



Portland, OR
(503) 282-2587

Seattle, WA
(206) 763-7867

Pasco, WA
(509) 543-2018

Spokane, WA
(509) 255-7809

Anchorage, AK
(907) 561-1119

**QUOTE
REPRINT**

Since 1960

www.mascottec.com

Number	075866
Date	07/06/2023
Page	1

Ship-to: 1
WHATCOM TRANS.AUTHORITY
360-676-6843
4111 BAKERVIEW SPUR
BELLINGHAM, WA 98226

Bill-to: 4263
WHATCOM TRANS AUTHORITY
4011 BAKERVIEW SPUR
BELLINGHAM, WA 98226

Reference #	Slsp	Terms	Whse	Freight	Ship Via
PENDING APPROVAL	N	NET 10TH	03	BILLED	SERVICE

Quoted By: AHH	Quoted To: RICHARD WALSH - GEN MGR	Effective: 07/05/2023	Expires: 08/11/2023
----------------	------------------------------------	-----------------------	---------------------

Item	Description	Ordered	UM	Price	UM	Extension
	<p>THERE IS A RUNNING PO FOR REPAIRS AND MAINTENANCE (po 2014126). IF THIS PO IS BEING USED ADD \$40.00 AFFIDAVIT FEE TO THE INVOICE. THE INTENT HAS BEEN FILED ALREADY BUT EVERY INVOICE MUST HAVE THE AFFIDAVIT FEE.</p> <p>SEE TERRI IF NEED FURTHER INSTRUCTIONS</p> <p>ANY LABOR BILLED MUST HAVE INTENT TO PAY AND AFFIDAVIT OF WAGES PAID FILED. IT UNDER \$2500 USE COMBINED FORM. NO FILING FEE.</p> <p>SEE ACCOUNTING FOR HELP.</p> <p>TASK #1 OF TWO FOR FUEL ISLANDS, SWAP OUT SINGLE HOSE DISPENSER ON ONE ISLAND WITH HEAVY USEAGE WITH DUAL HOSE DISPENSER FROM 2ND ILSAND THAT IS RARELY USED</p>					

This PO (2014126) is no longer valid. A new PO will be issued by WTA for this work.

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



Portland, OR
(503) 282-2587

Seattle, WA
(206) 763-7867

Pasco, WA
(509) 543-2018

Spokane, WA
(509) 255-7809

Anchorage, AK
(907) 561-1119

**QUOTE
REPRINT**

Since 1960

www.mascottec.com

Number	075866
Date	07/06/2023
Page	2

Ship-to: 1
WHATCOM TRANS.AUTHORITY
360-676-6843
4111 BAKERVIEW SPUR
BELLINGHAM, WA 98226

Bill-to: 4263
WHATCOM TRANS AUTHORITY
4011 BAKERVIEW SPUR
BELLINGHAM, WA 98226

Reference #	SlsP	Terms	Whse	Freight	Ship Via
PENDING APPROVAL	N	NET 10TH	03	BILLED	SERVICE

Quoted By: AHH	Quoted To: RICHARD WALSH - GEN MGR	Effective: 07/05/2023	Expires: 08/11/2023
----------------	------------------------------------	-----------------------	---------------------

Item	Description	Ordered	UM	Price	UM	Extension
MISC MATERIAL	MISC ELECTRICAL	1	EA	500.00	EA	500.00
ELECTRICAL PERMIT	ELECTRICAL PERMIT/INSPECTION	1	EA	450.00	EA	450.00
ELECTRICIAN-SE-PW	ELECTRICIAN, PREVAILING WAGE	1.00	EA	2250.00	EA	2250.00
LABOR-SE-PW	LABOR, PREVAILING WAGE	1.00	EA	2675.00	EA	2675.00
FILING FEE	FILING FEE, PREVAILING WAGE	1	EA	80.00	EA	80.00
PW ADMIN	ADMINISTRATIVE FEE	1	EA	75.00	EA	75.00
CRANE	SERVICE VEHICLE CRANE	1	EA	125.00	EA	125.00
MISC MATERIAL	MISC. PLUMBING/HARDWARE	1	EA	225.00	EA	225.00
TRIP CHARGE-SE120	LABOR, TRAVEL 81-120 MILEAGE	3	EA	300.62	EA	901.86
FUEL SURCHARGE-SE120	FUEL SURCHARGE	3	EA	30.88	EA	92.64
SHOP-SE	TWO TECH, ELECTRICIAN TRIP					
MCSP	Misc. Material Seattle Used	1	EA	49.73	EA	49.73
	SORBENT PAD & DISPOSAL	25	EA	4.47	EA	111.75
	SCOPE OF WORK: 1- MASCOTT TECHNICIANS WILL REMOVE TWO EXISTING GASBOY DISPENSERS AND CONTAIN AND ABSORB ALL PRODUCT THAT DRAINS FROM UNDERGROUND PRODUCT LINES 2- CLEAN ALL RESIDUAL FUEL FROM BOTH SUMPS. 3- SWAP LOCATIONS OF EXISTING DISPENSERS TO MOVE DUAL HOSE TO HEAVY TRAFFIC ISLAND USING ALL EXISTING PIPING AND HARDWARE. 4- RE-PLUMB EXISTING PRODUCT LINES, SECURE TO ISLANDS					

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



Portland, OR
(503) 282-2587

Seattle, WA
(206) 763-7867

Pasco, WA
(509) 543-2018

Spokane, WA
(509) 255-7809

Anchorage, AK
(907) 561-1119

**QUOTE
REPRINT**

Since 1960

www.mascottec.com

Number	075866
Date	07/06/2023
Page	3

Ship-to: 1
WHATCOM TRANS.AUTHORITY
360-676-6843
4111 BAKERVIEW SPUR
BELLINGHAM, WA 98226

Bill-to: 4263
WHATCOM TRANS AUTHORITY
4011 BAKERVIEW SPUR
BELLINGHAM, WA 98226

Reference #	SlsP	Terms	Whse	Freight	Ship Via
PENDING APPROVAL	N	NET 10TH	03	BILLED	SERVICE

Quoted By: AHH	Quoted To: RICHARD WALSH - GEN MGR	Effective: 07/05/2023	Expires: 08/11/2023
----------------	------------------------------------	-----------------------	---------------------

Item	Description	Ordered	UM	Price	UM	Extension
	<p>AND COMPLETE ELECTRICAL CONNECTIONS. 5- PURGE AND PRESSURIZE PRODUCT LINES AND INSPECT FOR LEAKS.</p> <p>NOTES: MASCOTT IS NOT RESPNSIBLE FOR CONDITION OF EXISTING PRODUCT LINES OR EXISTING EQUIPMENT, SHOULD ANY DAMAGE OCCUR DURING REMOVAL, IT WILL BE REPAIRED AT OUR NORMAL HOURLY RATE PLUS MATERIALS. QUOTE DOES NOT INCLUDE REPLACEMENT OF UNDER DISPENSER IMPACT VALVES OR FLEX CONNECTORS. DOES NOT INCLUDE ANY UNDER DISPENSER CONTAINMENT REPAIRS OR HYDRO TESTING OF SUMPS.</p> <p>****PLEASE NOTE**** WE HAVE TWO TASKS QUOTED FOR THIS SITE. IF BOTH TASKS ARE APPROVED, ELECTRICAL PERMIT OF \$450.00 WILL BE REMOVED FROM FINAL INVOICE*****</p>					

If damage is caused by technician negligence, repair costs will be the responsibility of Mascott.

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



Portland, OR
(503) 282-2587

Seattle, WA
(206) 763-7867

Pasco, WA
(509) 543-2018

Spokane, WA
(509) 255-7809

Anchorage, AK
(907) 561-1119

**QUOTE
REPRINT**

Since 1960

www.mascottec.com

Number	075866
Date	07/06/2023
Page	4

Ship-to: 1
WHATCOM TRANS.AUTHORITY
360-676-6843
4111 BAKERVIEW SPUR
BELLINGHAM, WA 98226

Bill-to: 4263
WHATCOM TRANS AUTHORITY
4011 BAKERVIEW SPUR
BELLINGHAM, WA 98226

Reference #	Slsp	Terms	Whse	Freight	Ship Via
PENDING APPROVAL	N	NET 10TH	03	BILLED	SERVICE

Quoted By: AHH	Quoted To: RICHARD WALSH - GEN MGR	Effective: 07/05/2023	Expires: 08/11/2023
----------------	------------------------------------	-----------------------	---------------------

ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	Extension
------	-------------	---------	----	-------	----	-----------

- 1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories Electrical, Sales Tax and any item(s) not specifically listed above.
- 2.) PCI(Payment Card Industry) & EMV(Euro. Mastercard,Visa) COMPLIANCE DISCLAIMER: it is solely the Customer's responsibility to verify PCI compliance and Network Processing compliance with their Merchant Provider. Mascott will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.
- 3.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives. Guaranteed performance require certification by a licensed engineer.
- 4.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or Installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.
- 5.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup & basic training is offered on a time & materials basis @ \$122- hour/\$1.17 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer (If Any) credits Destination per PO
- 6.) FREIGHT SHIPMENTS: Freight shipments are fob point of origin unless otherwise listed Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected with 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 7.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.
- 8.) DEPOSITS: 50% DEPOSIT REQUIRED ON QUOTATIONS CONTAINING SPECIAL ORDER EQUIPMENT & SERVICES. ORDER WILL NOT BE EXECUTED PRIOR TO RECEIPT OF DEPOSIT.
- 9.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Please note customer is responsible for surcharges. Mascott will include these charges on your Invoice.
- 10.) PREPAYMENT TERMS OFFERED: 1% prepayment discount available, subject to Mascott's Credit Manager's approval.
- 11.) CREDIT CARD PAYMENTS: Subject to 3% Service Fee, Subject to Mascott's Credit Manager's approval.
- 12.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.
- 13.) *SPECIAL ORDER EQUIPMENT & SERVICE CANNOT BE RETURNED FOR CREDIT OR CANCELLED ONCE ENTERED INTO MANUFACTURER'S PRODUCTION SCHEDULE.
- 14.) Oregon CAT tax may apply. rev4/26/2021

Thank you for your business.

Merchandise	Misc	Tax	Freight	Total
7535.98	.00	663.17	.00	8199.15

FOB FACTORY UNLESS SPECIFIED

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...

TERMS AND CONDITIONS

1. ACCEPTANCE OF CONTRACT: Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyers purchase order, invoice or other document will have no effect.

2. PRICE: Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.

3. PAYMENT TERMS: Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.

4. TAXES: In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.

5. PERMITS: Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.

6. CHARACTER OF EQUIPMENT: The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.

7. SECURITY AGREEMENT: Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.

Destination per PO

8. RISK OF LOSS: This agreement is a shipment contract FOB ~~Mascott's place of business~~ or FOB ~~manufacturer's factory~~. The risk of loss, injury, or destruction of the equipment or any part thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.

9. DELIVERY: Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.

10. INSPECTION AND ACCEPTANCE: BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.

11. MERGER: This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.

12. WAIVER: Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever shall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.

13. SEVERABILITY: This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.

14. JURISDICTION: This agreement shall be construed and governed in all matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breach of this agreement shall be commenced within one (1) year after the cause of action has accrued.

15. DEFAULT: All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.

16. MASCOTT'S REMEDIES: On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.

17. LIQUIDATED DAMAGES: The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breach, Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.

18. LIMITATION ON MASCOTT'S LIABILITY: MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT, OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 19 AND 20. ~~Subject to Customers right to dispute the enforceability of such limitation based upon the Washington State Constitution including, but not~~

~~limited to Washington Constitution, Article 8, Section 7, and only to the extent allowed by law~~

19. EXCLUSIVE REMEDY OF THE BUYER: THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGNED TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER. ~~Subject to Customers right to dispute the enforceability of~~

~~such limitation and only to the extent allowed by law~~

20. MANUFACTURERS' WARRANTIES: SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.

21. WAIVER OF EXPRESS WARRANTIES: EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.

22. WAIVER OF IMPLIED WARRANTIES: THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. ~~THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE. BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACTS HEREOF.~~

23. EXCLUSION OF WARRANTIES: MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME. ~~Subject to Customers right to dispute the enforceability of such~~

~~limitation and only to the extent allowed by law~~

24. BUYER'S REPRESENTATION: Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.

25. FACSIMILE S: Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial: _____

Date: _____