

INTERSTATE POWERSYSTEMS

21568 Highview Avenue
Lakeville, MN 55044

Stanford Blackburn
General Sales Manager
Mobile: 952-836-9091
Fax: 952-854-4213
Stanford.blackburn@istate.com

TO: Daniel R. Buchholtz, City of Spring Lake Park 5-24-2024

**Interstate Power Systems proposes the following for
Spring Lake Park City Hall:**

MTU MODEL D300 DIESEL GENERATOR

GENERATOR: 300kW, 375 kVA, 450 Amps, 1800 RPM

VOLTAGE: 277/480v 3 phase

ENGINE: John Deere 6090HF484, Diesel Tier 3, EPA Certified

Selected Features Included:

**Steel Sub-Base, Battery Cables, Battery Rack,
Oil Drain Extension, Lube Oil and Anti-freeze, Crankcase Ventilation Filter
Electronic Isochronous Governor + / - .25%
Marathon 130 Degree Rise Alternator, PMG, DVR, Strip Heater,
5 Year, 3,000 Hour Warranty**

CONTROL PANEL: Basler MGC-2000 Control Panel

**The expanded Digital Genset Controller utilizes micro-processor based
technology to provide a versatile system for genset control, protection,
monitoring and event logging. Modbus RS485.**

REMOTE ANNUNCIATOR PANEL: 16 Light, NFPA-110 Compliant

**REMOTE EMERGENCY STOP BUTTON: Mushroom type, re-settable,
acrylic nuisance trip cover**

**GENERATOR ENCLOSURE: Level 3 Sound Attenuated Weatherproof
Enclosure includes bolt together sheet metal enclosure constructed with 14-
gauge material, lockable hinged doors, keyed alike, a fixed storm proof air
intake louver and expanded metal air discharge. 1.5" sound attenuating foam,
Exhaust discharge air plenum, DC Lights, Load Center, Space Heater,
Motorized Intake and Gravity Exhaust Dampers. RAL 7001 Gray Paint.**

COOLING SYSTEM: Unit Mounted Radiator, 50 Degree Rise

CIRCUIT BREAKER: Square D, 80% Rated, LSI, 500 Amps,

BATTERIES: 24V, installed on Acid Resistant Steel Rack

BLOCK HEATER: 208v, 2,500 Watts, Mounted and Wired, Isolation Valve

VIBRATION ISOLATION: Neoprene Vibration Pads, Integral Vibration Isolation

BATTERY CHARGER: 24v, 10 Amps, NFPA-110 Alarms, Mounted and Wired

MUFFLER: Critical Grade Muffler, Internally Mounted

SUB-BASE TANK: UL-142 Listed, Extended, 530 Gallons, 24 hours at 100% load, Dual walled, Normal and Emergency Vents, Hazmat Labels, Regional Label

MTU 300kW PRICE \$99,900.00

Standard enclosure color is RAL7001 Gray, for custom generator enclosure color, please add \$1,600.00

For crane service during business hours, please add \$850.00

Includes 1 hour extended factory testing per specifications.

- **Freight to jobsite included, offloading/rigging not included.**
- **Mechanical and electrical installation not included.**
- **Startup, testing, & training by Interstate technician included.**
- **Any applicable sales tax not included.**
- **Terms net 30 days on approved credit.**
- **Quote valid for 30 days.**

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TERMS AND CONDITIONS

GENERAL: Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. These terms and conditions and our invoice terms and conditions attached hereto are a complete statement of the agreement between us and you. In no event shall we be bound to any other agreement, term, or condition that is contained in an outside agreement between you and any other party unless expressly consented to by us in writing.

LIABILITY: Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.

RETURNED MATERIAL: No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

SHIPMENT: Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory.

PRICING; PAYMENT FOR GOODS AND SERVICES: Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

WARRANTY: WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO INTERSTATE'S SERVICE WARRANTY.

Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate PowerSystems' terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference, and are available at <http://www.istate.com/about/terms-and-conditions> or in hard copy upon request.

Print Name: _____

Title: _____

Signature: _____

Date: _____

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GENERAL TERMS AND CONDITIONS

1. Formation of Contract
 - 1.1 These terms and conditions constitute a complete statement of the agreement between the Buyer and Interstate Companies, Inc. (Seller) or its subsidiaries or operating divisions, or Istate Truck, Inc. or its subsidiaries or operating divisions, which shall not be supplemented or amended except as set forth on the face of this invoice or by separate written agreement signed by both parties. Provisions set forth on the face hereof shall govern, where inconsistent with these terms and conditions.
 - 1.2 Terms and conditions of the buyer additional to or varying from those of this Invoice shall not be binding on the Seller unless specifically agreed to in writing by the Seller. The Seller's acceptance or acknowledgement of the Buyer's purchase orders or shipping instructions shall not constitute such written agreement. If this Invoice shall be deemed an acceptance of a prior offer by the Buyer, such acceptance is expressly conditional on the Buyer's assent to any additional or different terms contained herein.

2. Acceptance
 - 2.1 No offers, arrangements or orders shall be binding on the Seller unless and until confirmed by the Seller in writing.
 - 2.2 Acceptance by the Buyer of delivery of all or any part of the products sold hereunder shall be an acknowledgement and acceptance by the Buyer of these Terms and Conditions, whether or not the Buyer shall have first received this Invoice.

3. Price and Payment
 - 3.1 The price shall be as specified on the face of this Invoice.
 - 3.2 Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice. The Seller is not responsible for typographical errors made in any of its publications or stenographic or clerical errors made in preparation of quotations. All such errors are subject to correction. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable.
 - 3.3 Payment of the selling price and additional costs are due in accordance with the terms set forth on the face of this Invoice. All payments hereunder shall be made to Seller at 2601 East 80th Street, Minneapolis, MN 55425. Complaints or claims by the Buyer shall not impair the Seller's right to payment as provided hereunder and any adjustments to be made as a result of such complaints shall be made subsequent to such payment.
 - 3.4 If the credit of the Buyer shall at any time, in the sole judgement of the Seller, become impaired, the Seller may at, its option, and without incurring any liability therefor, divert or prevent the discharge of shipments en route to the Buyer and cancel the unfilled portion of the contract, or require the Buyer to give such security as the Seller may specify to ensure payment or require payment in advance before making any further shipment. All costs and expenses incurred by the Seller as a result of its exercise of any right or option under this paragraph shall be for the account of the Buyer.

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- 3.5 Prompt payment is of the essence of this contract and a default in any payment will, at the option of the Seller, operate as a breach of the entire contract. Past due payments shall bear interest computed monthly at a rate of 1½ percent per month on the outstanding balance, or such lower rate as shall be the highest allowable under applicable law.
- 3.6 The Buyer shall be in default hereunder if any one or more of the following events occurs: (a) the Buyer shall default in fulfilling any of its obligations to Seller; (b) a receiver, liquidator or trustee of the Buyer, or of any of its property, is appointed by court order; (c) the Buyer is adjudicated bankrupt or insolvent; (d) any property of the Buyer is sequestered by court order; (e) a petition is filed by or against the Buyer under any bankruptcy, reorganization, arrangement, insolvency, moratorium, readjustment of debt, dissolution or liquidation law of any jurisdiction; (f) the Buyer becomes insolvent, makes an assignment for the benefit of its creditors; admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Buyer or of all or any substantial part of its property in the event of such default, all unpaid payments shall, at the Seller's option, become immediately due and payable and the Seller shall have the right to consider its contract with the Buyer cancelled and to recover damages, and shall further have all rights and remedies, including those of a secured party, provided by applicable law. For purposes of this paragraph "Buyer" shall include any corporation controlling, controlled by, or under the common control with Buyer.
- 3.7 All costs incurred by the Seller as a result of non-payment or delay in payment by the Buyer, including, without limitation collection costs and reasonable attorney's fees, shall be paid by Buyer.
4. **DISCLAIMER OF WARRANTY**
THE SELLER WARRANTS THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF.
5. Remedies of Buyer
- 5.1 Seller shall not be liable for any claim arising in connection with the products sold to the Buyer hereunder unless written notice is given by the Buyer to the Seller as provided in paragraph 5.2 below.
- 5.2 Written notice of any objection, complaint or claim concerning the product must be given:
(a) with respect to claims of damage to the products which occurred in transit, within thirty (30) days after the date on which risk of loss with respect to the products passes to the Buyer.
(b) with respect to claims of non-conformity to specifications, within ninety (90) days following the date on which risk of loss with respect to the products passes to the Buyer, provided however, that no claim of non-conformity will be honored if the Buyer has previously notified the Seller of its acceptance of the product following inspection thereof.
- 5.3 Failure to give such notice in the manner and within the time provided herein shall be deemed a waiver by the Buyer of all claims with respect to such products.
- 5.4 Seller will, at its sole discretion, either reimburse Seller's Invoice value to the Buyer of products found to be defective, or replace free of charge all products found to be defective, within thirty (30) days after the date of notice with respect to any such product was given in accordance with

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paragraph 5.2 above; provided, however, that such products have not been abused by the Buyer or used in conditions for which the products were not intended. The aforesaid right of replacement or reimbursement shall be the Buyer's sole and exclusive remedy in the event of non-conformity or defect in the products. The Seller shall not be liable for the incidental or consequential damages to the Buyer as a result of the Seller's breach of Contract. In no event shall the Seller's liability exceed the Seller's Invoice value to the Buyer of the products sold regardless of the nature of the claim of the Buyer.

6. Passage of Title – Security Interest

6.1 Seller shall retain title to ownership of, and security interest in the products until the contract purchase price set forth on the face hereof shall have been paid in full and all covenants and agreements of Buyer herein shall have been performed. Seller shall have all common law and statutory lien rights available in the state where goods or services are provided and Buyer hereby agrees that if Buyer takes possession of the related equipment without making payment to Seller and thereafter Seller regains lawful possession of the equipment that was once subject to lien claims while there remains a balance due Seller, all such lien rights shall be reinstated as if Seller had always maintained lawful possession of all such equipment.

6.2 At the request of Seller, Buyer shall execute and deliver to Seller all such financing statement and other instruments and documents as may be requested by Seller to evidence and to perfect its security interest in the products. Expenses of filing financing statements or other security documents with the appropriate state and local governmental authorities shall be for the account of the Buyer.

7. Force Majeure

7.1 If because of force majeure the Seller is unable to carry out any of its obligations under this agreement and if the Seller promptly notifies the Buyer in writing expressly claiming such force majeure, then the provisions of paragraph 7.2 shall apply. The term "force majeure" as used herein shall mean any causes reasonably beyond the control and without fault or negligence of the Seller which wholly or in substantial part prevent the manufacture, transportation, loading, unloading, delivery or storage of the products sold hereunder. Examples, without limitation, of force majeure are acts of God, acts of the public enemy, acts of war, riot or civil commotion, labor disputes, labor or material shortages, accidents, fire, explosions, floods, breakdowns of or damage of plants, equipment or facilities, partial or complete embargoes imposed by originating or connecting inland carriers, interruptions to or contingencies of transportation, orders or acts of any governmental authority, acts, rules, regulations or expressed policies of any government.

7.2 If force majeure notice is given under paragraph 7.1 above, the obligations of the Seller shall be suspended to the extent made necessary for such force majeure and during its continuance, if the obligations of the Seller remain suspended hereunder for a period amounting to forty-five (45) consecutive days measured from the dates of performance and at any time thereafter, then either party may terminate the agreement without liability by giving fifteen (15) days notice to the other party. At the expiration of said fifteen (15) days, unless such condition shall have been ended, the party giving such notice may terminate this agreement forthwith.

8. LIABILITY FOR DAMAGES

8.1 THE SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO THE BUYER, OR BY THE

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BUYER'S OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS, AFTER THE PRODUCTS HAVE BEEN IDENTIFIED TO THE CONTRACT.

- 8.2 THE SELLER'S OBLIGATIONS HEREUNDER ARE EXPRESSLY SUBJECT TO THE OCCURRENCE OF EVENTS OF FORCE MAJEURE, AND NO LIABILITY SHALL BE INCURRED BY SELLER FOR DAMAGES OF ANY NATURE RESULTING FROM SUSPENSION, REDUCTION OR TERMINATION OF DELIVERIES FOR REASONS OF FORCE MAJEURE, OR FROM SELLER'S COMPLIANCE WITH ANY GOVERNMENT ACTION.
- 8.3 THE BUYER SHALL HOLD THE SELLER HARMLESS FROM ALL CLAIMS OR ACTIONS BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY DAMAGES DESCRIBED IN THIS ARTICLE 8.
9. Waiver – Severability of Terms
- 9.1 Waiver by the Seller of any default of the Buyer shall not be deemed a waiver of any other default of the Buyer. The express provision herein for certain rights and remedies of the Seller shall not be construed to deprive the Seller of any other rights and remedies to which it would otherwise be entitled under applicable law.
- 9.2 The invalidity of any provision of these Terms and Conditions shall not affect the remaining provisions hereof.
10. Governing Law – Notice
- 10.1 This Invoice shall be interpreted in accordance with the internal laws of the State of Minnesota (without giving effect to its conflicts of laws rules) including, without limitation, the Uniform Commercial Code as enacted and in force from time to time in the State of Minnesota and no presumption shall be deemed to exist in favor or against either party as a result of the preparation and/or negotiation of this Invoice.
- 10.2 This Invoice and all the terms and conditions hereof shall be binding upon the Parties and their respective successors and assigns, however, the Buyer shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Seller.
- 10.3 **The parties hereto submit to the jurisdiction of the courts of the State of Minnesota (including Hennepin County Conciliation Court), and the Minnesota Federal Courts. The parties hereto also agree to service of any complaint by certified mail.** To the extent that the Buyer or any of its property has or may hereafter acquire any right of sovereign immunity from suit, the Buyer hereby irrevocably waives any such right of sovereign immunity in respect of its obligations, rights and duties under this agreement.
- 10.4 Notices or other communications shall be given by telex or telegram, or by registered or certified mail, return receipt requested. Telex or telegram notice shall be deemed received twelve hours after transmission. Mail notice shall be deemed received on the fifth day after mailing (or on the next business day if the fifth day is not a business day). Where both methods of notice are used, the earlier shall establish the effective date of notice. Notice shall be given to the address of a party as stated on the face hereof until appropriate notice otherwise