

PURCHASE ORDER

SHIP8, INC.

ATTN: ACCOUNTS PAYABLE
 45875 NORTHPORT LOOP EAST
 FREMONT, CA 94538
 US
 AP.SHIP8@SHIP8.COM

PO No.	PO Date	Page
B23050484	05/19/2023	1 OF 1

ORDER FROM

100060

 CROWN EQUIPMENT CORPORATION
 P.O.BOX 641173
 CINCINNATI, OH 45264-1173

SHIP TO

WDC(4000),
 SHIP8, INC.
 ATTN: JAMES BURFORD / ALEX GONZALEZ
 221 HANSON WAY
 WOODLAND, CA 95776
 US

Buyer	Terms	FOB	Ship Via
Purchasing Dept	Net 30 Days	FOB Origin	Best possible

Line No.	Vendor Item No.	Vendor Item Description	Qty Ordered	UOM	Unit Price	Extended Price
1	EQU016 - BATTERIES	BIANNUAL PM EXPENSE PER UNIT, AUTO RENEWAL 1 YEAR PERIODS	1.00	Each	0.00	0.00
2	MSCNOTES	MISC NOTES: PM MAINTENANCE AGREEMENT COMMENCEMENT 06/01/23	1.00	Each	0.00	0.00
3	MSCNOTES	MISC NOTES: COVERS 24 UNITS AT PM RATE OF \$65.00 SCHEDULED SERVICE FREQUENCY AT 180 DAYS	1.00	Each	0.00	0.00

Total Extended Price = 0.00



**Planned Maintenance
Service Agreement**



Crown Equipment Corporation d/b/a Crown Lift Trucks ("Crown") and SHIP8
having a place of business at 2222 E Beamer Street Woodland, CA 95776 ("User"), in consideration
of the mutual promises contained herein and for other valuable consideration, agree as follows:

1. **TERM** Work as specified in Section 3 will commence on 6/1/2023
and be performed at the interval(s) detailed in Exhibit A for a period of one (1) year. This agreement will automatically renew each year for an
additional term at the then current published rate, unless terminated prior to thirty (30) days of the expiration of the term.

2. **EQUIPMENT AND PRICE** User agrees to pay the price per piece of equipment listed in Exhibit A, attached and incorporated by reference, for
each Planned Maintenance Service performed by Crown. The price listed in Exhibit A will cover the labor for the Planned Maintenance Services
listed in Section 3. All other Planned Maintenance parts and supplies will be charged at current pricing.

3. **CROWN'S RESPONSIBILITIES** Crown shall perform the inspections, lubrications, and adjustments as set forth on the model specific Planned
Maintenance Inspection Report, of which User acknowledges receiving. Crown will use the Planned Maintenance Inspection Report that is most
similar to the Crown model for all non-Crown equip- ment. Crown shall use the Planned Maintenance Inspection Report forms designed by Crown
for batteries, scissor lifts, docks, doors, and dock restraints. Crown shall inform User of any part of the unit that requires additional work.
Authorized repairs will be made at the current hourly rate, plus the price of any additional parts, travel and expenses involved. All Planned
Maintenance Services shall be performed during Crown's regular working hours of 7:00 AM – 4:00 PM Monday through Friday with the exception
of Holidays as Crown may observe.

4. **USER'S RESPONSIBILITIES** User shall make all equipment available for Planned Maintenance Services on the days and times as shall be
communicated by Crown. User shall pay additional charges if equipment is not made available for Planned Maintenance Servicing upon arrival by
Crown's technician during normal working hours. User agrees to pay Crown within ten (10) days of receipt of invoice for services provided. User
shall not permit service to be performed on equipment covered by this agreement by anyone other than Crown or their duly authorized rep-
resentative. User shall authorize all safety related repairs and lock-out such equipment until repairs are completed.

5. **CANCELLATION** Crown may cancel this Agreement by written notice to User in the event that (i) User fails to make payment required by this
Agreement when due, or (ii) User defaults in the performance or observance of any other provision of this Agreement and such default continues
for a period of ten (10) days after the giving by Crown of notice thereof, or (iii) User becomes the subject of any state or federal insolvency,
bankruptcy, receivership or similar proceeding. Either party may cancel this Agreement without cause upon thirty (30) days written notice. Upon
any such cancellation, all amounts due or to become due to Crown under this agreement shall immediately become due and payable, and User
shall immediately pay all such sums and any other amounts to which Crown may be entitled by way of damages. In addition, User shall be
responsible for all expenses, including reasonable attorneys' fees, incurred by Crown as the result of User's breach of this Agreement. The
remedies specified herein shall be in addition to, and not in lieu of, any other rights or remedies available to Crown at law or in equity.

6. **ACCESSORIES AND ATTACHMENTS** This Agreement shall not be construed to include Planned Maintenance Service on Accessories or
Attachments other than Crown manufactured side shifters, unless otherwise listed in Exhibit A.

7. **TAXES** User shall be liable or shall pay or reimburse Crown for any taxes, fees, or assessments, however designated or levied, based upon the
invoices or upon this Agreement or the work performed hereunder, excluding only franchise taxes and taxes based upon the net income of
Crown. No listed prices shall include tax.

8. **LIABILITY** User agrees that Crown shall not be liable to User for any defect in any equipment nor any liability, claim, loss, damage or expense of
any kind arising out of or in any way related to User's possession, use or operation of the equipment except when same is caused by negligent
repair, maintenance, or service work performed by Crown, its agents or employees. **CROWN MAKES NO WARRANTY, EXPRESS OR IMPLIED,
WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO ANY UNIT. In no event shall
Crown be liable for any SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

9. **INSURANCE** User shall carry at its own expense comprehensive general liability insurance with a minimum limit of \$500,000 combined single limit (property damage and bodily injury). Crown agrees to carry at its own expense workers compensation and employers liability insurance. User shall furnish Crown with certificates of insurance giving evidence of the coverage required herein which certificates shall provide that cancellation of the insurance may be affected only after thirty (30) days prior notice has been given to Crown.

10. **INDEMNIFICATION** User shall defend and hold Crown harmless from and against any and all of the following whether actual or alleged, unless caused by Crown's negligence: all damages, claims, suits, proceedings, liens, penalties, liabilities and expenses (including attorneys' fees) arising out of or in manner related to User's possession, use or operation of the equipment and resulting from injury or death to any person or damage to the property occurring on or about User's premises.

11. **NOTICE** Any notice required or permitted to be given under this Agreement shall be in writing and shall be mailed registered or certified mail, return receipt requested, to the party for whom intended at its address as first set forth in this Agreement or at such other address as such party shall designate for the purpose of written notice to the other party, and shall be deemed to have been effectively given to the recipient party upon actual receipt.

12. **WAIVER** Except as otherwise expressly provided in this Agreement, no failure on the part of either party to exercise, and no delay in exercising, any right, privilege or power under this Agreement shall operate as a waiver or relinquishment thereof; nor shall any single or partial exercise by either party of any right, privilege or power under this Agreement preclude any other or further exercise thereof, or any breach of any provision of this Agreement shall not constitute or be construed as a waiver of any other breach of any provision of this Agreement.

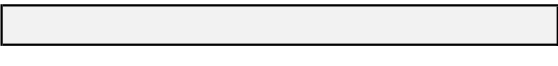
13. **INTEGRATION** This instrument embodies the whole agreement of the parties relating to the subject matter of this Agreement and supersedes any and all prior written or oral negotiations, communications, and agreements by or on behalf of the parties. This Agreement may not be varied by any purchase order, acknowledgment, confirmation, invoice or shipping document issued by either party. Any modification of this Agreement must be in writing and signed by User and Crown to be binding.

14. **CHOICE OF LAW AND VENUE** This Agreement and all exhibits entered into pursuant to this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio as applicable to agreements wholly performed therein, without regard to its conflict of law provisions. Any lawsuit or other action brought by either party pursuant to this Agreement shall be resolved by a court of competent jurisdiction in the State of Ohio, to whose jurisdiction User consents.

15. **SEVERABILITY** Should any provision of this Agreement be prohibited by applicable law or court decree, such provision shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement. In such an event, all interpretations of the remaining provisions shall be given the meaning most similar to the intention of the parties when taken as a whole.

16. **INTEREST** Interest shall accrue on amounts past due and payable under this Agreement at the rate of eighteen (18) percent per annum, or at the then highest allowable interest rate per annum under the law of the state in which User's principal office is located, whichever is less.

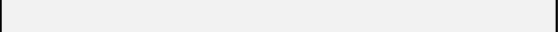
"Crown" 

"User" 

Printed: Aaron Hanna

Printed: 

Title: ASR

Title: 

Date: 5/9/2023

Date: 

Agreement #: AH05092023-1



**Planned Maintenance
Service Agreement**




Customer Name	SHIP8
Customer Address	2222 E Beamer Street Woodland, CA 95776
Customer Telephone	916-897-7622
Contact Name	Alex Gonzalez
Customer Email	Alex.Gonzalez@ship8.com
Customer Acct Number	376400

Start Date for Agreement 6/1/2023

Exhibit A: Planned Maintenance

Line No.	Make	Class	Series	Model #	Serial #	Customer Unit ID #	PM Frequency	Price Per Visit
1	Hawker	BATTERY_PM	24-Volt	012125F15	PL101172699	Wholesale	180 days	\$65.00
2	Hawker	BATTERY_PM	24-Volt	012125F15	PL101172698	Wholesale	180 days	\$65.00
3	Hawker	BATTERY_PM	24-Volt	012125F15	PL101172697	Ecom	180 days	\$65.00
4	Deka	BATTERY_PM	24-Volt	12-D125-15	3934JJ	Wholesale	180 days	\$65.00
5	Hawker	BATTERY_PM	24-Volt	012125F15	PL101172695	Wholesale	180 days	\$65.00
6	Hawker	BATTERY_PM	24-Volt	012125F15	PL101172691	Ecom	180 days	\$65.00
7	Hawker	BATTERY_PM	24-Volt	012125F15	PL101172694	Wholesale	180 days	\$65.00
8	Hawker	BATTERY_PM	36-Volt	018125F13	a22121	Inventory	180 days	\$65.00
9	Hawker	BATTERY_PM	36-Volt	018125F13	PL112141536	ECOM	180 days	\$65.00
10	Hawker	BATTERY_PM	36-Volt	018125F13	PL112141533	ECOM	180 days	\$65.00
11	Douglas Legancy	BATTERY_PM	36-Volt	18-125DL-15	MTL00079714	Wholesale	180 days	\$65.00
12	Douglas Legancy	BATTERY_PM	36-Volt	18-125DL-16	MTL00079712	Wholesale	180 days	\$65.00
13	Douglas Legancy	BATTERY_PM	36-Volt	18-125DL-17	MTL00079713	Receiving	180 days	\$65.00
14	Douglas Legancy	BATTERY_PM	36-Volt	18-125DL-18	MUE00104498	Receiving	180 days	\$65.00
15	Deka	BATTERY_PM	36-Volt	18-D125-15	2189HJ	Inventory	180 days	\$65.00
16	Deka	BATTERY_PM	36-Volt	18-D125-15	2188HJ	Wholesale	180 days	\$65.00
17	Deka	BATTERY_PM	24-Volt	12-D125-15	3935JJ	Wholesale	180 days	\$65.00
18	Hawker	BATTERY_PM	24-Volt	012125F15	PL102170755	Ecom	180 days	\$65.00
19	Deka	BATTERY_PM	24-Volt	12-D125-15	3146L1	Ecom	180 days	\$65.00
20	Douglas Legancy	BATTERY_PM	36-Volt	18-125DL-13	MUG00115380	wholesale	180 days	\$65.00
21	Douglas Legancy	BATTERY_PM	36-Volt	18-125DL-13	MUG00115381	wholesale	180 days	\$65.00
22	Douglas Legancy	BATTERY_PM	36-Volt	18-125DL-13	MUH00117778	Receiving	180 days	\$65.00
23	Douglas Legancy	BATTERY_PM	36-Volt	18-125DL-13	MUH00117796	Receiving	180 days	\$65.00
24	Douglas Legancy	BATTERY_PM	36-Volt	18-125DL-13	MUG00117797	Wholesale	180 days	\$65.00

Notes:

“Crown”  (signature)

“User” James Burford (signature)

Printed: Aaron Hanna
 Title: ASR
 Date: 5/9/2023
 Agreement #: AH05092023-1

Printed: James Burford
 Title: Regional Facility Director
 Date: 5/18/2023

Re: Blanket PO Request for Crown - WDC PM Battery Service

1 message

James Burford <james.burford@ship8.com>
To: Alex Gonzalez <Alex.Gonzalez@ship8.com>
Cc: "AP.SHIP8@SHIP8.COM" <ap.ship8@ship8.com>, Chris Mai <chris.mai@jlahome.com>

Fri, May 19, 2023 at 10:56 AM

Ok,

Chris - these should be charged as they complete them then separate billings.

On Fri, May 19, 2023 at 1:50 PM Alex Gonzalez <Alex.Gonzalez@ship8.com> wrote:

James – if its how they do the equipment PM, it's a monthly flat rate charge per unit.

Alex Gonzalez



Alex Gonzalez

Director of Operations

2222 East Beamer St.

Woodland, CA 95776

O:530.669.5991 x 116 C:916.897.7622

From: James Burford [mailto:james.burford@ship8.com]
Sent: Friday, May 19, 2023 9:24 AM
To: Chris Mai; Alex Gonzalez
Cc: AP.SHIP8@SHIP8.COM
Subject: Re: Blanket PO Request for Crown - WDC PM Battery Service

Alex,

Do you know if they will be billing as they complete each battery or all at once?



James Burford

Regional Facilities Director

311 International Trade Pkwy

Port Wentworth, GA 31407

C:912.507.7881

On Thu, May 18, 2023 at 2:17 PM Chris Mai <chris.mai@jlahome.com> wrote:

Hi James,

Will this be billed to us per unit similar to Lift Power and Liftone? Or will they bill us biannually for all 24 units?

I will need Ron's approval if it's for all 24 units since the agreement is for 1 year and auto renews annually. Assuming total for a year would be \$3,120.00

Regards,

Chris

On Thu, May 18, 2023 at 10:00 AM James Burford <james.burford@ship8.com> wrote:

AP,

Please create a Blanket PO for the attached PM Service, twice a year per battery.



James Burford

Regional Facilities Director
311 International Trade Pkwy
Port Wentworth, GA 31407

C:912.507.7881

James Burford
Regional Facilities Director
311 International Trade Pkwy
Port Wentworth, GA 31407

C:912.507.7881