

DATE: 5/22/2024

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00144984

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

RITTINER EquipCo. LLC

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
DABRAHAM

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

14 DAYS

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

21 DAYS

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

1 DAYS

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 25506

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***

FIRM NAME:

RITTINER Equipment Company, LLC. dba JF PETROLEUM GROUP

SIGNATURE:

(Must be signed here)

Calvin Moorman

TITLE:

Sales

PRINT OR TYPE NAME:

CALVIN MOORMAN

ADDRESS:

2305 L & A ROAD

CITY, STATE:

METAIRIE, LA

ZIP:

70001

TELEPHONE:

504 367-5586

FAX:

504 367-5800

EMAIL ADDRESS:

CALVIN-MOORMAN@JFPETROGROUP.COM

TOTAL PRICE OF ALL BID ITEMS: \$ 4,295.00

DATE: 5/22/2024

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00144984

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>Remove, Re-Install and Test Gasboy High Volume Suction Pump for the Department of Transit</p> <p>0010 REMOVE, RE-INSTALL AND TEST GASBOY 9840KSSDF HIGH VOLUME SUCTION PUMP TO INCLUDE:</p> <ul style="list-style-type: none">- Remove existing flex connector- Install new 2" x 24" flex connector and nipple check valve. <p>Unit Location: Jefferson Parish Transit 21 Westbank Expressway Gretna, LA 70053</p>	\$ 4,295.-	\$ 4,295.-

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

CALVIN MOORMAN, SALES
(Name and Title of bidder's official)

RITTNER EQUIPMENT COMPANY LLC
(Name of bidder/company)

2305 L + A ROAD
(Address)

METairie, LA 70001
(Address)

PHONE 504-367-5586 FAX 504-367-5806

EMAIL CALVIN.MOORMAN@JFPETROGROUP.COM

Calvin Moorman Signature MAY 31, 2024 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 2200 Old Brick Rd Ste A Glen Allen VA 23060	CONTACT NAME: Dale Nowery PHONE (A/C, No, Ext): 804-678-5022 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: CertificatesVAWV@McGriff.com
INSURED JF Acquisition LLC dba JF Petroleum Group 100 Perimeter Park Drive Suite H Morrisville NC 27560	INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Insurance INSURER B: ACE American Insurance Co INSURER C: Evanston Insurance Company INSURER D: Insurance Company of the West INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1316329101

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			G46846217006	12/18/2023	12/18/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CALH08473122	12/18/2023	12/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKLV2EFX101031 G71769446004	12/18/2023 12/18/2023	12/18/2024 12/18/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 2nd Layer Excess \$4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WVA506868302	12/18/2023	12/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability and Pollution			G46846217006	12/18/2023	12/18/2024	Ea Claim/Ded \$1,000,000/\$10,000 Ea Pollution Cond/Ded \$1,000,000/\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability written with Aspen Specialty Insurance Company, Policy Number 12140096, Term dates 12/18/2023 - 12/18/2024, \$5,000,000 occurrence/\$5,000,000 Aggregate.

Underlying policies are General Liability, Professional Liability, and Pollution Liability coverage.

Contractors Equipment written with Ascot Insurance Company Policy Number IMM12310001690-01, Effective 12/18/2023 - 12/18/2024, Limit of \$500,000 for Leased or Rented Equipment with \$5,000 Deductible except \$10,000 Deductible for theft. Special Cause of Loss Replacement Cost applies to equipment manufactured 5 years or newer and Actual Cash Value applies to equipment manufactured over 5 years.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Jefferson Parish Transit 1233 Westbank Expressway Gretna LA 70053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Warren R. Fisman</i>
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AGENCY CUSTOMER ID: 35MIDOCJF

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY McGriff Insurance Services		NAMED INSURED JF Acquisition LLC dba JF Petroleum Group 100 Perimeter Park Drive Suite H Morrisville NC 27560	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Installation Floater written with Ascot Insurance Company Policy Number IMM12310001690-01, Effective 12/18/2023 - 12/18/2024, Each Job Site Location Limit \$2,000,000, Catastrophe Limit \$3,500,000, \$5,000 Deductible per loss. Special Cause of Loss

Named Insured List

1. JF Holdings Corp.
2. Jones & Frank Corp.
3. Jones & Frank Corporation
4. ANS Distributing, Inc.
5. Capital Petroleum Equipment
6. E Topmaster Corp
7. Environmental Well Products Co.
8. JF Acquisition, LLC (dba JF Petroleum Group)
9. JF Corp VA
10. JF Services, LLC
11. Jones & Frank Holding Company, LLC
12. Petroleum Maintenance Corp.
13. Quality Petroleum Systems, Inc.
14. Reliable Oil Equipment
15. Reliable Oil Equipment Co., Inc.
16. Reliable Oil Equipment, Inc. (dba Oil Equipment Supply Corp.)
17. Reliable Petroleum Systems, Inc.
18. Smith & Lamountain Service Corp.
19. JF ANS Acquisition, LLC
20. ANS Distributing Holdings, Inc.
21. ANS Distributing, Inc. Employee Savings Plan
22. ANS Distributing, LLC
23. ML Leonard, Inc.
24. Petroleum Solutions, Inc
25. McCon Building & Petroleum Services, LLC
26. Rittiner Equipment Company, LLC
27. JF Rittiner Company, LLC
28. Dykstra Holdings LLC
29. Dykstra Construction, LLC
30. Dykstra Construction, LLC d/b/a JF Construction Services
31. PSI JF Petroleum Group Inc.
32. Petroleum Solutions, Inc. dba Lachappell Electric Company
33. Miller Construction Management, LLC
34. Miller Construction Management, LLC d/b/a JF Construction Services
35. MIBA, LLC
36. MIBA, INC
37. MIBA, LLC d/b/a Reliable Construction Services and d/b/a Buckeye Oil Equipment
38. MIBA, Inc. d/b/a Reliable Construction Services and d/b/a Buckeye Oil Equipment



Innovation that works.

Gulf Coast Regional Office:
Rittiner Equipment Company, LLC., dba
JF Petroleum Group
2305 L & A Road
Metairie, LA 70001

Louisiana Contractor 25506 (Rittiner Equipment) 55574 (JF Acquisitions, LLC)

PROPOSAL AND AGREEMENT FORM

JF PETROLEUM
QUOTE #: **11-CM-FDB3652-1**
DATE: **5/31/2024**

Local JF
Petroleum
Group Contact
Information:

2305 L and A Road, Metairie, LA 70001 (504) 367-5586

PURCHASER: Jefferson Parish Transit Administration

WORK TO BE
PERFORMED AT: Jefferson Parish Transit

CONTACT NAME: Doris Abraham
ADDRESS: 21 Westbank Expressway
CITY, STATE ZIP: Grtna, La. 70053
PHONE NUMBER: 504-364-2678
CELL PHONE 1:
CELL PHONE 2:
EMAIL: dabraham@jeffparish.net
JF ACCOUNT #: 2983
SALES REP: Calvin Moorman

ADDRESS: 90 First Ave.

CITY, STATE, ZIP: Gretna, La. 70053

REFINER SITE ID:

LDEQ SITE ID:

Program Terms: 50% Deposit / NET 7-Days

JF Petroleum Group (hereinafter "Seller") agrees to furnish the materials and if requested labor to complete the work described below and incorporated herein by reference, subject to the general terms and conditions described below, in this agreement:

QTY	DESCRIPTION	MFG P/N	UNIT PRICE	EXTENSION
1	2" x 24" Fireflex Swivel end	FF20x24hmxms	\$342.00	\$342.00
		Sub Total Flex Connectors		342.00
1	Morrison 2"nipple check valve	530-0300	\$252.57	\$252.57
		Sub Total Tank Hardware		252.57

PROJECT NOTES:

PRICING NOTICE - PROPOSAL PROVIDED FOR ESTIMATE PURPOSES ONLY, PRICES MUST BE VALIDATED AT THE TIME OF EXECUTION.

We will remove the new pump. Remove the flex connector and install a new flex connector and 2" nipple check valve.
Reinstall the new pump and test the system.
Note: This quote does not included any other repairs on the suction line going back to the tank.

Quote is valid for 20 days.

SUB TOTAL MATERIALS	\$594.57
SUB TOTAL LABOR	\$3,700.43
SALES TAX RATE:	0.000% Tax Exempt
TOTAL	\$4,295.00

A credit application and review will be required for all customers that do not have a established account with JF Petroleum Group. The credit review must be completed prior to the order of any capital equipment as part of this agreement. Failure to complete and submit the documents will delay the order and delivery of equipment or goods. A copy of the credit application is attached to this agreement.

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF *Four Thousand Two Hundred Ninety Five ** DOLLARS and 00/100 (\$, - the "Agreement Price").**

FINANCING PAYMENT SCHEDULE:

Financing available from

EQUIPMENT, FREIGHT, INSTALLATION and APPLICABLE TAXES:

\$4,295.00

STANDARD PAYMENT SCHEDULE:

DEPOSIT PAYMENT DUE UPON SIGNING: \$1,073.75 25.00%

DEPOSITS ARE APPLIED TO INDIVIDUAL INVOICES BASED ON THE INVOICE AMOUNT IN RELATIONSHIP TO THE TOTAL PROJECT AMOUNT.

FACILITY EQUIPMENT: \$594.57

Gilbarco Veeder Root equipment will be invoiced upon shipment from Gilbarco Veeder Root. Invoice due and payable 7 days from invoice date without retainage. All other material is subject to invoice and shall be due and payable within 30 days upon receipt of such invoice and subject to payment in full without retainage.

INSTALLATION LABOR: \$3,700.43

Installation labor and materials due upon completion. Change Orders and additional charges billed upon completion and shall be due and payable upon receipt of such invoice.

APPLICABLE SALES TAX: \$0.00

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in Metairie, Jefferson Parish, Louisiana to Rittiner Equipment Company, LLC., dba JF Petroleum Group, P.O. Box 676246, Dallas, Texas 75267-6246. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

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d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired.

On the occurrence of any such event of default, and at any time thereafter, Seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of the same and exercise any and all the rights and remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller.

e. **Bill & Hold Arrangement** - Bill & Hold is a service offering by JF Petroleum Group will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF Petroleum Group will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. Temporary storage of dispensers will be subject to a storage fee of \$ 90 per dispenser per month once dispensers remain in storage beyond 90 days from receipt in to warehouse. The products will be invoiced to the customer on the previously agreed upon date as stated in the original quote/sales order and title/ownership of the products will transfer to the customer at invoicing. Payment terms will not be altered or extended in connection with a Bill & Hold arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF Petroleum Group will have no entitlement to the products in Bill & Hold.

f. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. **MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES**, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, **SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.**

b. To the extent allowed by law Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

c. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and Purchaser shall at all times provide adequate ballast.

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

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e. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or its representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releases") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releases arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. RECORD KEEPING: Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN Jefferson Parish, Louisiana. All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Louisiana, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein in this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read and are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to do the work as specified. Payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES. This agreement is subject to revision and may not be the final project cost. Additions or deletions as defined by the owner will reflect the final project cost.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUPS'S SIGNATURE BELOW.

ACCEPTED FOR: RITTNER EQUIPMENT COMPANY, LLC., DBA JF PETROLEUM GROUP

SIGNATURE: By: Calvin Moorman
Title: Sales Representative

PRINT NAME	Calvin Moorman
DATE	5/31/2024

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ACCEPTED FOR: _____ (Company Name)

SIGNATURE _____

TITLE _____

PHONE _____

ADDRESS _____

CITY _____

STATE _____

PRINT NAME _____

DATE _____

EMAIL _____

ZIP CODE _____