



Empire Power Systems

840 N 43rd Ave

Phoenix, AZ 85009

Current Date: 3/4/25

Quotation Expires: subject to inventory at time of order

Sullair 375 CFM Compressor

In accordance with your request, we are pleased to submit the following proposal for the abovementioned project. Empire Power Systems proposes to furnish this equipment at the below quoted price.

Year Built	Current Hours	Purchase Price	Empire ID
2025	*6	\$27,110	TBD

Price: \$27,110.00

Delivery to Needles: \$950.00

Total: \$28,060.00

Tax: \$2,328.98

Grand Total: \$30,388.98

*Hours for startup/testing

FOB Empire Phx shop or Fisher yard, excludes taxes

Thank you for the opportunity to provide this proposal, we look forward to serving you.

Sincerely yours,

Brett Tolman
Account Manager
Empire Power Systems
Mobile: 602-622-5608
Email: brett.tolman@empire-cat.com



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This Quote Specifically Excludes:

- Any applicable Taxes, Permits, Fees
- Installation
- Diesel Fuel
- Crane or Rigging at Job Site

Customer Delay

To the extent that the construction schedule is significantly delayed by customer for any reason, Empire reserves the right to remedy. This remedy could be in various forms, including invoice and payment prior to shipment, progress payments, and/or the accrual of interest charges on undelivered and unpaid goods. Additionally, Empire will also pass along costs of storage and other fees that may result due to the delay. Current tariffs on steel only allow for a 30 day hold on quotes.

Quote is subject to the attached terms and conditions.

The undersigned acknowledge that the preceding proposal has been read in its entirety, is understood and is hereby accepted:

Company: Empire Power Systems

Printed Name: Brett Tolman

Signature:

Date:

Company:

Printed Name:

Signature:

Date:

Purchase Order No:



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TERMS & CONDITIONS

A) Customer is responsible for any and all installation of the equipment supplied by **Empire Power Systems**, unless otherwise specified in this quote. All equipment needed to perform any loading or unloading of the equipment supplied by **Empire Power Systems** is the responsibility of the buyer.

B) **Empire Power Systems** limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is assumed to be supplied by others. We have detailed the equipment proposed in the bill of material. Please check it to be certain that it meets your requirements.

C) **Empire Power Systems** reserves the right to correct any errors or omissions. Standard warranty of the manufacturer applies. Copies are available upon request.

D) Contracts which include penalty or liquidated damage clauses, waivers of subrogation, or naming a third party additionally insured are not acceptable or binding on **Empire Power Systems**, unless accepted and confirmed in writing by an officer of **Empire Power Systems** at its Phoenix division office.

E) Unless agreed to in writing, **Empire Power Systems** will not accept purchase orders which:

- Require Empire Power Systems to pay any and all legal expenses for the purchaser in the event of a dispute
- Require that Empire Power Systems be responsible for design work and/or guarantee that a performance standard for a system be met
- Require completion and acceptance of the project by the owner before payment

F) There will be a **25%** of order cancellation fee for any orders cancelled, once placed and accepted by **Empire Power Systems**.

G) **Empire Power Systems'** standard and extended terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by **Empire Power Systems** in order to process your order.

H) **Empire Power Systems** will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by **Empire Power Systems**.

I) **Empire Power Systems** is a supplier of materials and related services and not a contractor. Retention is not acceptable.



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J) Credit is subject to **Empire Power Systems**, approval at its sole discretion. This quote in no way constitutes approval of credit.

K) **Empire Southwest LLC** has entered a like-kind exchange (LKE) program. If the equipment described herein qualifies and is purchased, notice is hereby given that **Empire Southwest LLC** will assign its rights under the sales contract to **Empire Exchange LLC** including, if applicable, the right to purchase any trade-in property. If this contract is assigned to **Empire Exchange LLC** sales proceeds must be remitted according to the invoice rendered.

L) Sales payments are due 100% prior to release of equipment. Unless otherwise agreed in writing by a corporate officer of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Terms"), which are available at www.empire-cat.com/termsandconditions or such other successor website at which Empire posts its Terms from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire. By purchasing goods or services from Empire, you agree to be bound by Empire's Terms.

Terms and conditions of this quotation govern over any conflict between this document and customer's purchase order or other document.