



Offer to Sell

Sold To
Key West Resort Utilities KWRU Greg Wright 6630 Front Street Key West, Florida 33040 United States p: (305) 295-3301 f:

Seller
Rob Hansen Vice President Global Power Supply 136 West Canon Perdido Street Santa Barbara, CA 93101 p: (805) 683-3828 ext. 353 f: (805) 683-3823 rob.hansen@globalpwr.com

Offer Number	Offer Date	FOB	Terms
GPSQ7027	Mar 22, 2018	Origin	SEE BELOW

Line	Qty	Description	Unit Price	Ext. Price
1	1	Generac Magnum MDG75DF4 Mobile Generator Set 56KW Prime / 60KW Standby John Deere Tier 4 Final Engine MTG042 Trailer, Pintle Hitch, Single Axle, w/ Standard Surge Breaks Generator OEM: Domestic 49 States Mobile Generator Family: MDG Base Model: MDG75DF4 Duty & Power Unit: Prime Unit Output: 75kVA (60KW) Certifications Compliance: CSA Certifications Compliance: FT4 Emissions Compliant Certifications Compliance: NATM Frequency and Speed: 60 Hz Engine and Tier: Deere F4 Gen Type Option: Standard Unit Fan Option: Variable Speed Fan Voltage Regulator Option: PM600 Voltage Regulator Voltage Selection Options: 3 Position Selector Switch Phase Selector Switch Option: 3 Position Selector Switch Fuel Tank: Standard Run Single Wall Tank Paralleling Option No, Paralleling not required Miscellaneous Components: Battery Option Unit Type Option: Trailered Unit Trailer Brake Option Surge Brake Trailer Axle QTY Single Axle Trailer Hitch Option 3" Pintle Ring Trailer Adapter Flat 4 to Round 7 Spade Default override NO Trailer Brake Option: Surge Brake Model -Sales/Mktg/MM/Type Code: MDG75DF4 Alternate number: MDG75 Body Type Description: DIESEL GENERATOR Trailer Weight (lbs) 5610 lb Unit Weight (lbs) 4440 lb Trailer Weight (kg) 2544 kg Unit Weight (kg) 2013 kg GAWR (Gross Axle Wt. Rating) 6000 lb GAWR (Gross Axle Wt. Rating)KG 2,721 kg GVWR (Gross Vehicl Wt. Rating) 6000 lb GVWR (Gross Vehicle Wt. Rtg)KG 2,721 kg Length: 15	\$47,500.00	\$47,500.00

Line	Qty	Description	Unit Price	Ext. Price
		Number of Axles: SINGLE Rim Size: 15X6J Tire Specs: ST225/75R15(E) Tire Pressure: (PSI) 80 Tire Pressure: (KPA) 551 kPa Number of Cylinders: 4 HP for Cert of Origin: 97.00 HP (KW) for Cert of Origin: 72.51 KW Alternator RPM: 1,800 Rated Frequency: 60 Hz Rotor Winding: H Insulation Rating KVA Output: 1Ph & 1.0 PF 60 KVA Output: 3Ph & 0.8 PF 75 KVA Output: 3Ph & 1.0 PF 60 KW Output: 1Ph & 1.0 PF 60 KW Output: 3Ph & 0.8 PF 60 KW Output: 3Ph & 1.0 PF 60 Output Voltages: 1 Ph. 1.0 PF 240 Output Voltages: 3 Ph. 1.0 PF 208/480 Output Voltages: 3 Ph. 0.8 PF 208/480 Output Amperage: 1Ph. 1.0 PF 250 Output Amperage: 3Ph. 1.0 PF 222/96 Output Amperage: 3Ph. 0.8 PF 278/120 Generator Duty: Prime Trailer Type: P = Pintle Trailer Type: for VIN Tag TRAILER Body Type: SINGLE AXLE Form for VIN tag: [REDACTED] Data Label Form: SFC626B Mobile DPL Large Trailer Body Type for VIN: Nr T = Trailer Number for axles for VIN: Nr 1		

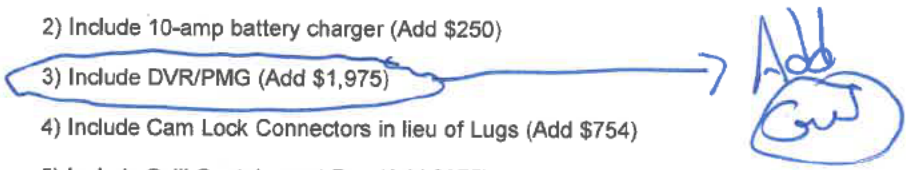
Warranty - Mfg / Vendor Pass Through

2	1	Freight to Key West, FL	\$4,400.00	\$4,400.00
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Optional Adders:

- 1) Include MMG130D IT4 Spare Tire and Carrier (Add \$695)
- 2) Include 10-amp battery charger (Add \$250)
- 3) Include DVR/PMG (Add \$1,975)
- 4) Include Cam Lock Connectors in lieu of Lugs (Add \$754)
- 5) Include Spill Containment Pan (Add \$975)

Note: FL Inspectors may or may not require this item and as such GPS recommends adding it.



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	\$51,900.00
			Tax	\$0.00
			Grand Total	\$51,900.00
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.

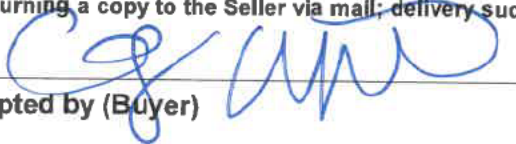
Generator Derates: Unless otherwise stated, Offer to Sell does not include engine/generator derates due to elevation, temperature, fuel or any other non-standard environmental or site conditions. Please consult manufacturer's data sheets for information on derates.

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) Freight to the jobsite is included. Offloading of the equipment is NOT included and is the responsibility of the buyer.
 - 3) This Offer to Sell is based on the above Bill of Materials only. No formal specs or drawings have been provided to GPS.
 - 4) Jobsite startup is not included on Generac Mobile Units in order to initiate warranty and thus is not included. The unit will be tested at the Factory prior to shipment and will arrive ready to operate. If jobsite testing is desired please let us know and we can provide an adder for this service.
 - 5) Lead time: 9-10 weeks after PO and release for manufacturing. Estimated transit time to jobsite is 4-5 business days.
 - 6) Diesel fuel is not included and is the responsibility of others.

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.