



## PROPOSAL

2/26/25

Proposal#: 2022-18948R5

Attn: Jeff Odoms, Director of Public Works  
City of Hallandale Beach

Ref: Hallandale Tri-plex LS#1

Florida Detroit Diesel-Allison (“FDDA”) proposes the following scope of work for the above referenced:

### \*\*\* Scope of Work \*\*\*

Qty	Description	I/L <sup>±</sup>
<b>ENGINE-GENERATOR SET</b>		
1	<p><b>New Diesel Engine-Generator Set mtu/Rolls-Royce Model 6R0150 DS250, Serial Number 95090504863 (OEM Ship Date 5/15/24)</b></p> <ul style="list-style-type: none"> <li>• Rating: 250 ekW</li> <li>• Application: Emergency Standby</li> <li>• Voltage: 277/480 VAC, 60 Hertz, 4 Wire, 80% Power Factor</li> <li>• UL Listing: UL2200</li> </ul> <p><b>Genset Controller:</b></p> <ul style="list-style-type: none"> <li>• Alarms &amp; Digital Metering</li> <li>• Engine &amp; Generator Monitoring</li> <li>• Modbus RS485 Communication</li> </ul> <p><b>Engine</b></p> <ul style="list-style-type: none"> <li>• #2 Diesel Fuel Oil, EPA Certified Stationary Emergency Use</li> <li>• Unit Mounted Radiator w/Ethylene Glycol Coolant</li> <li>• Engine Lube Oil</li> <li>• Flexible Fuel Lines</li> <li>• Engine Air Filter w/Restriction Indicator</li> <li>• Engine Lead Acid Starting Battery</li> <li>• Battery Charger, 10A</li> <li>• Engine Jacket Water Heater</li> <li>• Integral Vibration Isolators</li> </ul> <p><b>AC Alternator:</b></p> <ul style="list-style-type: none"> <li>• Alternator Rated at 105°C Rise Above 40°C Ambient</li> <li>• Class H Insulation</li> <li>• Digital Voltage Regulator</li> <li>• Permanent Magnet Exciter</li> <li>• Alternator Space Heater</li> </ul> <p><b>Unit Mounted Breaker(s):</b></p> <ul style="list-style-type: none"> <li>• CB#1: 350A-3P-100% Rated, LI Trip, Aux Contacts, Shunt Trip</li> </ul> <p><b>Steel UL142 Double Wall Subbase Fuel Tank</b></p> <ul style="list-style-type: none"> <li>• Capacity: 2500 Gallons</li> <li>• Fuel Level Gauge</li> <li>• Fuel Level Switch(es) &amp; Leak Detection Switch</li> <li>• Normal and Emergency Vents</li> </ul>	L

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Headquarters: 4141 S.W. 30 Avenue, Fort Lauderdale, FL 33312 ● Tel: (954) 327-4440 ● [www.fdda.com](http://www.fdda.com)  
 Fort Myers ● Fort Pierce ● Jacksonville ● Miami ● Ocala ● Orlando ● Panama City ● Tampa ● West Palm Beach

	<ul style="list-style-type: none"> <li>Florida Department of Environmental Protection (FDEP) Compliant</li> <li>Tie-Down Calculations by Florida PE (required by Broward County)</li> </ul> <p><b>MTU Weather Protective Enclosure</b></p> <ul style="list-style-type: none"> <li>Aluminum Construction</li> <li>Wind Speed Rating, 195 MPH</li> <li>MTU Level 3 Sound Level: 76.6 dB(A) at 23 feet</li> <li>Internally Mounted Carbon Steel Hospital Grade Muffler</li> <li>Florida Building Code High Velocity Hurricane Zone (HVHZ) Missile Impact Rated</li> <li>100 Amp Main 3 Phase Load Center</li> </ul>	
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ENGINE-GENERATOR ACCESSORIES		
1	Remote Emergency Break-Glass Station	L
2	Set of Access Platforms with Stairs and Handrails	L
1	Operation and Maintenance Manuals	L
Lot	MTU Standby Generator Limited Warranty: 5-Yr(s)/3000 Hrs	L
Lot	Standard MTU Factory Non-Witnessed Test	L

TRANSFER SWITCH EQUIPMENT		
1	<p><b>ATS: 400A, 4 Poles, 277/480V</b></p> <ul style="list-style-type: none"> <li>ASCO 300 Series Model J03ATSB30400NGXU, 11BE, 44G</li> <li>Serial Number 2585844-001 (OEM Ship Date 6/11/24)</li> <li>Automatic Transfer Switch</li> <li>In-Phase Monitor</li> <li>Plant Exerciser</li> <li>Sour Available Contacts</li> <li>Pre-Signal Contacts</li> <li>NEMA 4X (316 Stainless Steel) Enclosure</li> </ul>	L
1	<p><b>MTS: 400A, 4 Poles, 277/480V</b></p> <ul style="list-style-type: none"> <li>ASCO 300 Series Model J03NTSB30400NGXU, 11BE, 44G</li> <li>Serial Number 2585845 (OEM Ship Date 6/12/24)</li> <li>Non-Automatic Transfer Switch</li> <li>Standard Open Transition</li> <li>NEMA 4X (316 Stainless Steel) Enclosure</li> </ul>	L
Lot	ASCO Limited Warranty: 5-Year(s)	L

FIELD SERVICE WORK		
Lot	<p><b>Onsite Startup, Testing and Training</b></p> <ul style="list-style-type: none"> <li>Start-up of Engine-Generator</li> <li>Site Acceptance Test for Engine-Generators               <ul style="list-style-type: none"> <li>2Hr Load Bank Testing of Each Engine-Generator @ full rated load 1.0 pf</li> </ul> </li> <li>Owner Personnel Training</li> </ul> <p>(All labor is for 1 technician working regular business hours M-F 8am-4pm)</p>	L

<sup>L</sup> = Shipped Loose

**\*\*\* End Scope of Work \*\*\***

<b>NET PRICE, F.O.B. 1<sup>st</sup> Destination Hallandale Beach...</b>	<b>\$157,996.00</b>
<b>Florida Sales Tax...</b>	<b>\$ 9,529.76</b>
<b>TOTAL PRICE...</b>	<b>\$167,525.76</b>



PLANS	SPECS
E-306 Electrical One-Line Diagram (7/8/22)	Section 16621 Diesel-Electric Standby Power System (9/22/22)

**Specific Clarifications or Deviations or Exceptions:**

- Genset is rated 250kW as indicated on one-line diagram and not 350kW as indicated on M-14 & M15
- Enclosure/tank manufacturer is not Advanced Manufacturing & Power Systems, Inc. since company no longer in business
- In lieu of a Level 1 enclosure rated 180 mph with stainless steel hospital grade muffler, proposal is for an MTU factory Level 3 enclosure rated 195 mph with internal carbon steel hospital grade muffler.
- Subbase fuel tank does not include day tank controls or automatic controls or 4-20 ma sensor since there is no indication of another tank on site
- Fuel tank integrity testing on site, if requested, will be an **ADDER of \$2,000.00**
- Spring isolators are not required by manufacturer for this model, so exception taken
- Generator plug for MTS and distribution panel BY OTHERS

**GENERAL EXCLUSIONS and EXCEPTIONS (unless specifically noted above):**

General provisions of the Contact, including General and Supplementary Conditions and Division 01; plans and/or drawings besides the electrical generator related drawings; buyer reference to local, state, or federal government requirements not specified; hurricane/missile impact rated and/or compliance with Florida Building Code for generator enclosure; Florida DBPR insignia and/or professional engineering wind-load rating calculations for generator enclosure; EPA Tier 4i or 4 Final engine; dual-fuel and/or bi-fuel and/or bio-fuel engine; US EPA certification for use with dual-fuel and/or bi-fuel; diesel oxidation catalyst; power systems or selective coordination study; arc energy reduction maintenance setting (ERMS); transfer switch coordination with breakers with short time settings; transfer switch oversized neutral; transfer switch manual switch operation underload; service entrance rated transfer switch; programmed or delayed neutral transition on transfer switch; transfer switch remote annunciator; bypass/isolation transfer switch; IBC or seismic compliance and/or calculations; equipment performance beyond proposed manufacturer's design; any testing other than load bank testing (emissions, noise, harmonics, infrared, etc.); exhaust pipe, roof thimble or wall thimble; noise emission requirements; any warranty and/or guarantee other than the original equipment manufacturer's warranty and/or FDDA's warranty attached hereto; warranty commencement from date of substantial completion; consequential or liquidated damages; limit of liability exceeding contract price; any test equipment other than load bank (oscilloscope, camera, analyzer, etc.); NETA or Independent Testing Agency testing or qualification; NETA Acceptance Testing Specifications (ATS); resistance testing of any kind; protective device calibration, setting or testing; main bearing cap vibration testing; ground fault or infrared scanning testing; anchoring calculation and/or anchors; concrete slab design, calculation or engineering; examination, preparation, installation, connection and identification; equipment offloading, rigging, storage & insurance; general, civil, plumbing, mechanical, and electrical work including materials; engineering and any type of permitting; fuel or equipment rental; remote fuel fill port; fuel tank integrity testing, vacuum or pressure; equipment short or long term preservation

**TERMS AND CONDITIONS OF PROPOSAL:**

1. Price Subject to Change Prior Approved Submittal and Release for Manufacturing
2. Lead times are not guaranteed and are only estimates subject to change by the factory
3. Proposal includes only engine-generator set equipment listed above. Proposal is subject to corrections for any errors and omissions.
4. Warranty provided is solely the limited warranty provided by manufacturer(s)
5. Payment terms must be approved by FDDA and may require a non-refundable deposit and/or C.O.D. but in all payment terms agreed final payment is due before equipment startup or 12 months from delivery, whichever occurs first.
6. STEWART & STEVENSON FDDA LLC ("FDDA") GENERAL TERMS & CONDITIONS OF SALE (DOC# EG-P-540.5) AND MANUFACTURER'S WARRANTY ATTACHED HERETO OFFER ARE PART OF THIS PROPOSAL AND CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND FDDA.
7. Acceptance of proposal by buyer is subject to final approval and acknowledgement by FDDA. Technical data ("submittals") provided by FDDA does not constitute an agreement to any purchase order and/or terms and conditions from buyer.
8. Equipment will be ordered only after payment terms have been approved by FDDA, order acknowledgement has been issued by FDDA, and a written material release for production is received from Buyer. Lead times are estimated and based on receipt of material release. Changes requested by Buyer subsequent to issuing a material release will only be performed by FDDA upon receipt of a change order approval from Buyer. Every equipment is custom ordered therefore upon receipt of a cancellation from Buyer after a material release was issued by Buyer, FDDA reserves its right to charge Buyer up to the contract value as a cancellation fee. Equipment released will be shipped and delivered directly to the project jobsite address. If Buyer is unable to take delivery of the equipment, FDDA will redirect the equipment to storage. Any and all expenses, including but not limited to handling, off-loading, re-loading, and additional freight, incurred by FDDA will be invoiced to the Buyer. Equipment released by the Buyer but stored by FDDA will be invoiced to the Buyer as Stored Material. Equipment stored more than six (6) months will require special long-term engine preservation to maintain the manufacturer's warranty. All expenses for the long-term engine preservation will be invoiced to the Buyer as a Change Order to the original purchase agreement. Preservation does not extend or prolong the warranty period. Equipment warranty period will remain per the manufacturer's warranty statement. Equipment not started-up within 12 months from ship date may require additional warranty coverage charge to meet contract warranty period.

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FDDA appreciates the opportunity of proposing the above scope of work and trust we may be favored with your most valued business.

Len Hernandez, E.E.  
Business Development Manager  
Mob#: 954-868-0642



# ROLLS-ROYCE SOLUTIONS AMERICA INC.

Five (5) Year / 3,000 Hour

## Comprehensive Extended Standby Limited Warranty

Rolls-Royce Solutions America Inc. ("RRSA") issues the following express Limited Warranty subject to the following terms, conditions, and limitations:

An original consumer ("Owner") who purchases an RRSA engine generator set ("Product") is entitled to coverage under this Limited Warranty. RRSA warrants to the Owner that the Product is free of defects in material and workmanship and will perform under normal use and service from valid start-up performed by RRSA. Any nonconformity to the foregoing is defined as a Warrantable Defect. This Limited Warranty applies to Product shipped by RRSA after January 1, 2014.

### 1. Disclaimers

LIMITATION OF WARRANTIES: THIS LIMITED WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

THIS LIMITED WARRANTY, THE OBLIGATIONS OF RRSA AND THE RIGHTS AND REMEDIES OF THE OWNER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF, AND THE OWNER HEREBY WAIVES AND RELEASES ALL OTHER OBLIGATIONS, WARRANTIES (INCLUDING WARRANTY AGAINST REDHIBITORY DEFECTS), REPRESENTATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OF THIS LIMITED WARRANTY OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE PRODUCT, ANY COMPONENT THEREOF AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE, OR OTHERWISE, SHALL RRSA BE SUBJECT TO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGE TO THE PRODUCT, OR OTHER PROPERTY, COMMERCIAL LOSSES, LOST PROFITS, LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, OR CLAIMS OF CUSTOMERS.

RRSA'S AGGREGATE TOTAL LIABILITY RELATING TO THE SYSTEM AND/OR PRODUCT UNDER THIS LIMITED WARRANTY OR UNDER ANY OTHER CLAIM (IN CONTRACT, TORT, OR OTHERWISE) MADE IN CONNECTION WITH THE SALE OR USAGE OF THE SYSTEM AND/OR PRODUCT IS LIMITED TO THE DOLLAR AMOUNT OF THE OWNER'S ORIGINAL PAYMENT MADE FOR THE SYSTEM AND/OR PRODUCT.

### 2. Limited Warranty Periods

Limited Warranty Period. The Limited Warranty Period for a Warrantable Defect in the Product is sixty (60) months after the first commissioning of the Product, except for a Warrantable Defect in the battery charger or pre-heater which Warranty Period is set forth below. In all cases, the Limited Warranty period will expire not later than seventy-two (72) months from the date of shipment from the RRSA Mankato, MN facility or after 3,000 operation hours, whichever occurs first.

Battery Charger/Pre-Heater Warranty Period. The Warranty Period for a Warrantable Defect in the battery charger or the pre-heater is twenty-four (24) months after the first commissioning of the Product. In all cases, the Limited Warranty period will expire not later than thirty-six (36) months from the date of shipment from the RRSA Mankato, MN facility or after 3,000 operation hours, whichever occurs first.

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Accessories Coverage Period. The Accessories Coverage Period for a Warrantable Defect in cords, receptacles, cord reels, gas flex pipes, housing lights, space heaters, and associated equipment (“Accessories”) is twelve (12) months from the date of shipment from RRSA Mankato, MN facility.

RRSA warranty obligations under this Limited Warranty are contingent upon distributor completing the following:

- (a) The RRSA warranty and the *Start-Up Validation and Pre-Inspection Form*. Return both to RRSA within sixty (60) days of the start-up date; and
- (b) The engine registration form (when applicable). Return to the manufacturer as stated in the engine registration form instructions.

### 3. RRSA Responsibilities

If a Warrantable Defect is found during the Limited Warranty Period, Battery Charger/Pre-Heater Warranty Period and/or the Accessories Coverage Period, and provided the Owner has complied with its obligations under Section 4, RRSA will, during normal working hours, through an RRSA authorized distributor, dealer, or service outlet, perform some or all of the following:

- (a) Repair or replace, at the sole election of RRSA, the defective part with a new or remanufactured replacement part;
- (b) Provide reasonable or customary labor needed to correct the Warrantable Defect;
- (c) Provide technician travel time of 400 miles to and from the closest RRSA authorized distributor, dealer, or service outlet to the Product location;
- (d) Part removal and re-installation, if necessary and as solely determined by RRSA.

The obligation to repair or replace defective parts by RRSA does not include responsibility for reimbursement of incidental or consequential costs. If RRSA repairs or replaces an Accessory, part, or Product under this Limited Warranty, the repaired or replaced Accessory, part, or Product assumes the unexpired portion of the warranty period remaining from the original Accessory, part, or Product. Repair or replacement of an Accessory, part, or Product will not extend the term of the original Limited Warranty Period or Accessories Coverage Period. Parts or Product replaced shall become the property of RRSA.

Failure of RRSA to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

### 4. Owner Responsibilities

During the Limited Warranty Period, Battery Charger/Pre-Heater Warranty Period and Accessories Coverage Period, the Owner is responsible for, and RRSA will not reimburse for the following:

- (a) Battery;
- (b) Premium or overtime labor costs;
- (c) Labor and material costs for Product removal and reinstallation;
- (d) Any special access fees required to gain access to RRSA equipment, without limitation, training or safety policy requirement to gain access;
- (e) Transportation costs or travel expenses related to delivery of the Product to the designated distributor, dealer, or service outlet;
- (f) Incidental and consequential costs, damages, or administrative expenses of whatever nature;
- (g) Non-Product repairs, vehicle damage, “downtime” expenses, cargo damage, fines, lost income, any business costs of any kind, Owner’s travel expenses, and other losses resulting from a Warrantable Defect;
- (h) Shipping charges for replacement parts/Products in excess of those which are usual and customary; or

# Rolls-Royce Solutions America Inc.

## Comprehensive Extended Standby Limited Warranty

- (i) Local taxes, if applicable.

In addition, Owner must:

- (a) Operate, use, and maintain the Product in accordance with the applicable Owner's manual and/or any other manuals specified by RRSA, including without limitation handling, inspection, servicing, or operating instructions;
- (b) Promptly notify RRSA or its authorized representative of a Warrantable Defect and make the Product available for repair;
- (c) Comply with RRSA or its authorized representative's reasonable directions regarding the timing, sequence, and location of warranty repairs and make the Product available for inspection;
- (d) Perform all required maintenance and maintain and provide proof that all required maintenance has been performed;
- (e) Use RRSA specified parts, components, and consumables;
- (f) Promptly return to RRSA all parts replaced under this Limited Warranty;
- (g) Comply with RRSA long term storage guidelines, if applicable, and maintain and provide proof of compliance;
- (h) Routinely exercise the Product in accordance with operating instructions;
- (i) Install the Product in accordance with the installation guide provided; and
- (j) Reimburse RRSA for all costs incurred in providing warranty service where, following examination, the request or claim for warranty coverage proves to be unfounded or excluded, as well as all incidental costs including those incurred investigating the claim.

### 5. Limitations

RRSA is not responsible, and this Limited Warranty is not available under any circumstances, for any of the following:

- (a) Failure of Owner to fulfill its obligations under Section 4;
- (b) Failure of Owner to follow RRSA instructions for Product stored by Owner longer than 180 days from date of shipment from the RRSA Mankato, MN facility;
- (c) Defects caused by adjustments made by Owner to the fuel system or governor system;
- (d) Defects which were obvious or capable of being identified by reasonable inspection and were not reported to RRSA within a reasonable time;
- (e) Rental equipment used during warranty work;
- (f) Defects caused or potentially caused by service work performed by non-RRSA authorized service providers and/or the use of non-genuine RRSA parts;
- (g) Defects resulting from natural wear and tear, external action, negligence, natural disasters, accidents, incorrect use, improper handling or storage, inadequate corrosion-proofing, incorrect assembly or installation, or modification of the Product;
- (h) Defects resulting from abuse or neglect, including unauthorized modifications to the Product;
- (i) Repair or any use or installation which RRSA, in its sole discretion, determines to be improper;
- (j) Defects caused by incorrect maintenance;
- (k) Defects resulting from Owner's delay in making the Product available after being notified of a potential problem or Owner's failure to take immediate measures to avoid or mitigate damage;
- (l) Damage caused by shipping;
- (m) Repair of parts sold by RRSA that are warranted directly to the Owner by the respective part's manufacturer;
- (n) Misapplication of the Product;
- (o) Diesel engine "wet stacking" due to lightly loaded diesel engines;
- (p) Acts of nature or acts of God;
- (q) Any failure, other than those resulting from a defect in material or factory workmanship of the Product;
- (r) Use of the Product for purposes other than those for which it was intended, including without limitation use of the Product under extraordinary operating conditions not made known to RRSA in writing at the time of the order; or

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(s) Material provided by or a design specified by the Owner.

- 6. Software Warranty.** Where software is included in the Product, RRSA warrants to the Owner that 1) the software will be substantially free from material program errors and material defects in material and workmanship, and that 2) it shall function substantially in accordance with RRSA specification at the time of dispatch from the RRSA manufacturing facility. RRSA does not warrant that the software is error-free or free from “bugs” as commonly categorized by the computer industry. RRSA shall, during the Limited Warranty Period, endeavor to remedy at its cost, in its sole discretion, by repair or replacement of any material program errors or material defects of which Owner has promptly notified RRSA. RRSA, at its option, may elect to provide the most current software at no cost, and in such case RRSA will not cover the cost to install the applicable updated software. RRSA shall have no obligation with respect to any nonconformities resulting from unauthorized modifications to the software or any Owner interfacing.
- 7. Emissions Warranty.** The Product may be covered under an emissions warranty specified by the U.S. Environmental Protection Agency and/or the California Air Resources Board. The terms of the warranty, if applicable, may be accessed by following the link: <https://www.mtu-solutions.com/eu/en/technical-information/emissions-warranty.html>. Any such Emissions Warranty is incorporated herein by reference in its entirety to the extent and with the same force as if fully set forth herein. The Product, if certified, may only be certified to comply with the required country or region-specific emission regulations. Where applicable, the Product is only certified to those specific emission regulations/standards which are clearly stated in the respective RRSA defined technical specifications. IT IS THE OWNER'S SOLE RESPONSIBILITY TO ENSURE THAT THE EXPORT/IMPORT, INSTALLATION, AND USE OF THE PRODUCT(S) COMPLIES WITH THE APPLICABLE EMISSION REGULATIONS IN THE COUNTRY OR REGION WHERE THE PRODUCT(S) WILL BE USED.
- 8.** The Owner is entitled to rectify the defect or to have it rectified by third parties only in urgent cases where operational safety is at risk or in order to prevent disproportionately extensive damage; provided that Owner has informed RRSA and obtained prior written consent from RRSA. In such cases, RRSA shall, in its sole discretion, reimburse the costs incurred by the Owner up to an amount equivalent to the costs RRSA would have incurred had it remedied the defect itself.
- 9.** This Limited Warranty gives the Owner specific legal rights, and the Owner may also have other rights, which vary from state to state. Some states do not allow warranty duration limitations and/or certain exclusions or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion(s) may not apply to Owner. If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.
- 10.** This Limited Warranty is governed by the laws of the State of Michigan without regard to its conflicts of law principles and excluding the United Nations Convention for the International Sale of Goods. Any and all disputes between the parties that may arise pursuant to the sale or use of the Product shall be heard and determined before an appropriate state of federal court located in Oakland County, Michigan. The Owner acknowledges that such court has the jurisdiction to interpret and enforce the provisions herein, and Owner waives any and all objections that it may have as to personal jurisdiction or venue in any of the above courts.
- 11.** In order to obtain performance of an RRSA warranty obligation, the Owner should contact the nearest RRSA authorized distributor, dealer, or service outlet for instructions. To find the location of the nearest RRSA authorized distributor, dealer, or service outlet call +1 248-560-8000 or write to: Rolls-Royce Solutions America Inc. Warranty Department, 39525 MacKenzie Drive, Suite 100, Novi, MI 48377.

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.

**IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.**

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."
2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, 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 Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. Standard terms are Net 30 from invoice date unless otherwise approved by the Seller. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."
4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.
5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. 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 waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.
7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.
9. **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.
10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products 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 Products after the date of this Agreement.
11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components 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 components, and such warranties are the only warranties provided for those components. 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 that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.**

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

**12. INDEMNITY (INCLUDING FOR NEGLIGENCE):** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, **INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT.** This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

**13. DEFAULT:** On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

**14. LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. **SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.**

**15. EXPORTS:** Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

**16. ASSIGNMENT:** Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

**17. WAIVER:** The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

**18. DISPUTE RESOLUTION:** TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

**19. INTERPRETATION AND VENUE:** The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

**20. SURVIVAL.** The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

**21. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.

