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# Sales Quote

## Quote Q73841

Invoice Amount: **\$55,000.00**

PO #:

Invoice Date: **07/26/2022 Tue 01:37 PM**

Delivery Date: **07/26/2022 Tue 08:00 AM**

6387 OLD WASHINGTON ROAD, ELKRIDGE, MD 21705  
ELKRIDGE PSD RENTAL Ph: 410-796-8000 Fax: 410-796-0006

Jobsite: **INFRAMARK**  
Contact: **RICHARD PLACK**  
Phone: **302-260-1794**  
**INFRAMARK - LEWES, DE**  
**105 SAVANNAH ROAD**  
**LEWES, DE 19958**

Bill to: **INFRAMARK, LLC (052252)**  
**2002 WEST GRAND PARKWAY NORTH**  
**SUITE 100**  
**KATY, TX 77449**

Signed By:  
Order By: **RICHARD PLACK**

Written By: **Roger Burk**  
Sales Rep: **JOHN LANCEY**

QTY	DESCRIPTION	PRICE	EXTENDED
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### Requirements

- Credit Approval Number: {Insert}
- Requirements: 120/240 Delta Volts 1 Phase 60 Hertz

### Sale Items

1.0	ID: XQ16033 SERIAL: 0XRA00191 MODEL: APS 60 GENERATOR - 60 KW	55,000.00	55,000.00
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### Miscellaneous Items

**Total: 55,000.00**

# QUOTE

**FREIGHT:**

- By customer.
- If equipment is not available at our facility, at the time of order, subject to prior approval, it could be brought in from another Cat dealer, at an additional freight charge.
- Customer is responsible for unloading and loading (unless specified above), the position of the equipment, for the integrity of the foundations, for the application and safe use of the equipment and any resulting damage to the equipment. Call your rental sales person with any questions, 24/7/365.
- If equipment is not available at our facility, at the time of order, subject to prior approval, it could be brought in from another Cat dealer, at an additional freight charge.

**LABOR:**

- We have a 4 hour minimum for overtime requested and subsequently worked after normal working hours (7:00am to 4:30pm weekdays).

**Sign**

- SEE REVERSE SIDE FOR ADDITIONAL TERMS WHICH ARE PART HEREOF

By signing below, Customer acknowledges that customer has read and accepted the terms and conditions set forth on all pages of this agreement. Any person signing this Agreement represents that he or she has the authority to sign the agreement and bind customer to its terms and conditions. A facsimile or electronic signature shall have the same validity and effect as an original signature.

**SAFETY & HEALTH**

- SAFETY & HEALTH STANDARDS

Use of the Equipment may require Purchaser to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards"), and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). Purchaser acknowledges that the Equipment may require certain additional safety guards and devices before it can be used in compliance with the dictates of applicable federal, state or local laws, rules, regulations or safety codes (including OSHA, the OSHA Standards and the Coal Mine Act). PURCHASER ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SUCH SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT) MAY DICTATE, NOTWITHSTANDING THAT CARTER MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE EQUIPMENT.

**TERMS & CONDITIONS:**

- 2. ASSIGNMENT: This Order cannot be assigned by Purchaser or by operation of law, except with the written consent of a corporate officer of Carter
- 3. CREDIT AND SECURITY INTEREST: This Order shall be subject to Carters approval of Purchasers financial responsibility and credit on the actual delivery date, and Carter reserves the right to restrict this Order to a cash sale or to specify all credit terms and security to be given for the extension of credit or lease. Purchaser shall sign such financing, security, loose and other documents and financing statements as required by Carter. Should Carter require a security interest in the Equipment, Purchaser shall undertake such steps at its expense as might be required by Carter to assure Carter that it has a fully perfected prior security interest. Purchaser grants and Carter reserves a purchase money security interest in the Equipment until such time as Carter has received payment in full. In this connection, Purchaser authorizes Carter, any of its agents and employees, as its attorney in fact to execute and file (manually and electronically) on behalf of Purchaser such financing statements as might
- 4. PURCHASERS WARRANTY OF TITLE ON TRADED EQUIPMENT: Purchaser represents and warrants to Carter that all goods and equipment transferred to Carter as a trade-in or as partial consideration upon payment of any pay-off shown on the reverse side hereof will be free and clear of all liens, claims and encumbrances.
- 5. CHARGES: In event of nonpayment when due of any indebtedness of Purchaser to Carter continuing for 10 days or more, a late charge of 5% of the amount of such payment due shall, at Carters option, be paid Carter by Purchaser. If the Equipment is sold on open account, then all unpaid indebtedness for open account purchases not paid within 30 days from date of invoice shall bear interest at the rate of 2% per month.
- Tax Exemption Number (if applicable):

**Sign**

- SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

**TERMS & CONDITIONS:**

- 1. TRANSPORTATION CHARGES TAXES: If transportation charges are not included in the price of the Equipment, as specified on reverse side, the same shall be paid by Purchaser upon delivery of the Equipment. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation changes. Purchaser shall pay, in addition to the sales price applicable at the time of delivery, all excise privilege sales, use, and other taxes and tariffs, whenever due, and in the event the same are paid by Carter, Purchaser will reimburse Carter for the cost thereof forthwith.

**Disclaimer**

OTHER THAN AS PROVIDED IN CARTERS STANDARD WARRANTIES AND DISCLAIMERS, THERE ARE NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CARTER EXCLUDES ANY WARRANTY AGAINST INTERFERENCE OR INFREINGEMENT. Carter shall not be liable for any direct, indirect, cover, consequential or incidental damages or lost profits of any nature whatsoever in connection with this agreement. The remedies stated in Carters Standard Warranties and Disclaimers are the exclusive remedies available to Customer.

QUOTE

## SALES ORDER TERMS AND CONDITIONS

This Sales Order, together with Carter's **Standard Warranties and Disclaimers** and any Application for Credit/Financing and addenda thereto, constitutes the "Agreement" between you and Carter Machinery Company, Inc. and its wholly owned subsidiaries (collectively, "Carter") relating to the matters set forth herein and identified on the front page. As used herein, the term "Products" refers to the machinery, equipment, parts, and services that are the subject of this Agreement. Notwithstanding anything to the contrary in any other document, the terms of this Agreement control over all conflicting terms provided by you, whether before or after this Agreement and whether or not signed or acknowledged by Carter.

- 1. Warranties and Disclaimers.** ALL ORDERS ARE SUBJECT TO THE SEPARATE WRITTEN STATEMENT OF **CARTER'S STANDARD WARRANTIES AND DISCLAIMERS** ATTACHED HERETO AND INCORPORATED HEREIN. The same is available on Carter's website. EXCEPT AS PROVIDED IN THE SEPARATE WRITTEN STATEMENT, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No testing or examination of any Product by Carter constitutes or creates any type of warranty for that Product.
- 2. Limitation of Damages and Remedies.** Carter shall not be liable for any indirect, consequential, incidental, special, punitive, lost profit, or cover damages of any nature whatsoever. The remedies provided herein are Customer's exclusive remedies.
- 3. Compliance with Laws; Indemnification.** Customer assumes, at its own cost, the entire responsibility for complying with all laws, rules, regulations, codes, standards, requirements, and manufacturer's specifications pertaining to the Products, including the Occupational Safety and Health Act and the Federal Coal Mine Health and Safety Act. Customer acknowledges that Products may require additional safety guards or devices before they can be used and Customer assumes the entire responsibility for determining and installing such safety guards and devices. Customer shall indemnify, defend, and hold harmless Carter, its subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns, from and against all claims, suits, demands, injuries, fines, fees, losses, or damages of any kind, including attorneys' fees, whether to person or property (including death), actually or allegedly caused by or arising from, directly or indirectly, in whole or in part, any Product and/or any failure by Customer to comply with this Agreement, except that Customer is not obligated to indemnify Carter for injury or damage caused by or resulting solely from Carter's own negligence.
- 4. Prices, Shipping, and Taxes.** Except as otherwise provided herein, prices of parts, supplies, and services are the prices established by Carter in effect at the time of delivery. Customer is responsible for, and shall reimburse Carter for, all shipping, transportation, and other delivery charges, including special order charges. In addition to any sales price, Customer shall also pay all excise, privilege, sales, use, and other taxes and tariffs when due.
- 5. Payment and Default.** All invoices are due and payable according to the payment terms contained therein, or, if any invoice does not contain payment terms, upon receipt. In the event of nonpayment of any indebtedness when due, Carter may charge Customer a late charge of 2% per month computed on the unpaid indebtedness (or if prohibited by applicable law, the maximum lesser amount allowed by law). Failure to pay any amount when due or to otherwise comply with any term of this Agreement constitutes default. If Customer defaults, Customer shall pay Carter all costs and expenses incurred by Carter in enforcing this Agreement, including reasonable attorneys' fees (minimum 25% of any unpaid balance).
- 6. Time of Delivery, Force Majeure, and Risk of Loss.** Carter makes no guaranty or warranty of the availability date of any Product and any such date specified in this Agreement or any quote is merely an estimated date of shipment or delivery. Performance by Carter is subject to "Force Majeure," which means all circumstances and actions whatsoever beyond the direct and immediate control of Carter, including but not limited to: Acts of God; war and riot; intervention of authorities or agencies of government, including for environmental preservation; embargoes; pandemics; epidemics; government-mandated quarantines, work stoppages, or import/export controls; vandalism; sabotage; strikes; lockouts; shortages or delays in the supply of fuel, power, raw materials, or component parts; any mechanical, electronic, or communications failure that prevents transmission or receipt of data; and any other cause beyond Carter's reasonable control. Carter shall not be liable for any loss or damage caused to Customer, nor shall Customer be entitled to cancel an order, for any failure of performance by Carter due to Force Majeure. Risk of loss passes to Customer upon delivery of a Product to Customer or to a common or contract carrier. Ownership of any Product passes to Customer only after initial payment is received.
- 7. Credit and Security Interest.** Each order is subject to Carter's approval of Customer's, or any guarantor's, financial responsibility and credit on the delivery date, and Carter reserves the right to restrict any order to a cash sale or to specify all credit terms and security to be given for the extension of credit. Carter reserves a purchase money security interest in all Products until such time as Carter has received payment in full. Customer authorizes Carter to execute and file (manually or electronically) all such financing statements and other documents as required to perfect such security interest.
- 8. Data Governance.** Customer agrees that the collection, sharing, and use of data concerning Customer's personal information and the Products, for purposes of, at minimum, ordinary diagnosing, servicing, and repair of Products, providing services to Customer and others, enabling Cat® Connect and other digital offerings, and for general business purposes, is subject to the Data Governance Consent Statement of Caterpillar, Inc., which is available at [www.cat.com/data\\_governance\\_statement](http://www.cat.com/data_governance_statement) and incorporated herein. Customer agrees to allow, and hereby grants, a worldwide, perpetual, fully paid up, non-exclusive, irrevocable license, including the right to grant and authorize sublicenses through multiple levels, to Caterpillar, Inc. and its subsidiaries and affiliates (collectively, "Caterpillar") and each of their respective licensors, service providers, dealers, suppliers, subcontractors and/or distributors to use, access, process, manipulate, modify, transfer all data that is collected, transmitted or processed in accordance with the Data Governance Consent Statement, and to compile it with other data or works and/or create derivative works out of it. Such license applies retroactively to the date such data was collected, and the foregoing grant by Customer is made notwithstanding any more limited rights granted in any other agreements or understandings, including in any product manuals or other documentation related to Assets (as that term is defined in the Data Governance Statement). To the extent the Products are equipped with a telematics system or similar device (e.g., Product Link), Caterpillar may, from time to time, remotely access and program telematics or other installed devices for any purpose, including installation of updates and upgrades to software, firmware, or operating systems, introduction of new features, and changes to the type and/or frequency of data being transmitted from the Products. Caterpillar cannot, and does not, guarantee that user preferences and configuration settings will be preserved following such remote access and programming. To the extent not prohibited by law, Caterpillar may perform such activities without further notification to Customer. Customer may withdraw its consent to the installation of updates and upgrades at any time, or make other related requests to Caterpillar, by contacting Caterpillar at [CatConnectSupport@cat.com](mailto:CatConnectSupport@cat.com). In the event Customer transfers ownership, lease, use, or operation of any Product or Asset to anyone else, Customer should notify Carter of the transfer, and also notify the transferee of the terms and location of the Data Governance Statement.
- 9. Miscellaneous.** If Carter fails to enforce any right or remedy herein, such failure is not a waiver of Carter's right to exercise the same or any other right or remedy at any time. If more than one person or entity is named as customer, liability is joint and several. This Agreement may not be amended except in writing signed by both parties. The UN Convention on Contracts does not apply and is specifically disclaimed. No order can be assigned by you without the written consent of an officer of Carter. **All contractors shall abide by the requirements of 29 CFR 471 Appendix A to Subpart A, 41 CFR 60.1.4(a), 60-300.5(a) and 60-741.5(a) and comparable state law, as applicable. These and state regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. These and state regulations also require that contractors take affirmative action to employ and advance in employment individuals without regard to any such discriminatory bases.** This Agreement is governed by Virginia law (without regard to conflict of law rules) and entered in Virginia. **You agree that any dispute or claim that in any way relates to or arises from this Agreement or any order with Carter will be resolved exclusively in the state or federal courts in Norfolk or Roanoke, Virginia, and irrevocably submit to such jurisdiction and venue. YOU WAIVE ANY RIGHT TO JURY TRIAL and any defenses of lack of personal jurisdiction or forum non-conveniens.** A facsimile or electronic signature is valid as an original.