

J-W Power Company

P.O. Box 803527
Dallas, TX 75380-3527
(972) 233-8191

Customer: **City of Norman**
Attn: Mike White
Date: November 22, 2019
Ref. No.: 06MH-1122-0R2
Project: City of Norman Gas Drive

Mr. White:

J-W Power Company is pleased to submit this quotation in response to your inquiry, which is referenced above. This quotation is subject to only those terms and conditions of sale which are set forth on the accompanying page. Any purchase order pursuant to this quotation shall not result in a contract until it is accepted and acknowledged by J-W Power Company, Dallas, Texas.

This quote is for repowering an existing gas engine drive CNG compressor package, owned by the City of Norman and located at the city's refueling station in Norman Oklahoma.

Scope of work includes the following

- *Caterpillar 3306BNA engine with radiator, rated 145 bhp at 1,800 rpm*
- *Standard fleet DCL catalyst/silencer*
- *Remove existing Arrow engine*
- *Modify existing engine pedestal*
- *Install and connect Cat 3306BNA engine*
- *Touch-up paint and no load test run*
- *Quote includes engine replacement only*
- *Includes crane costs for (2) lifts on City of Norman's site. (Removing and Replacing)*
- *Includes trucking from Norman to Longview and return trip*
- *Includes unloading and loading the compressor at Longview plant*
- *Includes programming fee for integrating the unit to City of Norman's existing site*
- *Torsional Study not included*
- *Customer will be responsible for preparing the package for craning and transportation.*
- *Customer will be responsible for hooking the package up upon arrival to Norman.*

Total Price, not including added programming.....\$149,575.50

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Shipping: See notes in description about shipping.

Delivery: 18-20 Weeks ARO
Subject to component lead times
Delivery to be confirmed at time of order
(All Equipment Ex-Works Longview, TX/Freight on Ground)

Payment Terms:

- Invoice #1 - 50%, sent immediately upon order for purchase
- Invoice #2 - 25% sent upon receipt of major components
- Invoice #3 - 25% sent 30 days prior to unit completion

Please note: All invoices must be paid within 30 days of the invoice date, otherwise they are considered past due. J-W Power Company requires payment in full to be received at time of unit completion. Lead times cannot be guaranteed if payments are past due, and units will not be shipped if all payments have not been received. Payments for non-standard equipment orders are non-refundable.

Warranty: No Implied Warranty other than engine manufacturer's standard warranty.

J-W POWER COMPANY

Mike House

By: Mike House

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TERMS AND CONDITIONS OF SALE

In accordance with the usage of trade, your assent to the terms and conditions of sale set forth herein shall be conclusively presumed from your failure reasonable to object in writing and from your acceptance of all or any part of the material ordered.

All proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of this acknowledgment are merged herein.

PRICES - All prices, whether herein named or heretofore quoted or proposed, shall be adjusted to the Seller's prices herein named or heretofore quoted -

(A) any changes in such transportation charges shall be for the account of the Buyer:

(B) except as otherwise stated in the Seller's quotation, the Seller shall not be responsible for switching, spotting, Handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefore, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point.

PAYMENTS - Unless otherwise specified, payments will be due and payable at Dallas, Texas upon receipt of invoice by Buyer from Seller and if not paid within thirty (30) days from invoice date, will bear interest at the maximum rate allowed by applicable law and in addition, Buyer shall reimburse Seller for reasonable attorney's fees and other costs incurred by Seller in collecting past due accounts from Buyer.

TAXES - Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.

DELIVERY - Quotations and sales are Ex-works point of shipment, unless otherwise expressly agreed to in writing by Seller. The Seller will use its best efforts to ship within the time promised, but does not guarantee shipment at any specified time.

DELAY - The Seller shall be excused for any delay in performance due to acts of God, war, riot embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business.

INSPECTION - The Buyer may inspect, or provide for inspection, at the place of manufacture. Such inspection shall be so conducted as not to interfere unreasonably with the manufacturer's operations, and consequent approval or rejection shall be made before shipment of the material. Notwithstanding the foregoing, if, upon receipt of such material by the Buyer, the same shall appear not to conform to the contract between the Buyer and the Seller, the Buyer shall immediately notify the Seller of such condition and afford the Seller a reasonable opportunity to inspect the material. No material shall be returned without the Seller's consent.

WARRANTY - Seller warrants, for normal use and service, to the original Buyer while in his hands, new equipment and machinery to be of good material and workmanship for a period of one (1) year from date of delivery, This warranty is limited at Seller's option, to the repair, replacement, or allowance of credit for equipment failures due to a proved defect in material or workmanship. Claim for adjustment must be made in writing to Seller within the Warranty period. Abuse or operation of the equipment beyond rated capacity or design will void this warranty.

EXCLUSION OF WARRANTIES - J-W POWER COMPANY DOES NOT WARRANT, EITHER EXPRESS OR IMPLIED, ANY USED OR SECOND-HAND EQUIPMENT OR MACHINERY WHICH ARE SOLD ON AN "AS IS" BASIS NOR ANY GOODS, EQUIPMENT, OR MACHINERY MANUFACTURED BY OTHERS OR PURCHASED FOR RESALE EXCEPT FOR VOLUNTARY COMPLIANCE BY THE MANUFACTURER WITH ITS EXPRESS WARRANTY. THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE EXPRESSLY EXCLUDED ON ALL SALES.

BUYER'S REMEDIES - If the material furnished to the Buyer shall fail, *whether due to Seller's negligent acts or omissions or otherwise*, to conform to any contract resulting from this proposal or to any express or implied warranty, during a period not to exceed one (1) year from the date of shipment, the Seller shall replace such non-conforming material at the original point of delivery and shall furnish instructions for its disposition. Any transportation charges involved in such disposition shall be for the Seller's account.

The Buyer's exclusive and sole remedy on account or in respect of the furnishing of material that shall fail, *whether due to Seller's negligent acts or omissions, or otherwise*, to conform to any contract, resulting from this proposal or to any express or implied warranty, during a period not to exceed one (1) year from date of shipment, shall be to secure replacement thereof as aforesaid. The Seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect, incidental or consequential damages to anyone by reason of the fact that such material does not conform to any contract resulting from this proposal or to any express or implied warranty.

PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES - Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular mill practices concerning: dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods; and regular practices concerning over and under shipments.

PATENTS - The Seller shall indemnify the Buyer against any judgment for damages and costs which may be rendered against the Buyer in any suit brought on account of the alleged infringement of any United States patent by any product supplied by the Seller hereunder, unless made in accordance with materials, designs or specifications furnished or designated by the Buyer, in which case the Buyer shall indemnify the Seller against any judgment for damages and costs which may be rendered against the Seller in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications, provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and that an opportunity be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Neither the Seller nor the Buyer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from infringement of patents.

CREDIT APPROVAL - Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon term and conditions satisfactory to such Department.

COMPLIANCE WITH LAWS - The Seller intends to comply with all laws applicable to its performance of this order. This contract will be construed under the laws of the State of Texas.

RENEGOTIATION - The Seller assumes only such liability with respect to renegotiation of contracts or subcontracts to which it is a party as may be lawfully imposed upon the Seller under the provisions of any Renegotiation Act applicable to this order.

CANCELLATION - Any order for special goods may not be canceled under any circumstances. No other material may return for credit or replacement except by special arrangement.

NON-WAIVER BY SELLER - Waiver by the Seller of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.