



south georgia equipment

## Produce Handling Equipment & Supply

July 28, 2014

Offer: STP.6069

City of Foley, Alabama  
P. O. Box 1750  
Foley, AL 36536

Attention: Rachel Keith

We are pleased to offer as follows:

### **Processing and Handling Line**

To comprise as follows according to SGE Drawing: 6069.001

#### **Water Tank**

Stainless steel construction  
Includes 24" elevator and brush on end

**\$4,660.00 ea.**

#### **Roller Inspection Conveyor**

24" W x 96" L  
Stainless steel bearings  
Includes motor

**\$1,850.00 ea.**

#### **Brusher/Washer**

BB & 2 Top Brushes – 20 24" brushes  
Stainless steel bearings  
Includes motor

**\$4,600.00 ea.**

#### **Waxer/Dryer**

20 24" brushes  
Waxer kit  
Stainless steel bearings

**\$3,670.00 ea.**

#### **Elevator**

24" W x 5' L  
1 1/2" cleats

**\$1,995.00 ea.**

#### **Adjustable Roll Sizer**

Consists of:  
Three grade sizer  
Motor  
Takeaway conveyor

**\$18,470.00 ea.**

#### **Optional:**

**Custom Spiral Drive Pattern for Onions**

**\$335.00 ea.**



Delivery : to be determined at time of order  
Delivery : ex-works Lyons, GA  
Retention of Title : SGE/Manufacturer retains title of goods supplied, until such time that the agreed purchase price has been paid in full.  
Terms : 50% deposit with signed offer  
40% prior to shipping  
10% upon receipt of equipment (\*with approved credit)

\*Offer in USD only.

\*Offer valid for 15 days from above date.

\*Offer does not include any applicable tax, shipping, handling, insurance, freight, custom, duty, tariff, crating, uncrating, site-preparation, groundwork, installation, start-up, training, electrical, and etc. not otherwise specified. All that apply will be billed separately and due upon receipt of invoice.

Delivery Date is calculated from date deposit is credited. We accept MasterCard, Visa, Discovery, American Express, bank Cashier Checks, bank Wire Transfer and Company Checks. Credit Card payments are subject to a 3% surcharge. Cashier Check payments are credited upon receipt. Credit Card payments are credited upon receipt of authorization. Bank Wire Transfer payments are credited upon receipt. Company check payments are credited 8-10 business days from date of receipt to allow funds to clear bank.

Final payment of 10% due upon receipt of equipment only with approved credit. Credit application must be filled out completely and remitted with initial deposit of order. If credit application is not received with initial deposit, the extended payment terms above will not be offered and balance shall be due prior to shipping. If credit is not approved, only upon good reason, the balance shall be due prior to shipping.

Once a contract is signed in agreement, any and all changes must be in writing and signed by authorized signature of customer and South Georgia Equipment. All changes are subject to manufacturer consensus. South Georgia Equipment and/or manufacturer reserves the right to modify or change the Product if the Product becomes unavailable or if another Product becomes available and better suited for the application.

We wish to thank you for the opportunity to offer the above equipment. If you have any questions or require additional information please give me a call. If you wish to continue with an order, please specify items and quantities below, sign, fax acceptance of proposal, and return original signature along with deposit to initiate the order.

With kind regards,

Dustin Hall



## Acceptance of Offer: STP.6069

*\*Specify quantity of items of purchase, total the order, print then sign name below, have witness sign, fax to (912) 526-3635 Attention: Pam and forward deposit immediately according to terms of offer to SGE. Freight charge must be included as total for offer and subject to terms of offer in order for SGE to arrange shipping, handling, insurance, delivery and customs clearance on your behalf. Incomplete orders will not be accepted. Fax copy will serve as original signature.*

### Processing and Handling Line

To comprise as follows according to SGE Drawing: 6069.001

|                                                                                             |                 |
|---------------------------------------------------------------------------------------------|-----------------|
| <u>1</u> Water Tank                                                                         | \$4,660.00 ea.  |
| <u>1</u> Roller Inspection Conveyor                                                         | \$1,850.00 ea.  |
| <u>1</u> Brusher/Washer                                                                     | \$4,600.00 ea.  |
| <u>1</u> Waxer/Dryer                                                                        | \$3,670.00 ea.  |
| <u>1</u> Elevator                                                                           | \$1,995.00 ea.  |
| <u>1</u> Adjustable Roll Sizer                                                              | \$18,470.00 ea. |
| <u>1</u> Custom Spiral Drive Pattern                                                        | \$335.00 ea.    |
| <u>1</u> Installation, start-up and training (1 Tech, 2 Days)                               | \$2,365.00      |
| <u>1</u> Freight (Estimate only, actual cost adjusted and billed separately, if applicable) | \$1,960.00      |

*\*Freight charge must be included in initial deposit in order for SGE to handle delivery*

*\*Delivery to: Baldwin Co. Alabama Farmer's Co-Op 410 E. Section Ave. Foley, AL 36535*

Electrics: PLEASE SPECIFY (voltages other than 240/480V, 60Hz, 3 Phase may incur additional charges)

\_\_\_ V, \_\_\_ Hz, \_\_\_ Phase; Phase per leg: (1) \_\_\_ (2) \_\_\_ (3) \_\_\_

Total for Offer: STP.6069

\$ 39,905.00

I, Rachel Keith (please print name) being an authorized signature for City of Foley and with my signature below have read and understand the above proposal in its entirety and do authorized the continuance of the order as specified above.

Rachel Keith 8/26/14  
Authorized Signature Date

Joseph L. Brown 8/26/14  
Witness Date

UPON ACCEPTANCE OF THIS PROPOSAL BY CUSTOMER, SELLER AGREES TO SELL AND CUSTOMER AGREES TO PURCHASE THE EQUIPMENT SET OUT HERE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN ACCORDING TO GEORGIA STATE LAW.

## TERMS AND CONDITIONS

All Terms and Conditions apply as stated below unless otherwise stated in the above offer.

General. Any necessary specifications regarding the Product are set forth on the face of this Order and/or in Appendix 1 attached hereto. Upon execution by Purchaser, this Order shall be set directly to South Georgia Equipment for Purchaser's account who is named on the face of this Order.

Delivery. South Georgia Equipment and/or manufacturer shall, upon receipt of this Order executed by the Purchaser, undertake to make delivery of the ordered Product pursuant to the terms hereof. South Georgia Equipment and/or manufacturer shall make reasonable efforts to ship the Product by the Estimated Ship Date set forth on the face of this Order. Delivery to Purchases shall be EX-WORKS any plant or warehouse of manufacturer or such other point of origin as South Georgia Equipment shall designate. South Georgia Equipment and/or manufacturer shall not thereafter be liable for transportation or for loss or damage in transit. If freight has been included and paid in terms of agreement, South Georgia Equipment shall arrange transportation, custom clearance and carry insurance until final delivery and file any claims for loss or damage in transit as long as Purchaser notes damage immediately upon the signing of the acceptance of delivery and prior to unloading of the equipment, makes photos of damage, contact South Georgia Equipment immediately and prior to unloading of equipment, and makes photos available to South Georgia Equipment and fully cooperates with South Georgia Equipment and adjuster for the purposes of completing the claim. If Purchaser does not follow the above exactly, South Georgia Equipment is relieved of the claim for damages. If freight is not paid within terms of the agreement, Claims for damages to shipments thereafter shall be made against carrier by Purchaser. Claims for damages not attributable to the carrier must be made by Purchaser against South Georgia Equipment and/or manufacturer within ten (10) days after arrival of shipment at the specified destination. Shipping dates are estimated, and South Georgia Equipment and/or manufacturer shall not be liable for loss or damage due to delay in manufacture of delivery resulting from any cause beyond its reasonable control including, but not limited to, compliance with regulations, orders or instructions of any federal, state or municipal government or any department or agent thereof, acts of God, acts or omissions of Purchaser, acts of civil or military authority, fires, strikes, facilities shutdowns or alterations, embargoes, war, terrorism, riot, delays in transportation, or inability to obtain necessary labor, manufacturing facilities or materials from usual sources, and any delays resulting from any such cause shall extend the time from delivery correspondingly. Product shall be deemed accepted upon installation by South Georgia Equipment and/or manufacturer.

Limitation of Liability. South Georgia Equipment and/or manufacturer's liability for all losses and damages, whether on account of negligence, breach of warranty or otherwise, shall in no event exceed the purchase price of the particular product with respect to which such losses or damages occur. In no event will South Georgia Equipment and/or manufacturer be liable for lost profits or production or other consequential, incidental or special damages due to any cause.

Purchase Price and Payment. (a) The Purchase Price for the Product shall be as set forth on the face of this Order. Estimate sums for handling, delivery and transportation ("Shipping Charges"), if any, plus such sums to cover any Taxes (as hereinafter defined) that will be paid, or equivalent to any Taxes payable, by South Georgia Equipment and/or manufacturer to any taxing authority upon the transportation, use or sale of the Product, are set forth on the face of this Order. South Georgia Equipment and/or manufacturer reserves the right to increase the amounts set forth on the face of this Order at any time prior to the delivery of the Product for any incurred, but uninvoiced, Shipping Charges or Taxes. The Purchaser agrees to pay the Purchase Price, all Shipping Charges, the Installation Price (as defined hereafter) and Taxes pursuant to the terms of this Order. The Installation Price is separate from the Purchase Price and is set forth on the face of this Order and shall be paid according to the terms of this order for Product's installation.

(b) Along with this Order, Purchaser shall pay to South Georgia Equipment and/or manufacturer, in case or other good funds, fifty (50%) of the Purchase Price of the Product, shipping and installation if contracted for this order. Purchaser will pay to South Georgia Equipment and/or manufacturer, in case or other good funds, an additional forty (40%) percent of the Purchase Price, shipping and installation if contracted for this order, prior to the shipment of the Product upon receiving notice from South Georgia Equipment and/or manufacturer. The final ten (10%) percent of the Purchase Price, shipping and installation if contracted for this order, in case or other good funds, is due within 10 days of the date that the Product is delivered to the Purchaser (\*with approved credit). Any portion of the Purchase Price, shipping and installation if contracted for this order, unpaid for a period of more than 10 days will bear interest at one and a half (1.5%) percent per annum, or the highest rate allowed by applicable law, whichever is less.

(c) All license fees, sales, use, service use, occupation, retailer's occupation, service occupation, personal property, and excise taxes, import or duty taxes, and any other fees, assessments or taxes (collectively, "Taxes") which may be assessed or levied by any international, national, state or local government and any departments and subdivisions thereof, against the Product ordered by Purchaser and under Purchaser's direct or indirect control, shall be paid by Purchaser. All expenses and charges caused by Purchaser, including, but not limited to, its failure to accept delivery of or pay for the Product, shall be paid by Purchaser to South Georgia Equipment and/or manufacturer on demand.

(d) As collateral security for the due and punctual payment by Purchaser of all amounts payable by it either under this Order or on account of any purchase of the items from South Georgia Equipment and/or manufacturer, Purchaser hereby grants to South Georgia Equipment and/or manufacturer a purchase money security interest in all of the Products now owned or hereafter acquired by Purchaser from South Georgia Equipment and/or manufacturer together with the proceeds (including, without limitation, proceeds under insurance policies) thereof, and in all right, title and interest of Purchaser in and to all instruments and other documents, whenever arising, covering or relating to the Product, additions and accessions thereto and proceeds and all rights, remedies and claims of Purchaser under or with respect to the Product, additions and accessions thereto and proceeds and all rights, remedies and claims of Purchaser under or with respect to such documents, whether now existing or hereafter arising. South Georgia Equipment and/or manufacturer shall have all rights, powers, privileges and remedies with respect to such collateral as shall be permitted for a secured party under the Uniform Commercial Code of the state in which the Product is located as in effect from time to time. Purchaser agrees that it will join with South Georgia Equipment and/or manufacturer in executing, filing, and refilling such documents as South Georgia Equipment and/or manufacturer may reasonably deem necessary or appropriate to perfect and preserve and deliver such additional documents as South Georgia Equipment and/or manufacturer may reasonably deem necessary or appropriate to carry into effect the purpose of this Section or to better assure and confirm to South Georgia Equipment and/or manufacturer its rights, power and remedies under this Section. Purchaser hereby authorizes South Georgia Equipment and/or manufacturer, in its discretion, to file financing statements and similar documents relative to all or any part of the collateral without the signature of Purchaser wherever permitted by law and with the signature of Purchaser executed by an agent of South Georgia Equipment and/or manufacturer as Purchaser's attorney-in-fact wherever permitted by law.

(e) It is specifically agreed that South Georgia Equipment/manufacturer will keep the exclusive ownership of the said machines until they are completely paid for as previously specified and, thus even if these machines have been delivered and are in the Buyer's possession. In the case where the Buyer forfeits on the payment terms, the warranty shall be deemed null and void. Any technical and/or service personnel to instruct Buyer's personnel, to check installation of equipment, to perform such demonstration and/or repairs as may be



necessary and/or replace any defective parts shall be at the Buyer's expense. The charges for such services shall be at the current per diem rate as stipulated in this contract in the Terms and Conditions under section Installation.

**Installation.** Purchaser and South Georgia Equipment and/or manufacturer shall schedule installation of the Product, which will in no event, except agreed upon in writing by all parties, be later than fifteen (15) business days after the delivery of the Product. Purchaser is responsible for providing electrical power and pneumatic connections prior to the scheduled installation date. Installation of the Product shall be provided by a trained service engineer (the "Engineer") from South Georgia Equipment and/or manufacturer. The Purchaser is responsible for supplying assistance to the Engineer for such installation. In addition to installing the Product, the Engineer will also train representatives of the Purchaser as to the proper operation and maintenance of the Product (the "Training"). The Purchaser shall pay an Installation Price to South Georgia Equipment and/or manufacturer for such Installation and Training. The Installation Price shall be based on the Engineer's actual travel expenses to the Purchaser for the installation and Training, and the Engineer's hotel, meal and rental car expenses incurred during the installation and training.

Additionally, the Purchaser shall also pay for the Engineer's time, which shall be invoiced as plant time at \$95 per hour. Each hour beyond 10 hours in one day will be invoiced at \$142.50 per hour. Travel time will be invoice at \$75 per hour.

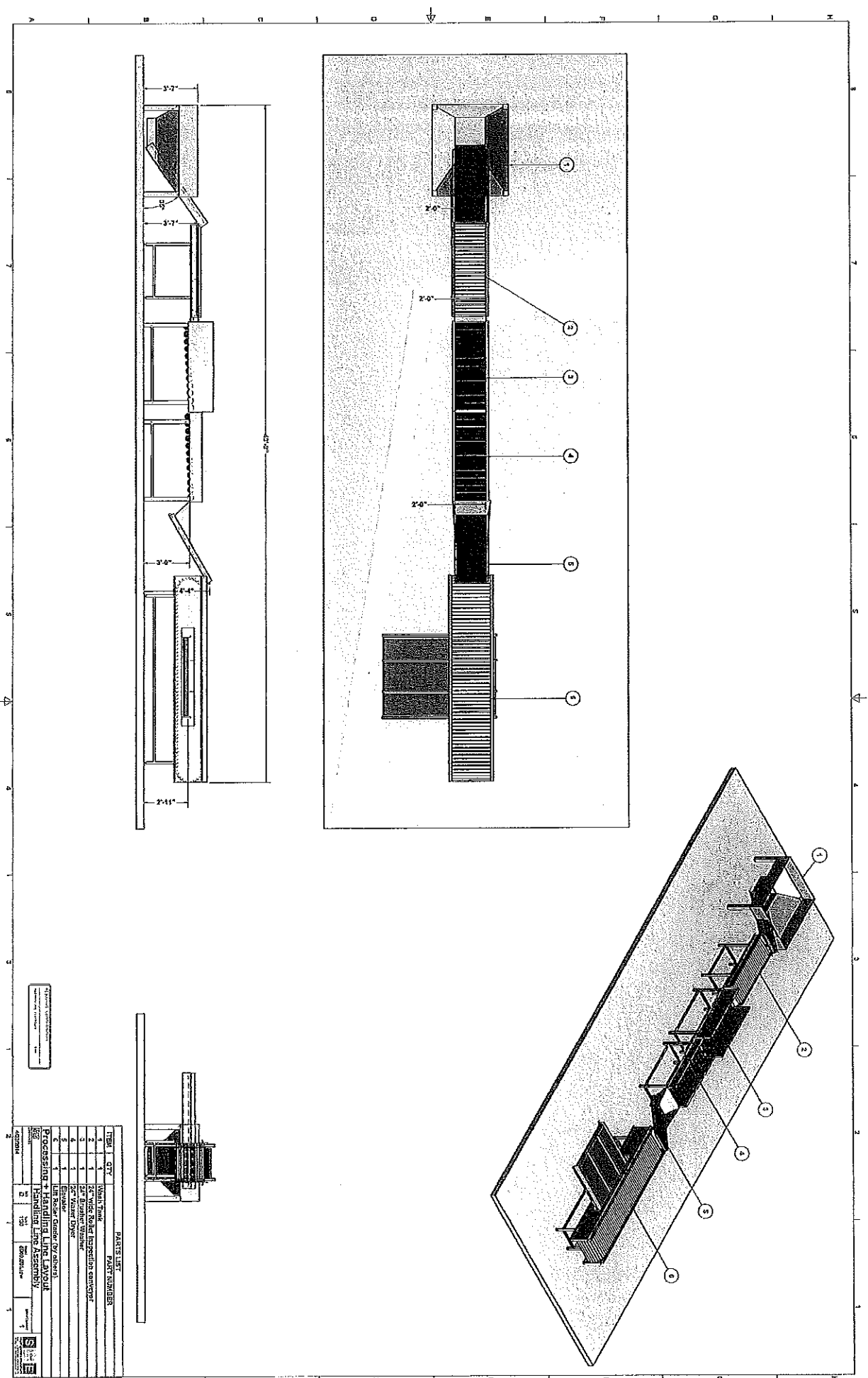
**Product Warranty.** Manufacturer warrants the Product for a period specified from the date of delivery against defects in materials and workmanship in machinery manufactured by manufacturer. Wear and tear parts, and man labor, are excluded from this warranty. The foregoing warranty is subject to proper operation and maintenance of the Product by Purchaser. Expenses, including, but not limited to, shipping, LTL freight, air freight, travel time, in writing, according to the notices provision herein. Manufacturer's sole obligation under the foregoing warranty is, at manufacturer's option, to repair, replace or correct any such defect that was present at the time of delivery. Any defective part must be returned prepaid to South Georgia Equipment for evaluation. If a replacement part is requested before Seller or Manufacturer receives and evaluates the defective part, the new part must be purchased from Seller. If the part returned is found to be defective and the guarantee applies, the price of the replacement part that was purchased will be credited. If the defective part is found to be abused, neglected or damaged, then the replacement part is not under guarantee and a new part must be paid for. This guarantee excludes labor costs, directly or indirectly. This warranty also excludes consumable or wear parts. All parts not manufactured by Seller or specified manufacturer are covered only by the original manufacturer guarantee. Copies are available upon request. Except as stated above, there are no warranties, express or implied and manufacturer expressly disclaims any warranty, express or implied, including the warranty of merchantability or a warranty that the product can be used, or is fit for any particular purpose. Buyer purchases and accepts product solely on the basis of the warranty herein above expressed.

Purchaser agrees to indemnify and hold harmless South Georgia Equipment and/or manufacturer against any injury, loss, damage or expense including but not limited to attorney's fees, arising out of or resulting from Purchaser's possession, use, demonstration or sale of the Product.

South Georgia Equipment and/or manufacturer reserves the right to modify or change the Product if the Product becomes unavailable or if another Product becomes available and better suited for the application.

**Miscellaneous.** It is expressly understood and agreed that South Georgia Equipment and/or manufacturer and the Purchaser shall never be construed for any purpose to be partners, joint venturers, co-principals, or associates and therefore neither party shall have the right or authority to create any obligation of any kind on behalf of the other party. It is expressly agreed by the parties hereto that time is of the essence with respect to the payment of all monies and the performance of all obligations under this Order. This Order may be executed in any number of counterparts, each of which shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. All covenants, agreements, warranties and provisions of this Order shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Nothing therein expressed or implied shall be construed to give any other person or entity any legal or equitable rights hereunder. No action, regardless of form, arising out of this Order, may be brought by either party more than (1) year after the cause of action arose. This Order is made and entered into under the laws of the State of Georgia and said laws shall control interpretation of this Order. If, and in the event that, after taking all steps available under the law, compliance with this Order would constitute a violation of such law; this Order shall be deemed modified to the extent that it does not violate such law. In case any terms of this Order shall be held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Order shall in any way be affected thereby. Should any provision of this Order require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who by itself or through its agents prepared the same. Each of the parties, for themselves and their successors and assigns, agrees to submit to personal jurisdiction and exclusive venue in the state, superior or federal courts having jurisdiction over Toombs County, Georgia, in any action or proceeding arising out of this Order, or any act or omission of any person or entity relating to this Order, and, in furtherance of such agreement, each party, for itself and its successors and assigns, hereby agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction and exclusive venue over it, its successors and/or assigns in any such action or proceeding may be obtained within or without the jurisdiction of any such court having jurisdiction over Toombs County, Georgia, and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the other, or its successors and/or assigns by certified mail to or by personal service at the last known address of the party in question, whether such address be within or without jurisdiction of any such court. Any notice required or permitted to be given under this Order shall be in writing and shall be deemed to have been given (i) on the date of delivery if delivered by a nationally recognized private express delivery service providing proof of receipt and delivery and "same-day" or "next-day" delivery service, (ii) on the date of delivery if hand-delivered, or (iii) three (3) days after the postmark date if mailed, first class mail, with adequate postage, addressed to the parties contact as set forth on the face of this Order. Any party may, from time to time by notice as herein provided, designate a different address or addresses or facsimile number to which notice shall be sent. Notices may be given by counsel for the respective parties hereto. This Order constitutes the entire and complete agreement between the parties hereto with respect to the subject matter hereof, and all other understandings, commitments or arrangements, whether verbal or in writing, are hereby superseded by this Order. This Order may be modified or amended only by an amendment in writing and signed by the parties hereto. No express or implied waiver or any default shall constitute a waiver of any other default or of any rights upon default. No failure or delay in acting by a party hereto shall be deemed a waiver of such party's rights.

This Order may be assigned by South Georgia Equipment and/or manufacturer in whole or in part without the consent of the Purchaser. Other than the assignment permitted herein there shall be no other assignment permitted hereunder without the prior written consent of the other party. Except as may be required by law, Purchaser or its respective affiliates, employees, agents or representatives shall not disclose to any third party the subject matter or terms of this Order without the prior written consent of South Georgia Equipment and/or manufacturer; provided however, that Purchaser may discuss the same with its legal counsel and other engaged professionals.



| PARTS LIST |     |
|------------|-----|
| ITEM       | QTY |
| 1          | 1   |
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Processing and Handling Line Layout  
Handling Line Assembly