

SALE TERMS AND CONDITIONS - "Terms"

1. **Payment.** Prior to shipment of the Equipment, the total contract purchase price is due and payable. Failure by Customer to pay the total contract price may excuse Company's obligations under this agreement, at Company's option. In the alternative, Company may agree to accept Customer's promise to pay for all or any part of the goods accepted, but Company is under no obligation to do so. In any event, if payment of the total contract purchase price is not tendered on delivery, the amount due hereunder shall bear interest at the rate of 1 ½% per month from the date due, until paid in full. The total contract purchase price and any other amount due to Company shall be paid in U.S. currency without deduction or offset.
2. **Delivery.** The Equipment sold under this Agreement shall be delivered to F.O.B. Company Facility. Company may complete partial deliveries of the Equipment purchased under this Agreement. If Seller engages third parties to deliver the goods, it does so as Purchaser's agent, with all transportation charges to be for Purchaser's account and with delivery deemed to occur when the goods are picked up at Seller's facility. Risk of loss and duty to insure the goods shall pass from Seller to Purchaser upon delivery as defined in this section
3. **Warranty.** Company warrants that it is the lawful owner of the goods, that it has the right to sell the same, and that the goods are free of any claim of lien or other encumbrance. Unless the Company provides separate written warranty documentation, the goods being sold are being sold on an "AS IS" basis, with Customer having full opportunity to inspect the goods, or to have the goods inspected for it by technicians of its choice, before the goods are delivered. Any recommendations and/or advice from Company is agreed to be informal and shall not create any warranty from Company; it shall remain Customer's sole responsibility to determine the suitability of the goods for the application intended by Customer. It is agreed that Company shall be held to no other warranty or representation whatsoever.
4. **Equipment and materials manufactured by people other than the Company are covered only by the warranty, if any, of the manufacturer.** To the extent necessary, the Company will assign to Customer all such manufacturer's warranties to the fullest permissible extent. EXCEPT AS EXPRESSLY STATED IN THESE TERMS (A) COMPANY MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, OR THE SALE OF EQUIPMENT INCLUDING, WITHOUT LIMITATION, REGARDING THE DESIGN, OPERATION, OR CONDITION OF, OR THE QUALITY OF THE EQUIPMENT, OR WORKMANSHIP IN, THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR OF ANY COMPONENT THEREOF, AND THE ABSENCE OF LATENT, PATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE); (B) COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE NO DEFECT IN, OR UNFITNESS OF, THE EQUIPMENT, OR ANY OF THE OTHER FOREGOING MATTERS, SHALL RELIEVE CUSTOMER OF ANY OBLIGATION HEREUNDER. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED SOLELY UPON ITS OWN JUDGMENT AND EXPERTISE IN CHOOSING THE EQUIPMENT FOR ITS PARTICULAR USE AND THAT CUSTOMER IS NOT RELYING UPON THE COMPANY'S SKILL, JUDGMENT OR DESIGN TO SELECT OR FURNISH GOODS FOR A PARTICULAR PURPOSE. The use of Company's equipment requires competent personnel and application of engineering principles. The improper use, operation, modification, maintenance or repair of Company's equipment can be dangerous and result in property damage, injury or death.
5. **Law, Venue and Jurisdiction.** Any suit or other legal action relating to this Agreement, the Equipment and/or its use, or sale shall be filed in federal or state court located in Delaware. The substantially prevailing party in any such action shall be entitled to recover its reasonable legal fees and costs. The law of the State of Delaware shall apply, without regard to its principles of conflicts of laws, and Customer hereby waives any and all defenses or challenges based on any such courts' alleged lack of jurisdiction or improper venue, including but not limited to, forum non conveniens.
6. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Company be liable to Customer or any third party for any direct, consequential, indirect, punitive, special, incidental or exemplary damages arising out of this Agreement, the Equipment or the sale, rental or use of the Equipment (including but not limited to damages for loss of data, goodwill, profits, use of money or facilities; interruption in use or availability of data; impairment of other assets; loss of business opportunity; and payment of liquidated sums, fines, penalties or damages), whether foreseeable or unforeseeable and even if Company has been advised of the possibility of those damages and regardless of whether any action or claim is based on contract, warranty, indemnity, negligence, strict liability, other tort or otherwise, and Customer's sole and exclusive right and remedy under this Agreement shall be the repair or replacement of any defective Equipment.
7. **Taxes.** Customer shall pay all taxes, fees, licenses, charges and other assessments relating to the Equipment. Customer shall pay all sums payable to Company free and clear of all deductions or withholdings for or on account of taxes, unless the deduction or withholding is required by applicable law. If a deduction or withholding is so required, Customer shall pay such additional amount as will ensure the net amount received by the Company equals the full amount which would have been received by it had no such deduction or withholding been required. If Company makes the adjustment and is required to pay the tax, the adjustment will be made on the invoice. In the event Customer makes such an adjustment, Customer shall provide evidence of payment to tax authority along with all information confirming compliance with any requirement. If necessary, a revised invoice will be issued. Furthermore, Customer agrees to hold Company harmless from any and all taxes that may be levied or assessed as a result of this Agreement.
8. **Force Majeure.** Company is not liable for delays in performance or delivery due to causes beyond its reasonable control, including without limitation, any delay, interruption in or failure of sources to supply materials or Equipment; labor disputes; transportation problems, fire, explosion, pandemic, acts of God; or any judicial or other governmental order, contract, priority, or request, whether or not voluntarily assumed.
9. **Integration and Modification.** This Agreement and these terms and conditions constitute the entire agreement between the parties with respect to the Equipment being sold and all other matters addressed herein, superseding all prior understandings and agreements, whether written or oral. This Agreement shall be construed neutrally, and as the mutual assent of both parties rather than for or against either party. This Agreement may be amended or modified only by a writing signed by both parties. The parties expressly agree that any terms and conditions on any purchase order, whether in print or electronic form or whether incorporated by reference, shall be void and of no effect in interpreting the obligations of either party.
10. **Counterparts.** This Agreement may be executed in one or more identical counterparts. The Agreement may be executed by electronic means.

11. Proprietary Information and Confidentiality: Data, drawings, specifications, pricing, or other technical information directly or indirectly furnished in writing or otherwise by Company to Customer pursuant to the Agreement, shall in no event become the property of Customer, and shall be used only in fulfilling the obligations imposed by the Agreement and shall not be duplicated or disclosed to third parties or used in whole or in part for any other purpose. The furnishings of such data, drawings, specifications or other technical information shall not be construed as granting any rights whatsoever, express or implied, under any patents of Company.



725 E PARR ROAD
BERNE, IN 46711

260-422-8767 Phone

Status: Quote

Quote #: q21256-3

Quote To: Fri 9/27/2024

Operator: Carl Piedmont

Terms: Upon Receipt

Customer #: 48312

CITY OF LAKE ELSINORE

Phone 951-674-3124

130 SOUTH MAIN STREET
LAKE ELSINORE, CA 92530

Job Descr: P2-5' BARGES - SALE

Job No: SALE

Sales Rep: Carl Piedmont 480-271-0416 cpiedmont@poseidonbarge.com

Delivery Fri 9/27/2024

ADAM GUFAROTTI 951-674-3124
CITY OF LAKE ELSINORE
130 SOUTH MAIN STREET
LAKE ELSINORE, CA 92530-4109

| Qty | Part# | Items Sold | Each | Price |
|-----|-----------------|--|-------------|--------------|
| 6 | 810-037 REV 6.3 | P2 - 40X10X5 BARGE POSEIDON P2 PORTABLE SECTIONAL BARGES OVERALL LENGTH - 40' 4" OVERALL WIDTH - 10'4" OVERALL HEIGHT - 5' 0" WEIGHT APPROX - 23,000LBS DRAFT UNLOADED 12" DRAFT FULL LOAD - 30" PAYLOAD AT FULL LOAD - 18.9 TONS BARIL DCC PAINT SYSTEM INCLUDING ZINC RICH PRIMER COAT & PREMIUM ABRASION-RESISTANT TOPCOAT THE HIGH STRENGTH TO WEIGHT RATIO ALLOWS TWO 40FT BARGES TO BE SHIPPED PER TRUCK, SAVING FREIGHT COSTS! | \$59,900.00 | \$359,400.00 |
| 12 | 880-002-N | DECK CLEAT 18" 880-002-N NEW | \$499.00 | \$5,988.00 |
| 3 | | STEPDECK W/OVER WIDTH PERMIT | \$8,950.00 | \$26,850.00 |
| 3 | | LOAD FEE BERNE, IN | \$400.00 | \$1,200.00 |

Quote valid for 10 days.

Quote

All pricing listed in US Dollars, subject to availability, equipment's prior sale or other disposition. All details believed correct, but without guarantee. All equipment quoted FOB current location. All quotes valid 10-days. Standard rental/sale terms and conditions apply.

All rentals require a one-month minimum rental period, to secure/reserve equipment the first month's rental period must be paid along with a signed contract, verification of insurance, and an established account in good standing. To reserve/hold equipment for greater than 14 days a 50% standby rate will be applied until the agreed upon loadout date.

It is the customer's responsibility to determine the suitability of the equipment to its intended use, including all industry regulations and guidelines.

WARNING: Winches and Hoists NOT to be used for Lifting, Lowering, or Transporting People or Including Over People. There will be a minimum charge of \$500.00 per section barge if not returned clean.

NOTE: Images shown are representative samples of the equipment models. Individual photos of specific models are available upon request.

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|------------------------------|---------------------|
| Sales: | \$365,388.00 |
| Delivery Charge: | \$28,050.00 |
| Subtotal: | \$393,438.00 |
| External Tax Service: | \$32,069.26 |
| Total: | \$425,507.26 |
| Paid: | \$0.00 |
| Amount Due: | \$425,507.26 |