

**San Juan County**

117 So Main Street  
Monticello, UT 84535  
Ph: 435-587-3225

**Purchase From**

Power Systems West ☐ State Contracted  
PO Box 876606  
Kansas City, MO 64187-6606  
801-866-1424  
Attention To :

**Deliver To**

San Juan County Landfill  
South Hwy 191, MM 35 1/2  
Blanding, UT 84511  
435-678-3070  
Attention To : J Tate

**Purchase Order**

P. O. No# 25-065  
Date 4/17/2025  
Your Ref#  
Our Ref# S12530000802  
Credit Terms

Product ID	Description	Quantity	Unit Price	Amount
GM57125	Radiator Assembly	1	\$1,716.54	\$1,716.54
GM62598	Hinge Assembly	2	\$16.42	\$32.84
GM63866	Thermostat Kit	1	\$69.89	\$69.89
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total \$1,819.27

Approved:

Department Head:

County Admin:

Tax Exempt

Freight \$208.10

Invoice Total \$2,027.37

Amount Paid

Balance Due \$2,027.37

Terms and Conditions:

## INVOICE

Terms: Net 30 days  
Customer PO: 25-065

Invoice: SI2530000802  
Invoice Date: 04/16/25

**Billing Address:**  
San Juan County Landfill  
117 South Main  
PO BOX 9  
Monticello, UT 84535

**Shipping Address:**  
CustAdd01 - San Juan County Landfill  
PO Box 9  
117 South Main  
Monticello, UT 84535

Customer: C3000322  
Landfill

**Notes:**  
FED X 446801756595, 446801756584  
FED X 446801756595, 446801756584

Part Number	Description	Unit Price	Quantity	Total
GM57125	Radiator Assembly	\$ 1,716.54	1.000	1,716.54
GM62598	Hinge Assembly	\$ 16.42	2.000	32.84
GM63866	Thermostat kit	\$ 69.89	1.000	69.89
Shipping and Handling	Shipping and Handling	\$ 208.10	1.000	208.10

Sub Total: 2,027.37

Tax: \$ 131.87

**GRAND TOTAL:** \$ 2,159.24

*\*Effective January 1, 2025, a 3% convenience fee will be applied to all PSW credit card payments*

## Thank You For Your Business

COLORADO

Aurora

303.360.7110

IDAHO

Boise

208.342.6541

OREGON

Portland

503.224.3623

UTAH

Salt Lake City

801.866.1424

WASHINGTON

Fife

253.517.1701



### Power Systems West (PSW) – Terms & Conditions

1. **Warranties.** To the extent that the Goods may be covered by manufacturers' warranty, PSW hereby assigns all rights & benefits under such to Buyer, if assignable, and undertakes to assist Buyer in the coordination of any claims under such warranties. Seller makes no further warranty of any kind with respect to the Goods. PSW DISCLAIMS ANY AND ALL WARRANTIES. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER.
2. **Limitation of PSW'S Liability.** Purchaser(s) agrees that PSW will not be liable for any direct, consequential, liquidated, incidental, or any other damages arising from contract, equipment failure, labor, pricing, warranty, late or non-delivery, negligence, strict liability, or tort shall now or any time in the future be recoverable from PSW or any of its agents. Purchaser(s) assumes all risks and liabilities inherent with the possession or operation of the equipment provided by PSW. Purchaser's right, now existing or arising at any time in the future, to recover such damages is hereby fully, finally, irrevocably and unconditionally waived, released and discharged. **Notice of any defect in the Work or Equipment shall be made within 24 hours of the act or omission giving rise to the defect.** The sole and exclusive remedy is replacement of the nonconforming goods or refund of that portion of Customer's payment attributable to such goods at PSW's sole discretion.
3. **Pricing.** All pricing excludes sales and other taxes, permits, fuel, installation, and handling, all of which shall be paid by the Purchaser(s.) All orders are subject to acceptance by PSW at the time of order release. Prices may be adjusted by PSW, upon notice to Purchaser(s), at any time prior to delivery to reflect any increase in PSW's cost of materials, components, shipping, and/or logistics, fuel, change in law, labor, taxes, duties, tariffs, quotas, acts of Government, force majeure, or any extra and unforeseen or unusual cost elements.
4. **Payment & Cancellation Terms.** Upon credit approval, full payment is due 30 days from invoice date. A 3% fee will be added for credit card payments. There shall be NO retainage. Payments not made on their due date shall accrue interest at the rate of 18% per annum. Purchaser agrees to be bound to same cancellation policy PSW is bound to with suppliers relevant to project. PSW must receive 100% payment before start-up services will be performed (failure to complete proper, authorized startup procedures may void any manufacturer warranty). Terms of any order may not be changed except by written agreement of both PSW and purchaser(s). Any request to cancel an accepted order is subject to PSW's written approval.
5. **Default.** In the event the Purchaser(s) defaults on this invoice, Purchaser shall pay all recovery fees and costs. If a legal action is filed, Purchaser(s) shall pay PSW's reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts) for any court annexed arbitration, on any appeal, and on denial of any petition for review even if no action is filed. This Invoice shall be governed by and construed in accordance with Oregon law without resort to its conflict of laws principles.
6. **Shipping and Delivery.** All Equipment shall be shipped F.O.B. manufacturer's factory unless otherwise agreed in writing by PSW and purchaser(s). PSW is not responsible for goods lost or damaged in transit. In the event PSW agrees to delay shipment at purchaser's request, purchaser is responsible for any storage and handling costs. All orders are subject to availability to PSW at its then existing locations, sources, suppliers and costs. All delivery dates and times provided, if any, are estimates only and do not establish agreed upon delivery date(s). PSW will not be liable for any associated costs or damages for delivery delays.
7. **Return Policy.** It is at PSW's sole discretion to determine if goods will be considered for return from Purchaser(s). To be eligible to return goods, Purchaser(s) return request must occur in writing and within the first 30 days of receipt and must be inspected and approved by PSW in writing. Upon written approval, the purchaser(s) will be subject to a 25% restock fee plus any additional freight and handling charges on all return items.
8. **Indemnity and Hold harmless.** To the fullest extent permitted by law, purchaser(s) shall fully and forever indemnify, defend (with counsel reasonably acceptable to PSW) and hold PSW's employees, directors, successors and assigns harmless from any damage, claim, loss, expense and attorney fees (including those prior to any action, in an action and on any appeal) related to the performance or non-performance of purchaser's obligations under this Agreement; the ownership, performance or operation of the Equipment; or PSW's liability, if any, under CERCLA, RCRA, or any other federal or state statute related to toxic, hazardous or other dangerous substances.

COLORADO	IDAHO	OREGON	UTAH	WASHINGTON
Aurora	Boise	Portland	Salt Lake City	Fife
303.360.7110	208.342.6541	503.224.3623	801.866.1424	253.517.1701