



901 S. Labarre Rd., Metairie LA 70001
Tel: 504-264-0086 Fax:

Quote Number - DH17-012

2/3/2017

Lafayette Parish School System

113 Chaplin Dr.
Lafayette, Louisiana 70508

Dear Lafayette Parish School System,

We are excited to present this proposal to you to meet your material handling needs. Your investment in equipment designed and manufactured by Crown will be supported by the most comprehensive worldwide customer support network in the industry.

Our customers place extraordinary value on our lift trucks because of our exceptional product design and our Integrated Manufacturing approach. We design and manufacture up to 85 percent of our lift truck components, including motors, drive units and electronic modules. This level of control delivers unsurpassed quality and reliability to our customers.

Crown has a dedicated team of professionals committed to putting your needs first. We are always ready to serve you by offering more than 300 dealer locations throughout the world. At Crown, we offer the lowest total cost of ownership with the greatest value.

Thank you for giving us the opportunity to present this proposal to you. We look forward to adding your company to our growing list of business partners.

Sincerely,

Derek Houtz
Account Rep.

ENCLOSURES

RC SERIES

OUTSTANDING
VERSATILITY

The Crown RC 5500 delivers best-in-class comfort, visibility, ergonomics and reliability. This industry leader works in a wide array of applications, due to its 100% rear traveling visibility, low step height and innovative, adjustable suspension system. Getting on and off this truck has never been so easy or looked so good.

Discover how the RC can give your business the advantage:



**FlexRide
Suspension**



An innovative suspension system with unbeaten shock & vibration protection that's completely adjustable by operator size.

e-GEN® Braking



Practically eliminate maintenance costs with Crown's frictionless e-GEN braking system that extends operating time and delivers long lasting reliability.

**Intrinsic
Stability System**



This proactive approach to stability is built into the RC Series – unlike extensive competitive systems that react to unstable conditions.

**Access 1 2 3®
Control System**



A comprehensive control system enables safe, reliable truck performance with the most thorough and consistent diagnostics built into every truck.

**Superior
Visibility**



From the sloped and sculpted power unit, to the wide mast window, this truck offers industry leading visibility which is second to none.

Let the versatile **ADVANTAGES** of the **Crown RC 5500 Series** give you outstanding levels of productivity.

Contact your local Crown dealer or visit crown.com.



RC5545-40 4,000# Capacity, 36 Volt - AC Hydraulics

FEATURES AND OPTIONS

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Custom Built Truck for Lafayette Parish School System

Mast (RC)	- Full Freelifft Triple LH 190.0" FLH 32.2" OAH-C 83.3" OAH-EX 238.0"
Carriage	- 38" Wide Class II
Sideshifter	- Crown Integral 38" Wide
Forks	- Standard Length 48" Width 4" Thick 1.75"
Battery Dimensions	- Code E1 - 38.56" x 20.24" x 31.00"
Battery Connector	- SB350 Gray
Auxiliary Hydraulics	- Single Function - Low Pressure
Overhead Guard Height	- 86.5" High - Lowered
Overhead Guard Configuration	- Drive-In Rack - 28.8" Wide
Load-Backrest	- 39" Wide x 48" High
Tilt Restriction	- 5 Deg Forward Tilt
Steering	- Forward
Steering Tiller	- Steer Tiller with 4-1/8" Radius
Drive Tires	- Poly - Diagonal Siped - Non-Marking
Steer Tires	- Poly Diagonal Siped - Non-Marking
Floorboard	- FlexRide Suspension Floorboard
Conditioning	- Freezer with 50% Freezer Oil
Travel Alarm	- Smart Alarm - Both Directions (Forward / Reverse)
Key Switch	- Standard
Warning Device Light	- Strobe - Amber
Strobe Light Shield	- Full
Paint	- Crown Beige/Gray
Fire Extinguisher	- Fire Extinguisher
Work Assist Tube	- Accessory Tube
Language	- U.S. English
Warranty	- Standard - One Year/Unlimited Hours

Additional Options Included

Debris Guard - Drive Axle

RC5545-40 4,000# Capacity, 36 Volt - AC Hydraulics

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Battery And Charger Specifications

EnerSys HUP Battery

Model:	18-85P-17
Amp Hour Capacity:	680
Voltage:	36 Volts
Battery Weight:	1962

V-Force HFE Conventional (3 phase 208/240V) Charger

Model:	FS3-MP136-2 (Three Phase)
8 Hr Capacity: Amp Hour Capacity	750
Line Voltage:	208 Volts
Phase:	Three

RC5545-40 4,000# Capacity, 36 Volt - AC Hydraulics

PURCHASE PLAN

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Lafayette Parish School System Truck Price:

	Price Each	Extended
(1) RC5545-40	\$ 36,076.00	\$ 36,076.00
(1) Batteries	\$ 6,002.22	\$ 6,002.22
(1) Chargers	\$ 1,833.33	\$ 1,833.33

Total Package Price:

\$ 43,911.55

Lead Time:

20 Weeks

Subject to acceptance by buyer and seller within 30 days from the date hereof and only in accordance with the terms and conditions printed which form a part of this quotation.

Prices quoted are based upon quantities specified above. If Lafayette Parish School System cannot accept merchandise at the time of shipment from our supplier, Lafayette Parish School System will be invoiced and normal terms will apply.

Crown

Derek Houtz
Account Rep.

Above prices are subject to all state and local taxes. All orders are subject to acceptance by Crown. Estimated Delivery Date: FOB: Delivered

Thank You. We hope we can be of service to you.

Lafayette Parish School System

By _____

Title _____

Date _____

RC5545-40 4,000# Capacity, 36 Volt - AC Hydraulics

PLAN INFORMATION

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InfoLink Advantage Service Plan:

InfoLink service plan is a Crown hosted solution that provides essential fleet and operator management features. Operator authorization for equipment use, impact detection and alerts, along with real-time equipment status, provides measurable metrics for your operation. Easy to read dashboards allow you to focus on the items that need attention and dive deeper into detailed reports.

Incorporated Agreements - Master Software Agreement (Signature Required) and Schedule 1: Support Schedule and Schedule 2: Hosting Schedule and Schedule 3: InfoLink Module Support Schedule

Notes:

- All applicable sales tax, to be added to invoice
- Service Plan includes InfoLink module, harness, sensors, access to software, installation, training, strobe/alarm option, hardware service plan option & proximity reader option unless notes above
- InfoLink operates on 802.11b/g network and can link with existing access points.
- Quote does not include proximity cards
- Quote valid for 90 days
- Quote in USD

Monthly Contract Cost: \$69
Total Contract Cost: \$4,140

Based on Truck InfoLink Ready

Options:

With Alarm/Strobe
With Hardware Agreement
With Proximity Meter
1 Battery Health Module and 1 Bluetooth Dongle * Optional \$ 16
Additional Battery Health Modules per additional battery Optional \$ 9

Infotlink modules can be installed on electric and gas forklifts, non-Crown lift trucks, other types of vehicles, and even stationary equipment.

Signature: _____
(SIGNATURE OF AUTHORIZED Lafayette Parish School System REPRESENTATIVE REQUIRED)

Print Name: _____

Title: _____

Date: _____



Crown Equipment Corporation

New Bremen, OH 45869 USA

Tel 419-629-2311

Fax 419-629-3796

crown.co m

WARRANTY

Crown Equipment Corporation ("Crown") warrants to and for the sole benefit of the original purchaser of material handling equipment sold by Crown, that such equipment is free from defects in material and workmanship under normal and proper use, operation and maintenance. This warranty shall for a period of one (1) year after delivery of the equipment to the original purchaser with respect to:

- Motors (except brushes), Motor Driven Pumps and Valves
- SCR Solid State Components, Sequence Control Cards, Contactors (except contact tips and switches)
- Truck Frames, Masts, Carriages, Castings and Drive Unit Gears and Bearings

The above warranty will remain in effect with respect to all other parts (including brushes, contactor tips, and switches) for a period of ninety (90) days after such delivery.

Crown shall provide both the labor and the parts required to repair or at Crown's option, Crown shall replace any part of the equipment which upon examination by Crown is determined by Crown to have been defective during the applicable warranty period.

Notice of any claimed defect must be promptly given by the original purchaser to Crown or to an authorized Crown dealer, and the claimed defective part promptly returned to Crown in New Bremen, Ohio, with transportation charges prepaid.

Crown does not warrant and this warranty does not apply to batteries, chargers, tires or other trade accessories or attachments not manufactured by Crown which are incorporated in or delivered with the equipment and which are warranted by their respective manufacturers. Damage or defects from overloading or other misuse, negligence, abuse, accident, failure to follow instructions, or from other causes having an origin other than in the manufacture of the equipment are not within the scope of this warranty. Crown reserves the right to make changes and improvements in the design and construction of its equipment without thereby being obligated to make corresponding changes and improvements in previously manufactured equipment.

The term "original purchaser" as used in this warranty means the customer to whom the equipment was first delivered for use.

The warranty set forth herein is the complete and entire warranty made by Crown, and there are no other warranties, expressed or implied, whether of merchantability, fitness for particular purpose, or otherwise, made by Crown. No person is authorized to make any other or additional warranty on behalf of Crown. The right to repair or replacement, as set forth herein, is the sole and exclusive remedy for breach of the above warranty, and Crown shall not be liable for any damages, whether direct, incidental, consequential or otherwise, occasioned by any breach of this warranty, or for any charges or expenses of any nature incurred without Crown's consent, even though Crown has been negligent. In no event shall Crown's liability under any claim exceed the purchase price of the equipment in respect of which damages are claimed.

Crown, and the Crown logo are trademarks of Crown Equipment Corporation

TERMS AND CONDITIONS OF SALE

1. **OSHA Regulations.** Employers of operators of lift trucks are required to follow applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon request.
2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
3. **General.** The terms and conditions on both sides of this form shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Crown shall not be bound by Buyer's Terms and Conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions by Buyer, either acceptance of or payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions.
4. **Price.** Prices as quoted are in U.S. dollars and are firm for thirty (30) days from the date of Crown's Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. Carrier's equipment at our factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
5. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
6. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
7. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
8. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
9. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery. Returns will not be accepted for any reason without Crown's prior written authorization.
10. **Warranty by Crown.** Crown's standard published warranties in effect at the time of shipment for the particular equipment shall apply. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
11. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations under this agreement, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS UNDER THE AGREEMENT, WHETHER THE CLAIM IS MADE IN TORT, CONTRACT, OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. Any cause of action against Crown arising out of this agreement must be brought within one year after the cause of action has accrued.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THE SALES AGREEMENT WITH BUYER, OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE THEREOF.
12. **Patent, Trademark or Copyright Infringement.** Crown warrants that the equipment purchased hereunder shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided, however, that where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer, Buyer shall indemnify Crown against and save harmless Crown from all loss, damage, and expense arising out of any suit or claim against Crown for infringement of any patent, trademark, or copyright because of Crown's manufacture of such equipment or because of the use or sale of such equipment by any person. At Crown's option, upon receipt from Crown of written notice of any such suit or claim, Buyer shall appear in and assume the defense of the litigation.
13. **Proprietary Information-Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
14. **Termination.** Crown may terminate this agreement upon immediate written notice to Buyer

on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part contained in this agreement or to perform any of its obligations under this agreement, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, whether or not accepted by Crown, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
15. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
16. **Government Contract Conditions.** If Buyer's purchase order contains a U.S. government

contract number and orders products to be used in the performance of the contract, those clauses of applicable U.S. government procurement regulations mandatorily required by federal statute to be included in U.S. government subcontracts shall be incorporated herein by reference.
17. **Modifications.** In the event Buyer modifies the equipment sold hereunder without the

express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses incurred thereby, whether in contract, tort, or otherwise resulting from such failure.
18. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. This agreement shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. This agreement supersedes all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Buyer unless Buyer agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.
19. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.