



MARATHON EQUIPMENT COMPANY

PO Box 1798
Vernon, AL 35592

Phone: [REDACTED] Fax: [REDACTED]
Toll Free: [REDACTED]



Quotation Information

Regional Sales Manager: Matt Harris Quote Date: 3/2/2023
Regional Sales Manager Email: [REDACTED] EXPIRES: 4/1/2023
Regional Sales Manager Phone: [REDACTED]
Inside Sales Coordinator: Lori Puckett

**Valid 30 Days
Unless Otherwise Noted**

QUOTATION NO: 2282023

Sold To: City of Powder Springs, Ga Ship To: SAME

Address: Address:
Address: Address:
City / State / Zip: City / State / Zip:
Country: Attn: Phone:
Contact: Eric Meyer Phone:
Email: Email:

| QUANTITY | DESCRIPTION | LIST PRICE | DISCOUNT % | DISCOUNT \$ | NET PRICE (*QTY) |
|----------|-------------------------|--------------|------------|-------------|------------------|
| 1 | V6030 HD Vertical Baler | \$ 21,335.00 | 17.00% | \$ 3,626.95 | \$ 17,708.05 |
| | | | 0.00% | \$ - | \$ - |
| | | | 0.00% | \$ - | \$ - |

UNIT OPTIONS (SPECIFY IF CUSTOM)

Standard Features Include: 3 Phase Tri Volt 208/230/460 Motor;
Side-mounted Power Pack; Redundant Interlock System; Bale Chamber Door Hinged on Left Hand Side; NEMA 4 Rated Panel Box with Push Button Controls; Chain Ejector; and UL Listed.

| | | | | |
|--|-------|--------------|-------------|--------------|
| \$ - | 0.00% | \$ - | \$ - | |
| \$ - | 0.00% | \$ - | \$ - | |
| \$ - | 0.00% | \$ - | \$ - | |
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| \$ - | 0.00% | \$ - | \$ - | |
| \$ - | 0.00% | \$ - | \$ - | |
| \$ - | 0.00% | \$ - | \$ - | |
| SUBTOTAL OF EQUIPMENT AND OPTIONS | | \$ 21,335.00 | \$ 3,626.95 | \$ 17,708.05 |

Standard Equipment Options

**Standard Features Include: 3 Phase Tri Volt 208/230/460 Motor;
Side-mounted Power Pack; Redundant Interlock System; Bale Chamber Door Hinged on Left Hand Side; NEMA 4 Rated Panel Box with Push Button Controls; Chain Ejector; and UL Listed.**

| | |
|--------------------------------|---|
| Subtotal: | \$17,708.05 |
| Special Options (from Page 2): | \$0.00 |
| Surcharge: | <input type="text" value="5.00%"/> \$885.40 |
| Estimated Freight: | \$795.00 |
| Estimated Installation: | \$2,500.00 |
| Estimated Sales Tax: | <input type="text" value="0.00%"/> \$0.00 |
| Total: | \$21,888.45 |

SPECIFICS

- * The above pricing is F.O.B. factory discounted price unless otherwise stated.
- * Standard MARATHON Domestic or International warranty applies, depending on equipment location
- * Unless you have a specific written Agreement with Marathon with different terms, payment terms are 100% payment of Total shown above Net 30 days from date of invoice. All orders are invoiced at time of shipment.
- * Terms for Recycling Solutions, Blok Pak and M-Series orders - The following PAYMENTS are required for orders over \$50,000: 30% due at time of order, 60% due 14 days prior to shipment, and final 10% due net 30 days after shipment.
- * Pricing does not include freight, fees, taxes, licenses, permits, building modifications, project management, installation or start up training charges unless specifically stated.
- * Quoted taxes are estimated. Tax exemption certificate must be supplied when placing order. Certificate provided after equipment invoices will not guarantee credit of sales tax.
- * Installation dates are estimated and installation may change based upon site readiness. Marathon reserves the right to charge a remobilization fee if the site is not ready for installation at time of equipment delivery.
- * National pricing for installation of machines purchased by Key Accounts does not apply to projects located in Nevada and, if noted herein, is provided for reference only. Licensed Contractors must supply site-specific installation quotations and perform the related work product in Nevada.
- * For customer-performed or third party installations arranged by customer, customer is responsible for completing this installation in accordance with OSHA and ANSI Standards.
- * Any changes to product configuration or delivery address/date after order is placed may incur additional charges.
- * If you have any questions, please feel free to contact your salesman.



MARATHON EQUIPMENT COMPANY

PO Box 1798

Vernon, AL 35592

Phone: [redacted] Fax: [redacted]

Toll Free: [redacted]

QUOTATION NO:

2282023

TERMS AND CONDITIONS OF SALE

1. **ORDERS.** All orders are subject to acceptance or rejection by Environmental Solutions Group, its subsidiaries, or affiliates including but not limited to: Heil Environmental, Marathon Equipment Company, The Curotto-Can, LLC, and Bayne Machine Works (collectively, "ESG"). NO ORDERS MAY BE CHANGED IN ANY MANNER WITHIN THIRTY DAYS OF THE SCHEDULED PRODUCTION DATE. ANY CHANGES REQUIRED BY THE CUSTOMER WITHIN THIS 30-DAY TIME FRAME may incur additional charges AND WILL CAUSE THE ORDER TO BE REMOVED FROM THE PRODUCTION SCHEDULE AND RESCHEDULED AS DEEMED NECESSARY BY ESG IN ITS SOLE JUDGMENT.
2. **ORDER CANCELLATION.** After acceptance, orders for solid waste management and/or recycling Products ("Products") cannot be cancelled except upon terms that will compensate ESG fully for all inconvenience, cost, loss or damage sustained.
3. **ORDER ACKNOWLEDGEMENTS.** An Order Acknowledgment ("OA") must be reviewed, signed and returned to the applicable ESG subsidiary or affiliate to indicate Purchaser's verification the order is accurate. ESG reserves the right to hold an order from being slotted in the Production Schedule until a signed OA has been received. Regardless of whether an Order Acknowledgment has been executed, Purchaser expressly waives any claims of error or loss for orders that are produced in accordance with an OA transmitted to Purchaser that Purchaser does not correct and transmit in writing to ESG before production begins.
4. **CUSTOM ORDER REQUESTS.** Orders for Products with components not regularly carried in stock or requiring special engineering, special parts ordering or special manufacture are in every case subject to approval by the Product Management department of ESG and shall be subject to the procedures and qualifications set forth in ESG's Custom Order Policy as published by ESG and/or posted on the respective ESG website. Work performed at Purchaser's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at then-current rates.
5. **PERFORMANCE.** ESG shall not be liable for damages of any kind whatsoever arising from failure to complete the contract in accordance with its items if such changes are due to Acts of God, wars, severe weather, strikes, fires, floods, accidents, material shortages, delays in transportation and other acts of force majeure or other causes beyond its reasonable control.
6. **INTELLECTUAL PROPERTY.** Sketches, engineering drawings, specifications, models, mock-ups, manuals, marketing materials, and all preparatory work submitted to, created or furnished by ESG shall remain its exclusive property. No other customer use of these materials is authorized, nor may derivations, alternatives or modifications created there from be used or disclosed to anyone except with the prior written consent of ESG.
7. **SHIPMENT AND F.O.B. POINT.** All shipments will be made after completion of manufacture unless otherwise agreed to in writing. In the event that agreement is reached for ESG to store completed items, the Purchaser will be invoiced immediately upon completion of manufacture, and such invoice shall be due and payable according to these terms. Storage shall be at the risk of the Purchaser and ESG shall be liable only for the ordinary care of the property. Unless otherwise stated in writing, all prices quoted or otherwise listed are F.O.B. point of manufacture. In all cases, in-transit liability and risk of loss transfers to the Purchaser at the time of delivery to the Purchaser, their employees, agents, or a delivery service or common carrier - whichever occurs first. Unless otherwise provided, with respect to the attachment or affixing of ESG Products to the Purchaser's property (e.g. truck chassis), title and risk of loss with respect to such Products are transferred to Purchaser upon initiation of such attachment.
8. **PURCHASER'S PROPERTY.** ESG may charge the Purchaser at current rates, for handling and storing Purchaser's property (e.g. truck chassis or Purchaser-supplied accessories) when held for more than thirty days. All Purchaser's property, or third parties' property, that is stored by ESG or its employees, agents or assigns (whether on or off ESG facilities) is at the Purchaser's or other party's risk. ESG shall only provide for ordinary care of the property and shall not be liable for any loss or damage thereto caused by fire, water, corrosion, vandalism, theft, negligence, or any cause whatsoever. It is the Purchaser's unconditional obligation to insure its property and/or accept the risk of loss.
9. **TRAINING.** It is the Purchaser's responsibility to provide these Terms & Conditions of Sale to the Product owner and to specifically notify the Product owner that it is the Product owner's responsibility to ensure that the Operators Manual remains with each unit and the Parts & Service Manual is available for use. Additionally, regardless of whether or not the manufacturer or its designee provides training at the time of Product delivery, the Product owner is responsible for training their operators and maintenance personnel and shall ensure that every person who operates or maintains the Product has been trained on the proper operation, service, storage, service hoist use, battery disconnect use, lock out/tag out procedures and the Product owner's company work rules for each Product.
10. **PRICES.** All orders are subject to current prices in effect at the time of shipment, including any applicable surcharges. Purchaser must exclusively assign the qualified alternative motor vehicle credit to ESG or its designee. Purchaser expressly understands and agrees that the pricing quoted for qualified alternative motor vehicles includes a discount predicated on ESG obtaining a stipulated tax credit and Purchaser agrees to fully compensate ESG for any reduction or recapture of said qualified alternative motor vehicle tax credit for any reason whatsoever. It is understood that recapture of the tax credit may be caused by converting a Compressed Natural Gas ("CNG") engine to a diesel engine.
11. **PAYMENT AND COLLECTION.** ESG's standard domestic payment terms are Net 30 days from the date of invoice unless modified by a separate written agreement with your company. For non-domestic shipments, a Letter of Credit or other ESG approved surety of payment may be required prior to shipment. Notwithstanding the foregoing, ESG reserves the right to offset payments against open account balances and administer credit in accordance with its Credit Department's sole judgment at any time to any order and its decision shall be final, non-appealable, and binding. If for any reason the Purchaser defaults on any monies owed to ESG, said Purchaser shall be responsible for all costs incurred by ESG in the collection of outstanding monies including but not limited to: collection agency fees, filing fees, judgment, interest expense, settlement, Court and/or administration costs, attorney's fees, etc. ESG reserves the right to charge and collect late fees for overdue payments.
12. **TAXES.** Unless specifically stated on your quotation and invoice, prices charged by ESG do not include Federal, State, City or other excise, occupation, sales, use, VAT or similar taxes which are extra and are the customers' obligation to pay to the applicable taxing authority at rates in effect at time of shipment. If Federal Excise Taxes are included and listed on the order acknowledgement or invoice, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment. If Federal Excise Taxes are not included on ESG's invoice, this shall not apply.
13. **PRODUCT IMPROVEMENT.** ESG reserves the right to change its solid waste management & recycling Product offerings (collectively, "Products"), Product specifications, material or component suppliers, Product design, and/or Production procedures at any time in its sole judgment.
14. **WARRANTY.** ESG warrants its Products in accordance with the applicable ESG subsidiary or affiliate's Warranty Statement (the "Warranty Statement") provided with the Product or published on the respective website unless you have a contract with ESG providing specific terms and conditions of warranty. A copy of the Warranty Statement is available from your Dealer and is posted on ESG's applicable website for the Product. While the text in the Warranty Statement for each respective ESG entity is more specific and shall prevail, ESG's Product warranty is expressly limited to repair or replacement of any component or part thereof, for any such Product that is determined by ESG to be defective in materials or workmanship. The component or part shall be repaired or replaced without cost to the first purchaser for materials and labor provided such unit is returned for such repair or replacement to an authorized ESG Dealer within six months from the unit's in-service date to such first purchaser. Any Product warranty is not transferable, except for sales demonstration units. No warranty claims will be processed on any ESG Product unless the warranty registration was submitted timely to the ESG Customer Support Department applicable to the Product. Any service parts sold by ESG carry a six month warranty for part replacement only, due to a defect in material or workmanship. Troubleshooting time, component removal and installation labor cost is excluded from ESG's service part warranty.
15. **WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Any improper use, operation beyond rated capacity, substitution of non-OEM parts not specifically approved by us in writing, or any alteration or repair by others in such manner as in our judgment affects the Product materially and adversely shall void this Warranty. NO EMPLOYEE OR REPRESENTATIVE OF ESG IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY, except as part of a definitive written agreement between the manufacturer and purchaser. The above warranty supersedes and is in lieu of all other warranties whether express or implied.
16. **NO INDIRECT OR CONSEQUENTIAL DAMAGES.** ESG hereby disclaims and does not assume any liability whatsoever for costs or expenses related to the use or unavailability of its Product for any reason, including but not limited to accidents, injury, death, late delivery penalties, chassis flooring cost or charges, Product down time, fire damage, loss of Product, in-transit damage or loss, opportunity cost, lost profits, or any other direct, indirect or consequential losses, damages or delay, property damage or injuries to persons.
17. **OFF-SITE LOSS DISCLAIMER.** The Purchaser shall bear all risk for damage or loss to the purchaser-owned Product, chassis, accessories, or injury to property or persons, while the Product and/or chassis is either at ESG facilities, enroute to ESG facilities, at or enroute to/from a third party subcontractor of ESG's, in transit to or from Purchaser's or the chassis manufacturer's location, or to/from any third party Dealer or a component supplier's location.
18. **CHOICE OF LAW AND VENUE.** This agreement shall be interpreted according to the laws of the State of Tennessee. Any claims lodged against ESG involving this order in any way must be filed and adjudicated in the Circuit or Federal Court located in Hamilton County, Tennessee, and in the case of appeal, at the situs of their respective appellate Courts.
19. **NON-WAIVER.** Our failure at any time to exercise any right we may have under this agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
20. **SECURITY INTEREST.** The Purchaser hereby grants a first priority purchase money security interest and lien to ESG in and to all Products and goods sold to Purchaser and to which these Terms & Conditions of Sale relate, to all chassis and trucks to which any such Products or goods become accessions, and to all Products, proceeds and accessions thereto, from time to time (collectively, the "Product Collateral") to secure all obligations of the Purchaser or any person or entity related to Purchaser, under any agreement, arrangement or financing with or provided by the Company, including without limitation, the obligation to pay the unpaid purchase price of all Products and goods from time to time sold by ESG to Purchaser (collectively, the "Obligations"). The Purchaser represents and warrants that none of the Product Collateral is subject to any other lien, security interest or claim of any type or nature, and covenants that it: (i) will not create or permit to exist any lien, security interest or claim in any portion of the Product Collateral in favor of any other person, (ii) will pay, prior to any delinquency, all taxes (including all property taxes), charges or other obligations which may be owing with respect to the Product Collateral from time to time, (iii) will not change its name, place of incorporation or creation, address or location of the Product Collateral without first providing ESG with not less than 30 days prior written notice, (iv) will take all steps requested by ESG to obtain and maintain the perfection of the security interests granted hereunder, (v) will keep the Product Collateral fully insured against destruction or damage in an amount up to its full insurable value, and will name ESG as additional insured and loss payee under all such insurance policies, and (vi) will cooperate with ESG upon any default of any of the Obligations and will, at the request of ESG, turn over and deliver all Product Collateral to or at the direction of ESG. Purchaser will, at ESG's request, execute such additional security agreements and amendments and additions thereto or hereto as ESG requests in order that it may have at all times a first priority purchase money security interest and lien securing the Obligations. Purchaser hereby authorizes ESG to file financing statements and amendments thereto in all relevant jurisdictions naming Purchaser as debtor and describing the Product Collateral as collateral.
21. **ENTIRE AGREEMENT.** Unless a prevailing purchase contract is in place between the parties hereto, this order, including the above Terms & Conditions of Sale, contains the complete and final agreement between the parties hereto and no Purchaser-supplied purchase order terms, verbal agreement, or other document in any way modifying or supplementing any of these terms and conditions will be binding on ESG unless agreed to in writing by an authorized representative of ESG.

ACCEPTANCE

Quotation Accepted By (Signature): _____

Printed Name and Title of Authorized Signatory: _____

Date: _____