



# QUOTE

## STEWART & STEVENSON

Quote Number	Quote Date	Customer Number
03883468	11/02/15	1131368
<b>Quote Accepted By: _____</b>		

San Antonio  
5717 I-10 East  
SAN ANTONIO TX 78219  
1 (210) 662-1000

Quote To: Caller Name: YOLANDA IRUEGAS	Ship To:
<b>WEBB COUNTY</b> 1110 WASHINGTON ST STE 101 LAREDO TX 78040-4466  1 (8-808) User's Extension	<b>Stewart &amp; Stevenson - San Antonio</b> 5717 I-10 East -FMTGD SAN ANTONIO TX 78219

<b>SERVICE ANYTIME, ANYWHERE</b>	<b>SALES SERVICE PARTS</b>	<b>RENTING-LEASING</b>	<b>PERIODIC MAINTENANCE</b>
Serial Number	2062712 Parent Serial Number	2062712	Product Model
Family	DO NOT USE OR REMOVE Licensed (On/Off Hyw)	GENERATOR	Vehicle ID #
Customer Unit Number	Serial No. Description	Unit Number	Year
Meter Reading	Position of Unit		02

ITEM NUMBER	EXPLANATION	UNITS	UNIT PRICE	AMOUNT
***** <b>WE HAVE YOUR TRUCK NEEDS COVERED</b> <b>ASK ABOUT OUR ALL MAKES</b> <b>STEWART &amp; STEVENSON'S BUMPER TO BUMPER PARTS &amp; SERVICE</b> *****				
NO START, POSSIBLE BATTERIES				
	FUEL-SURCHARGE	1.00	50.0000	50.00
	TRUCK-CHARGE	1.00	335.0000	335.00
	TRUCK-NONBILLABLE	1.00		
	<b>Parts Subtotal:</b>			<b>385.00</b>
	EFS LABOR	6.00	166.0000	996.00
	<b>Labor Subtotal:</b>			<b>996.00</b>

**Quote Valid Until: 11/02/15**

Total Amount 1,381.00  
 Total Tax 0.00  
**Total Invoice 1,381.00 USD**

# Stewart & Stevenson

## Terms and Conditions

1. **DEFINITIONS:** As used in these General Terms and Conditions of Sale, the term "Goods" shall mean the machinery, equipment, products and other tangible property from time to time sold or offered for sale by Seller; the term "Services" shall mean the labor from time to time provided by Seller; the term "Seller" shall mean the entity selling or offering such Goods or Services; and the term "Buyer" shall mean the person to whom such Goods or Services is sold or offered.

2. **OTHER TERMS:** If this is an acceptance or written confirmation, it is expressly made conditional upon your assent to any terms contained herein that are additional to or different from those of your offer. If this is an offer, your acceptance hereof is expressly limited to the specific terms contained herein. These General Terms and Conditions of Sale shall contain all of the terms applicable to any sale of or offer to sell Goods or Services. Seller specifically objects to any additional or different terms contained in any document used by Buyer. Any acceptance of Goods or Services by Buyer or any payment by Buyer of any part of the purchase price shall be deemed to be a waiver of any additional or different terms contained in Buyer's documents and an acceptance of all of the General Terms and Conditions of Sale, notwithstanding the acknowledgment by Seller of Buyer's purchase order or other document provided by Buyer. No order for Goods or Services shall be binding on Seller until it is acknowledged in writing by Seller.

3. **SUPERVISION:** All Services performed by Seller at a location owned or controlled by Buyer shall be performed by Seller's personnel under the supervision and control of Buyer.

4. **ACCESS, PERMITS AND UTILITIES:** Seller's employees shall have free and unobstructed access to the site at which Services are to be performed. Buyer shall furnish safe and proper equipment, parts, tools and working conditions, safe storage for Seller's property, and all necessary lifting equipment, steam, electricity, gas, oil, water and other utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.

5. **PRICE:** Unless otherwise stated, all prices are in U.S. Dollars. Prices relating to Goods are ex factory, place of manufacture. Labor rates shall be subject to change without notice and shall apply from the time of dispatch until return or dispatch to another job. No amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of the Goods or Services. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.

6. **PAYMENTS:** All payments shall be in the agreed upon currency, without offset, backcharge, retention or withholding of any kind. All invoices shall be payable within ten (10) days. Any amounts not paid when due will be subject to interest at the rate of 1-1/2% per month or the highest nonusurious rate permitted by applicable law, whichever is less. At the request of Seller, payments will be made through a confirmed irrevocable letter of credit in form and on banks acceptable to Seller.

7. **DELIVERY:** Delivery to the carrier, including carriers owned or controlled by Seller, or notification that Goods are ready for shipment shall constitute delivery to the Buyer for all purposes.

8. **SHIPMENT:** Prices include the cost of packing and crating required for normal domestic transportation. Freight charges included in any price are subject to adjustment for actual cost incurred by Seller. In the event that any Goods will be shipped out of the continental limits of the United States of America, all fees and expenses relating to export documentation, export packing, marking or importation into the country of destination shall be the responsibility of the Buyer.

9. **ACCEPTANCE:** All Goods shall be finally inspected and accepted within thirty (30) days after delivery. All Services shall be inspected and accepted within thirty days after they are performed. Failure of Buyer to provide Seller with an itemized list of defects within such thirty (30) days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Goods or Services. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer expressly waives any right to reject Goods or Services that substantially conform to the specifications relating thereto and any right to revoke acceptance after such thirty (30) day period.

10. **DELAYS:** Seller shall have no liability for any failure to deliver the Goods or perform Services to Buyer if such failure arises from causes beyond the reasonable control of Seller, including but not limited to, delays of suppliers or carriers, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.

11. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.

12. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall pay to Seller any costs incurred as a result of (a) changes in the Goods or Services or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Goods or Services after the date of quotation by Seller.

**13. WARRANTY: To the extent that Goods are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such Goods. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations. SELLER WARRANTS GOODS MANUFACTURED AND SERVICES PERFORMED BY IT PURSUANT TO THE WARRANTY POLICY STATEMENTS ISSUED FROM TIME TO TIME BY SELLER. EXCEPT AS SET FORTH IN THE APPLICABLE WARRANTY POLICY STATEMENT, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO GOODS OR SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

14. **CANCELLATION:** Orders for Goods or Services may not be cancelled by Buyer after acceptance by Seller. Seller shall be entitled to request reasonable assurances that Buyer will accept and pay for any Goods or Services, including but not limited to requiring payments on account or in advance, if there are reasons to believe that Buyer will not accept and pay for Goods or Services when delivered. Until such assurances are received, Seller shall be entitled to stop work on the Goods or Services, cancel any agreement to sell the Goods or Services, sue to recover the purchase price or any expenses incurred to the date of cancellation, resell the Goods or Services to a third party, or exercise any other remedy available at law or in equity for breach of contract.

15. **INTERPRETATION:** Any sale or agreement to sell Goods or Services shall be interpreted according to the laws of the State of Texas, excluding any provision thereof that would direct the application of the laws of another jurisdiction. Buyer agrees that any sale of or agreement to sell Goods or Services will be deemed to be made and performed solely in Harris County, Texas to the exclusion of all other jurisdictions.

**16. LIMITATION OF LIABILITY: Neither Seller nor Buyer shall have any liability to the other for any incidental or consequential damages arising from the sale of Goods or Services or the failure of either party to fully perform any agreement to sell Goods or Services. SELLER SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE OR COST ARISING FROM THE FAILURE TO DISCOVER OR REPAIR LATENT DEFECTS OR DESIGN DEFECTS IN ANY GOODS OR SERVICES. BUYER SPECIFICALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM FOR INCIDENTAL, RESERVOIR, SPECIAL, INDIRECT, CONSEQUENTIAL AND EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO MULTIPLE DAMAGES UNDER ANY DECEPTIVE TRADE PRACTICE OR CONSUMER PROTECTION LAWS.**

17. **WAIVER:** The waiver by either Seller or Buyer of any breach under these General Terms and Conditions of Sale shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure to enforce any provision of the General Terms and Conditions of Sale shall not be deemed a waiver of such provision.

18. **ARBITRATION:** Any dispute arising from or relating to the sale of Goods or Services, including the interpretation of these General Terms and Conditions of Sale, shall be resolved by binding arbitration according to the

**19. INDEMNITY (INCLUDING FOR NEGLIGENCE): BUYER HEREBY ASSUMES AND AGREES TO INDEMNIFY, DEFEND, PROTECT, SAVE, KEEP, AND HOLD HARMLESS SELLER, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, AND INVITEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, FOR INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY (COLLECTIVELY LOSSES), RELATING TO, CONNECTED WITH IN ANYWAY, ARISING OUT OF, OR ON ACCOUNT OF THE GOODS OR SERVICES PURCHASED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY SUCH LOSSES CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR LICENSEES. The foregoing indemnity is a material part of this transaction, supported by and in consideration of a reduction in the purchase price and is intended to apply notwithstanding the joint or concurrent negligence of Seller.**

20. **RISK OF LOSS:** Seller shall bear the risk of loss of the Goods until the Goods are delivered to the carrier, including carriers owned or controlled by Seller or notification to Buyer that the Seller is ready for shipments whichever occurs first. Thereafter, Buyer shall bear the entire risk of loss of the Goods.

21. **ENTIRE AGREEMENT:** These Terms and Conditions of Sale constitute the entire agreement of the parties and supersede all discussions, arrangements, negotiations, representations and warranties, if any, relating to the Goods or Services covered hereby.

22. **EXPORT LAWS:** This commodity may be subjected to the Export Laws of the United States.