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Quote.#	510633
Date	07/26/2024
Expires	08/26/2024

Bill To	Ship To
TOWN OF MUNSTER 1005 RIDGE ROAD MUNSTER, IN 46321	MUNSTER PUBLIC WORKS 508 FISHER STREET MUNSTER, IN 46321

Sales Rep	Project Manager	Attention	Total Proposal
Dale Huizenga	Dale Huizenga	RUSS KORYZA	\$10,980.00

#### Scope of Work

- OPW FMS AX7 Beta System w/HID Reader.
- Systems operation using RFID Vehicle key fobs & existing HID employee fobs
- Remove existing fuel management system & mount new AX7 system pedestal.
- Complete electrical installation for pedestal and pump control.
- Install Ethernet converter if needed for communication to customer Wi-Fi or wired network.
- Verify functionality of system with existing equipment.
- Connect to customer network utilizing customer furnished LAN connection and verify connectivity.
- Register all equipment with manufacturer
- Includes 300 RFID Key Fobs
- EKOS SaaS cloud based fuel management application and training.
- Includes data upload of current vehicle and user data.

#### Exclusion Notes

Dover AX7 System sold at Beta Pricing -50% discount.

#### Payment Notes

NET 30

Purchaser Print Name:	Signature:	Date:
Seller Print Name:	Signature:	Date:

I have examined this proposal and agree to the items or specifications above along with the terms and conditions as detailed on the attached. Prices are valid until the expiration date above. Prices are based on current costs and therefore subject to change without notice to account for changes in the cost of raw materials and other direct costs beyond Seller's control. **The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.**

## TERMS AND CONDITIONS

**Offer Acceptance:** When a proposal is accepted by the Purchaser, it will constitute a bona fide contract, subject to the terms and conditions and approval of the Seller's Credit Manager. Delivery of the materials/equipment herewith, installation of the specified equipment, Purchaser's acceptance hereof (either in writing or orally in person or over the telephone), and/or the issuance of an invoice, constitutes a binding acceptance by the Purchaser of a bona fide contract. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

**Title and Ownership:** Unless otherwise directed by customer, if this contract includes installation, it is a construction contract which is an agreement between this Contractor/Seller and the Purchaser/Owner to alter, improve, repair, replace, or erect real property. It is expressly agreed that title to and ownership of the fixtures included in this construction contract pass to the Purchaser/Owner upon permanent and complete installation of the fixtures to real estate. A construction contract will include a surcharge (S/C) to cover the non-itemized expenses incurred in the fulfillment of the construction contract.

If this contract does not include Installation or if it is a contract with a valid tax-exempt organization or if a valid resale certificate has been issued, it is a sale of tangible personal property and it is expressly agreed that title and ownership of the fixtures pass upon delivery, prior to installation. All taxable sales of tangible personal property will have the appropriate sales tax (S/T) on the invoice.

The S/T or S/C amount shown on this invoice has been calculated per a tax code as determined by the type of sale and location of the job being completed; the first and second paragraphs of this section control as to whether a sales tax or a surcharge is calculated while the location of the job determines the rate. The appropriate sales and or use taxes are being remitted to the various states, counties and cities by B & K Equipment per the tax code assigned in the states of IL and IN. For all other states it is the Purchaser's responsibility to self-accrue and remit the appropriate use tax when due.

If for any reason this contract is not paid in full within 90 days of completion of installation, it is agreed that in addition to collecting all balances due, the contractor shall have the right to remove the installed fixtures without written permission from or prior notice to the Purchaser/Owner and thereafter the fixtures shall become the personal property of Contractor and Contractor shall not be responsible for any damage to Purchaser/Owners property caused by such removal. It is expressly agreed that the Purchaser/Owner hereby authorizes the removal without further written permission or notice to the Purchaser/Owner. Contractor will only reinstall the fixtures after all past due balances and reinstallation charges are paid in full.

**Grant of Security Interest:** For sales of tangible personal property, Purchaser hereby grants, and Seller retains a purchase money security interest in said product/equipment, including proceeds there from, for the purpose of securing Purchaser's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the product/equipment upon Purchaser's default in payment, and charge Purchaser with any deficiency. Purchaser shall be held responsible for all late fees including the cost of all means secured by Seller to collect payments on delinquent accounts. Purchaser agrees to execute upon demand appropriate financing statements for perfecting this security interest. If the work is to be performed on property not owned by the Purchaser, upon Seller's request, Purchaser shall provide a Landlord's Waiver in a form acceptable to Seller.

**Payment and Collection Terms:** It is expressly understood and agreed that payment in full shall be due upon completion of installation or delivery unless prior arrangements have been made and agreed to. Interest at the rate of 1 1/2% per month shall accrue on any unpaid balance thereafter until paid in full. In the event this contract shall be placed for collection, the Purchaser/Owner shall be responsible for payment of all costs of collection, service charges and legal/attorney fees which shall accrue and be due and payable hereunder in addition to the balance due and owing, including interest thereon.

**Shipping Terms:** The shipping terms, include the F.O.B point (such as "Shipper's dock" or a designated destination), must be indicated on the face of this proposal. The shipping terms should also include whether freight is "collected" or to be "prepaid and add". If these terms are not indicated, they may be chosen by the Seller. Whenever merchandise is delivered to the designated F.O.B point, a common carrier (by manufacture of Seller), or received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses due to fire or vandalism) and title passes to Purchaser, and Purchaser shall be liable to Seller for full price of the merchandise. Delivery to Seller's warehouse for purpose of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

**Governmental compliance:** Environmental compliance is Purchaser's responsibility. Its failure to comply strictly with applicable federal, state, or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void all express or implied warranties of Seller. It is Purchaser's responsibility to report any inventory shortage or suspected releases to federal, state and all other authorities having jurisdiction and to Seller or a certified tank handler within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal state or local environmental requirements, rules and/or regulations, including those applicable to notice. Unless otherwise specified herein, Purchaser shall register all new or replacement regulated storage tanks in accordance with applicable state and local regulations. Purchaser represent that no consent, approval, or authorization, declaration or filing with any third party or governmental agency is required in connection with the performance of the Purchaser's obligation hereunder or to permit Seller to perform its obligation hereunder, other than those approvals that have been previously obtained by Purchaser.

**Digging and/or Excavations:** Digging and excavating quotations are based on normal soil conditions. Should any digging or excavating be included in this agreement, and any heavy rock, shale, water frost or unusual doffing be encountered the Contract Price shall be increased at contractor's normal labor hourly rate except that any outside contract work required shall be charged at Contractor's cost plus its customary administrative charge. In the event of cave-ins, and the necessity to shore or slope hole, all associated cost with the removal of the excess soil and replacement with either sand or gravel will be considered extra and all such cost shall be borne by Owner. In the event underground structures, cables, conduit, debris, rock, water, utilities, or running sand are encountered, destroyed or damaged during the performance of the work, Contractor shall not be held responsible, and Owner shall indemnify and save harmless Contractor and its agents and employees from all suits, actions or claims brought about by such encounter, destruction or damage. Should dewatering be required, the contractor shall not be responsible for disruption of adjacent backfill materials whether known or unknown at the time of the excavation, repairs to paving, concrete or structures shall be borne by Owner. Finished grades are to be established and verified by Owner. Owner will be responsible for filling all underground storage tanks with liquid for ballast after tank is installed and backfilled to top of tank. All costs in filling of underground storage tanks with water or product for ballast, shall be borne by Owner. Contractor shall notify Owner when product and/or ballast will be needed. Contractor shall not be responsible for the contamination or loss of product used as ballast. In the event any tanks should float, Contractor shall be held blameless, and shall not be responsible for the contamination or loss of the product used for ballast. All expenses for equipment, labor, materials, and sub-contractors to reinstall tanks, or to clean up contamination or pollution shall be borne by Owner. Removal of ballast from tanks shall be at the expense of Owner unless otherwise specified herein. Owner shall be responsible for keeping accurate daily inventory records of all products used for ballast and must notify Contractor immediately if shortage occurs. Should the job be abandoned entirely as a result of such conditions, Contractor's cost for work performed to date shall be paid by Owner. Contractor will notify Owner of such conditions before proceeding with removal.

**Hardware/Software Compatibility:** In connection with this proposal, the parties assume that any fueling system hardware and software supplied by Purchaser is inherently compatible and requires only routine start-up programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller shall be entitled to full payment of the Contract Price including any extra charges to complete changes to customer equipment.

**Changes:** This agreement may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and the time of completion, subject to Seller's approval. A charge may be made for changes in drawings and/or specifications after Purchaser and Seller have previously agreed upon same. The total charge will include order reprocessing costs, additional material and labor costs. The total charge for these changes will be agreed to after receipt of written Purchaser authorization or direction for these changes. All clerical errors are subject to correction.

**Contingencies:** Seller will be excused from performance under this agreement and will have no liability for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays cause by the Purchaser or a third party or by an act of God, war, civil disturbance, fire, floods, frost, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of government agencies, accidents, court order, labor dispute, third party performance or nonperformance, or other cause beyond Seller's reasonable control, including, failures or fluctuations in electric power, heat, light, or telecommunications, and such nonperformance shall not be a default hereunder, or ground for termination of this agreement.

### Limited Warranty:

- Seller does not extend warranties to purchasers of material and equipment. The products sold may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. Manufacturer or Seller has no liability whatsoever for indirect, special, incidental, or consequential damages, including but not limited to lost profits, down time, loss of material or product, clean-up costs associated with loss of product or damages to other equipment, unless said damage or loss is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees or contractor. Seller represents that it will convey good title to items purchased, however, except as modified in the next paragraph, Seller makes no other warranty of any kind whatsoever, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Seller.
- Seller extends to Purchaser a limited warranty for Seller's work performed under this proposal that such work will be rendered in accordance with good commercial practice for a limited period of 90 days from the date of Seller's completion of such work, unless otherwise required by applicable law; however, if during this period, there is a malfunction due to Seller's improper or substandard performance, Seller's liability is limited to the cost of repair or replacement of such equipment (provided that Seller is given the option of performing such repair or replacement work). This limited warranty is null and void in the event that the Purchaser or third party performs subsequent work on the equipment installed or repaired by Seller. Under no circumstances is Seller liable for indirect, special, incidental, or consequential damages, including but not limited to lost profits, down time, loss of material or product, clean-up costs associated with loss of product, or any damage to equipment not serviced, repaired, or installed by Seller. In the event that Seller shall be liable to Purchaser for damages arising under or in connection with this agreement, whether arising by negligence, intended conduct (but not intentional misconduct) or otherwise, Purchaser may receive from Seller its direct damages not to exceed the aggregate amount of purchase price paid for the particular good or services to which a claim of liability is asserted.
- Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold harmless from and defend and indemnify Seller for losses or claims for tank(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under the terms of this proposal, and Purchaser shall at all times provide adequate ballast.

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE WARRANTY IN ANY WAY.