



REV.

REV DATE **06/05/2025** 

Electric Sales Associates, 954-385-8885	ACS-5129	04/03/2025	07/31/2025
SALES REPRESENTATIVE	CUSTOMER REQUEST NO.	REQUEST DATE	EXPIRATION DATE

PRICE TERMS F.O.B. FREIGHT PAYMENT PAYMENT TERMS

Firm Price FOB Factory Prepay & Allow Net 30 Days

CUSTOMER (000397-a01) SHIP TO (000397-a01)

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
001	12,863.000 Ft	ACS-5129	Incl.	
		Circuit(s): 1 15kV 2 15kV Utility Ref	Nbr: TBD Project Nb	r: 18469
002	141 Ea	3SB-01	342.6857 Ea	48,318.68
		CUSTOMER P.O. LINE NBR: 2		
		Hendrix 3 Sheave Pulling Block - Light and Mid Span MPS# 1098 Rev 4	weight, Jacket Frie	ndly Pole
		REQUESTED DELIVERIES           DELIVER BY 04/03/2025         NOT BEFORE QUANTITY           04/03/2025         141		
003	1 Ea	AE-Project-Included	Incl.	
		CUSTOMER P.O. LINE NBR: 3		
		Hendrix Cable System Included Project		
		1. Site Review: Pre Design Walk Down, Captures.	Site Review, Data and	d Image
		2. Design Engineering: Sag & Tension.	Sag and Tension Char	t. Pole
		Loading Calculations Representative Po Drawings, Each Pole Type. Circuit BOM		
		Part List.	a rote Report. Guston	mer suppried
		3. Supply Planning: Project Material P Labeling & Audit of Hendrix Material.	lanning, Cutting, Kit	tting,
		4. Installation Support: Installation Installation Assistance.	Planning Check List.	Onsite
		5. Final Inspection: Project Installat Report, As Built and Exception Images.	I - T	ection
		Customer may choose any or all of the charge.	above included servi	ces at no
		Customer may elect to substitute revie Party Engineering design for #2.	w of their own design	n or 3rd
		Travel Expense at no charge for up to	3 trips.	





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CUSTOMER (000397-a01) SHIP TO (000397-a01)

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
004	10 Ea	BA3-15	279.7000 Ea	2,797.00
		CUSTOMER P.O. LINE NBR: 4		
		BRACKET - Angle 0-90 Degree Line Angle	Marinum Sustan Val	tago 15kW "C"
		A-36 Carbon Steel HDG ASTM A-123 Finis		cage ISKV C
		MPS# 911 Rev 6		
		QUANTITY / PRICE BREAKS	DICC (%)	
		FROM QTY THRU QTY UNIT PRICE 279.7000	<del>`</del>	
005	37 Ea	BAS-14F	18.9000 Ea	699.30
		CUSTOMER P.O. LINE NBR: 5		
		BRACKET - Anti-Sway 0-6° Degree Line A 15kV High Density Polyethylene Front M		tem Voltage
		MPS# 1035 Rev 1 700/Pallet		
		QUANTITY / PRICE BREAKS		
		FROM QTY THRU QTY UNIT PRICE 0 99,999,999 18.9000		
006	55 Ea	BM-14	77.5500 Ea	4,265.25
				,
		CUSTOMER P.O. LINE NBR: 6		
		BRACKET - Tangent Messenger w/MC-2 Mes Angle 14 Maximum System Voltage 15kV V		_
		Iron ASTM A536 65-45-12 HDG ASTM A-123		DU LIDS. Duet
		MPS# 1070 Rev 1		
		QUANTITY / PRICE BREAKS	7777	
		FROM QTY THRU QTY UNIT PRICE 77.5500	<del>`</del>	
007	<b>32</b> Ea	CG-0115	31.4600 Ea	1,006.72
		CUSTOMER P.O. LINE NBR: 7		
		Dead End Conductor Grip, Neoprene Coat 0.690. Color Code Green. 34" Long.	ed. Cable Diameter	Range 0.649 -
		The state of the s		





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Firm Price FOB Factory Prepay & Allow Net 30 Days

CUSTOMER (000397-a01) SHIP TO (000397-a01)

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
008	<b>3</b> Ea	FROM QTY  O  QUANTITY / PRICE BREAKS  THRU QTY  99,999,999  31.4600  CG-0115		94.38
		CUSTOMER P.O. LINE NBR: 8		
		Dead End Conductor Grip, Neoprene Coat 0.690. Color Code Green. 34" Long.	ed. Cable Diameter	Range 0.649 -
		QUANTITY / PRICE BREAKS           FROM QTY         THRU QTY         UNIT PRICE           0         99,999,999         31.4600		
009	65 Ea	DEINS15	47.8700 Ea	3,111.55
		CUSTOMER P.O. LINE NBR: 9		
		Insulator - Dead End 14 Heigh 3-1/2 Wi 25 Lbs MPS#N/A	de Rated Load 10,00	0 Lbs 15kV 2.
		QUANTITY / PRICE BREAKS           FROM QTY         THRU QTY         UNIT PRICE           0         99,999,999         47.8700	DISC (%) 0.000	
010	12 Ea	HDTC	25.5200 Ea	306.24
		CUSTOMER P.O. LINE NBR: 10		
		Clevis - Heavy Duty Thimble Galvanized Rated Load 40,000 Lbs 2.75 Lbs MPS#N/A	Steel 5-1/2 Heigh	3-1/4 Wide
		QUANTITY / PRICE BREAKS           FROM QTY         THRU QTY         UNIT PRICE           0         99,999,999         25.5200		
011	<b>60</b> Ea	HPI-15VTP	<b>22.2500</b> Ea	1,335.00
		CUSTOMER P.O. LINE NBR: 11		
		Hendrix Vise Top Insulator, 15kV, 11.5	Leakage Distance,	1" Pin Hole









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PRICE TERMS	F.O.B.	FREIGHT PAYMENT	PAYMENT TE	RMS
Firm Price	FOB Factory	Prepay & Allow	Net 30 Day	/S

**CUSTOMER** (000397-a01)

(000397-a01) SHIP TO

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
		Diameter, 6" Minimum Pin Length, 5 1/2 Lbs Each, C Neck Type, Color Gray. Pla Orgn: USA, Tariff Class 8546.90.0000  Standard Box Quantity = 20 pieces Pallet Quantity = 600 pieces		-
		QUANTITY / PRICE BREAKS           FROM QTY         THRU QTY         UNIT PRICE           20         599         22.2500           600         99,999,999         21.1400	0.000	
012	9 Ea	KM15-10	<b>221.8900</b> Ea	1,997.01
		CUSTOMER P.O. LINE NBR: 12		
		Cold Shrink Splice Cover Kit, Conducto Cover Range .0150 - 0.165, Cable Diame MPS# Not Applicable	_	_ ·
		QUANTITY / PRICE BREAKS           FROM QTY         THRU QTY         UNIT PRICE           0         99,999,999         221.8900	<del></del>	
013	66 Ea	LINEDUC-BL	55.3600 Ea	3,653.76
		Line-Duc, 8' Sections, Black, 2.77 Lbs  Standard Package = 30 pieces  QUANTITY / PRICE BREAKS  FROM QTY THRU QTY UNIT PRICE 30 99,999,999 55.3600	DISC (%)	
014	30 Ea	REQUESTED DELIVERIES DELIVER BY NOT BEFORE QUANTITY 04/03/2025 66  LSP-1  CUSTOMER P.O. LINE NBR: 14		742.50
		Insulator Pin Galvanized Steel HDG AST	M A-123 Finish 14 H	eigh 3 Wide 1







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CUSTOMER (000397-a01) SHIP TO (000397-a01)

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
015	12 Ea	" Nylon Thread 2.75 Lbs MPS#N/A  QUANTITY / PRICE BREAKS FROM QTY THRU QTY UNIT PRICE 0 99,999,999 24.7500  MG-4128	0.000 48.8700 Ea	586.44
		Dead End Grip For 052AWA or 7#6AW Mess  QUANTITY / PRICE BREAKS  FROM QTY THRU QTY UNIT PRICE 0 99,999,999 48.8700	DISC (%)	ue 39" Long
016	1 Ea	REQUESTED DELIVERIES DELIVER BY NOT BEFORE QUANTITY 04/03/2025 12  MG-4128  CUSTOMER P.O. LINE NBR: 16  Dead End Grip For 052AWA or 7#6AW Mess	48.8700 Ea	48.87 ue 39" Long
017	1 Ea	QUANTITY / PRICE BREAKS  FROM QTY THRU QTY UNIT PRICE 0 99,999,999 48.8700  MSG-Pull-Grip-Asy	DISC (%)	616.97
		CUSTOMER P.O. LINE NBR: 17  Bull Rope to Messenger Pulling Grip fo (Bull Rope Size 5/8")  Weight 1.21 lb.  MPS# Not Applicable  QUANTITY / PRICE BREAKS  FROM QTY THRU QTY UNIT PRICE	DISC (%)	
018	13,300 Ft	0 99,999,999 616.9698 MSG052AWA007-01	0.000 <b>1.6127</b> Ft	21,448.91





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ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
		CUSTOMER P.O. LINE NBR: 18		
		   Bare Messenger Wire 052AWA, Alumoweld-	Aluminum (AWA) 0.48	6 Diameter (I
		n), 5 x 0.1620 X 2 X 0.1620, 17,120 Lb	s Breaking Strength	, 1/0 AL
		Equivalent Conductivity, LHL, 346.0 Lb		, 1/0 AWG 0.0
		00 Use Grip MG-4128. Splice Kit MS-412	8 .MPS# 120 REV 15	
		QUANTITY / PRICE BREAKS		
		FROM QTY THRU QTY UNIT PRICE		
		0 99,999,999 1.6127	0.000	
019	10 Ea	PAS-1	95.7973 Ea	957.97
		CHOMOMED D. O. LINE NDD. 10		
		CUSTOMER P.O. LINE NBR: 19		
		Angle Stringing Block.		
		MPS# 968 Rev 2		
		QUANTITY / PRICE BREAKS		
		FROM QTY THRU QTY UNIT PRICE 0 99,999,999 95.7973	<u>`</u>	
		0 99,999,999 95.7973		
020	2 Ea	PGA-038-074-01	257.9588 Ea	515.92
020	2 50	FGA-030-074-01	237.9300 Ea	313.92
		CUSTOMER P.O. LINE NBR: 20		
		Pulling Grip Assy with Swivel Eye Clev	is A-36 Carbon Stee	l Galvanized
		Cable Diameter Range 0.380-0.740. Rate		
		QUANTITY / PRICE BREAKS		-
		FROM QTY THRU QTY UNIT PRICE	DISC (%)	
		0 99,999,999 257.9588	<u>``</u>	
		0 99,999,999 257.9588	0.000	
021	10 Ea	PSAC-01	173.3400 Ea	1,733.40
		CUSTOMER P.O. LINE NBR: 21		
		Clamp - Angle Messenger Steel Hot-Dipp		n 7-1/4 Heigh
		4-1/2 Wide Rated Load 20,000 Lbs Perma	nent Stringing	
		Use With Msg-Pull-Grip-Asy 8.25 Lbs MPS# N/A		
		MEST N/A		
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CUSTOMER (000397-a01) SHIP TO (000397-a01)

FROM QT  1 Ea QRS-02  CUSTOMER  Quick Rel	0 99,999,999 0 99,999,999 P.O. LINE NBR: 22 Lease Sled. Applicable	UNIT PRICE 173.3400 173.3400	DISC (%) 0.000 0.000 3,148.9327 Ea	3,148.93
1 Ea QRS-02  CUSTOMER  Quick Rel MPS# Not	THRU QTY 0 99,999,999 0 99,999,999  P.O. LINE NBR: 22  Lease Sled. Applicable  QUANTITY / PRI TY THRU QTY	UNIT PRICE 173.3400 173.3400	0.000	3,148.93
CUSTOMER Quick Rel MPS# Not	Lease Sled. Applicable  QUANTITY / PRI TY THRU QTY	ICE BREAKS	3,148.9327 Ea	3,148.93
	0 99,999,999		DISC (%)	
	0 99,999,999 P.O. LINE NBR: 23	3,148.9327 3,148.9327	0.000 0.000 <b>31.8600</b> Ea	14,687.46
Density F Messenger Quanity = MPS# 1129 DWG# PI11	Polyethylene 10-1/2 T Diameter 13.5 Short   = 14 Pieces D MPS REV# 0 L49-01 DWG REV# 0 BEL **  QUANTITY / PRI TY THRU QTY	2" Minimum Le ort Circuit F	eakage Distance 0.7 Rating 2.40 Lbs/Ea	50 Maximum
CUSTOMER Hendrix S Polyethyl	0 99,999,999  P.O. LINE NBR: 24  Spacer Max System Value 30 1/2" Minimum	31.8600 Voltage 35kV	0.000 <b>30.8500</b> Ea 1C Vertical Shape	_
3	Hendrix S Density I Messenger Quanity = MPS# 1129 DWG# PI11  ** NO LAN  FROM QT  CUSTOMER  Hendrix S Polyethyl Diameter	Hendrix Spacer Max System Density Polyethylene 10-1/ Messenger Diameter 13.5 Sh Quanity = 14 Pieces MPS# 1129 MPS REV# 0 DWG# PI1149-01 DWG REV# 0  ** NO LABEL **	Density Polyethylene 10-1/2" Minimum Le Messenger Diameter 13.5 Short Circuit Quanity = 14 Pieces MPS# 1129 MPS REV# 0 DWG# PI1149-01 DWG REV# 0  ** NO LABEL **  QUANTITY / PRICE BREAKS FROM QTY THRU QTY UNIT PRICE 0 99,999,999 31.8600 0 99,999,999 31.8600 RTL-20VXL  CUSTOMER P.O. LINE NBR: 24  Hendrix Spacer Max System Voltage 35kV Polyethylene 30 1/2" Minimum Leakage Di	Hendrix Spacer Max System Voltage 15kV Density Polyethylene 10-1/2" Minimum Leakage Distance 0.7 Messenger Diameter 13.5 Short Circuit Quanity = 14 Pieces MPS# 1129 MPS REV# 0 DWG# PI1149-01 DWG REV# 0  ** NO LABEL **





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CUSTOMER (000397-a01) SHIP TO

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
		DWG# PI1452-01 DWG REV# 0		
		QUANTITY / PRICE BREAKS		
		FROM QTY THRU QTY UNIT PRICE	DISC (%)	
		0 99,999,999 30.8500	<del>`</del>	
		0 99,999,999 30.8500		
025	25 000 54	G0010D31ED3_00	1.9694 Ft	E0 040 E0
025	<b>25,800</b> Ft	S0010PA15B3-00	1.9694 FC	50,810.52
		CHORONED D. O. LINE NDD. OF		
		CUSTOMER P.O. LINE NBR: 25		
		Spacer Cable ICEA S-121-733-2016HAC15-	TPB 1/0 AWG Aluminu	m 15kV 7X
		Compact Round Right Hand Lay H19 Temp	er 75° Degree Temp	Rating 3
		Layer .015 Semiconducting Thermoplasti	c Conductor Shiel C	onductor
		Shield 0.075 HMWPE Insulation BLACK 0.	075 CH56 Jacket Cut	Per Sales
		Order 0.666 Finished Cable OD Single C	onductor	
		Country of Origin: USA Harmonized Code	: 8544.60.6000	
		QUANTITY / PRICE BREAKS		
		FROM QTY THRU QTY UNIT PRICE	DISC (%)	
		$\frac{1000 \text{ GHz}}{3,000} = \frac{1000 \text{ GHz}}{5,279} = \frac{00011 \text{ FRICE}}{2.0730}$		
		3,000 5,279 2.0730		
		5,280 10,559 2.0108		
		5,280 10,559 2.0108	0.000	
		10,560 26,399 1.9694	0.000	
		10,560 26,399 1.9694	0.000	
		26,400 99,999,999 1.8657		
		26,400 99,999,999 1.8657	0.000	
026	12 Ea	sc	18.0600 Ea	216.72
			1010000	
		CUSTOMER P.O. LINE NBR: 26		
		Clevis - Shackle Galvanized Steel HDG	ASTM A-123 20,000 L	b Rated Load
		0.92 Lbs		
		QUANTITY / PRICE BREAKS		
			DISC (%)	
		0 99,999,999 18.0600	<u>`</u>	
		FROM QTY THRU QTY UNIT PRICE 0 99,999,999 18.0600 0 99,999,999 18.0600	0.000	
027	1 Ea	SG-1	85.0583 Ea	85.06
021	l Fg	3G-T	00.U303 £a	05.06
		CHOTOMED DO IINE NDD. 27		
		CUSTOMER P.O. LINE NBR: 27		
L	<u> </u>			





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CUSTOMER (000397-a01) SHIP TO (000397-a01)

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
028	30 Ea	Spacer Cable Conductor Sagging Guage .           MPS# 1044 Rev 1           QUANTITY / PRICE BREAKS           FROM QTY         THRU QTY         UNIT PRICE           0 99,999,999         85.0583           0 99,999,999         85.0583           SSP-2           CUSTOMER P.O. LINE NBR: 28	0.000	789.60
		Insulator Pin Galvanized Steel HDG AST Wide 3/4" Short Shank w/1" Nylon Threa MPS# 1125 REV 0		
029	1 Ea	QUANTITY / PRICE BREAKS FROM QTY THRU QTY UNIT PRICE 0 99,999,999 26.3200 0 99,999,999 26.3200 ST-2900  CUSTOMER P.O. LINE NBR: 29	0.000	880.38
030	32 Ea	Speed Systems 2900 Adjustable Strippin           Diameters 0.400" to 1.75"           QUANTITY / PRICE BREAKS           FROM QTY         THRU QTY         UNIT PRICE           0 99,999,999         880.3755           0 99,999,999         880.3755           TC	DISC (%)	5kV Cable 691.20
		CUSTOMER P.O. LINE NBR: 30  Thimble Clevis, Galvanized Galvanized Rated Load 2,500 Lbs 1.14 Lbs  QUANTITY / PRICE BREAKS FROM QTY THRU QTY UNIT PRICE 0 99,999,999 21.6000 0 99,999,999 21.6000	DISC (%) 0.000	3 Finish





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CUSTOMER (000397-a01)

SHIP TO (000397-a01)

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
031	55 Ea	TS-1	15.7900 Ea	868.45
		CUSTOMER P.O. LINE NBR: 31		
		Stirrup - Tangent Bracket Ductile Iron 23 Finish 3,100 Lb Rated Load 1.55 Lbs		HDG ASTM A-1
		<u>QUANTITY / PRICE BREAKS</u> FROM QTY THRU QTY UNIT PRICE	DISC (%)	
		0 99,999,999 15.7900 0 99,999,999	0.000	
032	35 Ea	WG100-01	40.2875 Ea	1,410.06
		CUSTOMER P.O. LINE NBR: 32		
		Guard - Transformer Bushing Cover Reli to 35kV .5 Lbs	atanium 5.7" Heigh	4.4" Wide Up
		QUANTITY / PRICE BREAKS FROM QTY THRU QTY UNIT PRICE	DISC (%)	
		0 99,999,999 40.2875 0 99,999,999 40.2875	0.000	
			TOTAL	168,533.80
_	Cambray			
	l Account Manag			
	ray@hendrix-wc. 603) 249-1243	com		
	603) 673-1497			
TERMS &	CONDITIONS OF SALE			
		tions of Sale and all documents referenced herein (collectively, the "Te tes ("Services" and together with Goods, the "Deliverables") by Marmo		

<sup>1.</sup> ENTIRETY. These terms and Conditions of Sale and all documents referenced herein (collectively, the "Terms") are the only terms and conditions which govern the sale of goods ("Goods") and/or services ("Services" and together with Goods, the "Deliverables") by Marmon Utility LLC ("Seller") to the buyer ("Buyer") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary these Terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms. The earlier of Seller's commencement of performance or Buyer's receipt of any of the Deliverables shall constitute acceptance of these Terms.

<sup>2.</sup> PRICES. Prices quoted, including delivery terms, are in U.S. Dollars and based on the price at the time of quotation and are subject to change without notice. Clerical errors are subject to correction without liability. The minimum invoice charge (Invoice MOQ) is \$500 except for Hendrix Aerial Cable Systems, which has an



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CUSTOMER (000397-a01)

SHIP TO (000397-a01)

City of Ocala Florida Utility Services Warehouse 2100 E NE 30th Ave Ocala, FL 34470

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
Invoice M	DQ of \$1.000.			

- 3. TAXES Prices do not include any sales, use, excise, privilege, ad valorem, or other taxes, duties, tariffs or assessments now or hereafter imposed or levied ("Taxes") by or under the authority of any foreign, federal, state, provincial, or local law, rule, or regulation (collectively, "Law") concerning the Deliverables or the manufacture or sale thereof. If Seller pays any such Taxes, Buyer shall, upon demand, immediately reimburs.
- 4. TERMS OF PAYMENT. All payments are due within 30 days from date of invoice. Orders are subject to acceptance in writing by Seller. All payments shall be made without a patternent, deduction, discount or setoff. Late payments are subject to a service charge of the lesser of 1.5% per month or the highest rate permitted under applicable Law. Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. As collateral security for the payment of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all right, title and interest of Buyer in the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and ir all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds). This security interest constitutes a purchase money security interest under the UCC. Upon demand, Buyer shall pay all costs and expenses with respect to the administration and enforcement of the foregoing security interest. If, in Seller's judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.
- 5. DELIVERY. Delivery shall be made FOB shipping point at Seller's facility and title and risk of loss passes to Buyer at such time. Delivery/performance dates are estimates only. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays, or loss or damage in transit Claims for loss or damage shall be made solely against the carrier. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. Shipments invoiced in at or below the minimum quantity (Shipping MOQ) are sold FOB shipping point, freight prepaid and allowed, where with in the continental United States. Shipments less than the Shipping MOQ are sold FOB shipping point, with shipping and handling charges added to the invoice. Shipping MOQs are below.

Product Lines Shipping MOQ
Hendrix Aerial Cable Products \$1,000
Hendrix Molded Products \$4,000
Hendrix Aerial Cable 3,000 feet
High Voltage Kerite Power Cable \$3,000 feet
Medium Voltage Kerite & Hendrix Power Cable 5,000 feet

- 6. INSPECTION. Buyer shall inspect the Goods upon receipt and Services upon performance, and Buyer shall immediately notify Seller in writing of any claims that the Deliverables are different than identified in Buyer's purchase order whereupon Seller shall determine the remedy pursuant to Section 12. Failure to give such written notice upon receipt will constitute irrevocable acceptance by Buyer of all Deliverables.
- 7. CHANGES OR CANCELLATION. Changes in specifications or designs to any Deliverables, changes in delivery or performance schedules or cancellations of orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer. Once ordered, deliverables that are made to order, discontinued or custom products ("Special Order Goods") may not be cancelled by Buyer. Seller reserves the right to cancel any purchase orders or releases thereunder, or terminate any agreement relating to purchase of Seller's Deliverables, upon 10 days' notice to Buyer. A minimum charge of 20% of the sales price will be paid by Buyer for cancellation of goods scheduled for fabrication 90 days or more subsequent to the date Seller receives notice of cancellation. A minimum charge of 50% of the sales price will be paid by Buyer for cancellation of goods scheduled for fabrication 90 days subsequent to the date Seller receives notice of cancellation.
- 8. RETURNS. Goods may not be retuined without prior written authorization of Seller and compliance with Seller's return policies and procedures then in effect.
- 9. STORAGE. In the absence of agreed shipping dates, Seller may invoice Buyer and ship the Deliverables once they are ready for shipment. If, because of Buyer's inability to take delivery on a mutually agreed delivery date, the Deliverables are not shipped, stopped in transit or returned, Seller may store them for Buyer at Buyer's expense and title and risk of loss shall pass to Buyer when the Deliverables are placed in storage and such date shall constitute the date of shipment for purposes of beginning the warranty and payment periods.
- 10. SERVICE TERMS. (a) Services will be provided at Seller's then current service rates; (b) If the site is not prepared for the Services upon Seller's arrival, Seller may charge a service fee and for any delay and/or travel time; (c) Buyer shall provide Seller with advance notice of any rules, requirements and Laws; (d) Seller may refuse, without any liability, to provide Services and to allow Seller service personnel to suspend Services or vacate any site where, in Seller's opinion, provision of Services would pose a risk to the safety of any person. In such event, Buyer is responsible for payment of any delay and/or travel time at Seller's regular service rates; (e) Buyer is solely liable for all planages or injuries caused or contributed to by Buyer that may occur; and (f) Buyer must provide at least 72 hours' notice of



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**REV DATE** 

06/05/2025

SALES REPRESENTATIVE CUSTOMER REQUEST NO. REQUEST DATE **EXPIRATION DATE** ACS-5129 04/03/2025 07/31/2025 Electric Sales Associates, 954-385-8885

FREIGHT PAYMENT

Date Printed: 06/05/2025

PRICE TERMS Firm Price

**FOB Factory** 

F.O.B.

**Prepay & Allow** 

PAYMENT TERMS Net 30 Days

CUSTOMER (000397-a01) SHIP TO (000397-a01)

City of Ocala Florida **Utility Services Warehouse** 2100 E NE 30th Ave Ocala, FL 34470

	ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
I	cancellati	on of any Service order. If B	uyer cancels with less than 72 hours' notice, Buyer is responsible for a	ny costs incurred by Seller caused	by such cancellation

- 11. INSURANCE. Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2 million per occurrence, \$2 million products-completed operations aggregate and \$2 million general aggregate with insurance carriers having an AM Best rating of "A- VIII" or better. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's irsurer evidencing the insurance specified in these Terms. Buyer shall provide Seller with \$0 days' advance written notice in the event of a cancellation or material reduction of coverage in Buyer's insurance policy. Except where prohibited by law, Buyer shall waive, and shall require its insurer to waive, all rights of subrogation against Seller's insurers and Seller.
- 12. LIMITED WARRANTIES. Unless otherwise provided by Seller in its written warranty or in the table below, Seller warrants that (i) Goods designed and manufactured by Seller will be free from defects in material and workmanship for a period of twelve (12) months after shipment; and (ii) Services will be performed in a timely and competent manner in accordance with industry standards. THESE ARE SELLER'S ONLY WARRANTIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABLITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If during the warranty per od, Buyer notifies Seller in writing that the Deliverables are not in conformity with the warranty and Seller agrees, after Seller's PURPOSE. If during the warranty period, Buyer nothies Seller in writing that the Deliverables are not in conformity with the warranty and Seller agrees, after Seller inspection (at its option), then: (a) for Goods, Seller will repair, replace or refund the total amount received by Seller therefor, at its sole option, provided Buyer returns such Goods to Seller's plant for inspection; and (b) for Services, Buyer's sole remedy is for Seller, at its sole option, to re-perform the Services or credit Buyer's account therefor. These shall be Buyer's exclusive remedies for Seller's liability. Any claims not made during the warranty period are deemed waived. Seller's warranty does not attach to Deliverables or parts not manufactured by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer, and (b) there are no flow-downs from any person or entity including the federal government that become part of the dontract. Upon the occurrence of any event described in Section 14(e)(i) (vi) without the prior written consent of Seller, this warranty shall be void. If Goods fail electrically while in service, Buyer shall notify Seller with (5) days of the discovery of such failure, and shall permit a representative of the Seller a reasonable opportunity to inspect the Goods. If it is mutually determined by Seller and Buyer that the failure is the result of defective material of workmanship, Seller's sole responsibility under this Warranty shall be, at Seller's sole discretion, to either repair or replace the defective Goods. If Seller chooses to replace the defective Goods, the new Goods will be delivered free of charge to the delivery point steed in the original purchase order.

PRODUCT LINE / Warranty

HENDRIX AERIAL COMPLETE SYSTEMS: Warranted to be free from defects in material and workmanship for a period of five (5) years after shipment, provided that: i. All system components are Hendrix provided materials; ii. Seller provided a design or Seller approved a design provided by Buyer or third party; and iii. Seller has field inspected the installed system design and has confirmed that it meets Seller's standards.

HENDRIX MOLDED PRODUCTS: Warranted for the life of the installation.

KERITE POWER CABLE (MEDIUM AND HIGH VOLTAGE): Warranted for the life of the installation.

- 13. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, RECARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY SELLER FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CL AIMED
- 14. INDENNIFICATION. Buyer shall defend, indemnify and hold Seller, its affiliates and their respective office s, directors, members, managers, representatives, agents and employees harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including agents and employees narmiess from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure, operation, material or method of making Deliverables ("Buyer's Specifications"), including without limitation, any resulting violation of intellectual property or proprietary rights; (b) Buyer's use, misuse or disposal of Deliverables or materials; (c) Buyer's non-compliance with any Law; (d) breach of these Terms by Buyer; and (e) Deliverables subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications above the rated capacity of the Deliverables; (v) repairs or modifications made to all or part of the Deliverables without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller's instructions.
- 15. PATENTS. Provided Buyer has made all payments due Seller, Seller shall defend any suit brought agains Buyer based upon a claim that the Deliverables infringe any United States patent issued as of the date of Seller's quotation and shall pay any damages and costs finally awarded therein against Buyer, provided that Seller is notified promptly in writing of such suit and is given full authority, information and assistance by Buyer to defend or settle the suit. Notwithstanding anything to



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REV.

**REV DATE** 

06/05/2025

Date Printed: 06/05/2025

SALES REPRESENTATIVE CUSTOMER REQUEST NO. REQUEST DATE EXPIRATION DATE

Electric Sales Associates, 954-385-8885 ACS-5129 04/03/2025 07/31/2025

PRICE TERMS F.O.B. FREIGHT PAYMENT PAYME

PAYMENT TERMS

(000397-a01)

TIVIENT TERIVIS

Firm Price FOB Factory

(000397-a01)

Prepay & Allow Net 30 Days

SHIP TO

City of Ocala Florida Utility Services Warehouse 2100 E NE 30th Ave Ocala, FL 34470

**CUSTOMER** 

ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
causes the enhancent parties of at its expense.	e infringement; (ii) use of an ents to the Deliverables tha the Deliverables; or (vi) use nse and sole option either:	ty to the extent that the suit is based upon: (i) modifications to any item y item in combination with the Deliverables that causes the infringeme t are made available by Seller; (iv) Buyer's Specifications; (v) Buyer's on not authorized under these Terms. If the Deliverables or any part there (a) procure for Buyer the right to continue using said Deliverables or p e non-infringing; or (d) remove them and refund the purchase price for	nt; (iii) the failure of the Buyer to us istribution, marketing or use for th of are deemed to infringe any such art; (b) replace them with non-infrir	e corrections or e benefit of third patent, Seller shall, ging Deliverables or
		have any interest in any tools, jigs, dies, patterns, etc. (collectively, "To emain the property of Seller.	oling") which is made or obtained	or the production of
		or proprietary information of Seller, including all IP, quotations and pr disclosed, used or copied unless authorized by Seller in writing.	cing information, is confidential, so	lely for the use in
application and will read , shall be	ns therefor, and other infor main the property of Seller promptly returned to Seller	rawings, know-how, designs, specifications, inventions, devices, devel nation or intellectual property disclosed or otherwise provided to Buye Buyer shall have no claim to, nor ownership interest in, any IP and suc upon written request from Seller. Buyer acknowledges that no license of ed right to use the Deliverables purchased from Seller.	by Seller and all rights therein (co n information, in whatever form an	llectively, "IP") are d any copies thereof
destination to any per	n for use by the ultimate co son other than the authoriz	s provided by Seller are controlled by the United States Government an nsignee or end-user(s) herein identified. They may not be resold, transf ed ultimate consignee or end-user(s), either in their original form or aft ates Government or as otherwise authorized by U.S. Law and regulatio	erred, or otherwise disposed of, to er being incorporated into other ite	any other country or
quote was	issued. Seller may, in its s on theGoods. Seller shall o at there is at least 30 days b	sive of any tariffs, duties, taxes, and fees imposed on imported mercha ple discretion, increase the price to Buyer of the Goods by the amount ndeavor to provide Buyer with 30 days' advanced written notice prior to etween the implementation of the increase in tariffs, duties, taxes, or fe	of any increase in the tariffs, duties implementing any tariff-related pri	taxes, or fees ce increase, to the
		that it shall not engage in or be a party to, or assist other persons in an e of determining or evaluating confidential information.	form of deformulation, reverse en	gineering or
"Force Malabor disp material in necessary among its then exist	jeure"), including acts of G utes (whether of Seller's er icreases in costs resulting to enable Seller to perform elf and its purchasers in su ing at the time the purchase	t be liable for any delay in or failure to perform due to any event or cont od, epidemics, pandemics, governmental orders or work stoppages, ac ployees or the employees of others), raw material shortages and mate from the imposition of tariffs. In the event of Force Majeure, the time for . Seller may, during any period of shortage due to any of the above circ ch manner as Seller, in its sole judgement, deems fair and equitable. For sorder is accepted, including, without limitation, COVID-19, port congest te a waiver of Seller's right to assert such Force Majeure event as grou	s of war whether declared or unde ial increases in costs of raw mater performance will extend for such umstances, allocate its available surthermore, to the extent that any F- tion, and/or supply-chain disruption	clared, blockades, als, including those ime as reasonably ipply of Deliverables orce Majeure event is
Buyer bre reorganiz its assets assurance	aches or defaults under the ation is filed by or against E or (v) Seller shall have any within 10 days after writte	ne right to cease work or terminate these Terms or any purchase order, se Terms or any other agreement it has with Seller; (ii) a petition under uyer; (iii) Buyer executes an assignment for benefit or creditors; (iv) a reasonable ground for insecurity with respect to Buyer's ability to perform request therefor by Seller. In all cases, Seller's rights are cumulative, ty. No termination shall affect any accrued rights or obligations of either	any applicable law relating to bank eceiver is appointed for Buyer or a brm and Buyer is unable to provide are not exclusive and in addition to	uptcy, insolvency, or ny substantial part of Seller with adequate all other rights and
right to re	quire performance of that o	II be in writing. Failure of Seller at any time to require Buyer's performa bligation. No delay or omission in the exercise of any right, power, or re er of any default or acquiescence therein.		

25. GOVERNING LAW. Any dispute arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of Illinois without regard to any rules on conflicts of laws and exclusively litigated in either (i) a state or federal court located in Cook County, Illinois, or (i) a state or federal



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REV.

(000397-a01)

**REV DATE** 

06/05/2025

Date Printed: 06/05/2025

SALES REPRESENTATIVE CUSTOMER REQUEST NO. REQUEST DATE EXPIRATION DATE

Electric Sales Associates, 954-385-8885 ACS-5129 04/03/2025 07/31/2025

PRICE TERMS F.O.B. FREIGHT PAYMENT PAYMENT TERMS

Firm Price FOB Factory Prepay & Allow Net 30 Days

CUSTOMER (000397-a01) SHIP TO

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ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION	UNIT PRICE	EXTENSION (\$)
court loca	ted in the state of Seller's p	rincipal place of business, at Seller's sole discretion.		
26. SEVEI Terms. Ar	RABILITY. The unenforceab y unenforceable or invalid	lity or invalidity of any clause in these Terms shall not have an impact lause shall be regarded as removed from these Terms to the extent of	n the enforceability or validity any its unenforceability and invalidity.	other clause in these
shall com	ply with all applicable laws.	t assign any of its rights or obligations under these Terms or any purch There are no third-party beneficiaries. Provisions which by their nature of Deliverables. The section headings are included solely for the conver	should survive will remain in force	
terminauc	ii or expiration of any sale	Deliverables. The section headings are included solely for the conver	ience of the parties.	