



Offer to Sell

Sold To
Key West Resort Utilities KWRU
 Greg Wright
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 United States
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Seller
Rob Hansen
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Offer Number	Offer Date	FOB	Terms
GPSQ6863-04	Jan 17, 2018	Origin	SEE BELOW

Line	Qty	Description	Unit Price	Ext. Price
1	1	800KW MTU Onsite Energy Generator Set Air Filters: Y Alternator Make: Marathon Alternator Model: 574RSL4038 Alternator S/N: MT-0042707-0117 Amps: 1203 Battery Charging Alternator-Volt: Yes - 24V Block Heater - Watts/Voltage: -20 Deg F Block Heater Included, 208V 1PH 6000W Breaker Mfg: GE Breaker Options: Single Circuit Breaker Breaker Rating: 1200 Amp 3 Pole Condition: New Control Panel: Y Control Panel Mfg: MTU Control Panel Model: MGC-2020 Cooling: Skid Emissions Tier: 2 Enclosed: Sound Level 3 Engine Manufacturer: MTU Engine Model: 12V2000G85-TB Engine S/N: 5352012451 Ext. Notes: Breaker rating 1200 Amp 3 Pole 100% CB Powerbreak SSF16G216 Single Circuit Breaker, CB Auxiliary Switch 1200-4000A 100% Powerbreak, CB Shunt Trip 1200-4000A 24V 100% Powerbreak Frequency: 60 Hz Fuel Tank: 24-Hour 1390 Gallon Extended Base Fuel Tank W Stub-Up, UL142 Fuel Type: Diesel Genset S/N: 95020500364 Governor: Electronic Isochronous Hours: 0 HP: 1194 Insulation Class: H4 kW: 800 kW Rating: Standby Model: 12V2000 DS800 Phase: 3 PMG: Y Power Factor (PF): .8 RPM: 1800 Shipping Info (LxWxH lbs): 350" L X 96" W X 136" H, 28,000 lbs	\$154,500.00	\$154,500.00

Line	Qty	Description	Unit Price	Ext. Price
		Silencers: Internal Critical Grade Silencer sku: 5358 Sound Level- dB@23feet: 76 Temp Rise: 130 Deg C Trailer: No Voltage: 480 Warranty Term: Year Year: 2017 Estimated Lead Time - In Stock, Ready to Ship Warranty - Mfg. / Vendor Pass Through		
2	1	Freight to Key West, FL	\$9,138.89	\$9,138.89
3	1	Tank Modifications - Retrofit Sub-BaseTank to meet Florida DEP Code Requirements - Ship Genset to Tramont, Inc where work is to be performed.	\$4,900.00	\$4,900.00
4	1	Placeholder to add Risers to tank - Note: Risers may not be necessary in Key West. If risers are not needed, this placeholder will be credited back to KWRU	\$1,100.00	\$1,100.00
5	1	Onsite Start and Test NFPA 110 Start-up for (1) 800 kW MTU Generator in Key West, FL per the following: - (1) technicians for up to (1) 8 hour day of start-up and load bank testing - 2 hour load bank test - Includes resistive only load bank and cable (50') rental. - 4 hour O&M Training Notes: - Work to be performed during normal business hours. Anything in addition to what is included above will be billed on a time and materials basis. - Fuel to be supplied by Buyer. - Site is assumed to be within 110 miles of the nearest service center. Anything over 110 miles may result in extra charges.	\$6,989.00	\$6,989.00

Line	Qty	Description	Unit Price	Ext. Price
<p>SCHEDULED DELIVERY DATE: Any delay in scheduled delivery date caused by or requested by Buyer shall not change the due date of any payments to Seller. All payments due prior to delivery shall be made prior to scheduled delivery date. In the event Buyer requests or causes a delay in delivery, "net" terms shall commence on the scheduled delivery date. Buyer shall pay all costs associated with the delayed delivery, including but not limited to storage, handling and transportation of the equipment, applicable federal, state, and local taxes and any other costs incurred by Seller in making further attempts to deliver the equipment. Offer valid for 30 days. Offer subject to the availability of equipment. Equipment subject to prior sale. See attached for additional terms and conditions.</p>			SubTotal	\$176,627.89
			Tax	\$0.00
			Grand Total	\$176,627.89
			All funds are to be paid in U.S. dollars.	

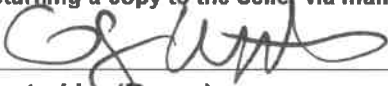
If GPS is responsible for shipping, it is at the discretion of GPS to choose the freight carrier. Buyer shall be responsible for all charges payable on account of Buyer's shipment. GPS is not liable for any loss or damage or for the acts or omissions on the part of the carrier.

Generator Derates: Unless otherwise stated, Offer to Sell does not include engine/generator derates due to elevation, temperature, fuel or any other non-standard environmental or site conditions. Please consult manufacturer's data sheets for information on derates.

Terms: 50% due with PO. Balance due Prior to Shipment

- Notes:**
- 1) Government taxes are not included and will be added to the invoice if applicable.
 - 2) Jobsite Startup and Testing is limited to the scope as noted above. Any additional work, if required, will be billed on a Time and Materials basis.
 - 3) This quote is based on the above bill of materials only. No formal specs have been sent to GPS.
 - 4) Freight to Jobsite is included. Offloading of the equipment is not included and is the responsibility of KWRU.
 - 5) It is our understanding that KWRU intends to replace the current 1200 amp genset circuit breaker with a pair of new 600 amp breakers. Assuming this work is conducted in a professional manner by a licensed electrician in accordance with relevant NEC codes, the MTU Warranty will not be impacted on all factory supplied components. The new breakers will not be covered under the MTU Warranty since they are not factory supplied or installed.
 - 6) The Mfg. / Pass Through Warranty will initiate upon successful onsite Start & Test by an MTU authorized Technician. This service is included in our proposed Scope of Work (see line item #5 above).

Please indicate acceptance of this Offer to Sell and the attached terms and conditions by signing on the signature line below and returning a copy to the Seller via mail; delivery such as UPS, facsimile or email is acceptable.



Accepted by (Buyer)

GLOBAL POWER SUPPLY, LLC
OFFER TO SELL TERMS AND CONDITIONS

1. The terms and conditions stated herein, together with such terms as are set forth in the attached OFFER TO SELL (collectively, the "Offer") with such specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from Seller, shall constitute the entire agreement between Global Power Supply LLC ("Seller") and Buyer. Any terms contained in Buyer's purchase order received from Buyer that are in addition to or different from the terms and conditions contained herein are expressly objected to and shall be deemed rejected by Seller, unless expressly accepted in writing by Seller. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Offer and terms and conditions set forth in any purchase order, invoice or other type of instrument pertaining to the subject matter thereof, the provisions of this Offer shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument. All additional or differing terms from this offer contained in any acceptance or purchase order shall be deemed material alterations and notice of objection to them is hereby given. Acceptance of this Offer must be in writing (including email) by an authorized representative of the Buyer.
2. Unless otherwise specified on the face of the attached OFFER TO SELL, all equipment shall be provided "as is" and "where is" with no warranty of any kind whatsoever (except as to title). It is the responsibility of Buyer to arrange for all aspects of transportation and delivery, including preparation for transportation, associated with the equipment that is the subject matter hereof, all at Buyer's cost and expense.
3. Title and risk of loss shall pass to Buyer at the time Seller gives written notice to Buyer of Buyer's right to possession of the equipment or when the equipment is delivered to Buyer or when Buyer enters on the premises where the equipment is located for the purpose of commencing preparation for transportation or delivery, whichever comes first. If the full purchase price for the equipment has not been paid by Buyer at said times as provided herein, then Seller shall have a lien on and have a security interest in the equipment until the purchase price is paid in full.
4. ***Seller warrants that Buyer shall receive good title to the equipment. It is expressly agreed that this warranty will be in lieu of all warranties of fitness and in lieu of the warranty of merchantability. Seller makes no other warranties, express or implied with regard to the equipment hereunder. The equipment is purchased by Buyer "as is" and Seller makes no warranty of merchantability or fitness for a particular purpose. Any affirmation of fact or promises made by Seller shall not be deemed to create an express warranty that the equipment shall conform to such affirmation or promise. Buyer acknowledges that it alone has determined that the equipment purchased hereunder will suitably meet the requirements of their intended use. Unless an additional warranty is specified by Seller on the face of the attached OFFER TO SELL, this is the sole and exclusive warranty provided by Seller to Buyer. If an additional warranty is so specified, then that warranty is exclusive (except as to title) and in lieu of all other warranties of quality including any warranty of merchantability or fitness for a particular purpose.***
5. This Offer (together with all attachments and documents incorporated or referenced herein), shall constitute the complete and exclusive statement of the terms and conditions of the Offer between the parties with respect to the equipment specified herein, and may hereafter be modified, amended or changed only by a written instrument executed by the duly authorized representatives of both parties. No course of prior or concurrent dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term or any part of any term leading to this Offer or be binding or of any force or effect. Seller's failure to strictly enforce any term or condition of this Offer or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this Offer are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity.
6. This Offer shall be governed by the laws of the State of California, without regard to conflict of law principles.
7. ***Under no circumstances, and in no event, shall Seller be liable in contract or in tort or under any other legal theory for special, punitive, indirect, incidental or consequential losses, or damages of any kind arising in connection with or from any contract resulting from this Offer by Seller or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, as a result of breach of contract or in tort or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer, shall Seller's liability to Buyer exceed a sum equal to the lower of (1) the difference between the purchase price herein and the market value of the equipment; or (2) the cost of replacement or repair of the equipment; or (3) the purchase price of the equipment as set forth on the attached OFFER TO SELL.***
8. Unless specified otherwise, on the face of the attached OFFER TO SELL, the terms of payment for the equipment hereunder are net thirty (30) days from date of invoice. Buyer shall be responsible for and agrees to pay for all sales, use, occupation, excise, or other taxes arising out of the sale of the equipment to Buyer in addition to the prices quoted or invoiced. Seller is not responsible for obtaining any permits or licenses relating to the equipment and Seller makes no representation
9. ***Buyer shall, at its own expense, defend, indemnify and hold harmless Seller and its officers, directors, agents, representatives and employees, from any and all claims, liabilities, fines, damages, losses and expenses (including attorneys' fees) of any kind whatsoever, arising out of or resulting in any way, directly or indirectly, from Buyer's preparation for transport of the equipment, transport of the equipment, installation of the equipment, use of the equipment, or any claim for the violation of any applicable local, state or federal law, order or regulation in connection with the equipment purchased hereunder, or from any act or omission of Buyer, its agents, employees or subcontractors, or any other action by Buyer in relation to the equipment. This indemnity shall apply without regard to whether the claim is based on breach of contract, breach of warranty, negligence, strict liability or other tort. This indemnity shall survive delivery and acceptance of the equipment.***
10. **Warranty Definitions.** For all purposes of this Offer, the following definitions shall apply to the warranty terms set forth on the face page of the attached OFFER TO SELL. This paragraph provides definitions only and does not indicate the existence of any warranty.
 - a. Commencement of warranty period. The warranty period shall commence at the time title and risk of loss pass to Buyer pursuant to paragraph 3 hereof.
 - b. Repair or replacement. This means that Buyer's sole and exclusive remedy shall be limited to the repair or replacement, at Seller's option, of any defective part. Replacement is defined as the physical replacement of the part or, at Seller's option, the whole or, at Seller's option, the payment to Buyer of a sum equal to the purchase price of the equipment as specified on the face of the attached OFFER TO SELL and Buyer shall return defective part or equipment back to Seller. All repair work shall be performed at a facility designated by Seller. Transportation costs to and from the repair facility shall be paid by Buyer. If this warranty is applicable, Buyer agrees that the remedy of repair or replacement is the sole and exclusive remedy of Buyer.
 - c. Manufacturer or other vendor pass through. This means that Seller will pass through to Buyer any warranty provided for the equipment by the manufacturer or vendor. Seller will assist Buyer in obtaining information and documentation with respect to said warranty. Buyer agrees that if this warranty is applicable, the sole and exclusive remedy of Buyer is that Buyer will look exclusively to the manufacturer or other vendor for any and all warranty claims.
 - d. Working condition on transfer of possession. This means that at the time Buyer first installs or tests the equipment and for 24 hours thereafter, it will perform its ordinary functions, taking into consideration the age of the equipment. In no event shall the time of installation or test be later than 30 days after the passing of title provided for in paragraph 3 hereof. If this warranty is applicable, Buyer agrees that Buyer's sole and exclusive remedy is the return of the equipment for a full refund of the purchase price.
 - e. No warranty obligations (except as to title) shall apply to any equipment (1) repaired, modified, or altered without prior approval of Seller; or (2) subject to misuse, abuse, accident, or inadequate maintenance; or (3) based on reasonable wear and tear.