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January 24, 2022

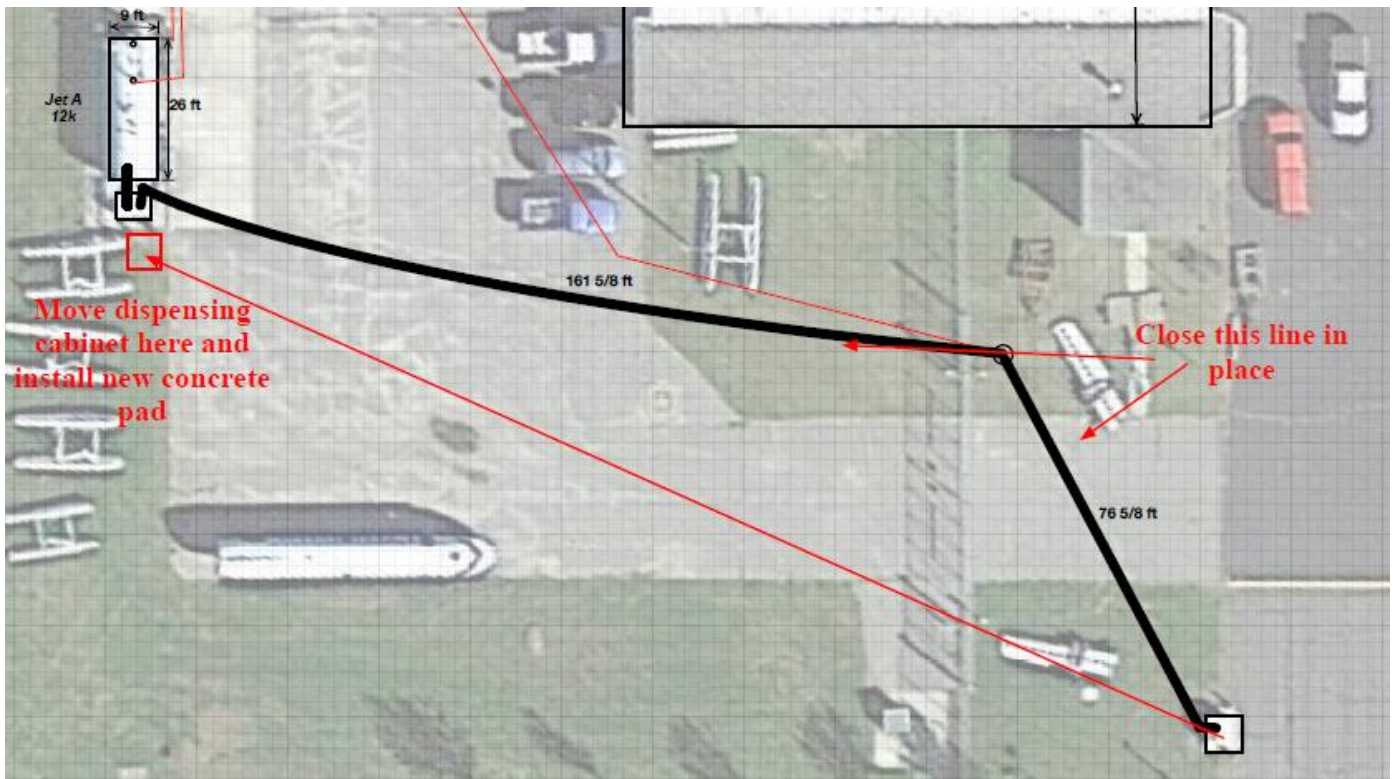
Attn: Matt Wegwerth
Airways Aviation Center Inc
2002 Airport Rd
Grand Rapids, MN 55744

Grand Rapids Airways Remodel Version 3.0 14770

Dear Matt,

We are pleased to provide the following proposal for closing in place the existing Jet A underground line, and moving the current fuel cabinet from the runway to the front of the Jet A tank at Airways Aviation Center Inc located at 2002 Airport Rd in Grand Rapids, MN.

Site Drawing:





Materials:

Location	Quantity	Description
Bollards	4.00	Bollard, Pipe, Red, Sch 40, .237 Wall, 4 in x 7 ft
	4.00	Bollard Pipe Cover, 4 in x 56 in, Yellow
Concrete	2.00	Concrete Per Yard
	6.00	Slurry Mix For Piping Closure
Island	1.00	Misc Concrete Forms
	8.00	#3 REBAR
	3.00	Class V Backfill
MATERIALS	2.00	Nitrogen canisters
Piping	2.00	2 in SS Full Port Ball Valve; FNW 2 in 1000# 2-Piece Stainless Steel Threaded With Latch Lock Lever
	21.00	2 in SS PIPE; S10 304L A312 WELD PIPE
	4.00	2in 90 Deg SS Elbow
	2.00	2 in SS Threaded Union
	2.00	2 in X 12 in FXMS FLEX HOSE
	1.00	Misc Fittings

Necessary Labor and Expenses to:

- Close in place the existing underground Jet A line
 - ~240'
- Move existing dispensing cabinet from the runway to the front of the tank
- Install New Concrete Pad and bollards
- Pipe the existing pump to the relocated dispensing cabinet using above ground steel pipe

Electrical:

- Disconnect Jet A Cabinet for relocation.
- Install new conduit and wire from existing power source.
- Reconnect Jet A Cabinet.

Pricing:

	Materials	\$ 6,616.57
	Electrical	\$ 2,046.00
	Labor, Expenses, Mileage	\$ 18,545.00
	Total	\$ 27,207.57



Exclusions:

- Permit and building applications fees are not included in the price of this agreement and will be completed with cost plus fifteen percent markup at client's request, shop drawings are included at no fee. Zoning, conditional use permits, engineered stamped plans can be completed at labor & fees plus fifteen percent.
- Our price does not include painting of island forms, bollards, or canopy columns.
- Our price does not include repairs or upgrade to Buyer's existing equipment unless noted specifically in the scope of work. Any additional work to Buyer's existing equipment will be done on a time & material basis.
- Any environmental analysis of soil and/or water. Additionally, this proposal does not include expenses associated with site remediation or any construction delays due to site remediation work.
- There will be a 25% restocking for any stock items that have been ordered specifically for this project and it is cancelled by the Buyer. Non-stocked item or special order items cannot be returned.
- Our price does not include excavation, trenching for vent lines and underground pipe, hauling or disposal of excavated materials, or back fill.
- If there are unforeseen problems with frost, high water table, excessive cave-ins, embedded rock, unforeseen objects, or contaminated ground, there will be additional charges.
- The Buyer is responsible for all property line locations prior any excavation.
- Finish grade elevations must be provided by Buyer or the Buyer's representatives. Any additional work required due to a change made in the grade elevation will be done on a time & material basis.

The following is a list to be completed by the Buyer or Buyer's representative before we begin on-site work to help ensure the project proceeds as smoothly as possible and avoid additional costs.

- Notify all employees of work to be completed.

[] **Initial Payment Terms:** A \$6,801.89 (25%) down payment is required. Invoices will be due 10 days after receipt. Credit Card Payments are limited to \$5,000.00 total for this transaction. Materials ordering require down payment received.

Taxes: Taxes are included.

Acceptance: The equipment will be ready for installation on a date that is mutually agreeable to both parties. O'Day will present an invoice when the equipment is ready to deliver. Please note this contract must be signed and returned to our office and the down payment must be received before any equipment is ordered or manufactured. Once these conditions have been met, we will be able to process your order and schedule the project.

Insurance: O'Day Equipment LLC is covered by Comprehensive General Liability Insurance, including Products and Completed Operations with Environmental Impairment Liability coverage. We also maintain Workers Compensation Insurance.

Warranty: Our warranty is found in Paragraph 4 below. Our Materials and Workmanship warranty does not apply to equipment manufactured by others. Goods manufactured by others are subject to any limitations contained in the manufacturer's terms and conditions extended to the buyer and the provisions of the manufacturer's warranty, either or both of which will be furnished to Owner upon written request.

Delivery: 14-16 weeks from receipt order, subject to confirmation at time of order. This delivery time is estimated and is subject to change. We will confirm the delivery at time of order.

Shipping: All materials are quoted FOB our facility unless stated otherwise.

NOTE: Buyer or its agent will identify to Seller the location of all boundary lines concerned for the completion of this agreement. If Buyer or his agent is incorrect in identifying said boundary lines causing additional expenses to be incurred by Seller for relocating or duplicating completed work because of its relation to the boundary line, the additional expenses will be borne by Buyer.



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Before we can order any equipment or materials we need the receipt of this signed agreement along with your down payment deposit. **Prices are subject to change after 30 days.**

Thank you for the opportunity to furnish this quotation. Please execute this document with your signature to accept, we will not begin processing the order for materials until we receive a signed copy.

O'DAY EQUIPMENT LLC

Chris Parsons
Account Manager

ACCEPTED BY: _____
Signature

DATE: _____

Print

ACCEPTED BY: _____
Signature

DATE: _____

Print

Terms and Conditions:

1. **OFFER AND ACCEPTANCE.** O'Day Equipment, LLC ("Seller") acceptance of Buyer's order to purchase products (the term products includes any services being provided by Seller) described in this proposal to which these Terms and Conditions are made a part of ("Proposal") is expressly made conditional on assent to these Terms and Conditions, which constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including, but not limited to, any purchase order or any acknowledgement, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the terms of any other document, the terms of this Contract shall control. The offer to sell Seller's products is valid for thirty (30) days from the date of the Proposal.
2. **PAYMENT TERMS.** All prices specified in this Contract are FOB Seller's designated location for delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even is Seller arranges for shipment of the product. Unless otherwise expressly provided on the reverse hereof, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided in the Proposal applies to sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in Unites States dollars. Interest will be charges at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If in Seller's opinion, reasonable doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other remedies, suspend or terminate performance of any order, decline to ship, stop any material in transit, or require full or partial payment by Seller in advance.
3. **DELIVERY; TITLE.** Any delivery or promise date indicated on the Proposal is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery. Title to the products will not pass to Buyer until all required payments have been made to Seller.
4. **WARRANTY.**
 - a. Limited Warranty; Exclusion of Third Party Components. Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new products will not fail to operate in accordance with their specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The



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foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").

- b. **DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.** THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, RULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.
- c. **Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements.** The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including, but not limited to, exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.
- d. **Course of Dealing; Course of Performance; Usage of Trade.** No course of dealing or course of performance of Seller with respect to the products sold under this Contract and no usage of trade shall be considered in interpreting this Contract or any part thereof and non of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimer or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a covenant, representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.
- e. **Exclusive Remedies for Breach of Warranty.** The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product which failed to comply with such warranty or (b) the refund of the purchase price of the product. Buyer is responsible for all labor costs in connection with the repair or replacement of any equipment; however, Seller will be responsible for its own labor performed in connection with any repair of equipment products at Seller's location. Except as provided below, Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.
- f. **Warranty Claims; Notice Requirement; Limited Time to Bring Claims.** Any and all claims under the above limited warranty shall be made to Seller only in writing and no later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's proper written authorization. If a product which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement for such product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the defective product or part to Seller.
- g. **Limitation on Liability for Breach of Warranty and Other Claims.** If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all of liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including, but



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not limited to, damages for loss of profits, goodwill, use of the product or any other equipment or other intangible losses which may be incurred in connection with the product regardless of the type of claim or the nature of the cause of action, even if Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.

5. **INDEMNIFICATION.** Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and will, at Seller's option, defend any action brought against same with respect to any claims, judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorney's fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party.
6. **TERMINATION OF PERFORMANCE.** Buyer may cancel its purchase only with the written consent of Seller and upon terms that will indemnify and compensate Seller for any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Sections 2 and/or 11 hereof, and in such event, Seller shall have no further liability to produce or ship any product hereunder and shall have no liability for damages to Buyer of any third party.
7. **TECHNICAL ADVICE.** No obligation or liability shall arise out of Seller's rendering of technical advice in connection with Buyer's order of products. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no warranty, express or implied of results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such products or parts in accordance with such technical advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's risk, and Seller makes no representation or warranty whatsoever in connection with such advice or assistance.
8. **ASSIGNMENT.** Buyer shall not assign its rights or obligation under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall be deemed null and void. This Contract will be binding upon the parties hereto, and their successors and permitted assigns.
9. **GOVERNING LAW.** This Contract shall be construed, interpreted, and governed by the laws of the State of North Dakota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in the State of North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.
10. **FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omission of Buyer, acts or omission of any government body or entity, floods, epidemics, freight embargoes, shortages of fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the reasonable commercial control of Seller.
11. **NOTICES.** Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivery personally or by facsimile transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.
12. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings included herein are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.
13. **NO THIRD-PARTY BENEFICIARIES; SETOFF.** Nothing in this Contract is intended to, or shall, create any third-party beneficiaries, whether intended or incidental and neither party shall make any representations to the contrary. Seller shall have the right to deduct from any sums it owes to Buyer, any sums or the value of any obligation owed by Buyer to Seller.
14. **SURVIVAL.** The provisions of Sections 3, 4, 5, and 7 through 14 shall survive the termination and performance of this Contract.