

Quote valid for 14 days



SALES AGREEMENT

<b>BUYER:</b> CITY OF ELSINORE 130 SOUTH MAIN STREET LAKE ELSINORE, CA 92530 ADAM GUFAROTTI (951) 674-3124	<b>SELLER:</b> Poseidon LLC. 725 E. Parr Road Berne, IN 46711 PH: 866-992-2743
<b>SHIP TO:</b> CITY OF ELSINORE  LAKE ELSINORE, CA 92530	<b>PROJECT INFORMATION:</b> LOOKING TO PUT A 40' SHIPPING CONTAINER WITH PUMPS ON A 40' X 30' X 5' BARGE.
<b>CONTRACT DATE:</b> 08/11/2023	<b>CONTACT:</b> ADAM GUFAROTTI
<b>CONTRACT NUMBER:</b> CP5305-0	<b>PROJECT NUMBER:</b> P2-5' SALE NEW

PAYMENT TERMS: Five percent (5%) non-refundable down payment is due at time of order. Balance due prior to shipment

Wire/ACH payment info: Lake City Bank, Fort Wayne, IN - Routing #074903719, PoseidonLLC. Account #1011557959

DESCRIPTION OF EQUIPMENT:

Qty	UOM	Description	Serial Number	New / Used	Price	Extended
3	each	P2 - 40' x 10'6" x 5' RF Deck w Hatch 810-047 2405		New	\$61,900.00	\$185,700.00
6	each	DECK CLEAT 18" 880-002 USED - BC01		New	\$499.00	\$2,994.00
Sub-Total						\$188,694.00
Sales Tax State				CA	8.750%	\$16,510.73
Grand total not including freight						\$205,204.73

FREIGHT CHARGES

Qty	Estimated Mobilization Freight	Extended
From Berne, IN		
2	Step Deck Truck w/ over width permits	\$17,900.00
2	Load Fee Per Truck	\$1,300.00
SubTotal		\$19,200.00
Sales Tax State	CA	8.750%
Total Estimated Freight to the project		\$20,880.00

Total Estimated Shipping Cost For Project: \$20,880.00

Trucking company may require a minimum of 50% payment prior to loading.

This Sale Agreement is entered into by and between Seller and Buyer on the date set out above and the Seller and Buyer hereby agree to the attached Terms and Conditions which are incorporated by reference as though fully set out herein . The Buyer represents and warrants that it has reviewed and agrees to be bound by the Seller's General Use Guidelines on the Seller's website (<https://www.poseidonbarge.com/products/resources/general-use-guidelines/>) and said General Use Guidelines are incorporated by reference as additional terms and conditions.

08/11/2023  
CP5305-0  
BG

FOR INTERNAL USE ONLY  
SALES REVIEW: \_\_\_\_\_  
ADMIN REVIEW: \_\_\_\_\_

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SALES AGREEMENT

SELLER: Poseidon LLC.

BUYER: CITY OF ELSINORE

*Carl Piedmont*

NAME: Carl Piedmont  
TITLE: West Coast Sales Manager  
Date Signed: 8/11/23

NAME: ADAM GUFAROTTI  
TITLE: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

## Terms and Conditions of Sale

1. **PAYMENT** - Prior to shipment of the equipment on this Agreement, Buyer shall make payment in full to Poseidon LLC, in United States Dollars, unless otherwise agreed to by an authorized officer of Poseidon LLC in writing. All accounts that are past due will be charged interest at the maximum rate permitted by law. Should the Buyer fail to make any payment when due, Seller may immediately terminate this Agreement, take possession of the Equipment without becoming liable for trespass, and recover all sums due, full damages for any injury to, and all expenses incurred in repossessing the Equipment, including attorney fees and other costs of enforcing this Agreement. Title to the equipment covered by this Agreement shall pass to Buyer upon payment in full.
2. **TAXES** - Buyer agrees to pay, and hold Poseidon LLC harmless from any and all taxes that may be levied or assessed as a result of this Agreement including, but without limitation, ad valorem, sales and/or use taxes.
3. **DELIVERY** - The items covered by this Agreement shall be delivered to Buyer F.O.B. trucks, Poseidon LLC plant in Berne, Indiana or any other storage yard used by Poseidon LLC. So being, risk of loss of equipment covered by the Agreement shall pass to Buyer upon delivery of the items to Buyer, F.O.B. truck, delivery site; all fees, costs, charges, incurred in connection with such equipment from and after such delivery, including, but not limited to, any import fees, custom duties and permits, and taxes in any country outside of the United States of America to which such equipment may be destined, shall be exclusively borne and paid by the Buyer.
4. **WAIVER OF DEFECTS AND RISK OF LOSS** - Buyer agree to make a complete inspection within 48 hours after receipt of the equipment covered by the Agreement, and to make any written claims for defects within that 48-hour period.
5. **WARRANTY** - Poseidon LLC's sole and only warranty with respect to the NEW items covered by the Agreement is that the same will meet the specifications that Poseidon LLC issues in writing, in its applicable catalogs or other literature, and Poseidon LLC's sole and only obligation and liability in connection with its foregoing warranty is that Poseidon will repair or replace during the period of one (1) year from the respective date of delivery to Buyer, any of such NEW items which do not meet said specifications; this excludes all USED items, which are sold "as is". This Warranty is Void if any equipment is altered, modified or repaired by any party other than Poseidon LLC, without written approval by an authorized
6. **INDEMNITY** - Buyer hereby indemnifies and agrees to hold Seller harmless from any and all liability and expense arising out of the purchase, ordering, use, condition, or operation of the equipment in this Agreement, or due to any cause, including liability for death or injury to persons, damage to property, and strict liability under the laws or judicial decisions of any state or the United States, or any other Country outside of the United States to which such equipment may be destined, and legal expenses, including attorneys' fees (including appeals), in defending any claim brought to enforce any such liability or expense, excluding claims directly attributable to Seller's gross negligence. It is expressly agreed and understood that there are no expressed or implied warranties of any kind on the part of Poseidon LLC as to merchantability or fitness for a particular purpose on any equipment in this Agreement. Buyer acknowledges that it has relied solely on its own judgment and expertise in choosing equipment for its particular purpose.
7. **LIMITATION OF LIABILITY** - Seller shall not be liable for any loss, damage or expense of Buyer or any third party arising directly or indirectly out of the sale or relating to this Agreement. In no event shall Seller be liable for special, indirect, incidental or consequential damages of any kind or nature or due to any cause. Buyer's sole right and remedy shall be the repair or replacement of any defective equipment relating to the Agreement.
8. **GOVERNING LAW** - Buyer agrees that this Agreement, and all documents issued in connection therewith, shall be governed by and interpreted in accordance with the laws of the State of Indiana. Buyer agrees that any appropriate state or federal district court located in the City of Fort Wayne, Allen County, Indiana, shall have exclusive jurisdiction over any case or controversy arising out of, under, or in connection with this Agreement. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.
9. **FORCE MAJEURE** - Seller is not liable for delays in performance or delivery due to causes beyond its reasonable control, including and without limit, any delay, interruption in, or failure of sources to supply materials or equipment to complete the Buyer's order. Seller is not liable for delays due to internal labor disputes or labor disputes at the delivery location, transportation issues, fire, pandemic, tornado, acts of God or Public disturbances/riots; or any governmental emergency orders or contracts taking priority whether or not voluntarily assumed. Seller is not liable for any down time expense by Buyer related to equipment performance. Seller agrees to immediately notify the Buyer of any such issues.
10. **WARNING** - The use of Poseidon LLC equipment requires competent personnel and application of engineering principles. The improper use, operation, modification, maintenance or repair of Poseidon LLC equipment can be dangerous and result in property damage, injury or death. Poseidon LLC offers its engineering services at no cost to all Poseidon LLC customers. Please refer to General Use Guidelines on the Poseidon LLC website.
11. **PROPRIETARY INFORMATION AND CONFIDENTIALITY** - Data, drawings, specifications, pricing, or other technical information directly or indirectly furnished in writing or otherwise by Poseidon LLC to Buyer pursuant to the Agreement, shall in no event become the property of Buyer, 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 Poseidon LLC.
12. **ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement of the parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter of this Agreement. This Agreement shall not be modified except by a writing executed by authorized representatives of both parties.