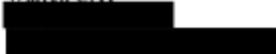




3641 South Tacoma
Tulsa
(918) 591-5430

Brandon Hillin
Electric Power Sales Representative
Warren CAT



October 3rd, 2018

We are pleased to submit our proposal for (2) new Caterpillar model D175-8 Diesel packaged generator set, rated 175 kW standby, 480 volt, 3 phase, 60 cycle. The genset is equipped with the following features:

C 7.1 ENGINE
PERMANENT MAGNET EXCITATION
EMCP 4.2 CONTROL PANEL

Additional Features:

- STANDBY POWER
- UL 2200 LISTED PACKAGE GEN SET
- 60Hz 3PH 480/277 VOP610
- STANDARD WARRANTY
- 130C TEMP RISE OVER 40C AMBIEN
- NFPA 110 BUNDLE
- 400A Breaker
- SILENCER SYSTEM 25dBA
- STANDARD RADIATOR
- STD AIR CLEANER - LIGHT DUTY
- WET BATTERY (B1W)
- NFPA BATT CHARGER UL10A 120VAC
- JACKET WATER HEATER
- REMOTE EMERGENCY STOP

(2) D 175-8 Electric Generator **\$76,714.92**

FOB: Florida

Lead Time: 12 to 13 weeks pending approval of submittal

Terms: Net 30 days with approved credit

DOES NOT INCLUDE INSTALLATION, ANCHORING, WIRING, FUEL, OFFLOADING, START UP, OR ANY APPLICABLE TAXES

Quote Includes:

Our equipment proposal is described in its entirety above and includes no material or services that are not specifically stated

QUOTE VALID FOR 60 DAYS

This proposal is our interpretation of the specification/RFP and does not guarantee compliance.

WC TERMS AND CONDITIONS OF SALE ON FOLLOWING PAGE

TERMS AND CONDITIONS

1. **AGREEMENT.** Warren Power & Machinery, Inc. doing business as Warren Cat (“Seller”) offers to sell the products and materials (the “Goods”) indicated on the face of this Sales Agreement, Sales Order or Sales Quotation (the “Order”) to the purchaser or buyer (“Buyer”) indicated on the Order in accordance with these Terms and Conditions. Submittal of a purchase order for the Goods by Buyer, execution of the Order by Buyer, or any other express acknowledgement of the Order by Buyer constitutes acceptance of this offer, which offer and acceptance constitute a legally enforceable agreement (“Agreement”) between Seller and Buyer. Any additional or different term or condition on Buyer’s purchase order or acknowledgement form, or otherwise communicated in writing or orally by Buyer in accepting this offer, is deemed to be a material alteration of this offer and is objected to and rejected by Seller.
2. **PRICE.** The prices contained in this offer are firm for thirty (30) days from the date of this offer. The prices are exclusive of all sales, use, excise and other similar taxes.
3. **TERMS OF PAYMENT.** Unless otherwise stated on the face of the Order, Buyer shall pay Seller for the Goods and all applicable taxes within thirty (30) days from the date of Seller’s invoice. Any unpaid amount bears interest at a rate equal to the lesser of (a) 18% per annum, or (b) the maximum rate permitted by applicable law.
4. **DELIVERY.** Delivery of the Goods is Ex Works (Incoterms 2010) Seller’s facility indicated on the face of the Order. Any delivery date on the face of the Order is approximate, and Seller has no liability for failure to deliver the Goods by the delivery date.
5. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTY OF TITLE, SELLER MAKES NO WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, CONCERNING THE GOODS, IT BEING THE INTENTION OF SELLER AND BUYER TO NEGATE EXPRESSLY AND TO EXCLUDE ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE GOODS AND ANY OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE OR SIMILAR LAW AS ADOPTED IN THE STATE OF TEXAS OR ANY OTHER JURISDICTION. BUYER WAIVES ANY CLAIM IT HAS AGAINST SELLER FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE GOODS OR BY ANY DEFECT IN THE GOODS, USE OR MAINTENANCE OF THE GOODS OR SERVICING OR ADJUSTMENT TO THE GOODS, AND PURCHASES THE GOODS AS-IS. Seller will provide commercially reasonable assistance to Buyer in enforcing any manufacturer’s warranty.
6. **FORCE MAJEURE.** Seller may suspend performance under this Agreement during the occurrence of a delay arising from causes or events beyond Seller’s reasonable control, including acts of God, fire, war, strike, loss or shortage of transportation, lockout or commandeering of raw materials or products or plants or facilities by a governmental authority.
7. **PATENT INDEMNITY.** Seller shall, at its own expense, defend any suit or cause of action against Buyer for alleged infringement of patent rights arising from the sale or use of the Goods and indemnify and hold Buyer harmless from any damages, liabilities, claims, losses and expenses (including reasonable attorneys’ fees) paid or incurred by Buyer in connection with the suit or cause of action.
8. **CANCELLATION.** If Buyer desires to cancel or change any portion of the Order, Buyer may request same in writing to Seller. Seller may, in its sole discretion, accept or reject any request and may charge Buyer a reasonable fee and any costs Seller incurs related to the change or cancellation as a condition to accepting any cancellation or change.

9. GOVERNING LAW, JURISDICTION AND VENUE. This agreement is governed by and construed in accordance with the laws of the state of Texas applicable to agreements made and to be performed entirely within that state. This agreement is performable in Midland County, Texas, and buyer waives the right to be sued elsewhere. Without excluding any other jurisdiction, buyer agrees that the state and federal courts of Texas located in Midland, Texas have jurisdiction over any proceedings in connection with this agreement and submits with respect to itself and its property to the jurisdiction of any like court for the purpose of any suit, action, proceeding or judgment relating to or arising out of this agreement.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY (NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF EITHER PARTY) IS LIABLE HEREUNDER TO THE OTHER IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, WHETHER THE ACTION IN WHICH RECOVERY OF THE DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE), GROSS NEGLIGENCE, INTENTIONAL OR WRONGFUL ACTS OR STRICT LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ANY STATUTORY REMEDIES INCONSISTENT WITH THESE TERMS ARE WAIVED BY THE PARTIES.

11. INDEMNITY. BUYER SHALL PROTECT, DEFEND , INDEMNIFY AND HOLD HARMLESS SELLER AND ITS AGENTS, AFFILIATES, EMPLOYEES AND ASSIGNS (“SELLER GROUP”) AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER, INCLUDING ATTORNEY’S FEES, ARISING IN FAVOR OF ANY PERSON, INCLUDING EMPLOYEES OF BUYER, ON ACCOUNT OF PERSONAL INJURY OR DAMAGE TO PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING FROM THE SELECTION, PURCHASE, OWNERSHIP, DELIVERY, USE, OPERATION, MAINTENANCE, REPAIR, OR RETURN OF THE EQUIPMENT WHETHER SUCH LOSS, DAMAGE, OR INJURY OR LIABILITY ARISES WHOLLY FROM OR IS CONTRIBUTED TO BY THE NEGLIGENCE OF THE SELLER GROUP AND WHETHER CAUSED OR CONTRIBUTED TO BY IMPERFECTIONS OR DEFECTS OF THE GOODS, WHETHER LATENT OR PATENT, OR FROM ANY OTHER CAUSE WHATSOEVER.

12. DESTINATION CONTROL STATEMENT. If exported, these commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. This includes the use of these goods in the support of exploration or production for deep water, Arctic offshore, or shale oil projects that have the potential to produce oil in the Russian Federation or in maritime area claimed by the Russian Federation and extending from its territory.