



2047 South Painter Lane
 West Haven, Utah 84401
 Gardner-Energy.com
 801.689.2618

Parts and/or Service Estimate

January 2, 2024
 Cal Black Airport
 UT-276, Halls Crossing
 UT 84533

Any questions or concerns: Please contact:
 Parker Jensen | Inside Sales Rep | Gardner Energy | (801) 834-9048
parkerj@gardner-energy.com | www.gardner-energy.com

Scope of Work:

Disassemble and dispose of battery banks on site.
 Installation of 2 battery banks. (24) 2V Deka Unigy batteries per battery bank.
 Program Mate3s on site for new battery bank specifications.

Quantity	Description	Price
48	Deka Unigy II AVR95-25 cell, 2 volt, 1140 AH	\$59,030
	Labor	\$7,550
48	Removal & Battery Disposal @ \$15 per unit	\$720
	Total	\$67,300

*Estimates are valid for 30 days unless otherwise noted.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined on the last pages of this estimate.

Date of Acceptance: 1-3-2024 Signature: Mack McDonald

Each person signing this Estimate warrants that he or she is duly authorized to do so and to bind the respective party.



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We propose hereby to furnish material and labor – complete in accordance with the above specifications.

TERMS:

1. **Work and Change Orders:** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.
2. **PAYMENT TERMS:** Applicant agrees to pay for goods, services, and other items upon receipt of invoice. Payment is late if not received by GARDNER at 2047 S Painter Lane, West Haven Utah 84401 within thirty (30) days of invoice date. A late charge of two percent (2%) per month will be assessed on the past due balance until it is paid in full. Applicant is required to advise GARDNER, in writing, of any disputed invoices or statements within ten (10) days of receipt of the same. Failure to notify GARDNER in writing of any dispute within such time shall constitute an absolute waiver of all such disputes by Applicant.
3. **BUSINESS PURPOSE:** Applicant represents and warrants that all goods and services purchased, by Applicant from GARDNER are for personal, business, commercial or agricultural purposes.
4. **DEFAULT:** Payment shall be made when due. Failure to make a timely payment or otherwise comply with the terms of this agreement shall result in a default. In the event of a default, Applicant agrees to reimburse and pay GARDNER for all expenses, costs, collection agency costs, and attorney fees incurred or expended by GARDNER as a result, whether or not suit is commenced. Applicant agrees that the laws of the State of Utah shall govern all transactions and agreements between GARDNER and Applicant and any enforcement or lawsuit relating to said transactions and agreements shall be brought in the state or federal courts located in Salt Lake City, Utah. Applicant expressly waives sovereign immunity and all other venue rights and consents to the enforcement of this and any other agreement with GARDNER in Salt Lake County, Utah. If Applicant becomes insolvent, declares bankruptcy, or if Applicant breaches any term or condition herein, or breaches any other agreement between GARDNER and Applicant, or if for any reason GARDNER deems itself insecure, GARDNER may terminate the agreement.
5. **INDEMNITY:** Applicant shall indemnify and hold GARDNER harmless from any and all liability, claims, losses, damages or expenses, including without limitation attorney fees and costs, arising from Applicant's negligence, breach, or willful misconduct, resulting in the death or bodily injury of any person, or the damage or destruction of any property. Applicant agrees that in no event shall Applicant or any person claiming by, through or under Applicant, have the right to claim or recover consequential damages, including but not limited to, lost profits or loss of use, concerning goods, machinery, parts, tools or services sold, leased or delivered by GARDNER. GARDNER makes no warranties, either expressed or implied, as to any goods, machinery, parts, tools or services whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose.
6. **GOVERNING DOCUMENTS:** These account Terms and Conditions constitute the entire agreement between

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Date of Acceptance: 1-3-2024 Signature: Mark M. [Signature]

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GARDNER and Applicant and supersede any prior understandings or agreements between them with respect to the subject matter herein. Except as expressly stated herein, no party to this agreement shall be obligated to the other except as set forth herein. Notwithstanding anything the contrary in any purchase order or other documents(s) issued by Applicant, GARDNER rejects additional or different terms proposed by Applicant or any attempt by Applicant to vary the terms herein. Any additions or modifications to these terms shall not be binding on GARDNER, unless they are set forth in a written document executed by a General Manager of GARDNER.

7. **NON-WAIVER:** Nothing contained herein shall be construed as a waiver by GARDNER of any lien rights or any rights which it may now have, or hereafter acquire. No waiver or modification of any part of this agreement shall be valid unless expressed in writing and executed by Applicant and GARDNER.
8. **MISCELLANEOUS:** Any and all contracts, certificates, invoices and other writings signed on behalf of Applicant by any employee of Applicant shall be deemed to have been executed on behalf of Applicant with full authority.. Applicant acknowledges that by transmitting a facsimile copy, electronic copy or photocopy of this document to GARDNER, Applicant, and the Guarantor (if applicable) agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to GARDNER. A \$30 service charge applies to each dishonored check, similar instrument, or electronic payment received by GARDNER. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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