

August 13, 2024

Quote Number: 00004594

Andy (James) Yeager City of Green Cove Springs 1288 Harbor Road Green Cove Springs, FL 32043 (904)408-2703 jyeager@greencovesprings.com

Dear Andy (James),

Thank you for considering Emerald Transformer for your transformer and electrical equipment needs. Emerald Transformer offers our clients a broad spectrum of transformer and electrical equipment service needs, along with environmental services and can dispose of hazardous material at or through an Emerald Transformer owned and operated facility. In addition to managing your transformer service needs, Emerald Transformer also provides:

- Electrical Equipment Refurbishment
- Facility Decontamination/Remediation Services
- PCB Contaminated Oil Retrofilling
- Transformer and Equipment Decommissioning-Including PCB Disposal
- Oil Processing and Laboratory Analysis
- Transformer and Equipment Parts
- In-Field Technical Services

We appreciate the opportunity to be of service. If you have any questions regarding this proposal, please contact me at (850) 520-3002.

Sincerely,

Steve Ricke Emerald Transformer



Transformer Quote

Product	Quantity	Unit Price	Subtotal
Stock Single Phase Padmount 50 KVA			
65 Degree C Rise, 60 Hertz HV: 22860GRDY/13200 125 kV Loop Feed LV: 240/120 30 kV No Taps Bayonet Fusing Non-PCB Mineral Oil (ONAN) (2)Dead Front Wells & 15 kV Inserts (3)4 Hole Spade ANSI Type 2	5	\$7,150.00	\$35,750.00

Shipping: Prepaid & Allowed Lead Time: 2-4 Weeks ARO Warranty: 5 Years FOB: Destination



GENERAL TERMS & CONDITIONS

Except where superseded by an existing agreement, the following terms and conditions apply to this quoted business:

- Emerald Transformer guarantees rates are firm for 30 days and order times will vary from 6-12 weeks.
- If the customer cancels an order, the customer may incur cancellation and restocking fees.
- Where modifications to the original transformer specifications become necessary, Emerald Transformer will obtain customer authorization for such modifications and a revised quoted price to fulfill order.
- Standard repair pricing includes a new PRV and gaskets. All other parts will be at additional cost.
- Pricing unless otherwise reflected does not include transportation or offloading fees at customer site. All rigging and removal from the truck/trailer is the responsibility of the customer. Customer is also responsible for loading the truck/ trailer when returning equipment.
- Emerald Transformer' standard credit terms are Net 30 days.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state, and federal fees/taxes are not included and the customer is responsible to pay any such fees where applicable.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Emerald Transformer reserves the right to decline to enter into such an agreement without prejudice or penalty.

For order processing to proceed we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number.

Signed: signature 1

Date:

Purchase Order Number: Customtext1 (label) Purchase Order Number N



STANDARD LIMITED WARRANTY

Standard Limited Warranty: Subject to the limitations set forth herein, Emerald Transformer warrants that all equipment, of any make or type, that has been serviced by an Emerald Transformer facility and that has been in normal use and undergone normal service ("<u>Covered Equipment</u>"), will be free from defects in material (excluding customer supplied materials) and workmanship for a period of three (3) years from the date of delivery of the equipment by Emerald Transformer to the customer (the "<u>Warranty</u>").

Upon receipt of a warranty claim with respect to Covered Equipment, Emerald Transformer will perform a warranty analysis to determine whether the cause of the Covered Equipment's failure is covered under the terms of this Warranty. Emerald Transformer is not responsible for any repairs to or alterations of the Covered Equipment made by anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer. If requested by Emerald Transformer, the customer shall promptly return the Covered Equipment to Emerald Transformer, freight prepaid, prior to any warranty analysis or attempted repair of the Covered Equipment. Emerald Transformer is not responsible for loss of or damage to the Covered Equipment in transit. Emerald Transformer's obligations under this Warranty are limited to, at its sole option, replacing, repairing or refunding the total amount paid by the customer to Emerald Transformer in connection with the Covered Equipment confirmed to be defective and covered under the terms of this Warranty by Emerald Transformer. Emerald Transformer is not responsible for replacing any paint or finish on the Covered Equipment that did not originate from an Emerald Transformer facility.

Notwithstanding anything to the contrary herein, this Warranty does not apply to damage to the Covered Equipment caused by:

- Acts of God, including, but not limited to, lightning, tornadoes, hurricanes, floods, or other natural occurrences;
- b. normal wear and tear, abnormal conditions of use, improper installation or maintenance, accident, neglect or misuse; or
- c. the supply of defective parts by, or improper repairs made by, anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer.

Liability Limitations: THIS WARRANTY IS THE SOLE WARRANTY PROVIDED BY EMERALD TRANSFORMER. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY EXCLUDED.

NO EMPLOYEE, AGENT OR DISTRIBUTOR OF EMERALD TRANSFORMER HAS ANY AUTHORITY, EXPRESSED OR IMPLIED, TO CHANGE OR EXPAND THE TERMS OF THIS WARRANTY, OR TO BIND EMERALD TRANSFORMER TO ANY WARRANTY TERMS OTHER THAN THE TERMS SPECIFICALLY SET FORTH HEREIN.

THIS WARRANTY MAY BE ASSERTED ONLY BY THE CUSTOMER, AND NOT BY THE CUSTOMER'S CUSTOMERS OR THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL EMERALD TRANSFORMER BE LIABLE FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION. THE AGGREGATE TOTAL LIABILITY OF EMERALD TRANSFORMER IN CONNECTION WITH THE PERFORMANCE OF THIS WARRANTY SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO EMERALD TRANSFORMER IN CONNECTION WITH THE COVERED EQUIPMENT.

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