



**Crown Lift Trucks**  
9500 Widmer  
Lenexa, KS 66215  
913-888-9777  
crown.com

**Quotation**  
**December 21, 2020**  
**Quote No. BB-SAP 200336**  
**Turner USD 202**

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Turner USD 202  
5800 Metropolitan Ave  
Kansas City, KS 66106  
913-288-3721

Dear Chris,

Crown is pleased to present this proposal for you to meet your company's specific material handling solution needs. Our dedicated team of professionals are committed to providing a suite of products and services that deliver the lowest total cost of ownership and greatest long-term value.

Crown's award-winning line of lift trucks maintains a reputation for advanced product design, engineering and integrated manufacturing processes. Offering a broad range of forklifts, as well as automation and fleet management technologies, Crown seeks to provide customers with forward thinking and innovative products designed to improve performance and lower operating cost.

Many top ranked companies choose to partner with Crown. They place extraordinary value on our lift trucks and also recognize they will be supported by the most comprehensive customer support and service network in the industry.

**Innovative Companies Choose Crown**

- 60% of Forbes Top 50 Innovative Companies
- 70% of Newsweek Top 10 Green Companies in the World
- 88% of Fortune 500 Companies
- 92% of Internet Retailer Top 50 e-Commerce U.S. Companies
- 100% of Newsweek Top 10 Green Companies in the U.S.

Thank you for giving us the opportunity to present this proposal to you. We look forward to partnering with you on this project.

Sincerely,

Brian Bray  
Account Manager  
913-201-3082

THE CROWN  
ADVANTAGE

C-5 SERIES

## THE NEW INDUSTRIAL POWER.

Crown Redefines IC with a True Industrial Truck Line. You've been settling for the limitations of gas trucks for years: engines intended for automobiles that run hotter than they should, brakes and cooling systems that are not up to the task and service that seems never ending.

Discover how the C-5 Advantage can solve your problems:



### Industrial 2.4L Engine



Designed for the toughest applications, this engine offers more durability with **4x fewer oil change requirements.**

### Crown's Power Disc Brake



The full circle pads can have a **3X longer life** and require **93% less service checks.**

### On-Demand Cooling



A cooling fan automatically blows out the radiator...offering added potential maintenance **savings of \$7250 in 5 years.**

### Access 1 2 3° Comprehensive System Control



Provides onboard monitor and control of forklift systems including adjustable speed limits, operator pin codes and onboard diagnostics.

### Lower Total Cost



Crown's C-5 series has **87% less maintenance** touch points which could lead to a **\$4500 savings** in parts and labor in five years.

You knew there should be a better way of doing the job.  
And now, with the C-5 Advantage, you have five...

Contact your local Crown dealer or visit [crown.com](http://crown.com).

**CROWN**



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## Features and Options

<b>Configuration Type</b>	<b>C5 1000-50 5,000 lb. Capacity, 4-Wheel, Internal Combustion Truck</b>
UL Approval	UL Rating Type LP
Mast	Triple Stage LH 188" FLH 32.2" OAH-C 83" OAH-EX 218"
Mast Chain	Standard
Carriage	38" Wide Class II
Attachment - Factory Installed	Sideshifting Fork Positioner - Rightline 38" FEM391
Fork Spread	36"
Forks	Standard Length 42.0" Width 4" Thick 1.8"
Load Backrest	39" Wide x 30" High
Cranking Battery - 12V	Severe Duty, 12 Volt 510 CCA Wet Cell
Auxiliary Hydraulics	Double Function
Hydraulic Lever - 4th Lever	Fork Positioner Symbol
Overhead Guard Height	84" High
Tilt Restriction	5° Back/5° Forward
Drive Tires	Solideal Xtreme Lugged Rubber
Steer Tires	Solideal Xtreme Lugged Rubber
Brakes	Drum Brakes
Control Type	Separate Inching / Brake Pedals
Steering Wheel	13" Diameter
Seat	FlexSeat Fabric
Seat Belt	High-Visibility Orange
Cooling System	Dual Core Radiator
LP Tank Bracket	Fold Down LP Bottle Bracket - Single Strap (for 33 lb. Tank)
Low LP Fuel Light	Low LP Fuel Level Indicator
Front Worklights	Two LED Worklights
Key Switch	Standard
Paint	Crown Beige/Gray
Extended Warranty	36 Months / 6,000 Hours (Powertrain Only, See C5 Standard Warranty Statement)
Domestic Shipping	Standing
Commodity Surcharge	Commodity Surcharge

### Additional Options Included

Horn  
 Isomounted Heavy-Duty Steer Axle with Grease Zerks  
 Thrust Rollers - Upper  
 Tow Pin





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## General Specs

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Tilt	F°/B°	5	degrees
Height with LBR	Mast Collapsed	83	in
Ground Clearance	Center of Wheelbase	4.9	in
	Under Mast	3.1	in
Powershift Transmission			

## Performance Specs

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Travel Speed - Forward	Empty / Loaded	11/ 10.9	mph
Travel Speed - Reverse	Empty / Loaded	11/ 10.9	mph
Drawbar Pull - Maximum	Empty / Loaded	4360	lb
Gradeability - Maximum	Empty / Loaded	18.1/ 27.9	%



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**Pricing Information**

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		<u>Price Each</u>	<u>Extended</u>
(1)	C5 (New)	\$ 27,458.35	\$ 27,458.35

**Total Package Price:** **\$ 27,458.35**  
 (Tax not included in price)

\*Finance options offered above are based on rates in effect as of the date of this quotation. All transactions are subject to rate and credit approval by the applicable lending institution at the date of acceptance.

\*If your company chooses to lease through Crown Credit, our terms are net 30 days from invoice date. Please make sure PO's are made out appropriately to reflect this.

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Subject to acceptance by buyer and seller within 30 days from the date hereof and only in accordance with the terms and conditions printed which form a part of this quotation.

Prices quoted are based upon quantities specified above.  
 If **Turner USD 202** cannot accept merchandise at the time of shipment from our supplier, **Turner USD 202** will be invoiced and normal terms will apply.

**Above prices are subject to all state and local taxes.**  
 All orders are subject to acceptance by Crown  
**FOB: Delivered Terms: NET 10 DAYS.**

Thank You. We hope we can be of service to you.

Crown Lift Trucks

\_\_\_\_\_  
 Brian Bray  
 Account Manager

By \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_



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**InfoLink Software as a Service Plan**

InfoLink is a Crown hosted solution that provides essential fleet and operator management features. Operator authorization for equipment use, impact detection and alerts, along with real-time equipment status, provides measurable metrics for your operation. Easy to read dashboards allow you to focus on the items that need attention and dive deeper into detailed reports.

**Incorporated Agreements – InfoLink Master Software as a Service Agreement (crown.com)**

**Notes:**

- ✓ All applicable sales tax, to be added to invoice
- ✓ Service Plan includes InfoLink module, harness, sensors, access to software, installation, training, strobe/alarm
- ✓ InfoLink operates on 802.11b/g network and can link with existing access points
- ✓ Quote does not include proximity cards
- ✓ Quote valid for 30 days
- ✓ Quote in USD

**Monthly Contract Cost (60 month minimum contract term)**

**Total Contract Cost (60 months of service)**

\$69.00  
 \$4,140.00

**Options:**

- With Alarm/Strobe
- With Hardware Agreement
- With Proximity Reader

Wi-Fi Network - Client Supported  
 Cellular Wireless Access Point (AP)

Optional N/C  
 Optional \$250 per month per device  
 (minimum 3 month)



Infolink modules can be installed on electric and gas forklifts, non-Crown lift trucks, and other types of vehicles.

Charges to non-Crown original equipment manufacturers (OEM) software or hardware are not included.

Signature: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED Turner USD 202 REPRESENTATIVE REQUIRED)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Quantity: \_\_\_\_\_

PO Number: \_\_\_\_\_



## TERMS AND CONDITIONS OF SALE

1. **OSHA Regulations.** Employers of operators of lift trucks are required to follow applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon request.
  2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
  3. **General.** The terms and conditions on both sides of this form shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Crown shall not be bound by Buyer's Terms and Conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions by Buyer, either acceptance of or payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions.
  4. **Price.** Prices as quoted are in U.S. dollars and are firm for thirty (30) days from the date of Crown's Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. Carrier's equipment at our factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
  5. **Surcharges.** Notwithstanding anything in these Terms and Conditions to the contrary, Crown reserves the right, at the time of order, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. If Buyer does not agree to pay such surcharge, Crown reserves the right to cancel the applicable order.
  6. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
  7. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
  8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
  9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
  10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
  11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
  12. **Warranty by Crown.** Crown's standard published warranties in effect at the time of shipment for the particular equipment shall apply. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
  13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations under this agreement, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS UNDER THE AGREEMENT, WHETHER THE CLAIM IS MADE IN TORT, CONTRACT, OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.
- Any cause of action against Crown arising out of this agreement must be brought within one year after the cause of action has accrued.
- NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THE SALES AGREEMENT WITH BUYER, OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE THEREOF.
14. **Patent, Trademark or Copyright Infringement.** Crown warrants that the equipment purchased hereunder shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided, however, that where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer, Buyer shall indemnify Crown against and save harmless Crown from all loss, damage, and expense arising out of any suit or claim against Crown for infringement of any patent, trademark, or copyright because of Crown's manufacture of such equipment or because of the use or sale of such equipment by any person. At Crown's option, upon receipt from Crown of written notice of any such suit or claim, Buyer shall appear in and assume the defense of the litigation.
  15. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth.

Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
  16. **Termination.** Crown may terminate this agreement upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part contained in this agreement or to perform any of its obligations under this agreement, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, whether or not accepted by Crown, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
  17. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
  18. **Government Contract Conditions.** If Buyer's purchase order contains a U.S. government contract number and orders products to be used in the performance of the contract, those clauses of applicable U.S. government procurement regulations mandatorily required by federal statute to be included in U.S. government subcontracts shall be incorporated herein by reference.
  19. **Modifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses incurred thereby, whether in contract, tort, or otherwise resulting from such failure.
  20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. This agreement shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. This agreement supersedes all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Buyer unless Buyer agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.
  21. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.

**To: Turner USD 202**  
 5800 Metropolitan  
 Kansas City, KS 66106  
 Chris Crockett  
 913-288-4100

**Project Description:** Turner USD Racking

**Materials:**

Part #	Qty	Description	Color	Wt. Total	Unit Sale	Total Sale	Est. Lead-time
RTFAG042120VG	8	. Upright 42x120		0	\$123.53	\$988.24	
SBRUM400096P	42	4x96 Beam		0	\$35.29	\$1,482.18	
L4246-2-2.5-181-16G	42	42x46 Wire Deck		0	\$15.39	\$646.38	
<b>Materials Subtotal</b>				<b>0</b>		<b>\$3,116.80</b>	

**Project Summary:**

Description	Wt. Total	Total Sale
<b>Total Order Quoted</b>	<b>0</b>	<b>\$3,116.80</b>
<b>Total Permitting Quoted</b>		<b>Not Quoted</b>
<b>Estimated Shipping and Handling</b>		<b>Not Quoted</b>
<b>Estimated Sales Tax</b>		<b>Not Quoted</b>
<b>Total Project</b>		<b>\$3,116.80</b>
<b>Options Subtotal</b>		<b>Not Quoted</b>

Any purchases made by you of the items referred to on this quotation shall be subject to the terms and conditions printed on the reverse, which form a part of this quotation. This quotation is subject to acceptance by Buyer and Crown within 30 days from the date of this quotation.

Prices quoted above are based upon quantities specified above.  
 Above prices subject to all state and local taxes.

All orders are subject to acceptance by Crown.  
 FOB: Factory

Accepted By: \_\_\_\_\_

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

Name/Title: \_\_\_\_\_

By: \_\_\_\_\_

Brian Bray / Account Rep / 913-201-3082



**To: Turner USD 202**  
**5800 Metropolitan**  
**Kansas City, KS 66106**  
**Chris Crockett**  
**913-288-4100**

## TERMS AND CONDITIONS

### TERMS FOR THE SALE OF WAREHOUSE SOLUTIONS MATERIALS NOT REQUIRING INSTALLATION BY CROWN

- On orders of \$0 - \$24,999.99, net 10 days.
- On orders of \$25,000.00 and over, 30% down payment due at the time of order and the 70% balance due at the time of shipment.

### TERMS FOR THE SALE OF WAREHOUSE SOLUTIONS MATERIALS REQUIRING INSTALLATION BY CROWN

- On orders of \$0 - \$24,999.99, net 10 days.
- On orders of \$25,000.00 and over, 30% down payment due at the time of order, 60% down payment due upon shipment of the materials, and the 10% balance due upon completion of the project.

### TERMS FOR THE SALE OF WAREHOUSE SOLUTIONS MATERIALS REQUIRING PERMITTING

- Drawing package, Engineering package, and High Pile Report are due at the time of order, and the balance due upon City sign-off on permit card.
- Permit Fees & Processing: When Crown pulls permits for the customer, all "Governing Authority" fees that are required will be billed as invoiced by the authority and are net due upon delivery.

### NOTE: BIDS ARE BASED ON THE FOLLOWING CRITERIA:

- Approval drawing must be signed prior to installation. It is the customer's responsibility to verify the layout against any construction drawings we have been provided to ensure proper clearances are met in relation to building columns, doors, lights, pipes, HVAC units, etc. Alterations during installation (which include but are not limited to: reprofiling beam or shelf elevations, layout change, redesign, etc.) must be approved by signing on appropriate documents and may be subject to additional charges.
- All capacities stated on the quotation are based on an evenly distributed load unless otherwise noted. There is no consideration for point loads, line loads, or concentrated loads. Wire decks are designed for loads that are static and uniformly distributed over the entire deck surface of the rack deck and within the allowable load capacity rating. Users shall not permit welded-wire rack decking to be used as a walkway or platform for personnel. Loads should be placed onto decking rather than dropped, pushed or pulled. Failure to adhere to these guidelines could result in serious injury. The prices quoted do not include shelf beam and/or upright capacity plaques.
- Due to the volatility in the steel markets, final pricing may vary due to "steel surcharges" that are applied to orders by steel producers. These prices are based upon the ship date of material. The customer is responsible for covering any and/or all increases unless specifically noted in writing. Crown will do our best to notify the customer of any changes in a timely manner.
- Acceptance of Material: It is the responsibility of the customer to examine & inspect the material delivered. **Any damages or shortages MUST be noted on the deliverer's Bill of Lading.** The customer must also notify Crown Lift Trucks within 48 hours of delivery as to any complaint that relates to the merchandise.
- If outside staging or storage of material is required, Crown Lift Trucks will not be held responsible for any mud, dust, dirt, and/or rust on material, nor any mud tracks on floor as a result and will not incur any expense to clean, wipe, repaint, or cover material. Crown will also not be held responsible for dust accumulating on the rack or other material at the job site.
- Most materials are shipped on a flatbed trailer. Thus, Crown will not be liable for mud, dirt, salt, moisture, and/or rust caused by weather conditions during shipment. At the customer's request, Crown can have the load tarped for an additional cost.
- Unloading of material will be from highway trucks and must be placed within 100 feet of the installation area. Crown may provide labor and lift equipment for unloading and installation upon request. Unloading & staging is based upon working on a finished cement or asphalt surface.
- Non-union labor of our choice (unless specified) done during normal business hours: Monday-Friday, 8am-5pm. Customer is responsible for installation during required or requested primetime hours, which are charged at additional and premium rates. Primetime hours are described as overtime, weekends, holidays, and labor hours other than Monday-Friday 8am-5pm.
- Area for installation must be free and clear of equipment, machinery, or other obstructions and must be well lit, water tight, ambient temperature (50+ degrees), and with electrical power available for workers to proceed without delay in a sequential manner. Quotation is based on non-interference of customer's employees or other trade personnel. If work is to be performed outside of normal business hours, these restrictions may be accommodated at an additional cost.
- Delays may be billed at \$85.00 per man hour, plus \$450.00 per day out of town fee.
- Rock Clause: Installation of equipment may require drilling and/or cutting into concrete. When drilling or cutting into concrete, the following terms shall apply.
  - >Location of sub-floor obstructions, such as electrical conduit, water pipes, air plenums, utilities, embedded rock, etc., are the responsibility of the customer, and will be removed/reworked for an additional cost at the customer's expense. Crown will not take responsibility for any unmarked sub-floor obstructions. Customer must notify Crown in writing of any sub-floor obstructions.
  - >Concrete removal work is based on a slab thickness of no more than 6", and wall thickness at a maximum of 8". If the dimensions set forth above are exceeded, cost of work will escalate as necessary and agreed upon by both customer and Crown Lift Trucks to complete the work.
  - >Crown Lift Trucks shall have no liability for structural weakening or damage to any floors or walls due to concrete work.
- Installation crew will repair deep chips and gouges in concrete floor caused by crew. However, Crown will not be held liable for surface scratches & abrasions to the floor as a result of normal installation of the material handling equipment. Additional precautions may be available for an additional charge.
- Clean-up will consist of a vacuum of concrete dust around anchor holes and a one-time broom sweep of the work area. Packaging, strapping, dunnage, unused material, and miscellaneous debris associated with installation will be placed in a trash receptacle provided and removed by the customer.
- No other work or materials, implied or otherwise, is included that is not specifically called out on this quotation (including but not limited to warehouse lighting, signage, and protection devices).
- Any costs for building or high-pile permits, performance bonds, licenses, taxes, seismic, or registered engineering fees that may be required by state, county, city, or local authorities are not included unless otherwise spelled out in the body of the quotation. If permits or registered calculations are required, they are the responsibility of the customer prior to installation unless specified in the quotation. Crown can assist in obtaining submittal information. Customer will be responsible for meeting building, fire, and safety regulations which may be required before the permit is issued.

If any of the above terms and conditions cannot be adhered to, kindly inform us and we will quote accordingly.

### PERMITTING & ENGINEERING

Property owners/tenants are responsible for complying with applicable laws and codes, including but not limited to building, fire, and safety. Permits may be required by the Governing Authority, and Crown may assist with obtaining such permits. However, Crown shall not be responsible for any inaccurate information provided by property owners/tenants in connection with obtaining such permits. Property owners/tenants are also responsible for all costs associated with code compliance, including but not limited to applicable taxes, assessments, building or high-pile permit fees, special inspections, performance bonds, licenses, engineering, or any improvements required by the associated regulatory agency. Customer approval of this quotation serves as a request by them that materials are to be ordered and/or manufactured prior to applicable permits being issued or verified. This may create a circumstance where the ordered materials may need to be supplemented or modified to meet additional governing authority requirements. Customer must provide a written request any time they wish to hold order processing until permits are approved. Any time frame provided for obtaining permits is at best an approximate and cannot be guaranteed due to unforeseen and uncontrolled circumstances caused by county, city, and local requirements.

Whenever pallet racking is installed in a warehouse, a high-pile storage permit may be required. This permit (separate from the building & safety permits) examines exiting, sprinkler density, classification of products stored, ration of smoke vents, drafts, curtain areas, etc. This process may require further modifications or analysis to the warehouse which are outside the scope of this quotation. If the customer needs assistance in these areas, Crown Lift Trucks may provide further quotations covering these possible modifications or requirements.

Crown Lift Trucks takes no responsibility for the condition of the end users building regarding lighting, fire exits, fire safety devices, building slab capacity, engineered design/construction, nor are we responsible for any ADA modifications to the property, if required.

Customer is responsible for supplying site plans and any accessibility documents that may be requested by Building Authority  
Unless stated, this quote does not include flue labels, flue keepers, and/or pallet stops that may be required by Fire Authority.

Pricing and related bill of materials is based on specifications and approximate floor & pallet capacities provided by the customer. When applicable, preliminary engineering calculations may be provided upon request.

Crown will not be responsible for any possible fines or delays. Changes in work or alterations at any time (including but not limited to reprofiling beams or shelf elevations, layout changes, redesigns, etc.) must be noted in writing and include an approval from both Crown and the customer on appropriate documents, and may be subject to additional charges.

The following paragraph is applicable in California: Crown's Contractor's License No.: 781358

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within four years of the date of alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any requests concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA. 95826.

**To: Turner USD 202**  
**5800 Metropolitan**  
**Kansas City, KS 66106**  
**Chris Crockett**  
**913-288-4100**

### CROWN CORPORATE TERMS AND CONDITIONS

- 1. OSHA Regulations.** Employers of operators of lift trucks are required to follow applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon request.
  - 2. Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated, and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
  - 3. General.** The terms and conditions on both sides of this form shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Crown shall not be bound by Buyer's Terms and Conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions by Buyer, either acceptance of or payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions.
  - 4. Price.** Prices as quoted are in U.S. dollars and are firm for thirty (30) days from the date of Crown's Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. Carrier's equipment at our factory and are exclusive of all taxes-federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
  - 5. Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
  - 6. Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
  - 7. Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to carrier.
  - 8. Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
  - 9. Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery. Returns will not be accepted for any reason without Crown's prior written authorization.
  - 10. Warranty by Crown.** Crown's standard published warranties in effect at the time of shipment for the particular equipment shall apply. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
  - 11. Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations under this agreement, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS UNDER THE AGREEMENT, WHETHER THE CLAIM IS MADE IN TORT, CONTRACT, OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. Any cause of action against Crown arising out of this agreement must be brought within one year after the cause of action has accrued.
- NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THE SALES AGREEMENT WITH BUYER, OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE THEREOF.
- 12. Patent, Trademark or Copyright Infringement.** Crown warrants that the equipment purchased hereunder shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided, however, that where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer, Buyer shall indemnify Crown against and save harmless Crown from all loss, damage, and expense arising out of any suit or claim against Crown for infringement of any patent, trademark, or copyright because of Crown's manufacture of such equipment or because of the use or sale of such equipment by any person. At Crown's option, upon receipt from Crown of written notice of any such suit or claim, Buyer shall appear in and assume the defense of the litigation.
  - 13. Proprietary Information-Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
  - 14. Termination.** Crown may terminate this agreement upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part contained in this agreement or to perform any of its obligations under this agreement, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, whether or not accepted by Crown, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
  - 15. Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
  - 16. Government Contract Conditions.** If Buyer's purchase order contains a U.S. government contract number and orders products to be used in the performance of the contract, those clauses of applicable U.S. government procurement regulations mandatorily required by federal statute to be included in U.S. government subcontracts shall be incorporated herein by reference.
  - 17. Modification.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses incurred thereby, whether in contract, tort, or otherwise resulting from such failure.
  - 18. Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. This agreement shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. This agreement supersedes all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Buyer unless Buyer agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.
  - 19. Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and the contemplated effect thereof on the manufacture and delivery of the equipment.