

JOB NAME: Village of Homewood – 120REOZT4

QUOTE NUMBER: 24353

QUOTE EXPIRATION DATE: 9/20/2024

INSIDE SALES:

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OUTSIDE SALES:

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PROJECT ENGINEER

Steve Hulak
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*With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for **30-Days**. Meaning equipment on this proposal needs to be released for production by **9/20/2024** in order to maintain pricing.*

BILL OF MATERIALS

QTY	DESCRIPTION
GENERATOR	
1	120REOZT4
	See attached spec sheet

TOTAL SELL PRICE:

\$82,759.00

Equipment: \$78,549.00

Freight: \$1,200.00

Start-Up & Commissioning: \$3,010.0

Note: No Drawings or specifications provided.

TERMS AND CONDITIONS

Equipment, and/or labor, and/or various items are in accordance with Buckeye Power Sales Co., Inc. experienced interpretations of plans and specifications, within the limited time between request for bid and bid due date. Materials supplied under this quotation, which are commercially produced to typical industry standards, have been deemed in substantial compliance and therefore acceptable. Only the materials itemized on the attached quotation will be supplied. Buyer agrees to verify all items, sizes and quantities listed on our quotation. Buckeye Power Sales Co., Inc. is not responsible for omissions.

THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OTHER THAN THOSE SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR THE EQUIPMENT HEREUNDER. THIS CONTRACT STATES THE ENTIRE OBLIGATION OF SELLER (BUCKEYE POWER SALES CO., INC.) IN CONNECTION WITH THIS TRANSACTION. BUCKEYE POWER SALES CO., INC. SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE OF, THE INABILITY TO USE, OR ANY DELAYS IN DELIVERY/SHIPMENT OF THE EQUIPMENT MENTIONED HEREBY, EVEN IF WE ARE SO ADVISED OF THE POSSIBILITY OF DAMAGES. NO BUCKEYE POWER

SALES CO., INC. EMPLOYEE HAS THE AUTHORITY TO VERBALLY BIND EITHER BUCKEYE POWER SALES CO., INC. OR ANY MANUFACTURER OTHERWISE.

Buckeye Power Sales Co., Inc. will not be bound to any order containing retainages. Full payment is due according to the terms set forth herein. If no payment terms are otherwise specified, then the terms shall be: 100% net 10 days; 1.5% per month interest applies after 30 days, subject to credit approval. Buyer agrees to compensate Buckeye Power Sales Co. for all attorney fees incurred in collecting all amounts due, whether or not a lawsuit is filed. Freight damages must be reported to freight carrier, and freight delivery ticket presented by freight carrier must carry notation of damage and be signed by the trucker. Buckeye Power Sales Co., Inc. will aid customer in filing their claims on freight damages but will not honor claim presented to Buckeye Power Sales Co., Inc. and not to freight carrier.

Every responsible precaution is taken against breakage or other damage in transit. As all goods are shipped at Buyer's risk, Seller's responsibility ceases upon delivery of the material in good order to the carrier. Freight allowance, if any, is subject to Seller's current shipping terms. Unless otherwise conveyed in writing to Buyer by Seller, claims against carriers are to be filed by Buyer. It is Buyer's responsibility to inspect products upon delivery for transit damage and/or shortage. If damage or shortage is detected, it should be duly noted on the bill of lading before signing for merchandise. An inspection report should be requested of the carrier followed by a settlement claim to the carrier.

Ownership transfers to the Buyer at the time of shipment from the factory or Seller's warehouse. It is Buyer's obligation to communicate in advance in writing when and where they want to receive equipment. Storage may be arranged at the Seller's warehouse or designee at the request of the Buyer with the understanding that additional fees may be charged for storage and that payment will be due per the terms stated herein.

Any claims for shortage must be made promptly for any consideration. The undersigned agrees to inspect all goods upon delivery, and specifically agrees that forty-eight (48) hours after delivery shall constitute a reasonable period for inspection of goods. The undersigned agrees to accept as conforming any goods not rejected within forty-eight (48) hours after delivery. The undersigned agrees that notice of rejection must be in writing to be effective.

The undersigned agrees to be on site for delivery of all goods. If the undersigned should fail to be on site at the time of delivery, the undersigned accepts all responsibility for theft, damage or other casualty to the goods from the time of delivery, and waives any claims that could be made against Buckeye Power Sales Co., Inc. as a result of said delivery, regardless of whether Buckeye Power Sales Co., Inc. (including its management and employees) negligently caused, or is alleged to have caused, such theft, damage or casualty.

Buckeye Power Sales Co., Inc.'s prices do not include any federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, Seller will invoice them to Buyer as a separate item. In lieu of such taxes, Buyer must provide, with each order, a tax exemption certificate acceptable to the proper taxing authorities. Buckeye Power Sales Co., Inc. is not responsible for collection and payment of Sales/Use tax in states in which Buckeye Power Sales Co., Inc. does not have a vendor's license.

Buyer acknowledges that Buckeye Power Sales Co., Inc. does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Buckeye Power Sales Co., Inc. neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Buckeye Power Sales Co., Inc. concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Buckeye Power Sales Co., Inc. to make recommendations or give advice to Buyer shall not impose any liability upon Buckeye Power Sales Co., Inc.

Buyer agrees to defend, indemnify and hold Buckeye Power Sales Co., Inc., its directors, officers and employees harmless from and against any and all claims, losses, costs, expenses, attorney's fees, and liabilities ("Claims") arising out of or related to the goods, however, Buyer shall not be required to indemnify to the extent it is determined through final adjudication that were negligent or otherwise liable for such Claim.

If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

Buckeye Power Sales Co., Inc.'s failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Buckeye Power Sales Co., Inc.'s rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Buckeye Power Sales Co., Inc.

The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto, shall be governed by the laws of the State of Ohio. **Buyer hereby agrees to the exclusive jurisdiction and venue of the Court of Common Pleas for Franklin County, Ohio for the resolution of all disputes.**

Objections to any or all provisions contained in this contract or to any other communication shall not constitute a waiver of these terms or conditions thereof.

Buckeye Power Sales Co., Inc. will not be liable for any delays in the performance of orders or contracts or in the delivery or shipment of goods or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.

In the event that a quotation is not accepted in its entirety, we reserve the right to decline any part or all of the order.

All stenographic, typographic, or clerical errors are subject to correction. Upon acceptance by Buckeye Power Sales Co. Inc., this order will be entered for production and will not thereafter be subject to deferment of delivery without our written consent. Any expense incurred by Buckeye Power Sales Co. Inc., due to the cancellation of an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including attorney's fees.