

## QUOTATION

To:  
Mt Olive Correctional Center  
One Mountainside Way  
Mt Olive, WV 25185  
Attention: Chad Taylor



Date: 8/1/2024  
Quote #: FB 00075  
Salesperson: Danny Linkous

C & B Material Handling, LLC  
2070 Winfield Road  
St. Albans, WV 25177

## NEW BOBCAT FORKLIFT BC25S-7

Base Capacity: 5,000 lb

### Standard Features

36 Volt  
AC Controller & Motors  
Microprocessor Control  
Power Steering  
Tilt Steering Wheel  
Forward and Backward Switch on Lift Lever  
Emergency Stop Switch  
(Note: Standard chassis does not include battery or charger)  
USB and 12V Power Supply

### Options Included In This Proposal

<b>UL Rating</b>	UL Rated Type EE
<b>Battery Compartment</b>	40.0"W x 30.5"L x 21.4"H
<b>Battery Connector</b>	Type 350 SB - Gray - 36V
<b>Brakes</b>	Oil-Cooled Disc Brakes
<b>Tires</b>	Narrow - Smooth Drive / Smooth Steer
<b>Mast</b>	3-Stage Full Free Triple Wide View MFH 169" OAL 78" FFH 58"
<b>Tilt Cylinders</b>	6° Forward / 5° Back
<b>Sideshifter</b>	Hang-On 38" Wide - Class II
<b>Carriage</b>	Hook Type 38" Wide - Class II
<b>Forks</b>	Hook Type - Pallet - 1.6" x 4" x 41"
<b>Load Backrest</b>	39.3" Wide x 47" High
<b>Overhead Guard</b>	83" Lowered OHG
<b>Hydraulic Lines</b>	3-Way For Sideshifter
<b>Hydraulic Control Valve</b>	3 Section with 3 Levers with Direction Control Switch
<b>Mirrors</b>	Large Rear View Mirrors
<b>Seat</b>	Cloth Suspension Seat
<b>Grab Bar</b>	Rear Grab Bar with Horn Button
<b>Warning Lights</b>	Strobe - Amber - Mounted Below OHG
<b>Warning Device</b>	Back-Up Alarm
<b>Front Work Lights</b>	(2) Front Flood Lights - LED
<b>Rear Work Lights</b>	(1) Rear Flood Light - LED
<b>Warranty</b>	Bobcat Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour



DC/DC Voltage Converter  
Guardian Stability System  
Seat Belt Interlock  
Steering Wheel Knob

**Hawker Power Line Industrial Battery**

18-85F-25; 36V; 38.27" x 29.15" x 22.69"; 2,898lbs; 6 Year Warranty (5 years full, 1 year prorated)

**Hawker PTO 3 Charger**

Electrical connection: 208/220/240Volt / 3 Phase; 36V; 37 nominal amp draw

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**Quote Price:**

<b>Quantity (1) :</b>	<b>\$ 44,281.00*</b>
<b>Grand Total:</b>	<b>\$ 44,281.00</b>

**TERMS FOR ACCEPTANCE OF PROPOSAL AND ATTACHMENTS**

Terms: Net 15 Days

This Quote does not include sales tax if applicable

FOB: Delivered

Estimated DOD : Will Advise

**ACCEPTANCE AS CONTRACT OF SALE**

**Acceptance:**

Mt Olive Correctional Center  
Chad Taylor

**Authorized Dealer:**

C & B Material Handling, LLC  
Frankie Ball

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Sales Representative

Date: \_\_\_\_\_

PO No.: \_\_\_\_\_

This transaction will be governed by the attached terms and conditions of sale, which are also available on our website at <https://cbmaterialhandling.com/>

## C & B Material Handling, LLC - Terms and Conditions of Sale

**Applicability.** These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by C & B Material Handling, LLC ("Seller") to the buyer named on the reverse side of these Terms ("Buyer"). The accompanying quotation (the "Sales Confirmation" and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

**Delivery.** The goods will be delivered within a commercially reasonable time after the execution of this Sales Confirmation, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. Seller shall deliver the Goods to Buyer at one of Seller's stores or, if agreed to by the parties in writing, the Buyer location listed on the Sales Confirmation (the "Delivery Point"). Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Regardless of Delivery Point, Buyer shall be responsible for all applicable shipping and loading charges, including insurance, to complete delivery of the Goods, and shall provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

**Price.** Buyer shall purchase the Goods from Seller at the applicable price or prices set forth in the Sales Confirmation (the "Prices"). All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

**Payment Terms.** Buyer shall pay all invoiced amounts due to Seller upon execution of the Sales Confirmation unless otherwise agreed to in writing by the parties. Buyer shall make all payments hereunder by wire transfer, credit card or check and in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under South Dakota law.

**Assumption of Risk, Waiver of Subrogation & Indemnification: BUYER ASSUMES THE RISK OF ANY AND ALL DAMAGE OR INJURY TO PERSONS OR PROPERTY OF ANY KIND OR NATURE, INCLUDING WRONGFUL DEATH, CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE GOODS ONCE IN THE POSSESSION OF THE BUYER. BUYER, FOR ITSELF AND ITS INSURANCE CARRIERS, WAIVES ANY AND ALL RIGHTS OF SUBROGATION AGAINST SELLER. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AGAINST ANY AND ALL LOSSES AND DAMAGES OF WHATEVER KIND INCURRED BY SELLER, INCLUDING ATTORNEYS' FEES, RELATING TO ANY CLAIM OF A THIRD PARTY OR SELLER ARISING OUT OF OR OCCURRING IN CONNECTION WITH BUYER'S USE OF GOODS OR NEGLIGENCE.**

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**Compliance with Law.** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**Miscellaneous.** SELLER IS NOT A FEDERAL GOVERNMENT CONTRACTOR OR SUBCONTRACTOR. SELLER CANNOT ACCEPT OR AGREE TO ANY TERMS OR CONDITIONS THAT WOULD IMPOSE SUCH STATUS ON IT. ACCORDINGLY, THE PARTIES AGREE AND REPRESENT THAT THE GOODS SELLER WILL PROVIDE HEREUNDER ARE NOT, IN WHOLE OR IN PART, FOR USE IN, OR NECESSARY TO, THE PERFORMANCE OF A FEDERAL GOVERNMENT CONTRACT OR SUBCONTRACT. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of South Dakota. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of South Dakota in each case located in the City of Sioux Falls and County of Minnehaha, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to law and enforced as amended. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller.