



- 1519 W. Belt Line Rd., Carrollton, Texas 75006
- 1350 N.E. Loop 820, Fort Worth, Texas 76106
- 1042 S.E. Loop 410, San Antonio, Texas 78220
- 2116 E. Loop 281, Longview, Texas 75605
- 312 Park Street, Mercedes, Texas 78570
- 1150 West Old Settlers Blvd., Round Rock, Texas 78681
- 1 Mile West of I-45 on FM 164, Buffalo, Texas 75831
- 8450 Breen, Houston, Texas 77064
- 1610 N. Padre Island Drive, Corpus Christi, Texas 78408

CUSTOMER EQUIPMENT ORDER

Date: _____

INVOICE TO	NAME		Customer No.	
	Address			
	City	County	State	Zip

SHIP TO	Name			
	Address			
	City	County	State	Zip
	Job Name			Job No.

CUSTOMER ORDER NO.	OUR ORDER NO.	F.O.B.	DATE SHIPPED	VIA	PREPD.	COL	TERMS
--------------------	---------------	--------	--------------	-----	--------	-----	-------

By this order, the undersigned customer requests ROMCO Equipment Co., the Company, to ship as specified above, the following equipment:

QUANTITY	MACHINE AND MODEL	RENTAL RATE	UNIT PRICE	EXTENSION

DESCRIBE TRADE-IN: N/A	SUBTOTAL	
	FREIGHT	
SPECIAL TERMS ON TRANSACTION: Hurricane Season June - November 2021 Standby Rate: Unit(s) reside at Nueces County: 1 @ McKenzie Annex; 2 @ NC Jail & Court House - Two parallel capable machines, one standard 480 volt, 3 phase; 1565kVA Customer responsible for laying /rolling up cable and electrical connection Deployment Rate = Unlimited Hours Freight Includes Delivery and Return; NC responsible for fuel. Preventive maintenance \$3,235 per generator every 250 hours Cables are 400 amp capacity, 5 phases would be required, 21 cables per machine per 50' or 42 per 100'. *BuyBoard(Cooperative Rental Rate Contract No. 597-19) Replacement / Insurance value in total \$1,076,550	TRADE-IN ALLOWANCE	(N/A)
	HEIT TAX	
	DIESEL EQUIPMENT SURCHARGE	
	SALES TAX	
	NET PRICE	

CUSTOMER IS ORDERING THIS EQUIPMENT UNDER CONDITIONS CHECKED BELOW:

- Cash
 Note & Security Agreement
 Rental
 Lease
 With Purchase Option

LEASE OR RENTAL: Customer agrees to pay Company rental ~~single~~ ^{Standby} shift operation at the rate of \$ _____
 per _____ plus applicable sales tax for a minimum period of _____
 months, commencing _____.

RENTAL RATES ARE FOR NORMAL AND REASONABLE USE (UP TO 8 HOURS PER DAY, 40 HOURS PER WEEK, OR 176 HOURS PER MONTH/4 WEEK PERIOD) AND WILL BE INCREASED PROPORTIONATELY FOR ANY GREATER USE. IF CUSTOMER HAS PURCHASE OPTION, IT MAY BE EXERCISED AT ANY TIME DURING TERM SO LONG AS CUSTOMER IS NOT IN DEFAULT, FOR CASH OR ON TERMS ACCETABLE TO COMPANY. REPAIR COSTS (EXCLUDING WARRANTY) PAID BY COMPANY DURING THE PERIOD OF LEASE OR RENTAL WILL BE ADDED TO THE PURCHASE OPTION PRICE OF THE UNIT SHOWN ABOVE UPON EXERCISE OF OPTION.

THIS ORDER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF WHICH CUSTOMER DECLARES HE HAS READ AND UNDERSTANDS. SUCH TERMS AND CONDITIONS INCLUDE AN EXPRESS DISCLAIMER OF CERTAIN WARRANTIES AND LIABILITIES.

Accepted for ROMCO Equipment Co.

Customer: _____

In Dallas County, Texas on _____ 20_____

Signed By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Revised 5/17/06

Salesman: _____

TERMS AND CONDITIONS

(Please Read Carefully)

This order is subject to the following definitions, terms and conditions which shall apply with equal force and effect whether this order involves a SALE or RENTAL of equipment.

1. The Company reserves the right to accept or reject this order by its authorized agent at its principal office in Dallas County, Texas, and shall not be required to give any reason for non-acceptance. In the event of such rejection, Company will not be responsible or liable to customer in any manner whatsoever.
2. This order when accepted in writing by Company shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of Company whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Company from any responsibility or liability to the customer under the terms hereof.
3. The Company's responsibility to customer for shipment ceases upon delivery to transportation company and any claim for shortages, delays or damages occurring after such delivery shall be made by the customer direct to the transportation company. Any claims by customer for shortages in shipment shall be made within three days after receipt of shipment.
4. The Company shall not be responsible or liable for any damages, whether on account of personal injuries, death, or otherwise suffered or sustained in the operation of said machinery, nor for any damages resulting to the customer by reason of delays of any failure or alleged failure of said machine to operate. The term "damages" as used herein shall include, but is not limited to, consequential damages, including lost profits. Customer shall hold Company harmless from any claim, demand, action, or proceeding related to such damages.
5. Customer agrees on demand to execute and deliver to Company such notes and such additional forms and documents (such as Bill of Sale, Security Agreement, Lease and Rental Agreement, Financial Statement, Request for Information, and Request for Statement of Account and List of Collateral) as may be reasonably required by Company to consummate this ORDER when accepted. If payment in full for the equipment covered by this order shall not have been made within ten days of delivery, Seller may file a copy of this order as a Financing Statement to perfect Seller's Security Interest in said equipment, and Purchaser acknowledges that said equipment is being acquired by Purchaser (as Debtor) from Seller (as Secured Party), and that Seller retains a Security Interest therein in accordance with the terms and provisions of the Uniform Commercial Code.
6. Should Customer attempt to grant Company a Security Interest to secure the payment of all or any part of the Purchase Price, then any sale of equipment by Company herein intended shall be conditioned upon said Security Interest being perfected as a first and superior lien to any and all other Security Interests, liens, mortgages and encumbrances whatsoever.
7. Where terms agreed to are other than for cash settlement, Customer acknowledges that he was quoted a cash sale price and a time sale price, and has elected to make the purchase on a time sale basis.
8. All payments are due and payable to the office of Company in Dallas County, Texas or at the office of any assignee hereof in Dallas County, Texas, in lawful money of the United States, and will be subject to a late charge after maturity until paid computed at the highest legal contract rate of interest permissible in the State of Texas.
9. Customer agrees to sole responsibility for all loss or damage to equipment after delivery, and shall have the same insured in favor of Company against all hazards to the extend of the Market Value determined by Company, and shall furnish evidence of such insurance upon request of Company.
10. Customer acknowledges responsibility for all sales, use or similar taxes and except as included above, such taxes shall be added to the payments quoted, or in lieu thereof Customer shall provide Company with a tax exemption certification acceptable to the taxing authorities.
11. This order, when accepted by the Company, shall constitute the entire agreement of the parties, and Customer agrees that Company is not bound by any representations, promises or agreements made by any officer, agent or employee of Company relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both parties hereto.
12. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.