

SHIP8, INC.

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

PO No.

B23121420-1

PO Date

12/05/2023

Page

1 OF 1

ORDER FROM

100975

THE W.W. WILLIAMS COMPANY LLC
 P.O. BOX 772022
 DETROIT, MI 48277-2022
 US

SHIP TO

SD2(2000),
 SHIP8, INC.
 ATTN: CHRISTINE JENKINS
 550 NORTHPORT PARKWAY
 PORT WENTWORTH, GA 31407
 US

Buyer

Purchasing Dept

Terms

30 days

FOB

FOB Origin

Ship Via

Best possible

Line No.	Vendor Item No.	Vendor Item Description	Qty Ordered	UOM	Unit Price	Extended Price
1	Preventative Maintenance: With Oil and Fuel Sample	Preventative Maintenance: With Oil and Fuel Sample - January <i>IMU</i>	1.00	Each	725.00	
2	Operational Inspection Service - July	Operational Inspection Service - July	1.00	Each	190.00	
3	Coolant Change - January	Coolant Change - January <i>IMU</i>	1.00	Each	180.00	

Total Extended Price =

Service Proposal



W.W. Williams
CONSIDER IT DONE.

W.W. Williams is pleased to submit our proposal for your planned maintenance requirements.

Preventative maintenance for fire pump systems plays an important role in improving reliability, minimizing repairs, and reducing long term costs. By following generally recognized maintenance procedures and manufacturer recommendations for your application, your fire pump system will operate more effectively.

At W.W. Williams we are committed to providing quality products and proven solutions to our customers enhancing the reliability of your fire pump system. Routine inspections, planned maintenance, and performance testing performed by our technicians are all important components of a comprehensive maintenance program.

We hope that our proposal meets with your approval, and we look forward to being your maintenance/service provider of choice. Please call with any questions or clarifications.

Sincerely,

The W.W. Williams Generator and Fire Pump Service Team

Unit Summary



W.W. Williams
CONSIDER IT DONE.

	Service	Quantity	Month	Unit Price
Asset: 550 North Port PKWY - Clarke FP Make: Clarke Model: JU4H-UFADY8 S/N: PE4045L284334 KW Rating: 0.0	Preventative Maintenance: With Oil and Fuel Sample	1	January	\$725.00
	Operational Inspection Service	1	July	\$190.00
	Coolant Change	1	January	\$180.00
				Asset Total: \$1,095.00

	Service	Quantity	Month	Unit Price
Asset: 331 International Trade PKWY - Clarke FP Make: Clarke Model: JU4H-UFADY8 S/N: PE4045N017707 KW Rating: 0.0	Preventative Maintenance: With Oil and Fuel Sample	1	January	\$725.00
	Operational Inspection Service	1	July	\$190.00
	Coolant Change	1	January	\$180.00
				Asset Total: \$1,095.00

Grand Total: \$2,190.00



OPERATIONAL INSPECTION SERVICE

Engine Lube System:

- Inspect for Leaks
- Repair Minor Leaks
- Check Oil Level and Fill (1 Gal)

Engine Cooling System:

- Inspect for Leaks
- Repair Minor Leaks
- Check Belts and Hoses
- Check Coolant Level and Fill (1Gal)
- Check Coolant Freeze Point
- Check Inhibitors (Nitrates)
- Check Cooling Loop Strainer for Obstructions (If Applicable)
- Inspect System for Obstructions
- Inspect Radiator/Exchanger
- Inspect Pulleys for Excessive Wear
- Pressure Test System (If Required)
- Lubricate Fan Drive

Engine Air System:

- Inspect Air Cleaner
- Check Air Cleaner Indicator for Proper Operation
- Check Intake System for Damage or Loose Connections
- Inspect Crank Case Breather Systems
- Service Air Box Drains (If Applicable)

Fire Pump:

- Inspect Coupling and Guards for Loose/Missing Parts

Engine Electrical System:

- Check Condition of Cables, Wiring, Loom, Straps, and Connections
- Check Engine Alternator
- Check Condition of Batteries
- Check Operation of Unit Heaters
- Check Electrolyte Level
- Load Test Batteries
- Inspect and Test Battery Charger
- Check Battery Static Charge
- Test Starter Drop

Engine Fuel System:

- Inspect for Leaks
- Repair Minor Leaks
- Check Fuel Level
- Check for Water in Fuel
- Drain Water from Water Separator
- Inspect and Lubricate Governor Linkage
- Check Governor Oil Level (If Applicable)

Test Pump Under Churn:

- Inspect Louvers and Duct Work
- Check for Abnormal Noise
- Check for Excessive Crankcase Discharge
- Check Governor Response
- Check for Operation of Remote Equipment (Fan Motors, Valves, Pumps and Louvers)

Engine Exhaust System:

- Check Engine Systems for Leaks
- Inspect Exhaust Outlet Protection
- Drain Condensation Trap (If Accessible)
- Check for Broken or Missing Hardware
- Check for Engine Wet Stacking

Engine Instrumentation:

- Check All Instruments and Lamps
- Check Hour Meter Operation
- Check and Record Engine Readings:
 - Tachometer
 - Hours
 - Engine Coolant Temperature
 - Voltmeter
 - Ammeter
 - Oil Pressure at Cold/Hot Temperature

Engine Protection System:

- Check Over Crank Device Operation
- Test Low Oil Pressure Alarm
- Test Water Temp Alarm Operation
- Check Over Speed Shutdown (If Applicable)

Diesel Engine Controller:

- Inspect General Cleanliness
- Inspect for Signs of Moisture
- Inspect Lugs/Terminals/Connections
- Check Applicable Audio Signaling
- Check Indicating Lights

Misc:

- Wipe Down Engine and Valve Covers
- Return Controls to Operating Positions
- Perform Inspection Documentation

PREVENTATIVE MAINTENANCE SERVICE

(includes Operational Inspection Service)

Engine Lube System

- Change Oil
- Change Oil Filters

Engine Cooling System

- Change Coolant Filter

Engine Air System

- Change Oil and Clean Elements - Wet Type

Engine Fuel System

- Change Primary and Secondary Fuel Filters

Fire Pump

- Lubricate PTO Bearings & Universal Joints
- Lubricate Pump Bearings

Misc

- Oil Sample Taken for Lab Analysis
- Coolant Sample Taken for Lab Analysis

Agreement Summary



W.W. Williams
CONSIDER IT DONE.

W.W. Williams Savannah
7100 Design Street
Building 200
North Charleston, SOUTH CAROLINA 29418
Keith Powell
Generator Service Sales Representative
kpowell@wwwwilliams.com

Customer Information	Contact	Agreement Information
SHIP8, INC		Agreement Number: GA-38454
45875 NORTHPORT LOOP EAST		Agreement Date: 12-04-2023
FREMONT, 94538		Account Number:

For and in consideration of the payment of all amounts due under this Service Quotation/Agreement, W.W. Williams agrees to provide services for the equipment, as set forth above, for an initial term of 1 year with auto renewal, commencing upon acceptance. SERVICES WILL AUTOMATICALLY RENEW UNLESS OPTING OUT OF AUTO RENEWAL. SERVICES CAN BE CANCELLED WITH 30 DAYS NOTICE PRIOR TO MONTH SERVICES DUE. The attached listing which sets forth in detail the services to be performed during a Preventative Maintenance and/or an Operation Inspection Service, as well as the attached Terms and Conditions, are a part of this Agreement.

AGREEMENT TOTAL: \$2,190.00 ***

*See agreement summary

** Total does not include tax

TO ESTABLISH CREDIT TERMS PRIOR TO SERVICE, VISIT: <https://www.wwwilliams.com/parts-products/genuine-aftermarket-parts/credit-application/>

TO ACCEPT THIS QUOTATION: REVIEW THE TERMS AND CONDITIONS AND CLICK SIGN BELOW

Optional Service (Not included in TOTALS)	Select	Unit Price

Accepted by:	Submitted by:	Keith Powell
Firm Name: SHIP8, INC	Firm Name:	The W.W. Williams Company LLC
Title:	Title:	Territory Sales Rep.
Date: PO#	Date:	Dec 4, 2023
Signature:	Signature:	Keith Powell

Terms & Conditions



W.W. Williams
CONSIDER IT DONE.

These Terms and Conditions apply to all sales transactions with The W.W. Williams Company, LLC, including quotations, purchase orders, service orders, sales orders, or similar documents:

2. Terms Exclusive. These Terms and Conditions and the applicable quotation, purchase order, service order, sales order or similar document constitute the complete, exclusive and final agreement (collectively, the "Agreement") of the buyer ("Buyer") and The W.W. Williams Company, LLC ("Williams"). All other additional or conflicting terms or conditions which may now or in the future appear on Buyer's acknowledgment, purchase order, or other similar document are expressly objected to by Williams without future notification and shall be null and void. These Terms and Conditions may only be modified, superseded or altered in writing signed by both parties. Buyer's acceptance of any performance by Williams shall be taken as Buyer's acceptance of these Terms and Conditions.

3. Prices. Prices are subject to change or withdrawal without notice. Unless otherwise stated in the Agreement, prices may be adjusted to and invoiced at Williams's price list in effect at the time of the shipment of goods or furnishing of the services. Unless otherwise stated in the Agreement, prices are exclusive of applicable taxes, excises, duties, quotation fees or other governmental impositions which Williams may be required to pay or collect on behalf of Buyer.

4. Payment Terms; Security Interest. Extensions of credit by Williams are subject to credit approval by Williams in its sole discretion, which may be modified or revoked by Williams at any time. Unless otherwise stated in the Agreement, payment shall be due and payable in full and without setoff within 15 days following delivery of the goods or completion of the services. Any payment not made when due shall be subject to a carrying charge of one and one-half percent (1 ½%) per month on the unpaid balance until paid in full. Buyer expressly grants to Williams a security interest in any goods, or a mechanic's or garage keeper's lien, as applicable, in respect of any services, to secure payment of the purchase price therefore and any other amounts or charges owed by Buyer to Williams. Buyer authorizes Williams (but Williams is not obligated) to file a financing statement or take such action as Williams deems advisable to evidence and perfect its security interest.

5. Delivery; Force Majeure. Unless otherwise stated in the Agreement, delivery of the goods, and services, if any, shall be F.O.B. point of shipment. Any delivery date specified is approximate only. Acceptance of shipment by a common carrier shall constitute tender of delivery. Upon tender of delivery, risk of loss shall pass to Buyer. Title shall pass to Buyer when the full price has been paid. Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof as shipments are made and invoices rendered. If Williams is not able to meet the delivery date specified by reason of any force majeure event beyond Williams's control, including (but not limited to) war,

governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, disease or illness, including but not limited to epidemic, pandemic, or quarantine, national or state declared emergency, strikes or other difficulties with employees, supplier delays, delay or inability to obtain goods, labor, equipment, material and service through Williams's usual sources, failure, refusal or delay of any carrier to transport materials, or any other similar event, Williams shall not be liable therefor and may, in its discretion without prior notice to Buyer, postpone the delivery date(s) under this Agreement for a time which is reasonable under all the circumstances. Acceptance of the goods or services shall constitute a waiver of all claims for damages.

6. Standard Limited Warranty; Limitations of Liability. The Williams Standard Limited Warranty and the limitations of liability contained therein, attached as Exhibit A hereto, shall apply to the purchase and sale of goods and services under this Agreement.

7. Indemnification. Buyer shall indemnify, defend, and hold harmless Williams, its directors, officers, employees and their respective affiliates against any claim, demand, complaint, liability, loss, cost, damage and/or expense (including attorneys' fees, costs and expenses of litigation and settlements) incurred by Williams arising out of or as a result of this Agreement, except to the extent caused by the negligence of Williams.

8. Claims. Unless otherwise stated in the Agreement, claims respecting the condition of goods, compliance with specifications, or any other matter affecting goods shipped or services provided to Buyer, must be made promptly and in no event later than twenty (20) days after receipt of the goods by Buyer or the furnishing of the services by Williams. Failure of Buyer to make a claim within such 20-day period shall be deemed an unqualified acceptance of the goods or services by Buyer. Buyer shall set aside, protect, and hold such goods (without charge to Williams) without further processing until Williams has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked, or scrapped by Buyer without the express written authorization of Williams.

9. Default and Williams's Remedies. If Buyer fails to make timely payment on any sale of goods or services from Williams to Buyer, Williams, in addition to any other remedies available to it, may at its option, (a) defer further shipment or services until such payments are made and satisfactory credit arrangements are reestablished or (b) cancel the balance of any order, and Buyer shall not have any cause of action or be entitled to any offset, counterclaim, or recoupment against Williams by reason of such action. In the event of Buyer's default, Williams may exercise any and all remedies set forth in this Agreement, any other agreement between the parties, and applicable law, all of which rights and remedies are cumulative.

10. Collection Costs and Attorney Fees. Buyer agrees to pay all of Williams's costs and expenses incurred in collecting payments due from Buyer

(including without limitation reasonable attorney fees and costs and expenses of any collection agency).

11. Return Policy. Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from invoice date.

12. Technical Assistance. Unless otherwise stated in the Agreement: (a) any technical advice provided by Williams with respect to the use of goods or services furnished to Buyer shall be provided as a courtesy without charge and without warranty; (b) Williams assumes no obligation and disclaims all liability for any such advice or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods and services appropriate for the end use of such goods or services.

13. Miscellaneous. This Agreement will be governed by the laws of the State of Ohio. The exclusive venue for any dispute related to this Agreement shall be the federal and state courts located in Columbus, Ohio. If any of the provisions hereof shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The individual rights and remedies of Williams reserved herein shall be cumulative and additional to any other or further remedies provided in law or equity. Waiver by Williams of performance or inaction with respect to Buyer's breach of any provision hereof, or failure of Williams to enforce any provision hereof which may establish a defense or limitation of liability, shall not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision shall remain in full force and effect as written.

Entire Agreement. This Agreement, including without limitation the Terms and Conditions and any other document incorporated herein by reference, constitutes the sole and entire agreement between Buyer and Williams with respect to any order or sale of goods or furnishing of services to Buyer, superseding completely any prior or contemporaneous oral or written communications.

Standard Limited Warranty



W.W. Williams
CONSIDER IT DONE.

EXHIBIT A

The W.W. Williams Company, LLC

Limited warranty for parts and equipment:

The sole warranty provided for any part or equipment sold by The W.W. Williams Company, LLC ("Williams") is to assign the warranty offered by the manufacturer or supplier to the Buyer. WILLIAMS MAKES NO REPRESENTATION OR WARRANTY TO THE EFFECTIVENESS OR EXTENT OF SUCH MANUFACTURER OR SUPPLIER WARRANTY. WILLIAMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and does not assume or authorize any other person to assume for it any liability in connection with the sale.

Limited warranty for services:

Williams warrants its workmanship for a period of ninety (90) days from the date the services are performed (the "Warranty Period"). This warranty covers defects in Williams's workmanship that are discovered during the Warranty Period. Buyer's sole remedy, and Williams's only liability, for Williams's breach of its service warranty shall be, at Williams's option, (i) reperforming the defective services; or (ii) refunding the purchase price paid for the defective services. WILLIAMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and does not assume or authorize any other person to assume for it any liability in connection with the sale.

Limitations of Liability:

IN NO EVENT SHALL WILLIAMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME, WHETHER THE DAMAGES BE IN CONTRACT OR TORT.

WILLIAMS'S TOTAL LIABILITY FOR ANY PARTS, EQUIPMENT, OR SERVICES SOLD SHALL NOT EXCEED THE AMOUNT PAID TO WILLIAMS FOR SUCH PARTS, EQUIPMENT, OR SERVICES CAUSING THE LIABILITY.