

Thompson**QUOTATION No: MOD - 31328057****SOURCEWELL CONTRACT #092222-CAT****PROJECT NAME: FOLEY PUBLIC WORKS BUILDINGS**

PROJECT CITY: FOLEY, ALABAMA

DATE ISSUED: 3/21/24

EXPIRATION DATE: 4/24/24

THOMPSON POWER SYSTEMS

2258 PINSON VALLEY PARKWAY

BIRMINGHAM, AL 35217

205-849-4361

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WE ARE PLEASED TO OFFER THE FOLLOWING **SOURCEWELL DISCOUNTED PRICING** (ACCOUNT #44586) PROPOSAL FOR THE ABOVE REFERENCED PROJECT PER THE INCLUDED SPECIFICATIONS EXCEPT AS NOTED IN "QUOTE NOTES/EXCLUSIONS" ON PAGE 3:

ITEM:	QUANTITY:	DESCRIPTION:	PRICE
1	1	CATERPILLAR STANDBY NATURAL GAS GENERATOR SET MODEL DG275GC RATED 275KW	\$149,069
2	1	CATERPILLAR STANDBY NATURAL GAS GENERATOR SET MODEL DG400 RATED 400KW	\$205,565
TOTAL PRICING FOR ABOVE PACKAGE:			\$354,634

PRICING: PRICING ABOVE INCLUDES PRICE ESCALATIONS FOR THE LEAD TIMES LISTED IN TABLE "AVAILABILITY". DUE TO THE VOLATILITY OF THE MATERIALS MARKET, ALL PROJECTS WILL BE RE-PRICED AT TIME OF RELEASE TO PRODUCTION. ANY INCREASE OR DECREASE WILL BE ASSESSED AND APPLIED AT THAT TIME.

TERMS: NET DUE ON RECEIPT OF INVOICE WITH APPROVED CREDIT. A 1.5% FINANCE CHARGE WILL BE ADDED FOR EVERY 30 DAYS PAYMENT IS PAST DUE.

TAXES: NOT INCLUDED. TO BE ADDED IF APPLICABLE

FREIGHT: INCLUDED, F.O.B. PROJECT CITY LISTED ABOVE

THOMPSON POWER SYSTEMS LIMITS THE SCOPE OF SUPPLY FOR THIS QUOTATION TO THOSE ITEMS AND SERVICES LISTED HEREIN. EQUIPMENT NOT LISTED IS ASSUMED TO BE SUPPLIED BY OTHERS. WE HAVE WRITTEN A DETAILED LIST AS PART OF THIS PROPOSAL. PLEASE CHECK IT TO BE SURE IT MEETS YOUR REQUIREMENTS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS.

CONTRACTS WHICH INCLUDE PENALTY OR LIQUIDATED DAMAGE CLAUSES FOR FAILURE TO MEET DELIVERY DATES ARE NOT BINDING ON THOMPSON POWER SYSTEMS UNLESS ACCEPTED AND CONFIRMED IN WRITING BY A MANAGER OF THOMPSON POWER SYSTEMS.

THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. IF YOU NEED ADDITIONAL INFORMATION, OR WISH TO ORDER THIS EQUIPMENT, PLEASE CONTACT ME AT (251) 300-0110.

SINCERELY,

MICHAEL DUNLAVY

SALES ENGINEER

THOMPSON POWER SYSTEMS

C: (251) 300-0110

E: michaeldunlavy@thompsoncontractor.com



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AVAILABILITY:

MODEL #	MINIMUM LEAD TIME	MAXIMUM LEAD TIME
SUBMITTALS FOR EQUIPMENT QUOTED	1 WEEKS	2 WEEKS
LEAD TIME BELOW IS AFTER APPROVED SUBMITTALS		
DG275GCC GENERATOR SET	42 WEEKS	46 WEEKS
DG400 GENERATOR SET	13 WEEKS	18 WEEKS

AVAILABILITY LISTED IS BASED ON FACTORY PRODUCTION LOAD AT TIME OF QUOTATION AND SUBJECT TO CHANGE. LEAD TIMES WILL BE UPDATED AT TIME OF ORDER.

APPLICABLE PROJECT DOCUMENTS		
	Specification or Drawing	Date
<input checked="" type="checkbox"/> No Specs or Drawings Apply		
Engine Genset Specification Section:	263213.16	02-21-24
Drawing Number:	E-601	12-06-23

Customer Acceptance: This proposal is accepted at the price and per the terms indicated. (Please provide the entire proposal form to Thompson Power Systems with signature). Thompson requires a purchase order to proceed with the order.

Buyer requests _____ (quantity) of Submittals

Name (print)

Company

Title

Signature/Date

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QUOTE NOTES/EXCLUSIONS:

1. ANY NETA TESTING REQUIRED TO BE PERFORMED BY OTHERS AND NOT INCLUDED IN THIS PRICING.
2. THOMPSON POWER SYSTEMS WILL ARRANGE FOR INITIAL START-UP SERVICES AT NO ADDITIONAL CHARGE. THESE SERVICES INCLUDE CHECKOUT OF THE INSTALLATION, CONTROL WIRING, SAFETY SHUTDOWNS, AND OTHER EQUIPMENT SUPPLIED BY THOMPSON POWER SYSTEMS.
3. NATURAL GAS REGULATORS ARE NOT INCLUDED, AND IF REQUIRED ARE TO BE SUPPLIED BY OTHERS.
4. GENERATOR SET AND ACCESSORIES TO BE UNLOADED AND INSTALLED BY OTHERS
5. AIR CONSTRUCTION PERMIT AND AIR OPERATION PERMIT APPLICATION INFORMATION WILL BE SUPPLIED BY THOMPSON IF REQUIRED. OBTAINING PERMITS WILL BE RESPONSIBILITY OF OTHERS.
6. STARTUP IS QUOTED TO BE DONE IN ONE TRIP TO THE JOBSITE. IF ADDITIONAL TIME IS REQUIRED, THE TECHNICIAN WILL RETURN TO THE JOBSITE ON CONSECUTIVE DAYS AFTER THE FIRST DAY, EXCLUDING WEEKENDS AND HOLIDAYS. IF THE TECHNICIAN IS REQUIRED TO RETURN TO THE JOBSITE FOR ITEMS OUTSIDE THE SCOPE OF STARTUP, I.E. UNIT NOT READY, COORDINATION WITH OTHER TRADES OR INSPECTORS, RELATED CHARGES WILL BE AT OUR NORMAL SERVICE RATES.

SPECIFICATIONS OF ITEMS QUOTED:

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>
1	1	CATERPILLAR DIESEL STANDBY GENERATOR SET MODEL <ul style="list-style-type: none"> ○ G14.2 RATED 275 kW / 344kVA ○ 480/277 VAC, 3 PHASE, 4 WIRE, 60 HERTZ AT 1800 RPM ○ EPA CERTIFIED FOR STATIONARY EMERGENCY APPLICATION ○ ETL EVALUATED TO UL2200 STANDARD ○ SEISMIC CERTIFICATION - WEATHER RESISTANT SOUND ATTENUATED, ENCLOSURE: <ul style="list-style-type: none"> ○ LEVEL 2 SOUND ATTENUATED 71.2 DBA SPL AT 7M(23') AT 100% LOAD ○ CATERPILLAR WHITE PAINT ○ EXTERNALLY MOUNTED EMERGENCY STOP BUTTON ○ 125A LOAD CENTER ○ GFCI OUTLET ○ EXTERIOR STAINLESS STEEL FASTENERS - GENERATOR: <ul style="list-style-type: none"> ○ ALTERNATOR SPACE HEATER ○ 130C TEMPERATURE RISE OVER 40C AMBIENT RATING ○ INTEGRATED VOLTAGE REGULATOR - CIRCUIT BREAKER: <ul style="list-style-type: none"> ○ 400A 100% RATED THERMAL MAGNETIC WITH SHUNT TRIP ○ NEUTRAL BAR - CATERPILLAR EMCP4.2B CONTROL PANEL <ul style="list-style-type: none"> ○ LOCAL NFPA ANNUNCIATOR, 16 CHANNEL, 32 LIGHTS

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- (1) REMOTE NFPA ANNUNCIATOR, 16 CHANNEL, 32 LIGHTS, FLUSH MOUNT
- GROUND FAULT RELAY INDICATION
- REMOTE EMERGENCY STOP BUTTON
- MOUNTING SYSTEM
 - VIBRATION ISOLATORS
- BATTERY SYSTEM:
 - 20A BATTERY CHARGER, UL, FLOAT-EQUALIZE TYPE
 - 45A CHARGING ALTERNATOR
 - LEAD ACID BATTERIES WITH BATTERY RACKS AND BATTERY CABLES
- OIL/COOLANT/FUEL SYSTEMS
 - JACKET WATER HEATER WITH PUMP
 - INITIAL FILL OF LUBE OIL AND COOLANT
- START UP WITH 2/HR. LOAD BANK TESTING
- WARRANTY:
 - 24 MONTHS/1000 HRS FROM DATE OF COMMISSIONING
- TESTING:
 - STANDARD FACTORY GENERATOR TESTING AT 0.8 PF

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>
2	1	CATERPILLAR DIESEL STANDBY GENERATOR SET MODEL <ul style="list-style-type: none"> ○ C18 RATED 400 kW / 625kVA ○ 480/277 VAC, 3 PHASE, 4 WIRE, 60 HERTZ AT 1800 RPM ○ EPA TIER 2 CERTIFIED FOR STATIONARY EMERGENCY APPLICATION ○ UL2200 CERTIFICATION ○ IBC SEISMIC CERTIFICATION OF COMPLIANCE - WEATHER RESISTANT, LEVEL 2 SOUND ATTENUATED, ENCLOSURE: <ul style="list-style-type: none"> ○ 75 dBA SPL AT 7M(23') AT 100% LOAD ○ CATERPILLAR WHITE PAINT ○ EXTERNALLY MOUNTED EMERGENCY STOP BUTTON ○ 125A LOAD CENTER ○ GFCI OUTLET ○ EXTERIOR STAINLESS STEEL FASTENERS - GENERATOR: <ul style="list-style-type: none"> ○ ALTERNATOR SPACE HEATER ○ 130C TEMPERATURE RISE OVER 40C AMBIENT RATING ○ INTEGRATED VOLTAGE REGULATOR - CIRCUIT BREAKER: <ul style="list-style-type: none"> ○ 800A UL LISTED LSI WITH SHUNT TRIP ○ NEUTRAL BAR - CATERPILLAR EMCP4.3 CONTROL PANEL

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- 6 CONFIGURABLE DC OUTPUTS
- 8 CONFIGURABLE DIGITAL INPUTS
- 4 CONFIGURABLE ANALOGUE/DIGITAL INPUTS
- NFPA110 BUNDLE:
- LOCAL NFPA ANNUNCIATOR, 16 CHANNEL, 32 LIGHTS
- (1) REMOTE NFPA ANNUNCIATOR, 16 CHANNEL, 32 LIGHTS
- GROUND FAULT INDICATOR
- REMOTE EMERGENCY STOP BUTTON
- MOUNTING SYSTEM
 - VIBRATION ISOLATORS
- BATTERY SYSTEM:
 - 10A BATTERY CHARGER, UL, FLOAT-EQUALIZE TYPE
 - 45A CHARGING ALTERNATOR
 - LEAD ACID BATTERIES, 1000 CCA, WITH BATTERY RACKS, AND BATTERY CABLES
- OIL/COOLANT/FUEL SYSTEMS
 - JACKET WATER HEATER WITH PUMP
 - INITIAL FILL OF LUBE OIL AND COOLANT
- START UP WITH 2/HR. LOAD BANK TESTING
- WARRANTY:
 - 24 MONTHS/1000 HRS FROM DATE OF COMMISSIONING
- TESTING:
 - STANDARD FACTORY GENERATOR TESTING AT 0.8 PF

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. IF THE FULL AMOUNT OF THE PURCHASE PRICE IS NOT PAID IN CASH, WHEN THE EQUIPMENT NECESSARY TO FILL THIS ORDER IS AVAILABLE, PURCHASER AGREES ON DEMAND TO EXECUTE AND DELIVER TO SELLER SUCH PROMISSORY NOTES, SECURITY AGREEMENTS, FINANCING STATEMENTS, EQUIPMENT LEASES, AND OTHER DOCUMENTS AS SELLER MAY REQUIRE EVIDENCING AND SECURING THE TOTAL BALANCE SHOWN ABOVE. IN THE EVENT PURCHASER FAILS TO EXECUTE AND DELIVER SUCH DOCUMENTS, THE ENTIRE NET BALANCE DUE SHALL, AT SELLER'S ELECTION, BE IMMEDIATELY DUE AND PAYABLE, TOGETHER WITH INTEREST AS PROVIDED BELOW FROM THE DATE DEMAND IS MADE BY SELLER.

2. RISK OF LOSS; INSURANCE. THE EQUIPMENT SHALL AT ALL TIMES AFTER DELIVERY TO PURCHASER, PURCHASER'S AGENT, OR A TRANSPORTATION COMPANY FOR DELIVERY TO PURCHASER, WHICHEVER FIRST OCCURS, BE THE SOLE RESPONSIBILITY OF PURCHASER, AND ALL RISK OF LOSS OR DAMAGE TO THE EQUIPMENT OR ANY PART THEREOF FROM ANY CAUSE WHATSOEVER SHALL BE BORNE BY PURCHASER, AND SHALL NOT OPERATE TO EXTINGUISH OR DIMINISH THE LIABILITY OF PURCHASER TO SELLER. UNLESS PURCHASER PAYS SELLER CASH ON OR PRIOR TO DELIVERY, PURCHASER SHALL PROCURE, AND FURNISH TO SELLER, EVIDENCE OF INSURANCE SHOWING THE EXISTENCE OF VALID AND COLLECTIBLE INSURANCE INSURING THE EQUIPMENT AGAINST LOSS FROM FIRE, THEFT, COLLISION AND COMPREHENSIVE COVERAGE IN AN AMOUNT NOT LESS THAN THE NET BALANCE DUE OR AMOUNT TO BE FINANCED SHOWN ABOVE, WITH LOSS THEREUNDER PAYABLE TO SELLER, AS LOSS PAYEE, AS ITS INTEREST MAY APPEAR. IF THE EQUIPMENT IS LEASED BY PURCHASER, PURCHASER SHALL ALSO FURNISH EVIDENCE OF LIABILITY INSURANCE SATISFACTORY TO SELLER IN ITS SOLE DISCRETION. PURCHASER MAY FURNISH THE REQUIRED INSURANCE THROUGH AN EXISTING POLICY OR THROUGH AN INSURANCE AGENT SELECTED BY PURCHASER. SELLER MAY REFUSE TO ACCEPT ANY INSURANCE OFFERED BY PURCHASER FOR REASONABLE CAUSE.

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3. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** PURCHASER UNDERSTANDS AND AGREES THAT SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS ORDER. SELLER MAKES NO REPRESENTATION OR WARRANTY AGAINST LATENT OR PATENT DEFECTS IN MATERIAL OR WORKMANSHIP, NO WARRANTY OF CAPACITY OR PERFORMANCE, AND NO WARRANTY THAT THE EQUIPMENT WILL MEET THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT TERM THAT PROVIDES FOR OR REQUIRES SPECIFIC MACHINERY OR APPARATUS OR SPECIFIC CAPACITY OR METHODS OF OPERATION.

NEW CATERPILLAR PRODUCTS ARE SOLD SUBJECT TO THE TERMS OF THE APPLICABLE CATERPILLAR WARRANTY. PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF ANY APPLICABLE CATERPILLAR WARRANTY OR WARRANTIES IDENTIFIED ON THIS ORDER. SELLER ASSUMES NO RESPONSIBILITY FOR SUCH WARRANTIES.

SELLER WILL COOPERATE WITH PURCHASER IN SEEKING TO OBTAIN ADJUSTMENT FROM THE MANUFACTURER FOR ANY BREACH OF THE MANUFACTURER'S WARRANTY. UNLESS OTHERWISE PROVIDED IN A WRITING SIGNED BY SELLER, ANY TRANSPORTATION, TRAVEL AND OTHER EXPENSES WILL BE FOR PURCHASER'S ACCOUNT. IN NO EVENT WILL SELLER HAVE ANY OBLIGATION ON ACCOUNT OF ANY DEFECT OR DEFECTS IN THE EQUIPMENT, OR OF ANY FAILURE OF THE EQUIPMENT TO OPERATE AS WARRANTED, OR FOR ANY LOSS OR DAMAGE TO OR CAUSED BY THE EQUIPMENT.

WITH RESPECT TO EQUIPMENT DESCRIBED HEREIN AS "USED" OR "OTHER", PURCHASER AGREES THAT ALL SUCH EQUIPMENT IS SOLD "AS IS" AND WITH ALL FAULTS OR DEFECTS EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY EXPRESS WARRANTY SPECIFICALLY SET FORTH HEREON OR CONTAINED IN A SEPARATE WRITING SIGNED BY SELLER.

THE FORGOING PROVISIONS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY ESPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY PURCHASER, EVEN IF SELLER HAD REASON TO KNOW OF THEM.

PURCHASER EXPRESSLY AGREES THAT SELLER AND ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES SHALL NOT BE LIABLE IN TORT -- WHETHER ON CLAIMS OF NEGLIGENCE, WANTONNESS, FRAUD, MISREPRESENTATION, SUPPRESSION, STRICT LIABILITY, OR OTHER THEORY OF TORT LIABILITY -- FOR ANY ACTION OR FAILURE TO ACT IN CONNECTION WITH THE MAKING OF THIS ORDER OR NEGOTIATIONS LEADING UP TO IT, OR THE REPAIR OR OPERATION OF THE EQUIPMENT. PURCHASER AGREES THAT IT IS THE INTENT OF THE PARTIES TO ABSOLVE SELLER, ITS OFFICERS, AGENTS, AFFILIATES, AND EMPLOYEES, FROM ALL LIABILITY IN TORT, AND THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER, ITS OFFICERS, AGENTS, AFFILIATES, AND EMPLOYEES, SHALL BE IN CONTRACT UNDER THIS ORDER OR UNDER THE EXPRESS WARRANTIES, IF ANY, MADE BY SELLER UNDER THIS ORDER OR IN A SEPARATE WRITING SIGNED BY SELLER.

4. **PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE.** PURCHASER ACKNOWLEDGES THAT THE EQUIPMENT DELIVERED PURSUANT TO THIS ORDER MAY HAVE BEEN MODIFIED BY SELLER AT THE MANUFACTURER'S DIRECTION OR REQUEST TO UPDATE OR IMPROVE THE EQUIPMENT AFTER IT LEFT THE MANUFACTURER'S PLANT AND THAT SELLER MAY HAVE REPAINTED OR REPAIRED DAMAGE TO THE EQUIPMENT SUFFERED IN DEMONSTRATION, TRANSIT OR STORAGE. PURCHASER CONSENTS TO SUCH MODIFICATIONS, REPAIRS, OR REPAINTING AND WAIVES ANY FURTHER NOTICE OR DISCLOSURE THEREOF.

5. **SELLER'S RESERVATION OF TITLE.** SELLER HEREBY RETAINS TITLE TO ALL EQUIPMENT DESCRIBED HEREON UNTIL THE TOTAL TIME PAY BALANCE SHOWN HEREON IS PAID IN FULL OR, IN THE CASE OF A CASH SALE PAID BY CHECK OR A SALE ON ACCOUNT, UNTIL SELLER RECEIVES FULL PAYMENT OF THE NET BALANCE DUE IN COLLECTED FUNDS. ALL PAYMENTS UNDER THIS ORDER SHALL BE MADE IN UNITED STATES DOLLARS AND IMMEDIATELY AVAILABLE FUNDS. IF PURCHASER DEFAULTS ON ANY PAYMENT, THE UNPAID BALANCE OF THE TOTAL TIME PAY BALANCE SHALL BE IMMEDIATELY DUE AND PAYABLE, AT SELLER'S ELECTION. IF SELLER DOES NOT RECEIVE COLLECTED FUNDS OR IS NOT PAID IN FULL WHEN DUE, SELLER MAY REPOSSESS THE EQUIPMENT, SELL IT AT PUBLIC OR PRIVATE SALE OR ACCEPT IT IN SATISFACTION OF THE UNPAID DEBT (AT SELLER'S ELECTION), AND EXERCISE ALL RIGHTS AND REMEDIES OF A SECURED PARTY FOLLOWING DEFAULT

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BY ITS DEBTOR. A COPY OF THIS ORDER MAY BE FILED AS A FINANCING STATEMENT.

6. INTEREST AFTER DEFAULT. AFTER DEFAULT BY PURCHASER IN THE PAYMENT OF ANY SUM OWED BY PURCHASER UNDER THIS ORDER, SUCH SUM SHALL ACCRUE INTEREST DAILY, PAYABLE ON DEMAND, AT THE PER ANNUM RATE THAT IS 2% IN EXCESS OF THE HIGHEST PRIME RATE PUBLISHED IN THE WALL STREET JOURNAL ON THE DATE OF DEFAULT, SUCH RATE TO INCREASE OR DECREASE IN LIKE AMOUNT EACH TIME THE PRIME RATE CHANGES UNTIL SUCH SUM IS PAID IN FULL.

7. COLLECTION COSTS. PURCHASER AGREES TO PAY ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY SELLER IN ENFORCING THIS ORDER OR COLLECTING ANY SUM OWED BY PURCHASER HEREUNDER FOLLOWING DEFAULT BY PURCHASER.

8. ARBITRATION OF DISPUTES. PURCHASER AND SELLER ACKNOWLEDGE AND AGREE THAT THE TRANSACTION BETWEEN THEM INVOLVES "COMMERCE" AS THAT TERM IS USED IN THE FEDERAL ARBITRATION ACT. PURCHASER AND SELLER AGREE THAT ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THIS ORDER, THE EQUIPMENT, THE TRANSACTIONS EVIDENCED OR CONTEMPLATED BY THIS ORDER, ANY PRIOR NEGOTIATIONS OR DEALINGS BETWEEN THEM, OR ANY MAINTENANCE OR SERVICE PERFORMED BY SELLER ON THE EQUIPMENT OR ON ANY OTHER RELATED OR UNRELATED PROPERTY BEFORE OR AFTER THE DATE OF THIS ORDER, OR ARISING OUT OF OR RELATED TO ANY RELATIONSHIP RESULTING FROM ANY OF THE FOREGOING, WHETHER BASED IN TORT, CONTRACT, WARRANTY, OR STATUTORY OR STRICT LIABILITY, SHALL BE SUBMITTED TO BINDING ARBITRATION HELD IN BIRMINGHAM, ALABAMA IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL DETERMINE WHETHER THE DISPUTE IS SUBJECT TO ARBITRATION. JUDGMENT ON THE ARBITRATOR'S AWARD MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION SHALL BE CONDUCTED BY A SOLE ARBITRATOR WHO SHALL BE WELL VERSED IN THE SALE AND FINANCING OF EQUIPMENT OF THE TYPE INVOLVED IN THE DISPUTE AND SHALL, AT THE ELECTION OF EITHER PARTY, BE AN ATTORNEY AT LAW WHO HAS BEEN LICENSED TO PRACTICE AT LEAST 10 YEARS. THE ARBITRATOR MAY NOT AWARD, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES. THE FOREGOING DOES NOT AFFECT THE RIGHT OF EITHER PARTY TO SEEK A JUDGMENT IN COURT AGAINST THE OTHER ON A CONTRACT CLAIM FOR BREACH OF AN EXPRESS COVENANT TO PAY MONEY AND FOR INTEREST AND COSTS OF COLLECTION, OR TO EXERCISE ANY RIGHT OF OFFSET OR SELF-HELP REPOSSESSION, OR TO SEEK A COURT ORDER FOR POSSESSION OF PERSONAL PROPERTY, OR TO SEEK AN INJUNCTION OR OTHER PURELY EQUITABLE REMEDY OTHER THAN A STAY OF ARBITRATION. THE PARTIES AGREE THAT THE COMMENCEMENT OF LITIGATION BY EITHER OF THEM PURSUANT TO THE PRECEDING SENTENCE OR OTHERWISE SHALL NOT OPERATE AS A WAIVER OR ESTOPPEL OF THE RIGHT TO ARBITRATE ANY COUNTERCLAIM OR OTHER SIMILAR CLAIM, AND THAT UPON THE GIVING OF A NOTICE OF ARBITRATION OF THE COUNTERCLAIM OR SIMILAR CLAIM BY ANY PARTY HERETO, THE LITIGATION OF THE COUNTERCLAIM SHALL BE STAYED AND THE COUNTERCLAIM SHALL BE SUBMITTED TO BINDING ARBITRATION HEREUNDER. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS WHICH THEY HAVE HEREBY AGREED TO RESOLVE BY ARBITRATION WHETHER OR NOT THE DISPUTE, CLAIM OR CONTROVERSY IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.

9. NO ADDITIONAL OR DIFFERENT TERMS. IF PURCHASER HAS SENT OR HEREAFTER SENDS SELLER A PURCHASE ORDER, ORDER ACKNOWLEDGEMENT, OR OTHER WRITING THAT STATES TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE CONTAINED IN THIS ORDER, ANY ACCEPTANCE OF THIS ORDER BY SELLER IS EXPRESSLY MADE CONDITIONAL ON PURCHASER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS ORDER, AND SELLER HEREBY GIVES NOTIFICATION OF ITS OBJECTION TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER.

10. NOTICE OF THOMPSON TRACTOR CO., INC. AND CATERPILLAR, INC. CUSTOMER DATA AND TELEMATICS DATA PRIVACY STATEMENTS CUSTOMER DATA
WE COLLECT INFORMATION ABOUT SPECIFIC MACHINES OR PRODUCTS (E.G., CONFIGURATION OR CONSUMPTION OF PARTS AND SERVICES BY SERIAL NUMBER) OR GROUPS OF MACHINES OR PRODUCTS AND CUSTOMER INFORMATION THAT ALLOWS FOR IDENTIFYING AND CONTACTING A CUSTOMER SUCH AS NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS.

TELEMATICS DATA



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IN THE EVENT THIS MACHINE IS EQUIPPED WITH TELEMATICS DEVICES SUCH AS VISIONLINK, DATA CONCERNING THIS MACHINE, ITS CONDITION, AND ITS OPERATION IS BEING COLLECTED AND TRANSMITTED TO CATERPILLAR INC., ITS AFFILIATES, AND/OR THOMPSON TRACTOR CO., INC.

THOMPSON TRACTOR CO., INC. RECOGNIZES AND RESPECTS CUSTOMER PRIVACY. THE THOMPSON TRACTOR CO., INC. CUSTOMER DATA PRIVACY STATEMENT AND THE TELEMATICS DATA PRIVACY STATEMENT (THE "PRIVACY STATEMENT") DESCRIBE THE CATEGORIES OF INFORMATION COLLECTED, THE PURPOSES OF THE PROCESSING OF THE INFORMATION, AND HOW THE INFORMATION IS SHARED. THE PRIVACY STATEMENTS ARE AVAILABLE ONLINE AT WWW.THOMPSONTRACTOR.COM.