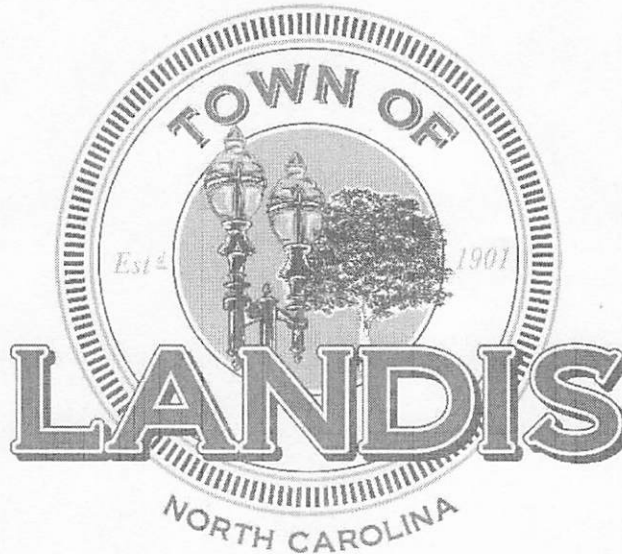


**REQUEST FOR PROPOSALS (RFP)**  
**Transformers**



**Town of Landis, North Carolina**

**Issued: March 13, 2025**

**Response Due: March 25, 2025**

## **PROPOSAL ATTACHMENTS**

### **1-Transformers**

It is the intent of the Town to accept the lowest responsible/responsive proposal. The selected proposal will be the most advantageous regarding price, quality of service, vendor qualifications and capabilities to provide the specified service, and other factors which the Town may consider. The Town reserves the right to accept or reject any or all proposals and to waive irregularities therein.

The undersigned hereby submits the following proposal for the cost of materials and services as described within this Request for Proposal document:

Business Name Sunbelt Solomon


Representative Name/Title Matthew Holmes / Utilities Account Manager & BDM

Address 1922 MLK Jr. Drive, Temple, TX 76504

Office Phone 888-687-1487 Cell Phone 352-514-1566

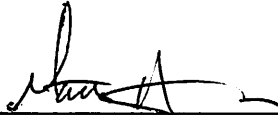
Website Email www.sunbeltsolomon.com/Matt.Holmes@sunbeltsolomon.com

<b>Material Costs</b>	<b>Labor Costs</b>	<b>Other / Note</b>
25kVA Polemount @ \$1,055.00 Each	N/A	(10) x \$1,055 = \$10,550.00
50kVA Polemount @ \$1,305.00 Each	N/A	(10) x \$1,305.00 = \$13050.00
25kVA 1PH Padmount @ \$2,400.00 Each	N/A	(2) x \$2,400 = \$4,800.00
50kVA 1PH Padmount @ \$3,500.00 Each	N/A	(2) x \$3,500 = \$7,000.00

(INCLUDED)  
\* SEE ATTACHED  
QUOTE FOR  
DETAILS.  


Total Cost \$35,400.00

Payment will be made to the contractor within 30 days upon receiving materials and the monthly invoice. The invoice shall include date(s) of service and the amount for each date. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

Authorized Signature  Date 03/18/2025

## **Proposal References**

Please list three (3) client references. The Town reserves the right to contact references other than, and/or in addition to, those being furnished below.

Business Name City of Concord Electric Systems

Address 635 Alfred Brown Jr Ct SW, Concord, NC 28025

Contact Name Blake Burris / Ty Barbee Phone (704) 920-5555

Business Relationship Sales (1PH, 3PH Padmount, polemount), repair, recycle, and surplus purchasing

Business Name City of Kings Mountain

Address 1013 N. Piedmont Ave. Kings Mountain, NC 28086

Contact Name Todd Parker Phone 704-730-2125

Business Relationship Sales (1PH & 3PH Pads, polemounts) purchasing

Business Name Clayton Public Power

Address 653 NC-42, Clayton, NC 27520

Contact Name Kristie Germano Phone 919-553-1530

Business Relationship 1PH Padmount Sales

## **Proposal Company Narrative**

Company Name Sunbelt Solomon

Number of Employees 750+ Years of Operation 100

Current Clients IOU's, Coops, Municipalities, Commercial & Industrial, renewable energy

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Please include a brief narrative in the space below to include any additional information you wish to share that may assist us in choosing the best vendor for our needs.

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Backed by over 100 years of combined experience, Sunbelt Solomon offers an unmatched ability to provide comprehensive, configured solutions for utility, industrial, and commercial applications.

We sell both new and REMAN transformers to help fill any inventory gaps you may have, and we offer surplus and scrap purchasing, repairs, and field services for your utilities related equipment including 1PH and 3PH Padmounts, polemounts, and substation transformers, reclosers (OCR's & vacuum), regulators, and switchgear. We also have a rental division to help with temporary power needs or emergency outages. We run regular route trucks throughout NC, so we can schedule pickups and deliveries as needed

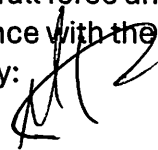
### **Property/Liability and Worker's Compensation Certification**

The selected vendor must provide a Certificate of Insurance including workers' compensation coverage, naming the Town as additional insured with minimum insurance requirements of \$1,000,000.

- I understand that, if my proposal is selected, I will be required to provide a Certificate of Insurance with a minimum coverage of \$1,000,000 naming the Town of Landis as additional insured.



- I hereby certify that I have and will maintain in full force and effect a policy of Workers Compensation Insurance in compliance with the Laws of the State of North Carolina with the following insurance company:



Insurance Company Name **\*\*COI Provided at time of Bid Award.** 

Agent's Name, Address, Telephone \_\_\_\_\_

WE WILL PROVIDE COI AT TIME OF AWARD

Policy Number \_\_\_\_\_ Effective Date \_\_\_\_\_

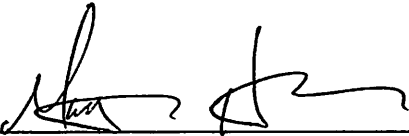
### **Proposal Independent Contractor Statement**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative, or employee of the Town for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required, shall have no contractual relationship with the Town, shall not be considered employees of the Town and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of North Carolina on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Town; and the Contractor shall defend, indemnify and hold the Town, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Town, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers Compensation, Unemployment Insurance, disability, or severance pay.

Company/Individual Name SUNBELT SOLOMON / MATT HOLMES

Official Address 1922 MLK JR. DRIVE TEMPLE, TX 76504

Signature & Title  UTILITIES ACCOUNT MGR

Date 03/18/2025

### **Certification Regarding Lobbying**

The undersigned Firm certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

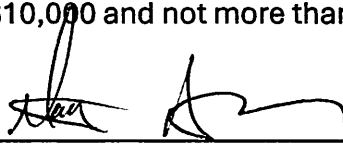
The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by

the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure

Signature of Firm's Authorized Official



Name and Title of Firm's Authorized Official

MATT HOLMES UTILITIES ACCT. MGR.

Date

03/18/2025

Note: This form may be signed electronically. All firms proposed for the contract must sign and return this form as part of the solicitation response.

**Intent to Perform as a Minority Business Enterprise Firm or Sub-firm** → N/A

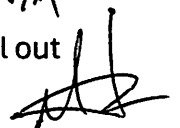
All Minority Business Enterprises (MBE) proposed for the following solicitation must fill out this portion of the form.

Firm is proposed as:

Prime firm

Sub-firm

N/A

  
03/18/2025

Is the firm a NC Department of Administration certified Historically Underutilized Business?

Yes

No

Is the firm a NC Department of Transportation certified Disadvantaged Business Enterprise?

Yes

No

If the answer is no to both questions above, is the firm an approved Minority Business Enterprise by the Town of Landis?

Yes

N/A (firm is qualified under one of the two methods above)





**Sunbelt Solomon remanufactured (REMAN) transformers are BABA Certified**  
Consult with your sales rep to confirm if this applies to the unit(s) within your quote

Ian Kenner  
Landis Light & Power Dept  
ikenner@townoflandisnc.gov

Matt Holmes  
Account Manager - Southeast  
matt.holmes@sunbeltsolomon.com | +1 3525141566

PRODUCT	QTY	EACH
<b>Single Phase Pole Mount 25 KVA</b> KVA: 25 @ 65°C   60Hz   Impedance: Standard HV: 12470GrdY/7200 (95 KV BIL)   LV: 120/240 (30 KV BIL) Primary Taps: No Taps  Conventional Style Primary Bushing: 1) Cover Mount 1) 10 KV Live Front Arrester Secondary Bushings: 3) Side Mount <b>DOUBLE</b> Set of Hangers Pressure Relief Valve Non-PCB Mineral Oil	10	\$1,055

PRODUCT	QTY	EACH
<b>Single Phase Pole Mount 50 KVA</b> KVA: 50 @ 65°C   60Hz   Impedance: Standard HV: 12470GrdY/7200 (95 KV BIL)   LV: 120/240 (30 KV BIL) Primary Taps: No Taps  Conventional Style Primary Bushing: 1) Cover Mount 1) 10 KV Live Front Arrester Secondary Bushings: 3) Side Mount <b>DOUBLE</b> Set of Hangers Pressure Relief Valve Non-PCB Mineral Oil	10	\$1,305

PRODUCT	QTY	EACH
<b>Single Phase Pad Mount 25 KVA</b> KVA: 25 @ 65°C   60Hz   Impedance: Standard HV: 12470GrdY/7200 (95 KV BIL)   Loop Feed   LV: 240/120 (30 KV BIL) Primary Taps: No Taps  Primary Bushings: 2) 200A Dead Front Wells & 15 kV Inserts Secondary Bushings: 3) Spade Z-Bars Bayonet Fusing Pressure Relief Valve Non-PCB Mineral Oil	2	\$2,400

PRODUCT	QTY	EACH
<b>Single Phase Pad Mount 50 KVA</b> KVA: 50 @ 65°C   60Hz   Impedance: Standard HV: 12470GrdY/7200 (95 KV BIL)   Loop Feed   LV: 240/120 (30 KV BIL) Primary Taps: No Taps  Primary Bushings: 2) 200A Dead Front Wells & 15 kV Inserts Secondary Bushings: 3) Spade Z-Bars	2	\$3,500



Bayonet Fusing  
Pressure Relief Valve  
Non-PCB Mineral Oil

**\*\*\* Notes & Clarifications to Bid Specifications:**

~ Manufacturer's standard Test Reports will be available at time of completion.

\*\*Our testing procedures are shown below for your review. Any testing not listed in standard testing process will NOT be included.

~ Losses are Estimated only. Sunbelt Solomon will not accept loss evaluated penalties or liquidated damages of any kind.

-This is standard for us based on REMAN equipment

~ REMAN units are exempt from DOE Efficiency requirements.

~ REMAN units will NOT be UL listed or labeled.

Additional exceptions:

- Units may be AL, Copper, or mixed winding depending on the REMAN inventory available at time of shipment.

**Main Electrical Testing Information:**

Single Phase Pad Mounted transformers & Polemounts are tested according to ANSI/IEEE C57.12.00 Distribution, Transformer Standards except for Impulse Test Requirements.

**Pole Standard Tests:**

1. Turns Ratio/Phase Displacement
2. Excitation and Core Loss
3. Impedance and Load Loss
4. Applied Potential (Dielectric Stress Test where AC voltage is applied at Insulation Levels for Distribution Transformers for 1 minute)
5. Induced Potential (Dielectric Stress Test in which

**Single Phase Pad Standard Tests:**

1. Turns Ratio/Phase Displacement
2. Excitation and Core Loss
3. Impedance and Load Loss
4. Applied Potential (Dielectric Stress Test where AC voltage is applied at Insulation Levels for Distribution Transformers for 1 minute)
5. Induced Potential (Dielectric Stress Test in which transformer is induced at voltage levels for Distribution Transformers for 7200 cycles)

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All REMAN Units are Completely Reconditioned to Nameplate Specifications

**Ask your sales rep about volume discounts**

**Destination:** Landis, NC | **FOB:** Origin | **Shipping & Handling:** Prepaid & Allowed

**Shipment:** 2-3 Weeks ARO | **Warranty:** 3 Years | **Terms:** Net 30 with approved credit.

Offer to sell valid for 30 days. Price is subject to re-evaluation after 15 days. Units subject to availability.

Please note any changes to the specifications on this quotation form and reference the quotation number on your Purchase Order. Sunbelt Solomon ("Supplier") will use your Purchase Order to proceed with manufacturing when terms and conditions are finalized. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units that are contingent on the approval/receipt of drawings will begin the manufacturing process after the final sign off on the specified drawings by the customer. Please contact your sales representative for the estimated drawing lead time associated with this quote.

All sales, rental and services are subject to Supplier's Terms and Conditions for Sales and Rentals of Equipment and/or Services ("Terms and Conditions") unless otherwise mutually agreed in writing by officer of Supplier as evidenced by such



1922 S. MLK Jr. Drive  
Temple, TX 76504



+01 800.433.3128



info@sunbeltsolomon.com  
sunbeltsolomon.com



officer's signature. Acceptance of a Buyer purchase order by Supplier does not constitute acceptance of Buyer terms and conditions. As orders are time sensitive and it is cost prohibitive to review and negotiate terms and conditions between parties, Supplier Terms and Conditions apply to quotes/orders: 1) with a value before tax of \$25,000 or less, 2) emergency services or services completed before issuance of a purchase order, and 3) rush orders for sales and rental that are to ship within three (3) days regardless of submission of terms and conditions by Buyer. If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it can be repaired), then the provisions of terms and conditions will apply which include (among other provisions) risk of loss remaining with Customer and Company only being liable for damage to this equipment to the extent of its gross negligence or willful misconduct. In no event does Supplier accept consequential damages or agree to Prime/Owner contract terms and conditions.

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate. Unit(s) quoted are for normal service conditions as defined by ANSI/IEEE Standards. Notify Supplier at time of quotation should the unit(s) be subject to harmonics, motor starting, shovel duty, or other special service conditions.

#### **Schedules**

All Delivery dates are estimates and under no circumstances does Company guarantee date of delivery. Company shall not be responsible or liable for any damage or loss which occurs during transportation and/or shipment of the Equipment. Company is not liable or responsible for any costs of Customer caused by any delays in transportation or delivery.

Company reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Customer at the time of the order entry.

#### **Cancellation or Revision of Order**

Any Purchase Order may be cancelled or revised by Customer only upon written approval by an authorized representative of the Company, and at the Company's sole discretion. Should Company approve cancellation or revision of a Purchase Order, Customer shall pay the cancellation or revision charges specified in said approval. Cancellation or revision charges will include expenses previously incurred, commitments made pursuant to or in reliance upon such Purchase Order, whether or not such commitments are legally binding on Company, and any other factors considered relevant by Company. In the event that Company does not approve cancellation or revision, Customer shall remain liable to Company for the full price of the Equipment, Rental and/or Services ordered.

Cancellation charges are calculated for each unit cancelled per its individual status.

#### **Standard Cancellation Charges:**

Cancellation Charges:	% of PO Price
Upon Purchase Order acceptance	25
After materials are ordered	50
After production begins for Equipment	75
Once production is complete for Equipment	100

Company reserves the right to re-quote both price and lead time for any request to revise an order. If it is determined that a revision will incur an additional revision charge, charges are calculated for each unit revised per its individual status.

#### **Standard Revision Charges:**

Revision Charges:	% of Selling Price
Before Engineering Review / Scheduling	0
Before Production Begins	35
After Production Begins	100



## **Sunbelt Solomon Quotation Terms and Conditions for Sales and Rentals of Equipment and/or Services**

**1. APPLICABILITY OF THESE TERMS AND CONDITIONS.** These Quotation Terms and Conditions for Sales and Rentals of Equipment and/or Services ("Terms") shall apply to every Quotation with a dollar value of \$25,000.00 or less ("Threshold") since it is cost-prohibitive for Sunbelt Solomon Services, LLC ("Company") to review and negotiate terms and conditions with the party ("Customer") purchasing/renting the equipment ("Equipment" when a provision is applicable to both sale or rental equipment, or "Sale Equipment" or "Rental Equipment" when a provision applies only to that specific type of equipment) and/or purchasing the services ("Services") set forth above in the Quotation. These Terms constitute an offer to Customer that can only be accepted by agreeing to every term and condition contained herein as evidenced by Customer's signature below. Company hereby expressly notifies Customer that any term, provision, or condition in conflict with, in addition to, or in modification of these Terms (no matter if issued by Company or Customer (individually a "Party" and collectively the "Parties") prior to or after the execution of these Terms) are hereby rejected and shall not be binding upon Company unless such term, provision, or condition is accepted in a signed writing by an authorized officer of Company which references the specific provision of these Terms that is superseded or modified and specifically references how it supersedes or modifies that specific provision of these Terms, and Company's failure to object to any term or condition contained in any communication or documents between the Parties shall not be deemed a waiver of any provision of these Terms. Should Customer be hiring Company to provide Equipment or Services to a third party to which Customer has a contract ("Prime Contract"), none of the terms or conditions of the Prime Contract shall apply to Company. Additionally, if the Quotation has dollar value over the Threshold, these Terms shall apply unless the Parties have entered into a separate, executed agreement ("Master Agreement") which specifically acknowledges that it supersedes these Terms.

**2. OFFER/ACCEPTING THE QUOTATION.** The Parties are executing this Quotation to evidence the Customer's acceptance of these Terms as set forth in Section 1 above that will apply should the Customer accept the offer set forth by Company in this Quotation by issuing a purchase order ("Purchase Order") for the Equipment and/or Services or by Company issuing an Order Authorization or other document that is accepted by Customer. Once Customer executes this Quotation, the Terms shall apply to every single Purchase Order issued by Customer for Equipment and/or Services to be provided by Company unless and until the Parties enter into a Master Agreement for such Equipment and/or Services that supersede these Terms as stated in Section 1 above. The offer set forth in the Quotation is valid for thirty (30) days from Company's issuance of this Quotation. The Equipment is subject to availability. Customer shall note any changes to the specifications on this Quotation and reference the quotation number on your Purchase Order. Company will use your Purchase Order as order confirmation and proceed with manufacturing the Equipment. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units that are contingent on the approval/receipt of drawings will begin the manufacturing process after the final sign off on the specified drawings. Please allow up to four (4) weeks for the receipt of requested preliminary, construction, or approval drawings from the Purchase Order submittal date.

**3. PRICES.** The price(s) set forth in the Quotation are subject to re-evaluation by Company after fifteen (15) days from Company's issuance of this Quotation if not accepted by Customer by issuing a Purchase Order. All prices are exclusive of any present or future sales, revenue, or excise tax, value added tax, turnover tax, import or export duty, or any other tax applicable to the manufacture and sale or Rental of any Equipment or the provision of Services. Such taxes shall be paid by Customer.

**4. PAYMENT TERMS.** The net amount due shall be paid in full within thirty (30) days of the invoice date. Amounts unpaid after the due date shall accrue interest of one percent (1%) per month. Company reserves the right to require payment in advance, a deposit or C.O.D. If Company requires a prepayment, Customer shall have five (5) business days from notice of such prepayment date (whether listed in this Quotation, a Purchase Order or otherwise) to notify Company in writing if Customer disagrees with such prepayment date, in which case the Parties shall work in good faith to come to an agreement on the prepayment date. If Customer does not object to the prepayment date within this period of time, Customer shall be assumed to have agreed to this date. If Customer does not make the required prepayment by the required prepayment date, Customer will be considered to have cancelled the Purchase Order, in which case the cancellation charges set forth in Section 5 shall apply. If partial shipments are made, payments shall become due in accordance with the designated terms upon submission of invoices. To secure the purchase price of the Sale Equipment and of any other items or services purchased by Customer from Company and any other amounts due by Customer to Company, Company hereby retains a security interest in, and Customer grants to Company a security interest in, the Sale Equipment and any other items purchased by Customer from Company.

**5. CANCELLATION OR REVISIONS.** Any Purchase Order or part thereof that is cancelled by Customer after the acceptance of the applicable Purchase Order for other than an unremedied default of Company will be subject to the cancellation charges set forth below, unless otherwise agreed and reflected on the Purchase Order. The cancellation charges relate to the specific line-item amount to be paid under the applicable Purchase Order. The Parties agree that these cancellation charges are reasonable, and that the amounts of these cancellation charges have been agreed upon and fixed hereunder because of the difficulty of ascertaining the exact amount of damages and costs that will be actually incurred by Company should Customer cancel a Purchase Order or part thereof.

### **(a) Equipment**

<b>Cancellation Charges:</b>	<b>% of PO Price</b>
Upon Purchase Order acceptance	25
After materials are ordered	50
After production begins for Equipment	75
Once production is complete for Equipment	100

New Equipment procured from original equipment manufacturers (OEMs) are subject to the cancellation charges set forth in the Quote issued by Company setting forth the OEM's cancellation charges.

### **(b) Services**



The amount due for the Services completed by Company through the date of termination, plus fifteen percent (15%) of the Purchase Order line-item amount of the Services cancelled.

Any Purchase Order or part thereof that is revised by Customer after the acceptance of the applicable Purchase Order for other than an unremedied default of Company will be subject to Company's right to re-quote both price and lead time for any request by Customer to revise an order. If it is determined by Company that a revision will result in an additional revision charge, Company will calculate such charges for each individual unit and/or service ordered that Customer revises, and each individual unit and/or service may have revised completion dates.

**6. TITLE, RISK OF LOSS, DELIVERY AND STORAGE.** All domestic and international deliveries shall be Ex Works ("EXW") (Incoterms 2020) Company's location or such other facility designated by Company in the applicable Purchase Order ("**Delivery Point**"). Such other facility may be designated as a domestic port for international delivery. The Party responsible for international delivery shall comply with all applicable laws including those relating to the import, export, packaging, and labeling of the Equipment, and shall indemnify and defend the other Party for any breaches of such applicable laws. Customer shall be responsible for arranging further transportation of the Equipment from the Delivery Point. Risk of loss to all Equipment furnished by Company shall pass directly to Customer at the Delivery Point, subject to the provisions of this section regarding storage and Section 7 for Rental Equipment. If Customer fails to accept delivery of any of the Equipment on the date fixed pursuant to the Purchase Order or Company's notice that the Equipment has been made available at the Delivery Point, Company, at its option, may store the Equipment on Company's premises or at a third-party storage location until Customer picks them up. If Company stores the Equipment on its premises, risk of loss shall revert to Company during such period of storage, and Customer shall pay Company a storage fee of one point five percent (1.5%) of the price of the Equipment for each full month of fraction thereof, capped at \$1,000.00 a day.. If Company stores the Equipment at a third-party storage location, Customer shall pay Company any transportation and rigging costs to and from storage, the third-party storage costs, plus ten percent (10%) of the storage costs for Company's overhead in administering the offsite storage. Invoices for storage shall be on a monthly basis starting the beginning at the end of the first month of storage until the shipment of the Equipment to the Delivery Point is made. All Delivery dates are estimates and under no circumstances does Company guarantee date of delivery. Company shall not be responsible or liable for any damage or loss which occurs during transportation and/or shipment of the Equipment. Company is not liable or responsible for any costs of Customer caused by any delays in transportation or delivery. Company reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Customer at the time of the order entry. Title to the Sale Equipment shall pass to Customer upon Customer's payment to Company for the Equipment; Contactor shall retain title in all Rental Equipment at all times.

**7. RENTAL EQUIPMENT.** The minimum charge for any individual unit which is rented ("**Rental**") is two (2) weeks. Thereafter, monthly Rentals are billed on a month-to-month basis at the beginning of the Rental period. The Rental fee will begin upon shipment of Rental unit(s) and will terminate upon return receipt of Rental Equipment at one of Company's locations. Customer is responsible for freight charges both to and from Customer's Site. Rental charged is NOT applicable to the purchase price of the Rental Equipment nor are any Rentals prorated. Individual terms of Rental and Rental charges are discrete to each Rental as agreed between Company and Customer. Customer shall be liable for the return of the Rental Equipment to Company's warehouse in the same condition the Rental Equipment was in at the time the Rental Equipment was received by Customer, ordinary wear excepted. As specified by Company, certain Rental Equipment shall be tarped when hauled to Customer's location and when returned to Company. If Customer fails to comply with this tarping requirement, Company reserves the right to charge Customer for any resulting damage. Should Customer rent Rental Equipment from Company, the following provisions apply: (a) in the event that any of Company's Rental Equipment is lost or damaged, Customer shall continue to pay rent on the Rental Equipment until (i) the Rental Equipment is returned, and Customer pays Company the full cost to repair the Rental Equipment or (ii) Customer pays Company the full replacement cost (i.e. the retail cost) of the Rental Equipment; and (b) Customer shall be responsible for any loss or damage to Company's Rental Equipment either transported by Customer or by conveyance arranged for by Customer. Should Customer purchase the Rental Equipment, the Rental Equipment shall be sold "as is" with no warranties whatsoever if Customer has been renting the Rental Equipment for over three (3) months.

**8. EVALUATION OF CUSTOMER-OWNED EQUIPMENT.**

If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it can be repaired), then these Terms shall apply, except that: (a) Customer shall be responsible for the transportation of the Customer-owned equipment to and from Company; (b) the risk of loss and title shall remain with Customer; (c) no warranty of Service shall apply; and (d) Company shall only be liable for further damage to the Customer-owned equipment to the extent of its gross negligence or willful misconduct.

**9. WARRANTIES.**

**(a) Warranty Periods.** "**Equipment Warranty Period**" means (unless otherwise specifically stated in the applicable Quotation or Purchase Order issued by Company): (i) for new Equipment, eighteen (18) months from the date of shipment of the Equipment to Customer or twelve (12) months from the date of energization of the Equipment, whichever occurs first; and (ii) for reconditioned Equipment, thirty-six (36) months from the date of shipment of the Equipment to Customer. If Customer is purchasing the Equipment to rent to or sell to its customers or to third parties other than Customer, the warranty period shall be for twelve (12) months from the date of shipment of the Equipment by Company. "**Services Warranty Period**" means the period commencing the date Company completes such Services and ending twelve (12) months thereafter, whether or not such Services are performed by Company on Customer's premises or Company's premises. If the purpose of the Purchase Order is for Company to repair goods that are owned by Customer in Company's shop (and is not warranty repair work), such Services will be guaranteed for a period of thirty-six (36) months from the date of the completion of such Services.

**(b) Services Warranty.** Company warrants for the Services Warranty Period that: (i) Company will perform all Services in a good, safe and workmanlike manner in accordance with generally accepted industry practices applicable to the Services being performed, (ii) the Services are in accordance with the specifications set forth in the applicable Purchase Order, and (iii) the Services will be free from defects in materials and workmanship.

**(c) Equipment Warranty.** For the Equipment Warranty Period, Company warrants the following regarding Sale Equipment manufactured by Company and Rental Equipment: (i) merchantable title to such Equipment; (ii) that they substantially comply with Customer's specifications as set forth in the applicable Purchase Order; (iii) that they are guaranteed to operate in accordance with its nameplate when

operated under normal load, usage, conditions and with proper care, installation and supervision; and (iv) that they will be free from defects in material and workmanship.

**(d) Exclusions from Warranties.** Company does not warrant: (i) any Equipment, not manufactured by Company; (ii) that the specifications provided by the Customer are accurate, or fit for a particular use; (iii) damage caused by improper installation of the Equipment (unless performed by Company); (iv) damage caused by improper operations of the Equipment, voltage surges, negligence of others, accidents, natural forces (including fire, flood, wind and lightning), and operations beyond rated capacities, or misuse; (v) damage caused by use for purposes other than those for which it was designed; (vi) damage caused by unauthorized attachments or modification; (vii) damage caused by vandalism; or (viii) that the Equipment will meet or comply with the requirements of any safety code or regulation of any state, municipality, or other jurisdiction. If a warranty claim is made by Customer for a defect that occurs or manifests prior to the energization of the Equipment (unless Company performs the installation), Customer shall have the burden of proof that it is a legitimate warranty claim and that the Equipment was not damaged after delivery during the storing, moving or installation of such Equipment.

**(e) Notice of Warranty Breach.** Customer shall provide timely, written notice to Company of warranty defects.

**(f) Remedies.** Company shall promptly cure all valid Service Warranty defects described in such notices by reperforming the Services at Company's cost. Any Sale Equipment or Rental Equipment provided by Company which breaches this warranty shall promptly and at Company's sole option, be repaired or replaced by Company at Company's cost, except as otherwise provided in this Section 9. Company shall repair at the Customer's site all Equipment for which field repair is feasible. Should the Equipment require repair at Company's plant, Company shall arrange and pay freight to and from Customer's site anywhere in the continental U.S. Under no circumstances is Company responsible for any in/out charges associated with the connection reconnection, disassembly or rigging of the Equipment being serviced under this warranty. Company shall not be responsible for repairs or replacement made by third parties without the Company's written consent. If Company fails to cure a defect within ten (10) days after receiving written notice of such defect, Customer may cure such defect directly or through a third party. In such case, Company shall reimburse Customer for the reasonable and documented costs incurred by Customer for curing the defect within thirty (30) days after receipt of a written invoice from Customer. Any Services or Equipment cured shall have a Service Warranty Period or Equipment Warranty Period for the longer of the remainder of the original warranty period or six (6) months from the completion of the warranty cure.

**(g) Warranty Limitation.** Company's obligation under these warranties shall not, in any event, exceed the line-item amount paid under the applicable Purchase Order for the defective Equipment or Services. If the costs of the reperformance, repair or replacement would exceed the original Purchase Order price for such item, Company's obligations under this warranty shall be satisfied by a return of the Purchase Order price for such item.

**(h) Third-Party Warranties.** In the event that all or a portion of the Sale Equipment purchased are manufactured by others, the Customer's warranty is with the original manufacturer of those Equipment and subject to the warranty terms and conditions of that manufacturer. Company, as a seller of Equipment manufactured by others, will assist Customer in remediation of warranty claims, but in no circumstance is liable to fulfill the warranty obligation of those manufacturers or to cover expenses that are not covered by original manufacturers' warranty.

**(i) Entire Warranties.** The foregoing provisions of this Section 9 are expressly in lieu of all other warranties whatsoever, express, implied and statutory. **EXCEPT AS SET FORTH ABOVE, ALL WORK IS PROVIDED AS IS AND WITH ALL FAULTS. THE WARRANTIES MADE HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH IMPLIED WARRANTIES OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. FURTHER, THE WARRANTY REMEDIES SET FORTH HEREIN ARE THE SOLE WARRANTY REMEDIES AVAILABLE TO CUSTOMER FOR A BREACH OF WARRANTY CLAIM.**

**10. INDEMNITY.** Each Party shall be liable for and shall fully indemnify the other Party for any injury or death to any person or any damage to or loss of any property to the extent of the indemnifying Party's negligence or willful misconduct.

**11. LIMITATION OF LIABILITY.** Company's maximum liability to Customer for any breach of these Terms or any claim related to the Equipment or Services shall be the applicable Purchase Order price. **EXCEPT FOR THE DUTIES TO INDEMNIFY SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, RELIANCE, ECONOMIC, CONSEQUENTIAL, CONTINGENT, CIRCUMSTANTIAL OR ENHANCED DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE FOR DELAY, LOSS OF PRODUCT, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF USE OF EQUIPMENT OR POWER SYSTEMS, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF THE CUSTOMER, AND LOSS OF GOOD WILL REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (d) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**12. INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that Company's Equipment is protected by copyright, trademark, patent, or other proprietary rights of Company, its parent companies, subsidiaries, and affiliates. Unless the Equipment is *work for hire*, Customer gets no intellectual property rights in such Equipment (other than a license to use such Equipment) and agrees not to modify or alter any of the intellectual property made available by Company in connection with the Equipment. Customer further agrees not to adapt, translate, modify, decompile, disassemble, or reverse engineer the Equipment or any software used in connection therewith. No Equipment shall be considered *work for hire* unless a Purchase Order specifically orders or commissions Company to fabricate or manufacture the Equipment in a new or unique manner to Customer's specifications, and not in the manner typically fabricated or manufactured by Company.

**13. CONFIDENTIALITY.** "Confidential Information" means all non-public, confidential, trade secret and/or proprietary information disclosed, orally or in writing, or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), including but not limited to, business information; technical information, including materials, drawings, designs, specifications, techniques, manuals, photographs, processes and other intellectual property and know-how; the terms of this Quotation including pricing; and any other information that a reasonable person would consider to be confidential. Receiving Party: (a) may only disclose the Confidential Information to any of its representatives who need to know of the existence of the Confidential Information for the purpose of this Quotation; and (b) will use the same degree of care to protect the Confidential Information from unauthorized use or disclosure as it would use to protect its own

confidential information, but in no event will use less than reasonable care. Receiving Party acknowledges that Disclosing Party would suffer serious and irreparable damage and would not have an adequate remedy at law if Receiving Party or any of its representatives breaches any of its obligations under this provision. Accordingly, Disclosing Party will be entitled to any injunction, specific performance or other remedy in law or equity in respect of any breach or threatened breach of this confidentiality provision.

**14. NO ASSIGNMENT.** Customer agrees not to assign or otherwise transfer its rights or obligations under these Terms without prior express written consent of Company. These Terms shall be binding on and inure to the benefit of the Parties to these Terms and their respective successors and permitted assigns.

**15. FORCE MAJEURE.** Company shall not be liable for any delay in providing the Equipment or Services, or any other failures in performance due to acts beyond its control. Such acts shall include, but are not limited to, acts of God, embargo, stoppage of labor, failure to secure materials or labor from usual sources of supply, riots, acts of war, fire, and acts of governmental or military authorities.

**16. GOVERNING LAW, JURISDICTION AND VENUE.** These Terms shall be governed and construed in accordance with the laws of the State of Texas, and any and all disputes hereunder shall be resolved in accordance with the laws of the State of Texas, except for any such law that would direct the application of the law of a different jurisdiction. The Parties consent to personal jurisdiction in any action brought in any court, federal or state, within Harris County, Texas, having personal and subject matter jurisdiction arising under these Terms and with respect to any such claim the Parties irrevocably waive, to the fullest extent permitted by law, any claim, or any objection they may now or hereafter have, that venue is not proper with respect to any such suit, action, or proceeding brought in such a court in Harris County, Texas, including any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum and any claim that a Party is not subject to personal jurisdiction or service of process in such Harris County forum.

**17. SEVERABILITY.** Every provision of these Terms is intended to be severable. If any term or provision is illegal, invalid, or unenforceable, for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of these Terms provisions similar in terms as necessary to render such provision legal, valid, and enforceable.

**18. NON-WAIVER.** A Party's failure to enforce any or all of these Terms shall not constitute a waiver of its rights with respect to the same or any subsequent breach.

**19. RELATIONSHIP OF PARTIES.** Nothing herein shall be construed to create a partnership, joint venture, agency, fiduciary or employment relationship between the Parties.

**20. ATTORNEY'S FEES.** If any action or proceeding shall be commenced to enforce these Terms, or any right arising in connection with these Terms, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party, reasonable attorneys' fees, costs, and expenses incurred by such prevailing Party in connection with such action or proceeding.

**21. ENTIRE AGREEMENT.** These Terms constitutes the entire understanding among the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. Further, no oral statements about the Equipment or Services not in writing in these Terms shall be binding on a Party.

By execution of these Terms in the space provided below, Customer acknowledges and agrees with the foregoing terms and conditions as of the date of Customer's signature.

**CUSTOMER:**

**Customer Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_