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| Sold To: Frank Schoening City of Foster City/EMID 100 Lincoln Centre Drive Foster City, CA 94404 Phone: (650) 286-3550 | Ship To: City of Foster City/EMID 100 Lincoln Center Drive Foster City, CA 94404 Phone: (650) 286-3550 | Seller: Mark Paisley mark.paisley@globalpwr.com Phone: (805) 724-0682 Fax: (805) 683-3823 |
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| Quote # | Offer Date | FOB | Terms |
|-------------|------------|--------|---|
| GPSQ1200204 | 08/07/2023 | Origin | 50% deposit – balance: 50% Upon completion or readiness to ship |

| Qty | Description | Unit Price | Ext Price |
|-----|---|-------------|-------------|
| 1 | Hipower 152 kW HRJW 190 kW: 152 kW Rating: Prime Condition: New Year: 2022 Hours: 0 Emissions Tier: 4 Final Enclosed: Sound Attenuated Enclosure Material: Fuel Type: Diesel Fuel Tank: 130 Gallon Voltage: Multi-Voltage Phase: 1 and 3 Power Factor (PF): 1.0 and .8 Engine Model: 6068HFG05 Control Panel Model: COMAP IntelliGen NT Paralleling: Yes Trailer: No Hipower 152 kW HRJW 190 Lead Time: In stock. Ready to ship Warranty: Standard limited Warranty 2 Years/3500 Hours | \$88,533.00 | \$88,533.00 |
| 1 | FREIGHT ESTIMATED FREIGHT Note: 1) Due to market conditions, we reserve the right to re-evaluate freight costs at time of order shipment. New freight cost may be billed back to the customer | \$6,404.67 | \$6,404.67 |

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| Subtotal | \$94,937.67 |
| Sales Tax | \$8,299.97 |
| Total | \$103,237.64 |
| | All funds are to be paid in US Dollars |

SCHEDULED DELIVERY DATE: Any delay in scheduled delivery date caused by or requested by Buyer shall not change the due date of any payments to Seller. All payments due prior to delivery shall be made prior to scheduled delivery date. In the event Buyer requests or causes a delay in delivery, "net" terms shall commence on the scheduled delivery date. Buyer shall pay all costs associated with the delayed delivery, including but not limited to storage, handling and transportation of the equipment, applicable federal, state, and local taxes and any other costs incurred by Seller in making further attempts to deliver the equipment. Storage charges:

Up to 500 kW - \$500/month
501-1000 kW - \$750/month
1001-1999 kW - \$1000/month
2000 kW and above - \$1500/month
All UPS's, ATS's and other miscellaneous equipment - \$250/month
Buyer shall be invoiced on the first day of each month following the scheduled delivery date.

Offer valid for 15 days. Offer subject to the availability of equipment. Equipment subject to prior sale. See attached for additional terms and conditions.

If GPS is responsible for shipping, it is at the discretion of GPS to choose the freight carrier. Buyer shall be responsible for all charges payable on account of Buyer's shipment. GPS is not liable for any loss or damage or for the acts or omissions on the part of the carrier.

GENERATOR DERATES: Unless otherwise stated, QUOTE does not include engine/generator derates due to elevation, temperature, fuel or any other non-standard environmental or site conditions. Please consult manufacturer's data sheets for information on derates.

NOTES: 1. Quoted prices includes estimated governmental taxes. If additional taxes or surcharges are applicable, they will be invoiced separately.

2. Estimated freight cost is included. Actual freight charges will be invoiced separately to Buyer. Offloading equipment is the responsibility of Buyer. Title or ownership of the equipment shall not pass to Buyer, notwithstanding delivery thereof, but shall remain vested in Seller until the purchase price of the equipment is paid in full.

3. Startup has not been quoted.

4. This quote is based on the above bill of materials only. No formal specs or single line drawings have been provided.

5. Seismic requirements have not been specified by the Buyer or addressed in this quote.

6. Environmental and emissions requirements have not been specified by the Buyer or addressed in this quote.

7. Installation is not included and will be performed by Buyer.

Please indicate acceptance of this Quotation and the attached Terms and Conditions by signing on the signature line below and returning a copy to the Seller via mail; such as UPS, facsimile, Digital signature, or email is acceptable.

Signature
Frank Schoening

Date



Mark Paisley
mark.paisley@globalpwr.com
(805) 724-0682
+1 4085059680

Global Power Supply, LLC
136 W. Canon Perdido St. Suite 200
Santa Barbara CA 93101
United States
(805) 683-3828

QUOTETERMS AND CONDITIONS

1. The terms and conditions stated herein, together with such terms as are set forth in the attached QUOTE(collectively, the "Offer") with such specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from Seller, shall constitute the entire agreement between Global Power Supply LLC ("Seller") and Buyer. Any terms contained in Buyer's purchase order received from Buyer that are in addition to or different from the terms and conditions contained herein are expressly objected to and shall be deemed rejected by Seller, unless expressly accepted in writing by Seller. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Offer and terms and conditions set forth in any purchase order, invoice or other type of instrument pertaining to the subject matter thereof, the provisions of this Offer shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument. All additional or differing terms from this offer contained in any acceptance or purchase order shall be deemed material alterations and notice of objection to them is hereby given. Acceptance of this Offer must be in writing (including email) by an authorized representative of the Buyer.

2. Unless otherwise specified on the face of the attached OFFER TO SELL, all equipment shall be provided "as is" and "where is" with no warranty of any kind whatsoever (except as to title). It is the responsibility of Buyer to arrange for all aspects of transportation and delivery, including preparation for transportation, associated with the equipment that is the subject matter hereof, all at Buyer's cost and expense.

3. Title and risk of loss shall pass to Buyer at the time Seller gives written notice to Buyer of Buyer's right to possession of the equipment or when the equipment is delivered to Buyer or when Buyer enters on the premises where the equipment is located for the purpose of commencing preparation for transportation.

4. Seller warrants that Buyer shall receive good title to the equipment. It is expressly agreed that this warranty will be in lieu of all warranties of fitness and in lieu of the warranty of merchantability. Seller makes no other warranties, express or implied with regard to the equipment hereunder. The equipment is purchased by Buyer "as is" and Seller makes no warranty of merchantability or fitness for a particular purpose. Any affirmation of fact or promises made by Seller shall not be deemed to create an express warranty that the equipment shall conform to such affirmation or promise. Buyer acknowledges that it alone has determined that the equipment purchased hereunder will suitably meet the requirements of their intended use. Unless an additional warranty is specified by Seller on the face of the attached OFFER TO SELL, this is the sole and exclusive warranty provided by Seller to Buyer. If an additional warranty is so specified, then that warranty is exclusive (except as to title) and in lieu of all other warranties of quality including any warranty of merchantability or fitness for a particular purpose.

5. This Offer (together with all attachments and documents incorporated or referenced herein), shall constitute the complete and exclusive statement of the terms and conditions of the Offer between the parties with respect to the equipment specified herein, and may hereafter be modified, amended or changed only by a written instrument executed by the duly authorized representatives of both parties. No course of prior or concurrent dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term or any part of any term leading to this Offer or be binding or of any force or effect. Seller's failure to strictly enforce any term or condition of this Offer or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this Offer are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity.

6. This Offer shall be governed by the laws of the State of California, without regard to conflict of law principles. Sole and exclusive venue for any disputes arising out of or related to this Agreement shall be the Superior Court of Santa Barbara California. Buyer and Seller each knowingly, waives any right to trial by jury and agrees that any dispute arising out of this Offer shall be decided by court trial without a jury.

7. Privacy Laws and Data Protection. Seller shall follow all applicable data protection, privacy and information security laws (the "Privacy Laws") in accordance with the laws of the State of California where the Seller resides and agrees it is committed to respecting and protecting the privacy of individuals. Seller acknowledges and agrees that it shall only collect information covered by the Privacy Laws for business related purposes in connection with the specific Goods and Services being provided under this Offer to Sell. Seller shall retain such information only for as long as necessary to fulfill the business-related purposes in connection with the Good and Services being performed hereunder and may disclose such information to third parties only as is necessary to perform its obligations set forth herein or as may be required by applicable Privacy Laws. Seller shall take all appropriate actions to ensure that a third party protects such information that may be disclosed to it in the course of its performance hereunder.

8. Under no circumstances, and in no event, shall Seller be liable in contract or in tort or under any other legal theory for special, punitive, indirect, incidental or consequential losses, or damages of any kind arising in connection with or from any contract

resulting from this Offer by Seller or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, as a result of breach of contract or in tort or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer, shall Seller's liability to Buyer exceed a sum equal to the lower of (1) the difference between the purchase price herein and the market value of the equipment; or (2) the cost of replacement or repair of the equipment; or (3) the purchase price of the equipment as set forth on the attached OFFER TO SELL.

9. Unless specified otherwise, on the face of the attached OFFER TO SELL, the terms of payment for the equipment hereunder are net thirty (30) days from date of invoice. Buyer shall be responsible for and agrees to pay for all sales, use, occupation, excise, or other taxes arising out of the sale of the equipment to Buyer in addition to the prices quoted or invoiced. Seller is not responsible for obtaining any permits or licenses relating to the equipment and Seller makes no representation that the equipment will conform to any environmental, noise, or other regulations or laws of any kind whatsoever.

10. Buyer shall, at its own expense, defend, indemnify and hold harmless Seller and its officers, directors, agents, representatives and employees, from any and all claims, liabilities, fines, damages, losses and expenses (including attorneys' fees) of any kind whatsoever, arising out of or resulting in any way, directly or indirectly, from Buyer's preparation for transport of the equipment, transport of the equipment, installation of the equipment, use of the equipment, or any claim for the violation of any applicable local, state or federal law, order or regulation in connection with the equipment purchased hereunder, or from any act or omission of Buyer, its agents, employees or subcontractors, or any other action by Buyer in relation to the equipment. This indemnity shall apply without regard to whether the claim is based on breach of contract, breach of warranty, negligence, strict liability or other tort. Seller may have to enforce the agreement Buyer made with Seller notwithstanding the Attorneys Fees paragraph that follows, which applies to other claims arising out of the agreement of the parties. This indemnity shall survive delivery and acceptance of the equipment.

11. Attorneys' Fees (California Civil Code section 1717). Should any legal or equitable proceeding be commenced under, concerning or in relation to this Offer, including without limitation to enforce or interpret any provision in this Offer, the prevailing party in such proceeding shall be entitled to recover from the losing party all fees, court costs and expenses of enforcing any right of such prevailing party under or with respect to this Offer, including without limitation, such reasonable fees and expenses of attorneys and accountants, expert witness fees, litigation related expenses, and other costs incurred in such proceeding, which shall include, without limitation, all fees, costs and expenses of any post judgment proceedings to collect or enforce any judgment.

12. Warranty Definitions. For all purposes of this Offer, the following definitions shall apply to the warranty terms set forth on the face page of the attached OFFER TO SELL. This paragraph provides definitions only and does not indicate the existence of any warranty.

a. Commencement of warranty period. The warranty period shall commence at the time title and risk of loss pass to Buyer pursuant to paragraph 3 hereof.

b. Repair or replacement. This means that Buyer's sole and exclusive remedy shall be limited to the repair or replacement, at Seller's option, of any defective part. Replacement is defined as the physical replacement of the part or, at Seller's option, the whole or, at Seller's option, the payment to Buyer of a sum equal to the purchase price of the equipment as specified on the face of the attached QUOTE and Buyer shall return defective part or equipment back to Seller. All repair work shall be performed at a facility designated by Seller. Transportation costs to and from the repair facility shall be paid by Buyer. If this warranty is applicable, Buyer agrees that the remedy of repair or replacement is the sole and exclusive remedy of Buyer.

c. Manufacturer or other vendor pass through. This means that Seller will pass through to Buyer any warranty provided for the equipment by the manufacturer or vendor. Seller will assist Buyer in obtaining information and documentation with respect to said warranty. Buyer agrees that if this warranty is applicable, the sole and exclusive remedy of Buyer is that Buyer will look exclusively to the manufacturer or other vendor for any and all warranty claims.

d. Working condition on transfer of possession. This means that at the time Buyer first installs or tests the equipment and for 24 hours thereafter, it will perform its ordinary functions, taking into consideration the age of the equipment. In no event shall the time of installation or test be later than 30 days after the passing of title provided for in paragraph 3 hereof. If this warranty is applicable, Buyer agrees that Buyer's sole and exclusive remedy is the return of the equipment for a full refund of the purchase price.

e. No warranty obligations (except as to title) shall apply to any equipment (1) repaired, modified, or altered without prior approval of Seller; or (2) subject to misuse, abuse, accident, or inadequate maintenance; or (3) based on reasonable wear and tear.