



## Quotation

Caltrol, Inc  
1385 Pama Lane, Suite 111  
Las Vegas, NV 89119  
P: (877) 827-8131  
F: (702) 966-1999

**Attention:** Jarod Salona  
**Company:** City of Coalinga  
**Phone:** 559-341-9613  
**Email:** jsalona@coalinga.com

**Date:** 2/10/2021  
**RFQ#:**  
**Quote#:** Q21987  
**Rev:** 1

### Reference:

### Caltrol Contact Information

**Inside Sales:** RICK MARTINEZ  
**Phone:** 909-456-8009  
**Email:** Rick.Martinez@caltrol.com

**Account Mgr:** DUSTIN SANDERS  
**Phone:** 661-529-5769  
**Email:** Dustin.Sanders@caltrol.com

We are pleased to present the following proposal for your review and consideration. Please review all specifications prior to purchasing. Attached is a quotation summary with price and delivery. Feel free to contact me should you have questions or concerns regarding this quotation or any of our other products.

**Shipping:** Specified at time of order  
**FOB:** Shipping Point,  
**Payment Terms:** Credit Card

**Freight:** Prepaid & Add  
**Partial Ship:** Yes  
**Pricing Valid:** 30 Days

Total quoted price is subject to 3% Credit Card Convenience Fee

Please address your order to: **Caltrol**  
1385 Pama Lane, Suite 111  
Las Vegas, NV 89119  
**sales@caltrol.com**

***Please Reference Quote: Q21987 and Rev: 1 on Your Purchase Order***

Please help us improve our customer service by completing our [Satisfaction Survey](#).



## Quotation

Caltrol, Inc  
1385 Pama Lane, Suite 111  
Las Vegas, NV 89119  
P: (877) 827-8131  
F: (702) 966-1999

Item	Description	Qty	Unit Price	Net Extended	Lead Time
1	Part #: MX10-XP-208VAC-18-OB-MOD-APT-AUX-BL Limitorque MX Series Electric Actuator, MX-10, 18 RPMS, XP Enclosure, 208 VAC, MOD Controls, APT, 115VAC Control Transformer, OB Contacts (R5-R8), Manual Declutch, Lever, 18" Top Mounted, FA10 BL 18" Top Mounted Handwheel, FA10 BL Base, Splined Base, Blank Torque Nut.  (Ref: ON 88266-002) SN ; L844181 .	5	\$10,105.00	\$50,525.00	10-12 WKS
			<b>Total:</b>	\$50,525.00	



## Quotation

Caltrol, Inc  
1385 Pama Lane, Suite 111  
Las Vegas, NV 89119  
P: (877) 827-8131  
F: (702) 966-1999

### **Caltrol Terms and Conditions**

#### **STANDARD TERMS AND CONDITIONS OF SALE**

The equipment and materials (collectively the "Equipment") which are described on the face hereof and the services (the "Services") described on the face hereof or on the Service Proposal shall be sold to the customer ("Customer") by Caltrol, Inc. ("Seller") upon the following Standard Terms and Conditions.

**1. APPLICABILITY:** All shipments of Equipment are made and all Services are performed pursuant to these Standard Terms and Conditions.

**2. PRICES AND QUOTATIONS:** (a) All prices for Equipment are F.O.B. Seller's warehouse in Las Vegas, Nevada or such other of Seller's locations as Seller may choose, unless otherwise specified. All prices for Services are as provided in Seller's Quotation or in the Service Proposal. Except as otherwise provided herein, Seller's prices for the Equipment and Services shall remain in effect for thirty (30) days from the date of Seller's quotation. (b) All prices quoted by Seller are subject to any addition which may be necessary to cover any taxes or charges or any applicable increase in same hereafter becoming effective, such as, for example, the payment of any applicable sales, use, excise or other taxes, or import duties, documentation charges, freight, insurance, packing charges, or similar costs or charges.

**3. PAYMENT TERMS:** (a) Subject to approval of Seller's Credit Department, and unless otherwise agreed in writing, terms of payment are net cash thirty (30) days following the date of invoice, in U.S. currency. A convenience fee of three (3%) percent of total invoice amount will be added to all credit card purchases. (b) All payments shall be made to Seller at its offices in Las Vegas, Nevada, or as Seller otherwise directs. (c) If any payment owed to Seller is not paid when due, it shall bear interest, at the maximum rate permitted by law, from the date on which it is due until it is paid. Seller shall have the right, among other remedies, either to terminate the contract or to suspend further deliveries of Equipment or Services under this and/or other contracts with Customer in the event Customer fails to make any payment hereunder when due. Customer shall be liable for all expenses incurred to collect past due amounts..

**4. CANCELLATION:** Prior to acceptance of the Equipment, Customer may terminate its order for any or all of the Equipment covered by this contract, provided Seller is given reasonable advance written notice of such termination and subject to payment to Seller of termination charges which shall include all costs and expenses already incurred or commitments made by Seller in connection with the processing, purchasing, handling and fabrication of the Equipment, and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive. Services may be terminated by either party upon 30 days prior written notice to the other party.

**5. DELIVERY:** (a) Customer shall bear the risk of loss for damage to or destruction of the Equipment from the earlier of the time that Seller delivers such Equipment to the carrier or to Customer or Customer's agent. Any claims for loss or damage after risk of loss has passed to Customer shall be filed with the carrier. Customer shall give written notice to Seller of any claim for shortage, error in Equipment shipped or error in charges within thirty (30) days after receipt of Equipment or such claim shall be deemed waived. (b) Quoted delivery dates for Equipment and Services are approximate estimates determined at the time of quotation and are subject to revision at any time. (c) All shipping dates are approximate and are based upon prompt receipt by Seller of all necessary information from Customer to properly process the order. (d) Delivery dates are subject to changes caused by additions to or modification of the original order agreed to by both Seller and Customer. (e) Under no circumstances shall Seller have any liability whatsoever for damages, including but not limited to damages for loss of use or for any incidental or consequential damages as a result of delayed delivery of Equipment or Services. (f) Unless otherwise agreed in writing, Seller shall have the option of partial or complete shipment of the Equipment.

**6. INSTALLATION:** All Equipment shall be installed by and at the expense of the Customer.

**7. SERVICES:** Incidental services rendered by Seller, without charge, or general advice given with respect to Customer's process or equipment, are only technical or advisory in nature and are merely incidental to the sale of the Equipment. When any such services are rendered, Customer will retain full responsibility for and full control, custody and supervision of the Equipment and the installation use or operation thereof, and a representative of Customer shall be present with full authority to direct operations.

**8. LIMITED WARRANTY:** (a) Subject to Section 10 and unless otherwise expressly provided herein, Equipment shall carry only the warranty extended by the original manufacturer. If, within thirty (30) days after Customer's discovery of any warranty defects, Customer notifies Seller thereof in writing, Seller shall, at its option, promptly repair or replace F.O.B. point of manufacture, that portion of the Equipment found by Seller to be defective. Failure by Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer's claim for such defects. Equipment repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period. This warranty is the only warranty made by Seller and can be amended only by a written instrument signed by an officer of Seller. Subject to this Section 8, and except as otherwise expressly provided in this contract, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE EQUIPMENT. (b) The above warranty does not apply to (i) any Equipment which has been modified or subject to improper handling, storage, installation, operation or maintenance; or (ii) repair or replacements necessitated by normal wear and usage or any cause not caused by Seller or; (iii) any item which is a component part of the Equipment where such item is furnished by Customer. (c) Seller's obligations to repair or replace defective Equipment constitutes agreed and liquidated damages for any breach of warranty by Seller. Seller shall have the right to inspect any Equipment claimed to be defective and shall have the right to determine the cause of such claimed defect. All Equipment replaced or repaired by Seller under its warranty shall be replaced or repaired F.O.B. Seller's warehouse, Las Vegas, Nevada, or such other location as Seller may designate. (d) To the extent that Seller has relied upon any specifications, information, representation of operating



## Quotation

Caltrol, Inc  
1385 Pama Lane, Suite 111  
Las Vegas, NV 89119  
P: (877) 827-8131  
F: (702) 966-1999

conditions or other data supplied in writing by Customer to Seller in the selection or design of the Equipment and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing. (e) Service Warranty. Seller warrants that it shall exercise reasonable skill, care and diligence in the performance of the Services in accordance with good engineering and/or professional practice, and it shall correct all non-conforming Services performed, provided the Customer notifies Seller in writing of such non-conforming Services within 90 days of completion of the non-conforming Services. This constitutes the sole warranty for Services and there are no implied warranties.

**9. PATENTS:** Subject to Section 10., Seller warrants that any Equipment sold pursuant to this contract, or its use as provided below, except as such may be made specifically for Customer according to Customer's specifications, does not infringe any valid U.S. Patent in existence as of the date of delivery. This warranty is given upon condition that Customer promptly notify Seller of any claim or suit involving Customer in which infringement is alleged, and if Seller is affected, that Customer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller's warranty as to use only applies to infringements arising solely out of the inherent operation (i) of such Equipment, or (ii) of any combination of Equipment sold hereunder in a manner designed by Seller.

**10. LIMITATION OF LIABILITY:** CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES, AND SELLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT OR THE COMPENSATION PAID TO SELLER FOR THE SERVICES IN RESPECT OF WHICH SUCH CAUSE ARISES OR, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF SUCH EQUIPMENT OR CORRECTION OF NON-CONFORMING SERVICES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. Seller shall not be liable for, and Customer assumes liability for, all personal injury and property damage connected with the handling of the Equipment. Neither transportation charges for the return of the Equipment nor any other costs or charges incurred by Customer will be paid by Seller unless authorized in writing in advance by Seller.

**11. EXCUSE OF PERFORMANCE:** (a) Deliveries of Equipment and Services may be suspended by Seller, without liability to Customer or any other person, in the event of: Act of God, war, riot, fire, explosion, accident, flood, earthquake, natural disaster, sabotage, equipment or computer failure; acts, omissions, or failures by Seller's suppliers or other third parties; lack of or delays in obtaining adequate fuel, power, raw materials, components, labor, containers or manufacturing or transportation facilities; compliance with governmental requests, laws, regulations, or order actions; breakage or failure of machinery or apparatus; force majeure; national defense requirements or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of Seller; or in the event of labor trouble, strike, lockout or injunction (provided that Seller shall not be required to settle a labor dispute against its own best judgment); which event makes impracticable the manufacture or delivery of a shipment of the Equipment (or of a material or component upon which the manufacture of the Equipment is dependent) or the performance of the Services. (b) If Seller determines that its ability to supply the total demand for the Equipment or obtain any or a sufficient quantity of material or component used directly or indirectly, in the manufacture of the Equipment, is hindered, limited or made impracticable, Seller may allocate its available supply of the Equipment or such material or component (without obligation to acquire other supplies of any such Equipment, material, or component) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom. c) Deliveries suspended or not made by reason of this section shall at Seller's option, either be cancelled or the time for delivery shall automatically be extended for a period equal to the suspension period, without liability, but this contract shall otherwise remain unaffected.

**12. WAIVERS AND RELEASES:** Except as provided in paragraphs 8. and 9. and except for the willful misconduct or gross negligence of Seller, its employees or agents, Customer hereby releases Seller, its employees, agents and "controlling persons" (within the meaning of Section 20(a) of the Securities Exchange Act of 1934, as amended) from all liability, claims, costs, expenses, losses and damages of any and every kind arising out of or resulting, directly or indirectly, from any defect or failure of the Equipment or any act, omission, error or delay in the performance, or nonperformance of the Services or of Seller's other obligations and duties under this contract. To the extent, if any, that Seller, its employees, agent or "controlling persons" shall have any liability under this contract, Customer's exclusive remedy shall be as set forth in paragraph 10. CUSTOMER WAIVES ALL CLAIMS FOR CONSEQUENTIAL DAMAGES AND ALL CLAIMS REGARDING LOSS OF REVENUE, INCOME, PROFIT AND LOSS OF USE OR DAMAGES, WHETHER SAME BE DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL.

**13. NON-SOLICITATION:** Customer agrees that during the period of time for performance of Services by Seller under the contract and for a period of twelve (12) months after performance of the such Services, Customer will not a) solicit, hire, contract with, or engage the services of any employee(s) of Seller or its sub-contractors, b) entice or counsel any such employee(s) to leave Seller's employ, or c) interfere with the relationship between Seller and such employee(s). In the event that an employee of Seller is hired or leaves the employ of Seller in such circumstances, Seller shall be entitled to all legal and equitable remedies for this breach and, in addition, Customer shall pay Seller, as compensation for the cost incurred by Seller in recruiting and training the employee, the sum equivalent to six (6) months' salary for each employee hired from or leaving the employment of Seller.

**14. OTHER TERMS AND CONDITIONS:** (a) Customer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation by Customer without such consent shall be void. Seller reserves the right to have the Services performed by a subcontractor to Seller. (b) This contract shall be governed by and construed in accordance with the laws of the State of Nevada. (c) Seller reserves the right to modify the design of any Equipment without obligations or notifications, and Seller is not obligated to so modify equipment previously or subsequently sold. (d) Should any clause, sentence or part of these Standard Terms and Conditions of Sale be held invalid, such holding shall in no way affect the validity of the remainder, which shall remain in full effect. Failure to enforce any or all of the Standard Terms and Conditions of Sale in a particular instance or instances, shall not constitute a waiver or preclude subsequent enforcement thereof. (e) No action, regardless of form, arising out of transactions under this contract may be brought by



## **Quotation**

Caltrol, Inc  
1385 Pama Lane, Suite 111  
Las Vegas, NV 89119  
P: (877) 827-8131  
F: (702) 966-1999

---

either party more than two years after the cause of action has accrued.