L.N. CURTIS & SONS STANDARD TERMS & CONDITIONS OF SALES
INCORPORATED COUNTY OF LOS ALAMOS AGREEMENT REFERENCE NO. AGR26-872

1. TERMS & CONDITIONS OF SALE. These Standard Terms and Conditions of Sale ("Terms" or "Agreement") apply to (a) the goods that are the subject of a sale ("Products") from L.N. Curtis and Sons ("Curtis") to Buyer ("Incorporated County of Los Alamos" or "County") collectively ("parties") (b) the services sold by Curtis to Buyer are referred to as the "Services," and (c) items of tangible property on which Curtis performs Services or that result from Services are referred to as the "Service Items." If any irreconcilable conflict arises between these Terms and any terms from an applicable Curtis' quotation or order acknowledgement, these Terms and conditions prevail. These Terms shall be effective for all purposes beginning on April 8, 2026 ("Effective Date").

2. ACCEPTANCE. Curtis' acceptance of a purchase order, to purchase Products and Services outlined in Quotation No. 372927, attached hereto as Exhibit A and made a part hereof for all purposes, is expressly conditioned upon parties' assent, acceptance and agreement to the Terms, evidenced by parties' authorized representative's signatures on these Terms. No modification, alteration, addition or change to these Terms shall be valid or enforceable unless expressly agreed to in writing by an authorized officer of parties. These Terms supersede all previous communications, representations or agreements either oral or written between Buyer and Curtis with respect to the Products or Services. Failure of Curtis to object to any terms or conditions which may be contained in any document or form of Buyer shall not be construed as a waiver of these conditions, nor as an acceptance of any such terms and conditions. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and that is signed by an authorized representative of Curtis and Buyer.

3. DELIVERY. Delivery dates are approximate. The failure to meet an indicated delivery date will not constitute a breach of these Terms. In no event shall Curtis be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), lost sales, or any other damages resulting from delay in delivery. If Curtis' production or delivery is delayed, Curtis may allocate production and delivery among its customers in a manner it deems reasonable. Curtis reserves the right to change or re-designate any product source listed in these Terms. ACCEPTANCE OF THE PRODUCTS AFTER INSPECTION, OR SERVICE ITEMS BY BUYER UPON DELIVERY SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELAY IN DELIVERY.

4. SHIPMENT AND RISK OF LOSS. All deliveries are F.O.B. the Curtis' facility or freight prepaid. Unless otherwise agreed in writing, Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. If Buyer desires to pick up the Products or Service Items at Curtis' facility, Buyer must contact Curtis to arrange a mutually convenient time for pick up. Curtis is responsible for the Products all the way until clear delivery, inspection and acceptance is made by the Buyer. Buyer is responsible to inspect the Product at the time of delivery and inform Curtis immediately if there are any issues. Curtis will be responsible for addressing and correcting any issues identified by Buyer at the time of delivery. Title to the Products and risk of loss to the Products and Service Items shall pass to the Buyer upon delivery

to Buyer's site and acceptance of the Buyer, whether freight prepaid or F.O.B., regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be borne by Curtis. Curtis shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and Curtis shall not assert such claims against Buyer or add to amounts owing to Curtis.

5. RELEASE OF PRODUCTS AND SERVICE ITEMS FOR SHIPMENT. Buyer hereby releases the Products or Service Items for shipment within one (1) day after issuance of a purchase order from Buyer to Curtis and Curtis acknowledges order to Buyer. After such 1-day period, Curtis may ship the Products or Service Items to Buyer without further notification.

6. DELAYS AND CANCELLATIONS BY BUYER. Buyer is entitled, without Curtis' prior written consent, to cancel or delay a delivery of the Products or Services for all or any part of a Buyer-issued purchase order within the Firm Order Period. "Firm Order Period" is defined as sixty (60) days following Buyer's issuance and Curtis' acceptance of a purchase order, to be issued to Curtis following the Effective Date of these Terms. Curtis may treat as a cancellation any delay proposed by Buyer greater than sixty (60) days, in which case Buyer agrees to pay a reasonable cancellation or delay charge in an amount to be determined by parties based on actual costs or losses incurred by Curtis and demonstrated in writing to County, which shall not include excessive or punitive penalties, to reflect all applicable Delay/Cancellation Costs from the original request date until the time of delivery or performance. In the case of cancellation, the proposed cancelation charges may be negotiated by the parties. If Curtis' work on Buyer's purchase order requires material from Buyer, or a third-party selected by Buyer, and Curtis does not timely receive said material that strictly conforms to Curtis' requirements, Curtis may delay performance of or cancel the order without liability, and Buyer agrees to compensate Curtis for Delay/Cancellation Costs, as described above, which may be negotiated by the parties and may include costs incurred and time expended working on non-conforming material. "Delay/Cancellation Costs" may be negotiated by parties, must be substantiated by Curtis in writing and may also include all labor, materials, and allocated administrative costs, restocking charges, surcharges levied on material by outside suppliers, sub-vendor cancellation charges, scrapping and disposal fees, and other costs and charges incurred directly by Curtis in connection with Buyer's delay or cancellation of an order for the Products or Services.

7. SPECIFICATIONS. The material specifications, quality requirements, or any other aspect of the Products and the Service Items defined in Exhibit A or their manufacture (the "Product Specifications") are governed by these Terms.

8. GOVERNMENT CONTRACTS. Buyer hereby notifies Curtis that it is a government agency and the parties shall comply with all laws and regulations applicable to the procurement of the Products, Service Items or Services defined herein, including but not limited to applicable provisions of the New Mexico Uniform Commercial Code.

9. PURCHASE PRICE. The purchase price of the Products or Services shall be as stated in Exhibit A and paid in United States Dollars. Unless agreed to by Curtis in writing, the purchase price does not include shipment costs or any other costs specifically excluded in these Terms. If the

Products or Service Items are shipped freight prepaid, the charge for freight shall be added to the invoice(s). Prices are based on and assume Buyer's compliance with all of these Terms.

10. PAYMENT TERMS. Payment terms are net 30 days from invoice date for any undisputed amounts with no discounts or retention of any kind or sort allowed, unless otherwise stated on Exhibit A or offered to Buyer by Curtis.

11. SHIPPING WEIGHT. All weights offered, shown or calculated with respect to the Products or Service Items, other than the actual shipping weights, are approximate estimated weights only. If sale terms are on a weight basis, Curtis' actual shipping weights are to govern the performance of these Terms. If such an approximate weight is offered, shown or calculated, Buyer shall nevertheless accept Curtis' shipping weights as the basis of full and complete delivery, and make payment therefor.

12. SURCHARGES; PRICE ADJUSTMENTS. Intentionally omitted.

13. TAXES. Prices do not include any taxes or other assessments. All taxes, duties, fees, assessments or other charges of any kind imposed by any federal, state, municipal or other governmental authority which Curtis is required to collect or pay with respect to the provision, production, sale or shipment of the Products or Services shall be the responsibility of Buyer. The taxes, duties, fees, assessments or other charges can change between the time you place an order and when your shipment is complete. The taxes, duties, fees, assessments or other charges calculated by Curtis when you place an order are displayed as an "Estimated Tax Total" and may be updated later when your order is finalized and completed. Buyer agrees to pay all such taxes and further agrees to reimburse Curtis for any such payments made by Curtis. If Buyer intends to purchase the product(s) and/or service(s) for resale, Buyer must produce and deliver to Curtis the documents required by the applicable and appropriate governmental authority at time of order placement.

14. FAILURE OF PAYMENT. If Buyer fails to make payment in full or in part when due Curtis shall have the right to: (a) immediately suspend performance and cancel the unfinished portion of the outstanding order specified in Exhibit A, (b) declare all unpaid amounts for the Products or Service Items delivered immediately due and payable, and (c) withhold further deliveries on Products stated in Exhibit A. If Curtis elects to proceed with the order after the suspension of performance, Curtis shall have an extension of time for performance as is necessitated by the suspension. Curtis shall have the right to enforce payment of the full purchase price, for Products or Service Items already delivered. Buyer shall reimburse Curtis for all costs of collection, including reasonable attorney's fees, incurred as a result of Buyer's failure to make payments when due.

15. BUYER'S FINANCIAL CONDITION. Intentionally omitted.

16. SETOFF. Intentionally omitted.

17. ACCORD AND SATISFACTION. Checks or payments, whether full or partial, received from

or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments, or regardless of other writings, statements or documents, shall be applied by Curtis against the amount owing by Buyer with full reservation of all Curtis' rights and without an accord and satisfaction of Buyer's liability.

18. LIMITED WARRANTY. UNLESS EXPRESSLY SET FORTH IN CURTIS' QUOTATION, ORDER ACKNOWLEDGEMENT OR SEPARATE WRITTEN AND SIGNED AGREEMENT, CURTIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHICH ARE EXPRESSLY DISCLAIMED. AT CURTIS' DISCRETION, BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE CONFORMANCE OF ANY PRODUCTS OR SERVICE ITEMS FURNISHED BY CURTIS UNDER THESE TERMS SHALL BE LIMITED TO EITHER: (a) REPLACEMENT OF SUCH PRODUCTS OR SERVICE ITEMS AT THE BUYERS DELIVERY POINT, OR (b) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF SUCH PRODUCTS OR SERVICE ITEMS UPON AUTHORIZED RETURN THEREOF. The employees and representatives of Curtis are not authorized to make any statement or representation as to the Products, Services, or Service Items inconsistent with these Terms and no such statements made will be binding upon Curtis or be grounds for any claim. For the avoidance of doubt, Products and Service Items manufactured in whole or in part by any party other than Curtis shall be subject exclusively to the warranty, if any, provided by the manufacturer of such Product or Service Item. Notwithstanding the foregoing, Curtis agrees to honor the manufacturer's warranty, attached hereto as Exhibit B and made a part hereof for all purposes.

19. NON-CONFORMING PRODUCTS AND SERVICE ITEMS. Except as may be allowed in Exhibit B, no claim for damages for nonconforming Products or Service Items will be allowed unless Buyer provides Curtis with written notice of the claim within thirty (30) days of the date the Products or Service Items were delivered to Buyer. To assert such a claim, Buyer must (a) at Curtis' request, return to Curtis all of the non-conforming Products or Service Items, and (b) provide reasonable evidence to support the claim, including, if requested by Curtis within 10 days after request by Curtis, results of diagnostic tests, evaluations and investigations performed by Buyer or Buyer's customer. Products or Service Items for which damages are claimed shall not be returned, repaired, or discarded without Curtis' prior written consent. If requested by Curtis, the nonconforming Products or Service Items must be returned to Curtis at Buyer's expense within thirty (30) days of Curtis' request, unless otherwise agreed upon in writing by parties. No claims, rejections or returns for non-conforming Products or Service Items will be permitted unless Buyer cooperates in full with Curtis' technical personnel to determine the cause of the non-conformance.

20. SHORTAGE OR DAMAGED OF PRODUCTS OR SERVICE ITEMS. Claims by Buyer with respect to shortage of invoiced Products or Service Items, or for damaged Products or Service Items, must be made to Curtis in writing no later than thirty (30) days from the date the Products or Service Items were delivered to Buyer. All claims must be in writing and must specify the reason(s) for the claim. CURTIS MUST BE GIVEN AN OPPORTUNITY TO INVESTIGATE THE CLAIM BEFORE BUYER DISPOSES OF THE PRODUCTS OR SERVICE ITEMS. ANY DAMAGED PRODUCTS OR

SERVICE ITEMS SHALL NOT BE RETURNED, REPAIRED OR DISCARDED WITHOUT CURTIS' WRITTEN PERMISSION.

21. TECHNICAL ADVICE. Curtis assumes responsibility only for technical advice provided by Curtis in writing and assumes no obligation or liability for any technical advice furnished to Buyer in any other manner, including without limitation any provided in writing by any third party.

22. INTELLECTUAL PROPERTY. Nothing in these Terms is to be construed as a grant or assignment of any license or other right to Buyer of any of Curtis' or its affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise.

23. CONFIDENTIALITY. Any pricing information provided by Curtis to Buyer will become public information upon receipt of such information from Curtis. If Curtis has proprietary information that it does not want made public, then Curtis shall not disclose such information to the County which is an open, public local government body.

24. AUDIT. Unless otherwise agreed to in writing by an authorized representative of Curtis, Buyer shall have no right to audit any books or records of Curtis and Buyer shall have no right to enter into any facility owned or controlled by Curtis. Notwithstanding the foregoing, Curtis acknowledges Buyer is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq., any records which fall under the purview of the New Mexico Inspection of Public Records Act shall be retained by the Parties in conformance with those requirements; Parties have a duty to disclose documents used in the course of public business, including provision of any data which has been included in any documents, records, or communications.

25. LIMITATION OF LIABILITY. CURTIS' LIABILITY, IN CONTRACT AND UNDER WARRANTY, SHALL NOT EXCEED THEPURCHASE PRICE OF THE PRODUCTS OR SERVICES, AND UNDER NO CIRCUMSTANCES SHALL CURTIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, DOWNTIME, LOST PROFITS (WHETHER DIRECT OR INDIRECT), AND LOST SALES. CURTIS' LIABILITY HEREUNDER SHALL BE LIMITED TO EITHER: (a) THE OBLIGATION TO REPAIR OR REPLACE, AT CURTIS' SOLE DISCRETION, ONLY THOSE PORTIONS OF THE PRODUCTS OR SERVICE ITEMS PROVEN TO HAVE FAILED TO MEET IN MATERIAL RESPECT THE PRODUCT SPECIFICATIONS ON THE CURTIS' QUOTATION, ORDER ACKNOWLEDGEMENT, OR SEPARATE WRITTEN AND SIGNED AGREEMENT AT THE TIME OF SHIPMENT FROM CURTIS' FACILITY, OR (b) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES. CURTIS AND BUYER EXPRESSLY AGREE TO THIS ALLOCATION OF CONTRACT AND WARRANTY RISK ONLY AND THE PRICE STATED FOR THE PRODUCTS OR SERVICES IS CONSIDERATION FOR THE LIMITATION ON CURTIS' LIABILITY. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXCLUSIVE REMEDY DESCRIBED IN THIS SECTION FAILS ITS ESSENTIAL PURPOSE.

26. INDEMNIFICATION. Curtis agrees to indemnify, defend and hold harmless Buyer, its directors, officers, employees, agents, successors and assigns from and against any and all

damages, losses, expenses, costs (including without limitation reasonable attorney's and accountant's fees), claims, suits, actions, judgments or other liability asserted against or incurred by Buyer arising out of (a) Curtis' breach of its obligations hereunder, (b) Curtis' negligence or misconduct, or (c) Curtis' misuse or misapplication of the Products or Service Items or damage to the Products or Service Items caused by Curtis or its employees, agents or customers.

27. FORCE MAJEURE. Neither Curtis or Buyer shall be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; strikes or other labor disturbances regardless of whether or not Curtis is capable of settling such strike or disturbance; supplier or facility conditions; temporary or permanent supplier or facility closures; equipment failure; inability to obtain fuel, material, or parts; war; acts of terrorism; sabotage; riot; delays in transportation; repairs to equipment; natural disasters; floods; fires; action of governmental authorities (valid or invalid); severe weather conditions; accidents; explosions; failure of or inability to obtain power, raw materials, suppliers, labor, equipment or transportation; a court or administrative injunction or order; or any other contingency the nonoccurrence of which was a basic assumption on which these Terms were set forth.

28. GOVERNING LAW; FORUM SELECTION. Buyer and Curtis knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico or the federal U.S. District Court, District of New Mexico. Buyer and Curtis each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. Buyer and Curtis also agree that this term is a material inducement for each to enter this Agreement, and that both Buyer and Curtis warrant and represent that each have had the opportunity to review this term with legal counsel. In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, Buyer and Curtis KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. Buyer and Curtis also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both Buyer and Curtis warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

29. STATUTE OF LIMITATIONS. Intentionally omitted.

30. NONWAIVER. The failure of either party to enforce any of the provisions of these Terms shall not be construed as a waiver of parties right to enforce each and every provision hereof. Parties reserve the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by an authorized representative of the

parties. Parties' rights and remedies set forth in these Terms are in addition to all legal and equitable rights and remedies available to parties.

31. ASSIGNMENT OR DELEGATION. Parties shall not assign, novate, or delegate any or all of their rights or obligations under these Terms without the prior written consent of each party, and any attempt to do so will be ineffective.

32. NO THIRD PARTY RIGHTS. These Terms are for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns. Nothing expressed or referred to in these Terms will be construed to give any other person any legal or equitable right, remedy or claim under or with respect to these Terms.

33. INDEPENDENT PARTIES. Curtis and Buyer are independent parties and nothing in these Terms shall make either party an agent, partner, joint venturer, or legal representative of the other.

34. HEADINGS. The section headings contained in these Terms are inserted for convenience only and shall not affect in any way the meaning or interpretation of these Terms.

35. PARTIAL INVALIDITY. If any term or provision of these Terms is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from these Terms, and such provision shall not affect the legality, enforceability or validity of the remainder of these Terms. If any provision or part thereof of these Terms is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

36. NOTICES. All notices, requests, demands and other communications required to or permitted to be given pursuant to these Terms shall be in writing and shall be conclusively deemed to have been given (1) when hand delivered to the other party; or (2) two business days after the same have been deposited in a United States post office with first-class or certified mail, return receipt requested, postage prepaid and properly addressed to Curtis at 185 Lennon Lane, Suite 110, Walnut Creek, CA 94598 and properly addressed to Buyer at Incorporated County of Los Alamos, Fire Department, 999 Central Avenue, Suite 200, Los Alamos, New Mexico, 87544 with a copy to County Attorney's Office 1000 Central Avenue, Suite 340, Los Alamos New Mexico 87544; (4) the next business day after same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express being deemed approved by the parties), postage prepaid, properly addressed with next business day delivery guaranteed, provided that the sending party receives a confirmation of delivery from delivery service provider, or (5) electronic mail sent to Curtis at azsales@lncurtis.com and Buyer at Marisol.padilla@losalamosnm.gov and ~attorney@losalamosnm.gov (with copy by mail or courier).

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices

that are given in accordance with this paragraph, and that any person to be given notice actually receives such notice. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this paragraph by giving the other party written notice of the new or supplemental address in the manner set forth
above.

37. ATTORNEYS' FEES. Intentionally omitted.

38. ENTIRE AGREEMENT. This agreement and the Exhibits referenced herein and any purchase order issued by Buyer to Curtis, and accepted in writing by Curtis, for the Products, Services, or Items described in Exhibit A, contain the entire agreement between the parties.

39. AMENDMENT. No amendment, modification or supplement to these Terms shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification.

40. TIME. Time is of the essence in respect to all provisions of this agreement in which a definite time for performance is specified.

41. FURTHER ASSURANCES. The parties shall at their own cost and expense execute and deliver such documents and instruments and shall take such other actions as may be
reasonably required or appropriate to carry out the intent and purposes of these Terms.

(This section intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

_____

Michael D. Redondo
County Clerk

INCORPORATED COUNTY OF LOS ALAMOS

By: _____

Anne W. Laurent **Date**
County Manager

Approved as to form:

_____

J. Alvin Leaphart
County Attorney

L.N. Curtis and Sons, a California corporation

By: _____

Date

Name: _____

Title: _____

Exhibit A
Quotation No. 372927
AGR26-872

(This page intentionally left blank)

Ph: 602-453-3911
TF: 877-453-3911
azsales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS
TOOLS FOR HEROES

Southwest Division
625 East Baseline Road, Suite 101
Gilbert, AZ 85233
www.LNCurtis.com

Quotation

CUSTOMER:	SHIP TO:
Los Alamos County Fire Department NM 999 Central Avenue, Suite 200 Los Alamos NM 87544	Los Alamos County Fire Department NM 999 Central Avenue, Suite 200 Los Alamos NM 87544

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
372927	01/23/2026	02/22/2026

SALESPERSON	CUSTOMER SERVICE REP
Kevin Henson khenson@lncurtis.com 505-205-6125	Angela Mackey amackey@lncurtis.com 206-622-2875

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
Stallion Trailer	Marisol Padilla	C35613	Net 30	SW-SCBA

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

SPECIAL INSTRUCTIONS

Sourcewell SCBA Contract 011824-LNC
Start-up by Curtis Service Technician included
.
Curtis agrees the customer is to accept the product upon delivery at customer site. Curtis is responsible for the product all the way until clear delivery is made. Customer is responsible to inspect the unit at the time of delivery and inform Curtis staff immediately if there are any issues. Curtis will be responsible for addressing and correcting any issues if identified at the time of delivery.
.
Curtis agrees to honor the attached manufactures warranty.
.
Both of these take precedent over the standard T&C's at Curtis.
.
Signed,
Jeffrey R Curtis, Owner and Vice President
.

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit https://www.lncurtis.com/product-notices-warnings

Ph: 602-453-3911
TF: 877-453-3911
azsales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS
TOOLS FOR HEROES

Southwest Division
625 East Baseline Road, Suite 101
Gilbert, AZ 85233
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	STALLION AIR CUSTOM	As Below:: PART NUMBER: SAT-202E5A7-VFD-20 DESC: MOBILE COMPRESSOR SYSTEM. *20' x 8.5' 14,000 LB. GVW ENCLOSED TRAILER WITH FOLD OUT REAR DOORS, (2) ROLL UP SIDE VENTILATION DOORS AND A 30" SIDE WALK IN DOOR. THERE SHALL BE A DIVIDER WALL BETWEEN THE MECHANICAL ROOM AND THE FILL STATION ROOM. *30-36KW DIESEL GENSET 208/3/60 VAC TO POWER THE COMPRESSOR, 8 HOUR FUEL TANK,(2) POLE MOUNT LED SCENE LIGHTS,(2) FLUSH MOUNTED EXTERIOR LED LIGHTS, 120 VAC INTERNAL LED LIGHTING AND (2) AUXILARY OUTLETS FOR 120VAC APPLIANCES. *24 CFM, 7000 PSI, 5 STAGE, 4 CYLINDER COMPRESSOR WITH VARIABLE FREQUENCY DRIVE CONTROLS. THE COMPRESSOR SHALL ALSO BE EQUIPPED WITH ALL APPROPRIATE STAGE GAUGES, AUTOMATC DRAIN SYSTEM, ALL STANDARD FAULTS, SAMPLE TAP SYSTEM, E-STOP BUTTONS, CO MONITOR, STANDARD PURIFICATION SYSTEM, AND INTERACTIVE DISPLAY SCREEN.		$295,000.00	$295,000.00

Estimated Freight $6,800

Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing generally remains firm until 02/22/2026. Pricing is subject to change if product is affected by the implementation of a tariff. Contact us for updated pricing after this date.

Due to market volatility, global supply chain pressures, and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Ph: 602-453-3911
TF: 877-453-3911
azsales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS
TOOLS FOR HEROES

Southwest Division
625 East Baseline Road, Suite 101
Gilbert, AZ 85233
www.LNCurtis.com

Subtotal	$295,000.00
Estimated Tax Total	$0.00
Transportation*	$6,800.00
***(to be added when order ships)**	
Total	$301,800.00

View Terms of Sale and Return Policy

Exhibit B
Manufacturer Warranty
AGR26-872

(This page intentionally left blank)

Standard Limited Warranty

Unless otherwise specified in writing by an authorized official of Stallion Air, Inc., the following represents the warranty applicable to the equipment described in the accompanying documentation.

Warranted Products

This warranty applies to new equipment (herein called “equipment” or “product”), and accessories received with new equipment, purchased from Stallion Air Incorporated (herein called “Stallion”) or authorized agent of Stallion Air, Inc.

Warranty Period

Stallion warrants this product to be free from defects in materials and workmanship for twenty-four (24) months from initial equipment startup, or thirty (30) months from the date of shipment from the Stallion factory, or 500 operating hours, whichever period occurs first.

Materials and/or components replaced under warranty are warranted to be free from defects in materials and workmanship for the remainder of the applicable original warranty period of the original equipment, or ninety (90) days from the date of shipment by Stallion, whichever is the longer period.

Transfer of Warranty

This warranty is made to the original owner of the equipment and is transferrable for the duration of coverage to subsequent owners with prior written approval from Stallion.

Warranty Coverage and Remedies

Stallion’s obligation under this warranty is, at its option, to repair or replace any parts determined by Stallion to have become defective during the applicable warranty period at no charge to the customer. Warranty claims made beyond thirty (30) days after the end of the applicable warranty period will not be considered or processed. The remedies set forth in this paragraph are exclusive.

Limitations

Stallion’s obligation under this warranty is expressly limited to the conditions as stated above and shall not include duties, taxes or any other charges whatsoever.

IN NO EVENT SHALL STALLION AND ITS VENDORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER STALLION OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

The above warranties are given by Stallion with respect to this product and its related items in lieu of any other warranties, express or implied. Stallion and its vendors disclaim any implied warranties of merchantability or fitness for a particular purpose or any similar standard imposed by applicable legislation. Stallion’s responsibility to repair or replace

defective components and related items is the sole and exclusive remedy provided to the customer for breach of these warranties. Terms of this warranty may not be modified or extended except in writing by an authorized official of Stallion Air, Inc.

Exclusions

This warranty shall not apply to consumable items, perishable items or general maintenance items, including:

- Lubricants
- Filters
- Perishable purification components
- Perishable seal materials and components
- Fuses
- Perishable condensate drain components
- Other normal wear items

The warranty will be considered void if damage to the product was the result of:

- Improper installation
- Improper use
- Connection to an improper power source
- Damage due to abuse
- Damage due to accident
- Tampering
- Improper maintenance
- Failure to provide proper maintenance
- Lifting or moving equipment in ways not approved by Stallion
- Connection to non-authorized or incompatible pneumatic or electrical components
- Operation outside of documented acceptable parameters
- Operating equipment with known deficiencies or damage
- Non-approved product modification
- Removal of, or disabling safety features
- Repair with parts not authorized by Stallion
- Repair by persons not authorized by Stallion

The warranty does not cover damage or operating failures caused by freight handling, electrical power surge, lightning, wind, fire, flood, severe weather, earthquake, insects or animals, or other natural agent.

Applicable Law

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province, or country.

This warranty shall be governed by and interpreted in accordance with laws of the State of North Carolina applicable to contracts made and to be performed in North Carolina.

Owner Responsibilities

The owner is responsible for proper maintenance of the product(s). This includes routine operation of the equipment as outlined in the accompanying documentation. The owner must ensure that the product is used in a responsible manner, and is not used in ways for which it was not intended. The owner must ensure that the product is not operated outside of rated parameters or capacities.

Stallion Warranty Procedure

If there is a problem with a Stallion system within the warranty period, please follow the steps listed below.

1. Call the authorized Stallion representative responsible for installation and service of the product. If a local Stallion representative is not available, contact Stallion directly at: 336-824-3133
2. Provide the product model, serial number, manufacture date and hour meter reading to the Stallion representative.
3. Provide a contact name and telephone number for the owner or point of contact for the owner. If possible, please provide an email for the primary point of contact. This can expedite claim processing.
4. Be prepared to explain the problem, when it occurred, and the circumstances under which it occurred. This can possibly expedite repair and resolution of the problem.
5. Request a warranty claim form or similar paperwork.