



DATE: 7/8/25

[illegible]

	EQUIPMENT PRICE INCLUDING SHIPPING, BUT NOT TAXES.....	23,488.00
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Quotation prepared by Rob Shelden / Sales Engineer, Pete Duty and Associates, Inc. \_\_\_\_\_

This is a quotation on the goods named, payment terms are net 30 ,subject to PDA terms and conditions attached:

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

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Our price includes freight, but no sales tax. Our terms are net 30 for equipment delivered and services performed. 3% additional charge for Credit Card.

**PAYMENT:** Our terms are net 30. A minimum of 90% of the contract price must be paid prior to putting equipment into operation. The remaining 10% of the contract price is due 10 days from start-up or 90 days from delivery of equipment (whichever comes first). If the start-up will occur longer than 90 days from delivery, then a start-up fee of \$750 may be retained until 10 days after start-up.

**CONDITIONS:** Any alteration or deviation from what we have proposed involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal.

**ACCEPTANCE:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. PDA is authorized to do the work as specified. Payment will be made as outlined above. (Read attached terms and conditions).

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_ days.

**STANDARD TERMS AND CONDITIONS OF SALE**

- A. Offer and Acceptance. This purchase order is an offer by Buyer to purchase the Equipment described herein (the "Equipment") and is subject to acceptance by Pete Duty & Associates' duly authorized representative at its home or branch office. Any acceptance of this offer is limited to acceptance of the express terms and conditions hereof. These terms and conditions shall govern the contract for sale of the Equipment to Buyer, and if Buyer proposes any additional or different terms, these terms and conditions shall prevail. Pete Duty & Associates objects to the inclusion of any such additional or different terms.
- B. Warranty. The Equipment is warranted only to the extent provided by the manufacturer in its limited warranty, if any, pertaining thereto, a copy of which is available at Buyer's request. Pete Duty & Associates, however, EXTENDS NO WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT, AND ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- C. Time of Shipment. Pete Duty & Associates will use reasonable diligence to meet the scheduled shipment dates provided herein, which are estimates and not guarantees of when the Equipment will actually be shipped. In no event shall Pete Duty & Associates be liable for any loss or damage of any kind to any person, incidental or consequential, due to delays in shipments. Buyer's acceptance of delivery shall constitute a waiver of any claim of damage for delay.
- D. Force Majeure. Pete Duty & Associates shall not be liable for damages of any kind caused by delays in shipment, delivery or any other nonperformance of the contract directly or indirectly resulting from or contributed to by any circumstances beyond Pete Duty & Associates' control, including without limitation, accident to Pete Duty & Associates' plant or Equipment, riots, wars or national emergencies, labor disputes of every kind however caused, embargoes, non-delivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Pete Duty & Associates' time of performance hereunder for a period not less than the period of such delay.
- E. Cancellation. Any cancellation of this contract must be in writing signed by Buyer and Pete Duty & Associates. Upon such cancellation, Buyer agrees to pay Pete Duty & Associates immediately all costs and expenses incurred by Pete Duty & Associates in connection with the contract. Such costs and expenses shall include without limitation Pete Duty & Associates' cost of labor applied to the contract, overhead, costs of any materials applied to or ordered for the contract and any charges imposed upon Pete Duty & Associates by its suppliers or subcontractors.
- F. Remedies Upon Breach. If Buyer breaches this contract, Pete Duty & Associates shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Pete Duty & Associates in connection with the contract. Such costs and expenses shall include, without limitation, Pete Duty & Associates' costs of labor applied to the contract, overhead, costs of any materials applied to or ordered for the contract, and any charges imposed order by its suppliers or subcontractors. If Pete Duty & Associates breaches this contract, Buyer's exclusive remedy shall be to terminate this contract by written notice thereof to Pete Duty & Associates, and to receive a refund of the invoice price, if previously paid, of any Equipment that has not been shipped or otherwise identified to the contract as of the date of such termination. Notwithstanding such termination of the contract, however, Buyer shall immediately pay Pete Duty & Associates the invoice price of any Equipment that has been so shipped or so identified to the contract, if not previously paid, and shall be entitled to receive such Equipment from Pete Duty & Associates upon Pete Duty & Associates' receipt of such payment. In no event, shall Pete Duty & Associates be liable for any additional damages of any kind, including without limitation incidental or consequential damages.
- G. Costs of Collection and Enforcement. Buyer shall pay all of Pete Duty & Associates' costs, including reasonable attorney's fees, of collecting any amount not paid when due hereunder or of otherwise enforcing the terms and conditions of this contract.
- H. Governing Law. This contract shall be governed by North Carolina law. Any action by Buyer seeking to enforce the provisions hereof shall be brought and maintained in a state or federal court of competent jurisdiction located in Orange County, North Carolina. Pete Duty & Associates may, in its sole discretion, bring and/or maintain any action seeking to enforce the provisions hereof in any state or federal court of competent jurisdiction located in Orange County, North Carolina. Buyer, its successors and assigns hereby submit themselves to the personal jurisdiction of any state or federal court of competent jurisdiction located in said county.
- I. General Provisions. Any cause of action arising under this contract must be commenced within six months after such cause of action accrues. Pete Duty & Associates has the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Equipment under this contract and there are no other promises, conditions, understandings, representations or warranties of any kind. This contract may be modified only by a writing signed by Pete Duty & Associates. The failure of Pete Duty & Associates to enforce any right hereunder will not be construed as a waiver of its right to performance in the future.