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## **EQUIPMENT SALES TERMS AND CONDITIONS**

The purpose of these Equipment Sales Terms and Conditions is to set forth the general terms and conditions that will apply to all products sold by Curtis Engine to the Customer. Customer grants Curtis Engine a security interest in all equipment sold until payment is made in full in accordance with the terms and conditions and in accord with the credit application. Specific terms and conditions on which such services and products will be provided may be set forth on separate agreements (Written proposals, quotations, etc.).

**PAYMENT TERMS:** All charges are due and payable in accordance with our credit terms set forth below and reflected on Curtis Engine's invoice. If the Customer delays delivery from the agreed upon date, payment terms shall take effect on the date Curtis Engine is prepared to make shipment. If startup is required and not completed within 30 days, you may withhold \$\_\_\_\_\_ until startup services are completed.

**TAXES:** Customer shall pay all taxes, which are levied or imposed on any of the services or products purchased from Curtis Engine. The Customer shall promptly pay Curtis Engine for any such taxes paid by Curtis Engine on behalf of the Customer or which are required to be collected and paid by Curtis Engine. Curtis Engine may bill the Customer separately for such Taxes. A valid resale certificate or tax exempt notice must be provided before any exemption or credit will be issued for sales and use taxes.

**RECOVERABLE COSTS:** All costs advanced and expenses incurred that are directly related to the services performed will be reimbursed to Curtis Engine. An estimate of these costs is included in the quotation. Customer shall be notified of any other costs to be incurred in excess of the estimate.

**STORAGE:** If the equipment is not shipped after notification has been made to the Customer or its agent that it is ready for shipping, for any reason beyond Curtis Engine's control, including Customer's failure to give shipping instructions, Curtis Engine may store the equipment at the Customer's risk and expense. Customer shall be notified of any handling, transportation, storage and insurance costs.

**STARTUP:** Startup and testing  IS  IS NOT included in the proposal price. If a Curtis Engine service technician must be dispatched or rescheduled due to the Customer or its agent not being available or if the site is not ready for startup, testing or training, the Customer will be responsible for any additional technician time and travel costs. If startup is quoted, startup of the equipment will be completed once installation is complete. Customer or its agent will be provided with a startup checklist so that the startup can be scheduled. Please allow at least one week to schedule a technician for startup.

**INSTALLATION:** Curtis Engine  IS  IS NOT quoting installation. Curtis Engine may from time to time refer the Customer to third party vendors for specific products or services. Unless specified in this quotation, these vendors are not Curtis Engine's subcontractors, so it is the Customer's responsibility to select and negotiate the terms and conditions of the Customer's business with them. Curtis Engine will not be responsible for their products or services.

**CANCELLATION:** Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without Curtis Engine's written consent, which shall be in Curtis Engine's sole discretion and then only upon agreement to compensate Curtis Engine for all losses caused by such cancellation or changes.

**WARRANTY:** Curtis Engine makes no express or implied warranties including without limitation, implied warranties of merchantability and fitness for a particular purpose on equipment or devices obtained from a manufacturer. Manufacturer's equipment warranty is effective on the date the equipment is shipped from the factory. If full payment is not received within the payment terms, warranty stops until payment is received. Our standard limited warranty policy governs this sale. A copy of our Limited Warranty Statement is available upon request.

**CREDIT TERMS:** Shipments, deliveries and performance of work shall at all times be subject to the approval of Curtis Engine. Our standard credit terms are net 30 days from the date of the invoice, unless otherwise stated. All bills not paid within thirty (30) days of invoice due date, may result in Curtis Engine withholding future shipments or the performance of services.

**CASH DISCOUNT:** Customer's who choose to pay upon receipt of the equipment may take a 1% discount off of the amount invoiced. In order to qualify for this discount, valid funds must be sent via wire transfer to Curtis Engine within 10 days of the date of the invoice. Wire transfer instructions will be provided upon request.

Planned maintenance contracts are available upon request. We have technicians throughout the Mid-Atlantic region and will be happy to provide a quote for annual, semi-annual, quarterly, or other service needed for the reliable operation of your generators.

Please make any resulting purchase orders out to Curtis Engine & Equipment Co., Inc.

***"Power Solutions for Over 60 Years"***