

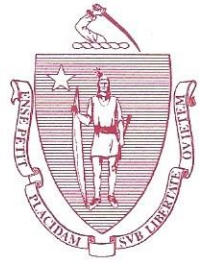


Millis Fire/Rescue

885 Main Street
Millis, Massachusetts 02054

Phone: 508-376-2361

Fax: 508-376-4339



Richard Barrett
Chief

To: Mike Guzinski, Town Administrator

Reg: Engine 2 Motor Replacement

Date: September 23, 2019

Mr. Guzinski,

I am requesting that you place the amount required to replace the motor in Engine 2 on the fall town meeting warrant. Back in July we sent Engine 2 to Greenwood Fire Apparatus for periods of low power. Greenwood diagnosed it and then sent it to Cummins Diesel in Norwood. For reference Greenwood is the Apparatus manufacturer and Cummins is the motor provider. Cummins diagnosed the motor as "Dusted" which means that a large amount of dirt was sucked into the air intake and did fatal damage to the motor parts requiring a complete motor replacement. We have been working with both the manufacturer and builder on how this happened and how to prevent it from happening again. Both are looking into the air intake filter, the pipe leading to it and harness' that are attached to it. Unfortunately, we could not wait for answers and had to replace the motor as Engine 2 is our primary response piece and workhorse of the department. While this was out, we were reduced to our Ladder 1 and 1987 Engine 1 to provide coverage. Cummins worked diligently and we got the Engine back in under 2 weeks.

The cost of repairs was \$27,678.81, this was a single source provider as well as an emergency repair. The invoice was paid out of our vehicle supply and repair account currently. Please feel free to contact me with any questions that may arise and I will keep you informed of any new information as it arises.

Respectfully,

Richard Barrett

Fire Chief

TOWN OF MILLIS
CHAPTER 30B COMPLIANCE FORM

- 1 GIVE A DESCRIPTION OF ITEM BID OR QUOTED: ENGINE REPLACEMENT FOR
ENGINE 2.
- 2 WAS THE ITEM PURCHASED FROM STATE OR OTHER BID LIST? (IF YES, ATTACH CONTRACT AWARD)
YES _____ NO X
- 3 GIVE CONTRACT AWARD # AND BID LIST NAME: _____
- 4 IS THE PRODUCT EXEMPT FROM CHAPTER 30B? YES _____ NO _____
- 5 IS THE PRODUCT A SOLE SOURCE PURCHASE? YES X NO _____
- 6 LIST QUOTES/BIDS BELOW:

QUOTE/BID #1

COMPANY NAME: Cummins Sales Service

ADDRESS: 100 Allard Drive Dedham MA 02026

TELEPHONE # 781-329-1750

AMOUNT QUOTED: \$ 27,693.51 DATE: 6/24/19

DATE OF REQUEST (IF NECESSARY) _____

MEETS PURCHASE DESCRIPTION: YES X NO _____

QUOTE/BID #2

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE # _____

AMOUNT QUOTED: \$ _____ DATE: _____

DATE OF REQUEST (IF NECESSARY) _____

MEETS PURCHASE DESCRIPTION: YES _____ NO _____

QUOTE/BID #3

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE # _____

AMOUNT QUOTED: \$ _____ DATE: _____

DATE OF REQUEST (IF NECESSARY) _____

MEETS PURCHASE DESCRIPTION: YES _____ NO _____

COMPLETED BY: TRB

SIGNATURE

DATE 9/23/19DEPARTMENT: FIRE/RESCUE

APPROVED BY: _____

CHIEF PROCUREMENT OFFICER

DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P.O. Box 419404
Boston, MA 02241-9404

DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

** Invoice **

INVOICE NO

V5-29453

REMIT TO: P.O. Box 419404
Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
MILLIS, MA 02054-1504

OWNER

TOWN OF MILLIS FIRE
885 MAIN ST
MILLIS, MA 02054-1504
CELL FOR RICHARD - 508 726-7853

PAGE 1 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-AUG-2019	NEED PO	24-JUL-2019	ISL CM2150		E-ONE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
937330		24-JUL-2019	46986823		CYCLONE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
170265	HB061		18401 / 0		Engine 2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 4EN6AAA8091005093

COMPLAINT

CEL 2387, 556 ALSO OIL AND FILTER CHANGE FUEL FILTERS AND WATER, AIR IF NEEDED
ACCOUNT IS COD NOW WOTKING WITH CREDIT TO GET NET 30 DAY I WILL UPDATE ONCE CHANGED BUT WHOEVER PREVIEWS PLEASE DOUBLE CHECK BEFORE CLOSING.

CAUSE

ENGINE IS DUSTED.
FOLLOWED T/S STEPS FOR FAULT CODE 556, FOR HIGH CRANKCASE PRESSURE. ROADTEST THE TRUCK WITH MANOMETER AND FOUND CRANKCASE PRESSURE IN EXCESS OF 30" H2O. INSPECTED THE TURBOCHARGER AND FOUND DUST AND DIRT IN THE COMPRESSOR HOUSING CAUSING DAMAGE TO THE TURBOCHARGER AND HEAVY DUST IN CHARGE AIR COOLER AND PIPING.

- REPLACED THE CYLINDER HEAD, ALL SIX PISTONS AND LINERS, THE TURBOCHARGER, AND THE AIR COMPRESSOR. ALSO REMOVED THE CHARGE AIR COOLER FOR CLEANING AND STEAM CLEANED ALL INTAKE, EGR, AND CHARGE AIR PIPING TO REMOVE ALL DUST AND DEBRIS. ROADTESTED THE TRUCK UNDER FULL LOAD AFTER REPAIRS TO SEAT NEW PISTON RINGS AFTER REPAIRS.

CORRECTION

REMOVE AND STAGE ONE CLEAN THE DOC. INSPECTED AND FOUND THE DPF IS BREACHED. REPLACED THE DPF. PERFORMED A STATIONARY REGEN TO CONFIRM REPAIRS.

ENGINE - DIAGNOSTIC ROAD TEST
MEASURE CRANKCASE BLOWBY
TURBOCHARGER - INSPECT FOR REUSE (IN CHASSIS)
AIR INTAKE AND EXHAUST SYSTEM - INSPECTION
GRILLE - REMOVE AND INSTALL
REFRIGERANT COMPRESSOR AND BRACKET - REMOVE AND INSTALL
AIR CONDITIONER CONDENSER - MOVE FOR ACCESS
AIR CONDITIONER SYSTEM - EVACUATE AND RECHARGE
AIR CLEANER ASSEMBLY (INCLUDING BRACKET) - REMOVE AND INSTALL, EACH
POWER STEERING RESERVOIR - MOVE FOR ACCESS

Billing Inquiries? Call (877)480-6970 or email CBSNortheast.Receivables@cummins.com

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AUTHORIZED BY (print name)

SIGNATURE

DATE



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Boston, MA 02241-9404

DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

INVOICE NO**V5-29453**

REMIT TO: P.O. Box 419404
Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
MILLIS, MA 02054-1504

OWNER

TOWN OF MILLIS FIRE
885 MAIN ST
MILLIS, MA 02054-1504
CELL FOR RICHARD - 508 726-7853

PAGE 2 OF 6

*** CHARGE ***

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
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170265	HB061		18401 / 0		Engine 2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

4EN6AAA8091005093

ENGINE BRAKE - REMOVE AND INSTALL, EACH
PISTON AND LINER - REMOVE AND INSTALL, ALL (WITH EGR)
CONNECTING ROD - INSPECT FOR REUSE, ALL
FUEL PUMP - REMOVE AND INSTALL (COMMON RAIL FUEL SYSTEM)
AIR COMPRESSOR (ALL MODELS) - REMOVE AND INSTALL WITH EGR
RADIATOR SHROUD - MOVE FOR ACCESS
CHARGE AIR COOLER - REMOVE AND INSTALL (COOLER REPAIR)
CHARGE AIR COOLER - CLEAN AND VISUALLY CHECK (INTERNAL)
STEAM CLEAN - COMPLETE ENGINE
ENGINE - PAINT
ENGINE - RUN-IN AND TEST (CHASSIS DYNAMOMETER)
FASTENER, FITTING OR STUD, BROKEN OR SEIZED - DRILL OUT AND REPAIR
HOLE THREADS, EACH
CRANKCASE BREATHER - REMOVE AND INSTALL
AFTERTREATMENT SYSTEM - REMOVE AND INSTALL
AFTERTREATMENT DIESEL PARTICULATE FILTER DIFFERENTIAL PRESSURE
SENSOR TUBE - REMOVE AND INSTALL
AFTERTREATMENT INLET SECTION - REMOVE AND INSTALL
AFTERTREATMENT OUTLET SECTION - REMOVE AND INSTALL
AFTERTREATMENT DIESEL OXIDATION CATALYST - REMOVE AND INSTALL
AFTERTREATMENT DIESEL PARTICULATE FILTER - REMOVE AND INSTALL
AFTERTREATMENT DIESEL PARTICULATE FILTER DIFFERENTIAL PRESSURE
SENSOR MOUNTING BRACKET - REMOVE AND INSTALL
AFTERTREATMENT STATIONARY REGENERATION
AFTERTREATMENT DIESEL OXIDATION CATALYST CLEANING
THANK YOU FOR YOUR BUSINESS

COVERAGE

BILLABLE

1	1	4352530RX	KIT,ICP TURBOCHARGER	DRC	4,033.80	4,033.80
1	1	4955403D	TURBO, HE431Ve	CLEAN	875.00	875.00
-1	-1	4955403D	TURBO, HE431VE	DIRTY	875.00	- 875.00

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INVOICE NO

V5-29453

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MILLIS, MA 02054-1504

OWNER

TOWN OF MILLIS FIRE
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PAGE 3 OF 6

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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
170265	HB061		18401 / 0		Engine 2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4EN6AAA8091005093					
1		1	4034122RX	KIT,VG TUR ACT SERVICE	DRC	1,013.93	1,013.93
1		1	2837201D	KIT, ACTUATOR	CLEAN	156.25	156.25
-1		-1	2837201D	KIT,TURBO ACTUATOR ISC/IS	DIRTY	156.25	- 156.25
6		6	5404408	LINER,CYLINDER	CECO	166.77	1,000.62
6		6	4955530	KIT,ENGINE PISTON	CECO	328.33	1,969.98
6		6	3950661	BEARING,CON ROD (STD)	CECO	14.79	88.74
6		6	3966244	BEARING,CON ROD (STD)	CECO	17.94	107.64
1		1	5473339	KIT,UPPER ENGINE GASKET	CECO	281.86	281.86
2		2	5286984	STUD	CECO	8.52	17.04
4		4	3818824	NUT,REGULAR HEXAGON	CECO	3.13	12.52
1		1	5301094RX	COMPRESSOR,1 CYL AIR	DRC	1,380.61	1,380.61
1		1	3944525D	COMP,AIR ISC/ISL 18.7 CFM	CLEAN	125.00	125.00
-1		-1	3944525D	CPR, AIR ISC/ISL 18.7 CFM	DIRTY	125.00	- 125.00
1		1	3940245	GASKET,HYDRAULIC PUMP	CECO	13.62	13.62
1		1	4988280	GASKET,HYDRAULIC PUMP	CECO	3.52	3.52
1		1	R.O.P.	RED OXIDE PRIMER	E3-OTHER	10.35	10.35
1		1	3885910	PAINT	CECO	16.30	16.30
1		1	LF9009	PAC, LF	FLG	53.95	53.95
7		7	VV705290	PREM BLUE GA BULK 15W40	E3-VALVOLINE	12.69	88.83
4		4	3103015	SEAL,GROMMET	CECO	3.04	12.16
2		2	3049221	SEAL,O RING	CECO	2.75	5.50

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DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

INVOICE NO

V5-29453

REMIT TO: P.O. Box 419404
Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
MILLIS, MA 02054-1504

OWNER

TOWN OF MILLIS FIRE
885 MAIN ST
MILLIS, MA 02054-1504
CELL FOR RICHARD - 508 726-7853

PAGE 4 OF 6

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OSN/MSN/VIN 4EN6AAA8091005093

1	1	3939352	GASKET,OIL SUC CONNECTION	CECO	4.06	4.06
1	1	FS1065	PAC, FS	FLG	50.01	50.01
1	1	FF5636	PAC, FF (S	FLG	27.95	27.95
1	1	185848	GASKET,AIR COMPRESSOR	CECO	3.35	3.35
1	1	CV50628-MF	ELEMENT,CV	FLG	109.76	109.76
1	1	3899283	SEAL,O RING	CECO	9.54	9.54
1	1	5272819	SEAL,RECTANGULAR RING	CECO	1.56	1.56
5	5	83488-02	SMALL DISC	E3-OTHER	1.44	7.20
1	1	3929057	GASKET,EXH OUT CONNECTION	CECO	19.45	19.45
1	1	5264570	GASKET,OIL DRAIN	CECO	3.37	3.37
2	2	3871404	O'RING	CECO	4.53	9.06
1	1	4969838	MODULE,PARTICULATE FILTER	CECO	2,048.49	2,048.49
3	3	2871452	GASKET, AFM DEVICE	CECO	40.54	121.62
3	3	2871862	CLAMP,V BAND	CECO	58.63	175.89
1	1	5347975RX	HEAD,CYLINDER	DRC	4,458.74	4,458.74
1	1	4942132D	HEAD, CYLINDER	CLEAN	375.00	375.00
-1	-1	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY	375.00	375.00
1	1	3944679	SCREW,CONNECTING ROD CAP	CECO	9.56	9.56
6	6	3867471	SEAL,O RING	CECO	1.89	11.34
6	6	4954487	SEAL,O RING	CECO	3.11	18.66
6	6	3937142	SEAL,INJECTOR	CECO	3.09	18.54

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100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

INVOICE NO

V5-29453

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Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
MILLIS, MA 02054-1504

OWNER

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PAGE 5 OF 6

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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
170265	HB061		18401 / 0		Engine 2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4EN6AAA8091005093					
1		1	5332563	GASKET,OIL PAN	CECO	51.22	51.22
7		7	773780	PREM BLUE 15W40 GAL 3/1	E3-VALVOLINE	17.04	119.28
			ORDERED ITEM	VV70509 E3-VALVOLINE			
1		1	5271480	SEAL,O RING	CECO	4.82	4.82
1		1	4995093	SEAL,O RING	CECO	18.01	18.01
1		1	3684359	GASKET,EXH OUT CONNECTION	CECO	11.67	11.67
1		1	3905216	CLAMP,V BAND	CECO	37.93	37.93
1		1	AH8503	PAC, AH	FLG	223.30	223.30
1		1	61698	MICRO CLAMP,OLD # 24108	E3-OTHER	.54	0.54
1		1	4954245	SENSOR,PRESSURE	CECO	133.30	133.30

PARTS: 17,819.19
PARTS COVERAGE CREDIT: 0.00CR
TOTAL PARTS: 17,819.19
SURCHARGE TOTAL: 0.00
LABOR: 8,430.30
LABOR COVERAGE CREDIT: 0.00CR
TOTAL LABOR: 8,430.30
MISC.: 300.00
MISC. COVERAGE CREDIT: 0.00CR
TOTAL MISC.: 300.00
ELECTRONIC TOOLING FEE 50.00
HAZ WASTE DISPOSAL 100.00
SHOP SUPPLIES 150.00
STATE 1,129.32

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DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

INVOICE NO**V5-29453**

REMIT TO: P.O. Box 419404
Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
MILLIS, MA 02054-1504

OWNER

TOWN OF MILLIS FIRE
885 MAIN ST
MILLIS, MA 02054-1504
CELL FOR RICHARD - 508 726-7853

PAGE 6 OF 6

*** CHARGE ***

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CUSTOMER NO.		SHIP VIA		FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL	
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REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.	
170265		HB061			18401 / 0		Engine 2	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION		PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4EN6AAA8091005093						

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SUB TOTAL: 26,549.49

TOTAL TAX: 1,129.32

TOTAL AMOUNT: US \$ 27,678.81

AUTHORIZED BY (print name) _____

SIGNATURE _____

DATE _____



Sales and Service

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Cummins Sales and Service
P.O. Box 419404
Boston, MA 02241-9404

DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

Quote

INVOICE NO

ESTIMATE

REMIT TO: P.O. Box 419404
Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
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PAGE 1 OF 5

*** CHARGE ***

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
170290			18401 / 0		Engine 2

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COMPLAINT

CEL 2387, 556 ALSO OIL AND FILTER CHANGE FUEL FILTERS AND WATER, AIR IF NEEDED
ACCUINT IS COD NOW WOTKING WITH CREDIT TO GET NET 30 DAY I WILL UPDATE ONCE CHANGED BUT WHOEVER PREVIEWS PLEASE DOUBLE CHECK BEFORE CLOSING.

CAUSE

1. ENGINE IS DUSTED.
FOLLOWED T/S STEPS FOR FAULT CODE 556, FOR HIGH CRANKCASE PRESSURE. ROADTEST THE TRUCK WITH MANOMETER AND FOUND CRANKCASE PRESSURE IN EXCESS OF 30" H2O. INSPECTED THE TURBOCHARGER AND FOUND DUST AND DIRT IN THE COMPRESSOR HOUSING CAUSING DAMAGE TO THE TURBOCHARGER AND HEAVY DUST IN CHARGE AIR COOLER AND PIPING.

- NEED TO REPLACE THE CYLINDER HEAD, ALL SIX PISTONS AND LINERS, THE TURBOCHARGER, AND THE AIR COMPRESSOR. ALSO NEED TO REMOVE THE CHARGE AIR COOLER FOR CLEANING AND STEAM CLEAN ALL INTAKE, EGR, AND CHARGE AIR PIPING TO REMOVE ALL DUST AND DEBRIS. NEED TO ROADTEST THE TRUCK UNDER FULL LOAD AFTER REPAIRS TO SEAT NEW PISTON RINGS AFTER REPAIRS.

QUOTE INCLUDES TO REMOVE AND STAGE ONE CLEAN THE DOC AND REPLACE THE DPF.

*** THE DPF CAN BE REUSED IF IT MEETS REUSE GUIDELINES UPON INSPECTION AND CLEANING. ***

CORRECTION

ENGINE - DIAGNOSTIC ROAD TEST
MEASURE CRANKCASE BLOWBY
TURBOCHARGER - INSPECT FOR REUSE (IN CHASSIS)
AIR INTAKE AND EXHAUST SYSTEM - INSPECTION
GRILLE - REMOVE AND INSTALL
REFRIGERANT COMPRESSOR AND BRACKET - REMOVE AND INSTALL
AIR CONDITIONER CONDENSER - MOVE FOR ACCESS
AIR CONDITIONER SYSTEM - EVACUATE AND RECHARGE
AIR CLEANER ASSEMBLY (INCLUDING BRACKET) - REMOVE AND INSTALL, EACH

Completion date : 25-Jul-2019 12:36PM. Estimate expires : 23-Aug-2019 07:11PM.

Billing Inquiries? Call (877)480-6970 or email CBSNortheast.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY: TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect, where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to provide performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise
agreed upon in writing. Remit to:
Cummins Sales and Service
P.O. Box 419404
Boston, MA 02241-9404

DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

INVOICE NO

ESTIMATE

REMIT TO: P.O. Box 419404
Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
MILLIS, MA 02054-1504

OWNER

TOWN OF MILLIS FIRE
885 MAIN ST
MILLIS, MA 02054-1504
CELL FOR RICHARD - 508 726-7853

PAGE 2 OF 5

*** CHARGE ***

DATE		CUSTOMER ORDER NO.		DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE	
25-JUL-2019				24-JUL-2019	ISL CM2150		E-ONE	
CUSTOMER NO.		SHIP VIA		FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL	
937330				24-JUL-2019	46986823		CYCLONE	
REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.	
170290					18401 / 0		Engine 2	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE		UNIT PRICE	AMOUNT

OSN/MSN/VIN

4EN6AAA8091005093

POWER STEERING RESERVOIR - MOVE FOR ACCESS
ENGINE BRAKE - REMOVE AND INSTALL, EACH
PISTON AND LINER - REMOVE AND INSTALL, ALL (WITH EGR)
CONNECTING ROD - INSPECT FOR REUSE, ALL
FUEL PUMP - REMOVE AND INSTALL (COMMON RAIL FUEL SYSTEM)
AIR COMPRESSOR (ALL MODELS) - REMOVE AND INSTALL WITH EGR
RADIATOR SHROUD - MOVE FOR ACCESS
CHARGE AIR COOLER - REMOVE AND INSTALL (COOLER REPAIR)
CHARGE AIR COOLER - CLEAN AND VISUALLY CHECK (INTERNAL)
STEAM CLEAN - COMPLETE ENGINE
ENGINE - PAINT
ENGINE - RUN-IN AND TEST (CHASSIS DYNAMOMETER)
FASTENER, FITTING OR STUD, BROKEN OR SEIZED - DRILL OUT AND REPAIR
HOLE THREADS, EACH
CRANKCASE BREATHER - REMOVE AND INSTALL
AFTERTREATMENT SYSTEM - REMOVE AND INSTALL
AFTERTREATMENT DIESEL PARTICULATE FILTER DIFFERENTIAL PRESSURE
SENSOR TUBE - REMOVE AND INSTALL
AFTERTREATMENT INLET SECTION - REMOVE AND INSTALL
AFTERTREATMENT OUTLET SECTION - REMOVE AND INSTALL
AFTERTREATMENT DIESEL OXIDATION CATALYST - REMOVE AND INSTALL
AFTERTREATMENT DIESEL PARTICULATE FILTER - REMOVE AND INSTALL
AFTERTREATMENT DIESEL PARTICULATE FILTER DIFFERENTIAL PRESSURE
SENSOR MOUNTING BRACKET - REMOVE AND INSTALL
AFTERTREATMENT STATIONARY REGENERATION
AFTERTREATMENT DIESEL OXIDATION CATALYST CLEANING
THANK YOU FOR YOUR BUSINESS

COVERAGE

BILLABLE

DIAGNOSTIC CHARGE: 325.40
1 0 4352530RX KIT,ICP TURBOCHARGER DRC 4,033.80 4,033.80

Completion date : 25-Jul-2019 12:36PM. Estimate expires : 23-Aug-2019 07:11PM.

Billing Inquiries? Call (877)480-6970 or email CBSNortheast.Receivables@cummins.com

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DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
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BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

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4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

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6. DELAYS. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

7. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. REFUNDS/CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information, (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. MISCELLANEOUS. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P.O. Box 419404
Boston, MA 02241-9404

DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

INVOICE NO

ESTIMATE

REMIT TO: P.O. Box 419404
Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
MILLIS, MA 02054-1504

OWNER

TOWN OF MILLIS FIRE
885 MAIN ST
MILLIS, MA 02054-1504
CELL FOR RICHARD - 508 726-7853

PAGE 3 OF 5

*** CHARGE ***

DATE		CUSTOMER ORDER NO.		DATE IN SERVICE		ENGINE MODEL		PUMP NO.		EQUIPMENT MAKE	
25-JUL-2019				24-JUL-2019		ISL CM2150				E-ONE	
CUSTOMER NO.		SHIP VIA		FAIL DATE		ENGINE SERIAL NO.		CPL NO.		EQUIPMENT MODEL	
937330				24-JUL-2019		46986823				CYCLONE	
REF. NO.		SALESPERSON		PARTS DISP.		MILEAGE/HOURS		PUMP CODE		UNIT NO.	
170290						18401 / 0				Engine 2	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION		PRODUCT CODE		UNIT PRICE		AMOUNT	
OSN/MSN/VIN		4EN6AAA8091005093									
1		0	4955403D	TURBO, HE431Ve		CLEAN			875.00		875.00
-1		0	4955403D	TURBO, HE431VE		DIRTY			875.00	-	875.00
1		0	4034122RX	KIT,VG TUR ACT SERVICE		DRC			1,013.93		1,013.93
1		0	2837201D	KIT, ACTUATOR		CLEAN			156.25		156.25
-1		0	2837201D	KIT,TURBO ACTUATOR ISC/IS		DIRTY			156.25	-	156.25
6		0	5404408	LINER,CYLINDER		CECO			166.77		1,000.62
6		0	4955530	KIT,ENGINE PISTON		CECO			328.33		1,969.98
6		0	3950661	BEARING,CON ROD (STD)		CECO			14.79		88.74
6		0	3966244	BEARING,CON ROD (STD)		CECO			17.94		107.64
1		0	5473339	KIT,UPPER ENGINE GASKET		CECO			281.86		281.86
2		0	5286984	STUD		CECO			8.52		17.04
4		0	3818824	NUT,REGULAR HEXAGON		CECO			3.13		12.52
1		0	5301094RX	COMPRESSOR,1 CYL AIR		DRC			1,380.61		1,380.61
1		0	3944525D	COMP,AIR ISC/ISL 18.7 CFM		CLEAN			125.00		125.00
-1		0	3944525D	CPR, AIR ISC/ISL 18.7 CFM		DIRTY			125.00	-	125.00
1		0	3940245	GASKET,HYDRAULIC PUMP		CECO			13.62		13.62
1		0	4988280	GASKET,HYDRAULIC PUMP		CECO			3.52		3.52
1		0	R.O.P.	RED OXIDE PRIMER		E3-OTHER			10.35		10.35
1		0	3885910	PAINT		CECO			16.30		16.30
1		0	LF9009	PAC, LF		FLG			53.95		53.95
7		0	VV705290	PREM BLUE GA BULK 15W40		E3-VALVOLINE			12.69		88.83

Completion date : 25-Jul-2019 12:36PM. Estimate expires : 23-Aug-2019 07:11PM.

Billing Inquiries? Call (877)480-6970 or email CBSNortheast.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"). If applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. **LIMITED WARRANTIES.**

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the Intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise
agreed upon in writing. Remit to:
Cummins Sales and Service
P.O. Box 419404
Boston, MA 02241-9404

DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

INVOICE NO

ESTIMATE

REMIT TO: P.O. Box 419404
Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
MILLIS, MA 02054-1504

OWNER

TOWN OF MILLIS FIRE
885 MAIN ST
MILLIS, MA 02054-1504
CELL FOR RICHARD - 508 726-7853

PAGE 4 OF 5

*** CHARGE ***

DATE		CUSTOMER ORDER NO.		DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE	
25-JUL-2019				24-JUL-2019	ISL CM2150		E-ONE	
CUSTOMER NO.		SHIP VIA		FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL	
937330				24-JUL-2019	46986823		CYCLONE	
REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.	
170290					18401 / 0		Engine	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT	
OSN/MSN/VIN		4EN6AAA8091005093						
4		0	3103015	SEAL,GROMMET	CECO	3.04	12.16	
2		0	3049221	SEAL,O RING	CECO	2.75	5.50	
1		0	3939352	GASKET,OIL SUC CONNECTION	CECO	4.06	4.06	
1		0	FS1065	PAC, FS	FLG	50.01	50.01	
1		0	FF5636	PAC, FF (S	FLG	27.95	27.95	
1		0	185848	GASKET,AIR COMPRESSOR	CECO	3.35	3.35	
1		0	CV50628-MF	ELEMENT,CV	FLG	109.76	109.76	
1		0	3899283	SEAL,O RING	CECO	9.54	9.54	
1		0	5272819	SEAL,RECTANGULAR RING	CECO	1.56	1.56	
5		0	83488-02	SMALL DISC	E3-OTHER	1.44	7.20	
1		0	3929057	GASKET,EXH OUT CONNECTION	CECO	19.45	19.45	
1		0	5264570	GASKET,OIL DRAIN	CECO	3.37	3.37	
2		0	3871404	O'RING	CECO	4.53	9.06	
1		0	4969838	MODULE,PARTICULATE FILTER	CECO	2,048.49	2,048.49	
3		0	2871452	GASKET, AFM DEVICE	CECO	40.54	121.62	
3		0	2871862	CLAMP,V BAND	CECO	58.63	175.89	
1		0	5347975RX	HEAD,CYLINDER	DRC	4,458.74	4,458.74	
1		0	4942132D	HEAD, CYLINDER	CLEAN	375.00	375.00	
-1		0	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY	375.00	-	375.00
1		0	AIR FILTER	AIR FILTER	E3-NONSTOCK	250.00	250.00	
1		0	MISC. PARTS	MISC. PARTS	E3-NONSTOCK	350.00	350.00	

Completion date : 25-Jul-2019 12:36PM. Estimate expires : 23-Aug-2019 07:11PM.

Billing Inquiries? Call (877)480-6970 or email CBSNortheast.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE
BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

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4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

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6. DELAYS. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

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13. REFUNDS/CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. MISCELLANEOUS. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Payment terms are 30 days from invoice date unless otherwise
agreed upon in writing. Remit to:
Cummins Sales and Service
P.O. Box 419404
Boston, MA 02241-9404

DEDHAM MA BRANCH
100 ALLIED DRIVE
DEDHAM, MA 02026-
(781)329-1750

INVOICE NO

ESTIMATE

REMIT TO: P.O. Box 419404
Boston, MA 02241-9404

BILL TO

TOWN OF MILLIS FIRE DEPT
885 MAIN ST
MILLIS, MA 02054-1504

OWNER

TOWN OF MILLIS FIRE
885 MAIN ST
MILLIS, MA 02054-1504
CELL FOR RICHARD - 508 726-7853

PAGE 5 OF 5

*** CHARGE ***

DATE		CUSTOMER ORDER NO.		DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE	
25-JUL-2019				24-JUL-2019	ISL CM2150		E-ONE	
CUSTOMER NO.		SHIP VIA		FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL	
937330				24-JUL-2019	46986823		CYCLONE	
REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.	
170290					18401 / 0		Engine 2	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE		UNIT PRICE	AMOUNT

OSN/MSN/VIN 4EN6AAA8091005093

PARTS:	17,761.02
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	17,761.02
SURCHARGE TOTAL:	0.00
LABOR:	8,231.40
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	8,231.40
MISC.:	250.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	250.00
HAZ WASTE DISPOSAL	100.00
SHOP SUPPLIES	150.00
STATE	1,125.69

Completion date : 25-Jul-2019 12:36PM. Estimate expires : 23-Aug-2019 07:11PM.

Billing Inquiries? Call (877)480-6970 or email CBSNortheast.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE
BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 26,567.82

TOTAL TAX: 1,125.69

TOTAL AMOUNT: US \$ 27,693.51

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services. 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

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