

Division of THC Enterprises, Inc.

Easton, MD \* Baltimore, MD \* Chesapeake, VA Chester, PA \* Clinton, MD \* Cheswick, PA \* Salem, VA

Phone 800-338-7274 Fax 410-820-9916 Visit us on the web! www.mawaste.com

VSA 2022 Marathon Stationary's

**SOLD TO** 



# **PROPOSAL**

RSSQ37712

Remittance Address for Deposits:

10641 Cordova Road Easton, MD 21601

SHIP TO

Virginia Sheriffs Association

Quote #: F
Account:

Terms:

Date: 07/05/22

Sales Rep Fred Seitz

| QTY    | DESCRIPTION   | UNIT PRICE  | EXT PRICE   |
|--------|---|-------------|-------------|
| 1.00   | Marathon RJ-225 Stationary 2 Yard Compactor RH Side-Mounted Power Pack (3/60 - 208/230/460 Volt) with Weather Cover 10 HP submergerd Power Unit Push Button Control Station (Keylock Start, Stop, Reverse) Mounted on 13' Sealtite Ratchets with Grab Claws External Reset Button In Panel Box Face UL Listed Paint of Standard Color   | \$26,749.00 | \$26,749.00 |
| 1.00   | Marathon RJ-275 Stationary 2.5 Yard Compactor RH Side-Mounted Power Pack (3/60 - 208/230/460 Volt) with Weather Cover 10 HP submergerd Power Unit Push Button Control Station (Keylock Start, Stop, Reverse) Mounted on 13' Sealtite Ratchets with Grab Claws External Reset Button In Panel Box Face UL Listed Paint of Standard Color | \$32,672.00 | \$32,672.00 |
| 1.00   | Marathon RJ-325 Stationary 3 Yard Compactor RH Side-Mounted Power Pack (3/60 - 208/230/460 Volt) with Weather Cover 15 HP submergerd Power Unit Push Button Control Station (Keylock Start, Stop, Reverse) Mounted on 13' Sealtite Ratchets with Grab Claws External Reset Button In Panel Box Face UL Listed Paint of Standard Color   | \$33,954.00 | \$33,954.00 |
| 1.00   | Marathon RJ-450 Stationary 4 Yard Compactor RH Side-Mounted Power Pack (3/60 - 208/230/460 Volt) with Weather Cover 15 HP submergerd Power Unit Push Button Control Station (Keylock Start, Stop, Reverse) Mounted on 13' Sealtite Ratchets with Grab Claws External Reset Button In Panel Box Face UL Listed Paint of Standard Color   | \$33,954.00 | \$33,954.00 |
| 1.00   | Marathon RJ-500 Stationary 5 Yard Compactor RH Side-Mounted Power Pack (3/60 - 208/230/460 Volt) with Weather Cover 15 HP submergerd Power Unit Push Button Control Station (Keylock Start, Stop, Reverse) Mounted on 13' Sealtite Ratchets with Grab Claws External Reset Button In Panel Box Face UL Listed Paint of Standard Color   | \$37,151.00 | \$37,151.00 |
| 1.00   | Marathon RJ-550 Stationary 5.5 Yard Compactor<br>RH Side-Mounted Power Pack (3/60 - 208/230/460 Volt) with Weather Cover<br>15 HP submergerd Power Unit<br>Push Button Control Station (Keylock Start, Stop, Reverse) Mounted on 13' Sealtite   | \$46,305.00 | \$46,305.00 |
| 1 of 3 |   | Doc#        | RSS037712   |

| QTY  | DESCRIPTION  | UNIT PRICE   | EXT PRICE    |
|------|--|--------------|--------------|
|      | Ratchets with Grab Claws External Reset Button In Panel Box Face UL Listed Paint of Standard Color   |              |              |
| 1.00 | Marathon RJ-575HD Stationary 5.5 Yard Compactor RH Side-Mounted Power Pack (3/60 - 208/230/460 Volt) with Weather Cover 30 HP submergerd Power Unit Push Button Control Station (Keylock Start, Stop, Reverse) Mounted on 13' Sealtite Ratchets with Grab Claws External Reset Button In Panel Box Face UL Listed Paint of Standard Color  | \$74,003.00  | \$74,003.00  |
| 1.00 | Marathon RJ-575 HD/PC (30 HP) 5 Yard Compactor with PreCrusher Gate Tongue & Groove Floor Remote Power Pack (3/60 - 230/460 Volt) with Weather Cover & 10' Wire Braid Hoses Push Button Control Station (Keylock Start, Stop, Reverse) Mounted on 13' Sealtite Ratchets with Grab Claws External Reset Button In Panel Box Face Driver Switch UL Listed Panel Box Only Paint of Standard Color | \$120,813.00 | \$120,813.00 |
| 1.00 | Freight  |              |              |
| 1.00 |  |              |              |
| 1.00 |  |              |              |

 Subtotal
 \$405,601.00

 Federal Excise Tax
 \$0.00

 Sales Tax
 \$0.00

 TOTAL\*
 \$405,601.00

\*Total does not include optional items

F.E.T will be charged on all applicable items unless current F.E.T Exemption form is on file.

Any cancellation or modification of order will result in a 20% restocking charge to Buyer.



# TERMS AND CONDITIONS

#### 1. General

No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

#### 2. Price and Payment

\*\*Payments Accepted: Cash, Checks, ACH & Wires. Credit Card payments above \$5,000 will incur a 3% fee.

- (a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.
- (b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.
- (c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

#### 3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and

# 4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

## Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

# Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

## 7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

| will result in a 20% restocking charge to Buye  | r.   |                     |
|---|--|---------------------|
| ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL  | OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.  | FINANCING AVAILABLE |
|   | a sales order if signed by customer. Your order will be processed as written! No<br>ailable, subject to credit approval. I have read and understand the terms and co |                     |
| X Customer Approval to Process Order Thank you for the opportunity to earn your business! | Sales Tax Status - PLEASE INITIAL Date  MUST SELECT TO PROCESS ORDER   |                     |

Doc # Date