

**PANTROPIC
POWER**ONE SOURCE-ONE CALL-ONE SOLUTION™
www.PantropicPower.com

Miami	West Palm Bch	Ft. Myers	Ft. Lauderdale	Stuart
305-592-4944	561-640-0818	239-337-4222	954-797-7972	772-692-3442

Estimate

Quotation No..... 2-14-2023ER
Service Call..... :
Quotation Date..... 2-14-2023
Customer No..... :

Expiry Date :

Sold To:TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487
Pat Roman

Ship To:
TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487

Pantropic Power Contact	Phone No.	Division	Department
Ed Riveron	954-214-1277	EPG	Service

Model	Serial No.	ID No.	Customer Equipment No.	Service Meter
3516	ZAP00380			HOURS

The following is formal estimates to perform service repairs on your Cat 3516 with serial number-ZAP00380 We will pressure clean the fuel tank in the inside and outside. Pressure clean the enclosure. Remove all of the rust in the inside of the fuel tank and the outside. Once the cleaning is done we will apply anti rust primer and let it dry for 24 hrs . Then we will apply a heavy coat of a copan coating. to the fuel tank. this will protect the fuel tank for years to come. The fuel tank floor and the steel beam under the radiator is in bad shape. This is something that needs attention now. If you have to replace the fuel tank this can cost you anywhere between 250-350k. This job will take about 7 days to get done

NOTES:

Proman@highlandbeach.us
561-856-2963
Tax is not included

TOTAL: 13950

Approver's signature

Pat Roman

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Per Customer request, Pantropic Power Inc. ("PANTROPIC") has estimated repairs on the equipment (includes all components, machines, or other miscellaneous items) listed herein. A repair description with labor and/or parts is stated herein. Upon disassembly of the equipment to be repaired, additional parts and labor may be necessary. If so, an estimate for additional repairs will be forwarded to Customer for approval. Note: by accepting this Estimate in writing, verbally, or by signing a corresponding "AUTHORIZATION FOR SERVICE WORK", Customer agrees to all terms and conditions set forth herein. **NOTE: TERMS AND CONDITIONS SET FORTH HEREIN PREVAIL OVER CUSTOMER PURCHASING TERMS.**

1. **Authority to Perform Repairs:** It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, PANTROPIC may examine the item of equipment as to work which PANTROPIC may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by PANTROPIC) to be noted on a form as supplied by PANTROPIC.
 - a. **Time and Material Work:** PANTROPIC will proceed with the work agreed upon as set forth herein.
 - b. **Firm Price:** If requested, a firm price in writing will be given to the customer for labor and/or parts to do a specific repair. Any agreed upon repair order not covered by a firm written proposal will be billed at current time and material prices.
 - c. **Unforeseen Problems or Additional Repairs:** **PLEASE BE ADVISED: UNFORESEEN ISSUES/PROBLEMS AND UNANTICIPATED CONDITIONS MAY CAUSE REPAIR PRICE TO INCREASE.** In the event that during the course of the work, additional repair work (due to continuous use, unknown problems, working conditions, dirty Equipment, waiting on Customer approved support, parts exchange cores that do not meet 100% core refund criteria, conditions out of PANTROPIC's control, and items found in need of repair or replacement during disassembly that are not covered herein) is found to be necessary pursuant to Pantropic's examination and inspection of the Machine, then in such event PANTROPIC will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Pantropic is unable to communicate with the Customer, then Pantropic, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, PANTROPIC shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
 - d. **Authority of Customer Personnel:** Unless Customer notifies PANTROPIC in writing, any Customer personnel communicating with PANTROPIC shall have the full authority to authorize repairs. All instructions to PANTROPIC by Customer regarding authority of Customer's personnel to bind (authorize repairs) Customer shall be in writing (via e-mail, courier, or U.S. Mail).
 - e. **Purchase Order:** In the event that a purchase order number is required by Customer, Customer shall provide such purchase order number within 10 business days of receiving a Proforma Invoice from PANTROPIC. If Customer fails to provide such purchase order number within such time period (10 business days of Proforma Invoice), PANTROPIC shall have the right to Invoice the Customer without a purchase order number, and Customer thereby additionally forfeits any rights to dispute such Invoice.
2. **Hold Harmless Agreement for Customer Participation in Service Work:** In the event Customer or Customers' personnel assists PANTROPIC personnel in performing service work, Customer agrees to hold harmless and fully indemnify PANTROPIC for injuries or damages to anyone arising out of Customer assisting PANTROPIC personnel in servicing or repairing Customer's equipment.
3. **Corporate Discount:** No additional corporate discounts may be applied to the above estimated price.
4. **Warranty:** PANTROPIC warrants the work performed to be free from defects in material and workmanship for a period of ninety days. PANTROPIC's obligation under this warranty shall be limited to the repair or replacement at PANTROPIC's premises of those new parts previously installed or labor previously performed demonstrated to be defective. **SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MECHANICALITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PROVIDED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.**
5. **Cores:** Customer assumes liability for Lost or Damaged Cores. All Core charges shall be the responsibility of the Customer. PANTROPIC assumes ownership of all take off items removed from Machine(s) not reinstalled during the repair process.
6. **Price Adjustments:** This proposal is based on current parts and labor pricing. Customer shall assume the price increases incurred.
7. **Miscellaneous:** This proposal is prepared with the most current information available to PANTROPIC.
 - a. The following charges are not included unless stated in this proposal: (State, local, indigent care, Environmental, taxes, freight, etc.) All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use, or shipment of the goods sold, now or subsequently becoming effective, and if not included in the invoice for the goods, that amount may be invoiced later.
 - b. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.
8. **Risk of Loss:** All risk of loss and damage not covered by insurance (including any deductibles) shall be borne solely by owner of equipment.
9. **Severability:** Any provisions herein found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this agreement.
10. **Statutory lien:** Customer hereby waives its rights to possession under Fla. Stat. 713.74, and agrees that PANTROPIC is entitled to a possessory lien in connection with the equipment identified herein until it is paid in full for any and all parts, labor, and/or services.
11. **Choice of law, forum and expenses:** Customer shall pay PANTROPIC for reasonable costs, fees and expenses (including attorney's fees and court costs incurred through appellate levels and any post judgment expenses and interest incurred), incurred by PANTROPIC in the event of a controversy regarding this transaction, or in collecting monies due or to become due or incurred in replevying the equipment as a result of Customer ordering equipment and property from PANTROPIC or as a result of a breach by Customer of any of its obligations hereunder. In the event litigation arises, the right of trial by jury is waived by both parties and Customer agrees that the suit may be brought only in Miami-Dade or Broward County. These terms and conditions shall be governed and construed in accordance with the laws of the State of Florida.