



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P.O. Box 842316
Dallas, TX 75284-2316

MOBILE AL BRANCH
1924 EAST I-65 SERVICE RD
MOBILE, AL 36617-1598
(251)456-2236

INVOICE NO
ESTIMATE
REMIT TO: P.O. Box 842316 Dallas, TX 75284-2316

BILL TO

ESCAMBIA COUNTY FIRE RESC
6565 NORTH W STREET
PENSACOLA, FL 32505-

JOHN PEARSON - 850 393-0256

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
27-AUG-2018 10:25AM		25-OCT-2003	ISL CM554		E-ONE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
322805		27-AUG-2018	46316938		CYCLONE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
98634					8031007157

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	LIST PRICE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 4EN6AAA8031007157

COMPLAINT

CUSTOMER REQUESTED ESTIMATE FOR RECON ENGINE REPLACEMENT.
ESTIMATE CREATED WITH UNIT UNSEEN. ANY COMPONENTS THAT DO NOT
MEET REUSE GUIDELINES OUTSIDE THE ESTIMATE, CUSTOMER WILL BE
NOTIFIED.

1	0	DR6238RX	ENG ISL 8.9 02 B 330@1700	DRC	22,270.53	20,353.48	20,353.48
1	0	DR1342D	ENG 6CTAA 8.3 B	CLEAN	5,000.00	5,000.00	5,000.00
-1	0	DR1342D	ENG 6CTAA 8.3 B	DIRTY	5,000.00	5,000.00	- 5,000.00
6	0	3948636	INJECTOR	CECO	190.73	184.95	1,109.70
1	0	3886396	6.2 CALIBRATION FLT REG.	CECO	95.00	95.00	95.00
1	0	3965704	HARNESS,ETR CNT MDL WRG	CECO	565.81	548.64	548.64
2	0	3945212	ELBOW,PLAIN UNION	CECO	32.45	31.46	62.92
1	0	3906747	HOSE,FLEXIBLE	CECO	50.17	47.65	47.65
1	0	3940245	GASKET,HYDRAULIC PUMP	CECO	13.07	12.67	12.67
1	0	5301094	COMPRESSOR,1 CYL AIR	CECO	1,777.92	1,723.96	1,723.96
4	0	43828	ORDERED ITEM 3944525 CECO CLAMP,HOSE	CECO	3.68	3.49	13.96
1	0	215921	COUPLING,PLAIN HOSE	CECO	15.96	15.47	15.47
2	0	3056138	HOSE,PLAIN	CECO	17.64	17.10	34.20
1	0	3945117	TUBE,COMPRESSOR AIR INLET	CECO	23.98	20.56	20.56

PARTS:	24,038.21
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	24,038.21
SURCHARGE TOTAL:	0.00

Completion date : 28-Aug-2018 09:18AM. Estimate expires : 26-Sep-2018 09:18AM.

Billing Inquiries? Call (877)480-6970

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 _____

PARTS AND/OR SERVICE AGREEMENT TERMS AND CONDITIONS

These Parts and/or Service Agreement Terms and Conditions, together with the Quote and/or Invoice on the front side are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote and/or Invoice ("Customer") and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply the parts ('Parts') and/or perform the maintenance and/or repair ('Service') on the equipment identified in the Quote and/or Invoice. No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing.

2. **PAYMENT TERMS.** Unless otherwise provided for in this Agreement and subject to credit approval, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit, as determined by Cummins, payments are due in advance or at the time of the sale or Service. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy under statute, Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Customer agrees to pay all costs of collection and attorneys' fees for any late payments.

3. **DELIVERY.** F.O.B. shipping point, unless otherwise stated in this Agreement. Charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Cummins' responsibility for any products sold ceases at the time of delivery to a freight carrier.

4. **DELAYS.** Cummins shall not be liable for 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, delays in transportation, fuel or materials, accidents, embargos, or labor disputes.

5. WARRANTY AND PROCEDURE.

New Cummins Parts, Components, and Accessories: The standard warranty of Cummins (or other manufacturers) for new parts, accessories and components will apply. In the event of defect of such items, only manufacturer's warranty will apply. Copies of the warranty are available upon request.

Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer the warranties of other manufacturers' exchange components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply. Copies are available upon request.

Rebuilt Exchange Components: Cummins rebuilt exchange components will be free from defects in material and workmanship in accordance with Cummins' standard warranty which is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component. Cummins warrants any rebuilt exchange (DX) cylinder heads to be free from defects in material or workmanship under normal use and service for a period of three months from the date of sale to the first retail purchaser or 25,000 miles, whichever first occurs.

General Service Work: Cummins warrants repair work to be free from defects in workmanship under normal use and service for three months or 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New Parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts.

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

The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor. Cummins' complete liability for any failures resulting from improper workmanship performed by Cummins, and the Customer's exclusive remedy are limited to correction of improperly performed workmanship at the expense of Cummins. If Cummins determines, in its sole discretion, that it is impractical to remedy defects by service or repair, Cummins may refund part of the purchase price attributable to the defective service or repair paid by the Customer, and such refund shall be the sole and exclusive remedy for any such claim. This is the sole warranty with regard to service or repairs performed by Cummins.

6. LIMITATIONS ON WARRANTIES AND REMEDIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTS AND/OR SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. **GOVERNING LAW.** This Agreement 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 courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

8. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

9. **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.

10. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

11. **REFUNDS/CREDITS.** All Parts returned to Cummins for credit must be in 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. Items not included are: chemicals, electronics control modules, electrical components, gaskets, literature, open or resealed kits, paint, rubber parts, sensors, service tools and software.

12. **DISPOSITION OF PARTS.** All Parts replaced by Cummins as a result of making repairs covered by any warranty or for which claims will be presented to the manufacturer shall become the property of Cummins. All other products replaced in making repairs, unless otherwise a condition of the sale or unless Customer requests and removes promptly at the time products are delivered, shall become the property of Cummins. Any materials left on the premises of Cummins after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. 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, 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.

14. **ADDITIONAL CHARGES.** In carrying out the Services, Cummins may incur additional charges which will be passed on to the Customer as applicable.

15. **INDEMNIFICATION.** Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, 'Losses'), subject to the Limitations on Remedies, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.



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OSN/MSN/VIN 4EN6AAA8031007157

LABOR:	5,794.80
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	5,794.80
MISC.:	600.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	600.00
ELECTRONIC TOOLING FEE	50.00
HAZ WASTE DISPOSAL	100.00
SHOP SUPPLIES	150.00
MISCELLANEOUS	300.00

TAX EXEMPT NUMBERS:

LOCAL 0.00

You saved \$2,033.51 on your parts.

Completion date : 28-Aug-2018 09:18AM. Estimate expires : 26-Sep-2018 09:18AM.

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SUB TOTAL: 30,433.01

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 30,433.01

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

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