

# EQUIPMENT PURCHASE AGREEMENT



To:  
Lynskay's Car Wash  
Danville, Va 24541

From:  
Jonathan Braun  
1939 Country Club Road  
Indianapolis, IN 46234

## Summary

Total Amount:	<b>\$31,582.59</b>	Quote ID:	QUO-02611-X9P1D2 Ver: 1
Shipping Method:		Date:	9/16/2019
Requested Delivery Date:		Effective From:	8/27/2019
Payment Terms:		Effective To:	9/26/2019
Due By:		County Tax	VIRGINIA-STATE 5.3%

## Notes:

This quote is to replace the burned controller with a new controller. Controller will need to move to another area. All electrical by others.

## Shipping Information

Ship To:  
221 Commerce St  
Danville, VA 24541

Bill To:  
221 Commerce St  
Danville, VA 24541

## RE:

## Details

Quantity	Product ID	Product	Sub Total
<b>Controller</b>			
1.00		Sonny's Tunnel Controller With the following options Quantity of Outputs 32 Outputs Push Button Station Waterproof	\$14,035.01
1.00		Sonnys Factory Car Wash Controls On-Site Setup & Training	\$2,500.00
<b>Sonnys Parts</b>			
1.00		Sonny's CarWash Controls Router	\$279.30
1.00		Pantron - AT15-24VAC - Photo Eye System without Stands. - Includes; Transmitter, Receiver, Amplifier, 11-Pin Socket and Enclosure. - Cable Length on Transmitter and Receiver 49ft. - Voltage; 24V AC.	\$295.36
1.00		Push Button Control Station, 2NC Contact Form, Number of Operators: 1	\$225.00
1.00		Hydrapulse Switch (Complete) - Extremely accurate vehicle measurement within 1 inch per pulse - Cost savings on chemicals, water and electrical - Digital display shows accurate chain speed - SONNY'S Material ID: 20003361	\$1,525.18

*Comp. Programmer Guy*

1.00	Sony's Photo Eye Stands Set (2) - Includes mounting post with adjustable angle brackets - Material: Aluminum Material ID: 20002722	\$292.44
------	---	----------

**Notes:**

Please note the current site only has 15 ft of loading space for the conveyor. The customer has to use overrides to wash long cars currently. The new system will require some overrides to wash long cars and trucks also, the customer understands that it will not measure a car accurately and will behave differently. Any repairs to any equipment outside of the controller will be billed as time and materials.

Equipment Grand Total	\$19,152.29
Sub Total	\$19,152.29
Delivery & Handling	\$1,915.23
Erection	\$9,500.00
Sales Tax/Use	\$1,015.07
<b>Total</b>	<b>\$31,582.59</b>

Joe Darnell Electrician approx. \$3,500.- 5,000.

THESE PRICES ARE GOOD FOR 30 DAYS

NOTES:

- 1.) ERECTION FEE DOES NOT INCLUDE PLUMBING, ELECTRICAL, VENTING OF EQUIPMENT, REMOVAL OF CRATING MATERIAL OR CONSTRUCTION OF THE BUILDING.

TERMS:

*Already pd. down* ~~11,053.91~~ ~~20,528.68~~ *16*

\$11,053.91	35% DOWN WITH ORDER
\$20,528.68	BALANCE DUE ONE WEEK BEFORE EQUIPMENT IS SHIPPED FROM MANUFACTURER OR 60 DAYS FROM ORDER DATE, WHICHEVER OCCURS FIRST.

THIS PURCHASE AGREEMENT INCLUDES AND INCORPORATES BY REFERENCE ALL OF THE TERMS & CONDITIONS, INCLUDING THE WARRANTIES, SET OUT IN THE "TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT" BELOW. THE CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. FURTHER, THE CUSTOMER AGREES THAT THIS PURCHASE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PURCHASE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS PURCHASE AGREEMENT. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS PURCHASE AGREEMENT AND ANY APPLICATION FOR CREDIT, CHEMICAL PURCHASE AGREEMENTS, OPEN ACCOUNTS, WARRANTIES OR OTHER AGREEMENTS BETWEEN HARRELL'S AND CUSTOMER SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, INCLUDING, BUT NOT LIMITED TO THE CUSTOMER'S AGREEMENT TO BE SUBJECT TO THE LAW AND JURISDICTION OF THE COURTS OF INDIANA, AS STATED IN THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT.

PURCHASER

HARRELL'S CAR WASH SYSTEMS

By: Tommy Lynskey

By: Jonathan Braun

Title: owner

Title: Systems market. inc

Date: 9-16-19

Date: 9/16/19

TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT

THIS CONTRACT IS SUBJECT TO ALL THE TERMS AND CONDITIONS STATED BELOW, INCLUDING, BUT NOT LIMITED TO, TERMS CONCERNING INTEREST, CREDIT ACCOUNTS, MINIMUM INVOICE AMOUNTS, PERCENT OF MERCHANDISE, TERMS OF COLLECTION, AND LIMITATION OF WARRANTIES.

THE TERMS AND CONDITIONS BELOW, IN CONJUNCTION WITH THE CREDIT APPLICATION SUBMITTED BY THE CUSTOMER, IF ANY, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND HARRELL'S CAR WASH SYSTEMS AND CANNOT BE CHANGED, ALTERED OR MODIFIED UNLESS IN WRITING SIGNED BY BOTH PARTIES.

THE SALE

Customer agrees to purchase and Harrell's Car Wash Systems, Harrell's agrees to sell on the following terms and conditions, the terms shown on the front cover page or pages of this Agreement. The Customer agrees to accept the items under the terms and conditions of this Agreement. The Customer further agrees with respect to the items to accept the responsibility for (1) the installation to achieve the Customer's intended results; (2) wear, use, and (3) the results obtained therefrom. The Customer also has the responsibility for the selection and use of, and results obtained from any other equipment, products, chemicals or services used with the purchased equipment.

PRICE

Price is quoted as a model charge (30) days from the date of this Agreement. A deposit of not less than 33 1/3% of the total purchase price is required to place the order. The remaining balance is due the day the equipment is delivered from the factory to be delivered to Harrell's 30 or 60 days from the date of this Agreement, whichever occurs first.

PAYMENT

Customer agrees to pay the purchase price as shown on the foregoing page of this Agreement. Customer shall pay the same in monthly installments as shown on the foregoing page or pages of this Agreement. The first payment at the time of execution of this Agreement. Unless otherwise expressly stated or agreed, the balance of the purchase price shall be paid upon release of the equipment from the manufacturer to Harrell's, or 30 days from the date of this Agreement, whichever occurs first. By a check or check cashed transfer for purposes of this Agreement, the term "release" on the manufacturer's equipment is to be release and Credit Invoice of manufacturer's release date shall be extended only to accounts approved in advance in writing. Harrell's reserves the right to withdraw or modify credit terms at any time without notice.

CHANGE ORDERS

In the event Customer or Harrell's desires any change or modifications to the equipment and/or supplies to be purchased hereunder, and the order party is agreeably thereto, the unit purchase price shall be adjusted (to the increase or decrease) to reflect such changes or modifications to equipment or units of equipment or supplies. The agreed cost of any such changes or modifications (herein referred to as "Change Order Costs") shall be prorated together with a full deduction of the charges or modifications covered thereby shall be credited to the order form to be received by both Customer and Harrell's. Harrell's reserves the right to refuse any change orders after Harrell's is notified of the release date of the equipment by the manufacturer. If any equipment and/or supplies under this Purchase Agreement if the Change Order Costs equal or exceed an increase in the purchase price, the Customer shall pay the amount of such Change Order Costs in full at the time of purchase simultaneously with the execution of the written change order. If the Change Order Costs constitute a decrease in the purchase price, the amount of Change Order Costs will

be credited to Customer against the final installment payment on the purchase order. All other items purchased under this agreement, if it specifically agreed by Customer and Harrell's that Change Order Costs shall be included in the bill.

TITLE

Title to each item of equipment passes to the Customer on the date of delivery of equipment.

SECURITY INTEREST

Harrell's Finance and Customer hereby grant to Harrell's a security interest in each of the items of equipment purchased hereunder in the amount of its purchase price. This interest will be satisfied by payment in full. A copy of this Agreement may be filed as a lien in the office of the appropriate state or local authorities at any time after execution by the Customer with or as a financing statement in order to protect Harrell's security interest. Harrell's shall have such rights and remedies with respect to the security interest granted hereunder as are available to a secured party under the Uniform Commercial Code in effect on the date of this Agreement. Customer waives and releases all remedies granted to Customer under the Uniform Commercial Code.

RISK OF LOSS OR DAMAGE

The Customer assumes the risk of loss or damage to any equipment or equipment to the Customer. Any loss, injury or destruction after delivery of equipment shall not release Customer from its obligations under this agreement. It is the responsibility of the Customer and users of the equipment. The equipment must be operated and maintained properly. For when operation and maintenance is proper, the equipment has a minimum useful operating life of two years unless otherwise otherwise specified in writing. Customer acknowledges its responsibility to operate and maintain the equipment for the safety of users of the equipment. Customer assumes responsibility and liability for any injury sustained by any person as a result of Customer's failure to operate and maintain the equipment properly and for any operation of the equipment beyond its maximum safe operating life.

LIMITATION OF WARRANTIES

HARRELL'S IS NOT THE FACTORY MANUFACTURER OF THE GOODS SOLD. HARRELL'S MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND AND HARRELL'S EXPRESSLY DISCLAIMS ALL WARRANTIES, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE SPECIFICALLY STATED. HARRELL'S SHALL BE RESPONSIBLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM ORIGINAL CONNECTION WITH THE USE OF GOODS SOLD HEREIN. HARRELL'S SOLE OBLIGATION SHALL BE TO ASSIGN TO HIS CUSTOMER ANY AND ALL WARRANTIES OFFERED BY THE MANUFACTURER OF THE GOODS SOLD HEREIN, PROVIDED, HOWEVER THAT HARRELL'S SHALL WARRANT LABOR AND SERVICE DURING NORMAL BUSINESS HOURS ON EQUIPMENT SOLD AND INSTALLED BY HARRELL'S FOR A PERIOD OF 90 DAYS FROM THE DATE THE CUSTOMER OPENS HIS BUSINESS TO THE PUBLIC FOR THE USE OF THE EQUIPMENT.

PAID ALL ACCOUNTS AND RETURNED CHECKS

All accounts shall be charged 1% per month service charge after 30 days from date of delinquency. All checks returned by Customer shall be for any other than automatically or is deposited for collection and Customer shall be charged a fee of \$10.00. Harrell's shall reserve the privilege of the Uniform Code of Commercial Banked checks, being U.C.C. 4-214 and U.C.C. 4-215 which provide for collection up to three times the amount of the check. Harrell's at its option may collect any delinquency fee of not less than \$10.00 and a minimum amount on the account.

TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT

RETURN OR REPAIR OF GOODS

Harrell's shall not accept return of goods without prior written notification and reserves the right to charge a 15% handling charge. Harrell's may refuse to accept that goods even if previously authorized, if, in Harrell's opinion, the goods are not in the same condition as shipped to Customer, or if Customer does not prepay the cost of shipment. If Customer returns the goods as non-conforming, Customer must notify Harrell's within 5 days of delivery date. Harrell's may elect to replace or repair any non-conforming goods at its sole responsibility. Harrell's shall charge Customer for any labor other required to effect repairs or equipment, which are not to be covered under the manufacturer's warranty, or the labor warranty set forth above. Accepted return of goods, and repair or replacement thereof, or trade-in for new goods, shall constitute full settlement of any claim by Customer for damages, and shall constitute a full release of Harrell's with regard to the sale, and Harrell's shall not be responsible for any late fees or consequential damages. A prior decision by Harrell's to accept returned goods does not constitute a binding obligation to accept return of future goods.

DEFAULT

Upon default of the terms and conditions of this sale, as stated herein, Harrell's shall have the right to terminate its obligation hereunder and, if the goods are undelivered in whole or in part, to sell the goods, at private or public sale. Customer shall remain liable to Harrell's for the unpaid balance of the purchase price plus the cost and expense of the resale of the goods, including attorney fees, less the proceeds of such sale. If the goods are delivered, or if Harrell's attempts in any and every way to effect resale, for any reason Harrell's shall have the right to repossess same, including the right of entry upon Customer's premises, and to resell same as provided above, or to exercise any other legal remedy authorized by law in this Agreement, with the addition of all storage, repossession, loss of discounts or promotional incentives and sale to be added to the contract price, including attorney fees. If the goods are delivered and are resold at a price less than the purchase price, Harrell's shall have the additional right of entry upon the merchant's premises to take the goods or to take a security interest therein and to file a financing statement with the appropriate government agency without the Customer's signature.

LEGAL ENFORCEMENT

If Harrell's commences legal action to enforce the provisions of this Contract, it shall be entitled to a judgment of all costs of such proceeding, and reasonable attorney fees. The laws of the State of Indiana shall govern this Agreement and each party agrees to be subject to the jurisdiction of that State, regardless of its legal domicile.

IMPOSSIBILITY OF PERFORMANCE BY HARRELL'S

Harrell's shall not be liable for loss or damage due to nonperformance or delay in performance caused by conditions beyond the control of Harrell's including, but not limited to, acts of God, acts of armies and of Customer, and authorities, fire or other calamity, strikes or other labor disturbances, war, riots or other civil commotion, delays in transportation, loss of lock, or delivery by Harrell's suppliers, shortages of fuel or other energy, or inability to obtain labor, materials, supplies, or equipment. All delivery dates are estimated and are not guaranteed.

NON SOLICITATION OF HARRELL'S EMPLOYEES

At all times during the term of this Agreement and for a period of three (3) years following the last date Harrell's provides any services, whatsoever to or for the benefit of Customer, neither the Customer, nor any of its officers, directors, shareholders, owners or partners,

any of its agents, successors or assigns, shall for any reason whatsoever, directly or indirectly, for himself or itself, or as a shareholder, officer, director, employee, independent contractor, consultant, partner, joint venturer, proprietor, or in any other capacity, solicit for employment or services or hire for employment or services in any capacity whatsoever, any employee or representative of Harrell's that was employed by or a representative of Harrell's at any time during which Harrell's performed a service for or contracted business with the Customer. Customer agrees that actual damages resulting from a breach of this provision will be difficult or impossible to ascertain, and that Customer will be, by such violation, employing the valuable confidential information provided to and shared with each employee or representative by Harrell's Customer acknowledges Harrell's will suffer irreparable harm as a result of such violation, and expressly agrees that Harrell's shall be entitled in addition to all other legal and equitable remedies, to an injunction to restrain the further violation thereof, together with all costs of enforcement, including Harrell's reasonable attorney's fees. Customer further agrees that any litigation or Harrell's' debts necessary to enforce the terms of the provisions may be initiated by Harrell's and prosecuted by Harrell's at the state and federal courts having jurisdiction in Cassopolis, Indiana, regardless of the terms, current domicile or principal place of business of Customer, or any other person or entity acting with Customer.

ENTIRE AGREEMENT

This contract constitutes the entire agreement of the parties and incorporates all prior negotiations, understandings and agreements, verbal or written, of the parties or their representatives. Any subsequent changes, modifications or alterations thereto must be written and signed by the party against whom the change, modification or alteration is being imposed. There are no other agreements, warranties or understandings that are not included herein. This Agreement cannot be terminated except under the terms hereof, or by written consent of the parties. If the Agreement is provided for the performance by a manufacturer who has accepted an order from Harrell's to fulfill this contract, the Agreement cannot be terminated without the written consent of such manufacturer. Terms of the contract of this Agreement.

ADDITIONAL LABOR

All labor and services provided beyond the duration of the labor warranty period shall be charged to the Customer at the prevailing labor rate per labor man-hour, plus 10% to profit and any such labor to be performed after 5 p.m. (Indianapolis time) and on Saturdays shall be charged to Customer at 1 1/2 times the standard labor man-hour rate. All labor performed on Sundays and legal Holidays shall be charged to Customer at 2 times the standard labor man-hour rate.

James Lyman  
PURCHASER'S SIGNATURE

9-16-19

DATE

