



3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

QUOTATION

EXHIBIT 1
NO. 190860REV1

Date: June 24, 2021

Page: 1 of 7

To: Contact: Fallon Franklin
Company: City of Santa Ana
Address: _____
City, Zip: _____
Phone: _____ Email: _____

Terms: Net 30, see T&C's
F.O.B. Jobsite, unloading by others
Sales Rep.: Pete Vainoris
Contact #: 562-201-3428
Email: pvainoris@quinnpower.com

Project Name: City of Santa Ana-Well 28 & 31 Sourcewell Contract #032119-CAT

Qty:	Description	Unit Price	Extension
1	<u>WELL 28</u> New Caterpillar, Model C13 Diesel Standby Generator Set. Rated 350kW , w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM.	\$ 203,738.00	\$ 203,738.00
1	<u>WELL 31</u> New Caterpillar, Model C13 Diesel Standby Generator Set. Rated 400kW , w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM.	\$ 216,280.00	\$ 216,280.00
City of Santa Ana Sourcewell ID#1888			
<p><i>Optional adders listed below.</i></p> <p><i>Includes standard features as listed in product data sheet and additional accessories as listed herein...</i></p>			

SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. **Quotation is good for 30 days from quote date above, expires after that duration.**

**Total Price
(SALES TAX NOT
INCLUDED):**

\$ 420,018.00



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Page: 2 of 7

BILL OF MATERIALS

Well 28 Genset

Description

EPA STATIONARY EMERGENCY
60HZ 480 VOLT (WYE)
STANDBY POWER
350ekW, 60Hz, 1800rpm
C13 60HZ PKG 350 CERTESE L2C
UL 2200 LISTED PACKAGE GEN SET
NO CSA CERTIFICATION
IBC SEISMIC CERT OF COMPLIANCE
ENGLISH INSTRUCTION LANGUAGE
GENERAL EPG
PUBLIC OR CIVIL SERVICES
EMERGENCY STANDBY POWER
AUTHORIZED APPROVAL NUMBER
SPACE HEATER 12
LC6114D SE ALT 1M
INTEGRATED VOLTAGE REGULATOR
105C TEMP RISE OVER 40C AMB
CONTROL PANEL MOUNTING LEFT
DUSTPROOF CONTROL PNL (IP52)
GEN RUNNING & FAULT RELAY
HEATER CONTROL GROUP
PERMANENT MAGNET EXCITATION 03
600:5 CT RATIO
125A LOAD CENTER
20A GFCI (CONTROLS SIDE)
GEN MOUNTING DUCT PLATE
90% FUEL ALARM PANEL & SENSOR
NO COLD WEATHER BUNDLE.
AUD&VIS FUEL ALARM (90% LEVEL)
WIDE BASE W/EXTENSION 04
660 GAL SUB TANK BASE (SA)
OVERFILL PREV & SPILL CONTAIN
SA LVL-2 ENC WHITE W/O WINDOW
150 MPH IBC CERT WIND ENCLOSURE
SOUND ATT LEVEL 2 ENCLOSURE
ENCLOSURE LIGHTS
EMCP4.2B CONTROL PANEL
DISCRETE I/O MODULE
GROUND FAULT RELAY INDICATION
OVERSIZED WET BATTERY
BATTERY CHARGER 10 AMP
JACKET WATER HTR PUMP STYLE 03
DUAL CIRCUIT BREAKER
POWER CENTER - RH MOUNTED
600A LSI MULT MANUAL 1ST CB
400A LSI MULT MANUAL 2ND CB



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Page: 3 of 7

SUSE DECALS & FILMS
1ST BREAKER AUXILIARY CONTACTS
2ND BREAKER AUXILIARY CONTACT
NEUTRAL BAR NDTs1
NOT REQUIRED
CB CABLE GP ABB/T6-800/600
2ND CB CABLE GP ABB/T5-400
NEUTRAL CABLE GP 800A
STD AIR CLEANER - LIGHT DUTY
STANDARD RADIATOR
SA LEVEL 2 MUFFLER
LOCAL ANNUN NFPA99-110/CSA282
QTY REMOTE ANNUNC
ANNUNCIATOR BOX
QTY REMOTE ANNUNC
REMOTE E-STOP BUTTON
NO PRODUCT LINK GEN CELLULAR
DECLINE / NOTAPPLICABLE
DEVICE SERVER
STD TEST - PKG GEN SET 0.8 PF
ALTERNATOR TEST REPORT
CAT DECALS
PGS TEST REPORT @ 0.8 PF

Well 31 Genset

Description
EPA STATIONARY EMERGENCY
60HZ 480 VOLT (WYE)
STANDBY POWER
350ekW, 60Hz, 1800rpm
C13 60HZ PKG 350 CERTESE L2C
UL 2200 LISTED PACKAGE GEN SET
NO CSA CERTIFICATION
IBC SEISMIC CERT OF COMPLIANCE
ENGLISH INSTRUCTION LANGUAGE
GENERAL EPG
PUBLIC OR CIVIL SERVICES
EMERGENCY STANDBY POWER
AUTHORIZED APPROVAL NUMBER
SPACE HEATER 12
LC6114D SE ALT 1M
INTEGRATED VOLTAGE REGULATOR
105C TEMP RISE OVER 40C AMB
CONTROL PANEL MOUNTING LEFT
DUSTPROOF CONTROL PNL (IP52)
GEN RUNNING & FAULT RELAY
HEATER CONTROL GROUP
PERMANENT MAGNET EXCITATION 03
600:5 CT RATIO
125A LOAD CENTER



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QUOTATION

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Page: 4 of 7

20A GFCI (CONTROLS SIDE)
GEN MOUNTING DUCT PLATE
90% FUEL ALARM PANEL & SENSOR
NO COLD WEATHER BUNDLE.
AUD&VIS FUEL ALARM (90% LEVEL)
WIDE BASE W/EXTENSION 04
660 GAL SUB TANK BASE (SA)
OVERFILL PREV & SPILL CONTAIN
SA LVL-2 ENC WHITE W/O WINDOW
150 MPH IBC CERT WIND ENCLOSURE
SOUND ATT LEVEL 2 ENCLOSURE
ENCLOSURE LIGHTS
EMCP4.2B CONTROL PANEL
DISCRETE I/O MODULE
GROUND FAULT RELAY INDICATION
OVERSIZED WET BATTERY
BATTERY CHARGER 10 AMP
JACKET WATER HTR PUMP STYLE 03
DUAL CIRCUIT BREAKER

POWER CENTER - RH MOUNTED
600A LSI MULT MANUAL 1ST CB
400A LSI MULT MANUAL 2ND CB
SUSE DECALS & FILMS
1ST BREAKER AUXILIARY CONTACTS
2ND BREAKER AUXILIARY CONTACT
NEUTRAL BAR NDTS1
NOT REQUIRED
CB CABLE GP ABB/T6-800/600
2ND CB CABLE GP ABB/T5-400
NEUTRAL CABLE GP 800A
STD AIR CLEANER - LIGHT DUTY
STANDARD RADIATOR
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DECLINE / NOTAPPLICABLE
DEVICE SERVER
STD TEST - PKG GEN SET 0.8 PF
ALTERNATOR TEST REPORT
CAT DECALS
PGS TEST REPORT @ 0.8 PF

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * (**additional sets, at additional cost**)
Fuel Tank Normal Vent Extension (12'ft above grade) *
Active DPF System +
Radiator Mounted Load Bank (60% rated) ^
Extended Service Coverage - 5 year / 2500 hour, Platinum w/ \$0 deductible from startup service
Complementary 1 year customer service agreement



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Page: 5 of 7

QPS field work

Delivery to jobsite (**offload/crane service by others**)
NFPA 110 Startup Service [**incl. generator inspection, 2hr load bank & 2hr building load test**] ~
On-site Training Session [**single, 4 hour day**]
** See adder price below for a separate training session**

Not included

Sales tax
Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Installation, wiring, piping, plumbing or anchoring of equipment
Diesel fuel, initial fill or for testing
Additional fuel tank modifications including separate fuel alarm panel and 95% critical high shutoff as this equipment is dependent on local authority having jurisdiction (call for pricing if required)

Optional adders

Pre-Startup Readiness Inspection (single day visit with contractor) – **Add: \$1,600.00**
Additional On-site Training Session [**single, 4 hour day**] – **Add: \$1,100.00**
IR Scanning [**at 60 days & at 11 months after installation, includes test report, genset and single ATS**] – **Add: \$4,900.00**

* = Shipped loose to jobsite, installed on site by others.
^ = Installed, assembled or prepared by QPS or 3rd party.
+ = Pre-assembled, removed for shipping, re-installed on site by others.
~ = Service truck must be able to park within 25'ft horizontally & vertically of unit, over 25'ft at additional cost, based on T&M and billed direct from QPS Service department.

Availability:

Submittals: Estimated (4-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)
Equipment: Estimated (24-26 Weeks) for factory build time after submittal approval.
Modifications: Estimated (Additional time 4-6 weeks) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.
**** Equipment prices and lead times are subject to change without notice.****

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is **CAT** standard product (with modifications) as listed above based on 1) verbal or written request and Dave Lewis Spec Sizer program based on customer provided loads. No specifications or drawings provided for review No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.

EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and



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Page: 7 of 7

comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:

By: Pete Vainoris

Quinn Power Systems

Phone: (562) 201-3428