City of Lincolnton
Water Resources
P. O. Box 617
Lincolnton, North Carolina
28093-0617

Lincolnton NC
Near the City. Near the Mountains. Near Perfect.

Water Treatment Plant
Phone (704) 736-8970
FAX (704) 736-8979
www.lincolntonnc.org

Memorandum

To: The Honorable Mayor and City Council

Thru: Ritchie Haynes, City Manager

From: Daniel Perry, Water Resources Operations Manager

Subject: WTP Generators / Switch Gears & WWTP Generators

Date: May 7, 2026

Summary:

As discussed at budget retreat, we are in need of updating various Water Resource's infrastructure. It is my hope that you will allow us the opportunity to upgrade our generators at the WTP and WWTP along with updating the switch gears at the WTP.

Background:

The City has received settlement money that council has already approved and resolved to set aside for improving infrastructure at the WTP and WWTP (Dec. 2025 council).

Fiscal Impact:

< $305,000.00

Recommendation:

Staff recommends City Council to accept and approve the bid to Carolina CAT to replace the generators and switch gears at the WTP. Staff recommends City Council to accept and approve the bid to Sanford Electric to replace the generators at the WWTP. Lastly, staff recommends that City Council authorizes the City Manager to execute all contract documents associated with this project

Attachments:

- Quotes
- Settlement Summary

PFAS Settlement Summary

Settling Defendant: 3M Company

Payment #	Qtr/Year of Payment	% Included in Payment	Cumulative % Paid	Payment	16.67% Attorney's Fees	8.33% Class Action Capital Fees	Total Received or Estimates	Payment Received
1	Q2: 2025	20.0	20.0	$390,334.03	$65,068.68	$32,514.82	$292,750.52	10/30/2025
2	Q2-Q3: 2025	45.6	65.6	$889,961.59	$148,356.60	$74,133.80	$667,471.19	11/14/2025
3	Q2; 2026	6.4	72.0	$124,906.89	$20,821.98	$10,404.74	$93,680.17	
4	Q2: 2027	4.8	76.8	$93,680.17	$15,616.48	$7,803.56	$70,260.13	
5	Q2: 2028	5.6	82.4	$109,293.53	$18,219.23	$9,104.15	$81,970.15	
6	Q2: 2029	5.0	87.4	$97,583.51	$16,267.17	$8,128.71	$73,187.63	
7	Q2: 2030	3.4	90.8	$66,356.79	$11,061.68	$5,527.52	$49,767.59	
8	Q2: 2031	3.4	94.2	$66,356.79	$11,061.68	$5,527.52	$49,767.59	
9	Q2: 2032	3.0	97.2	$58,550.10	$9,760.30	$4,877.22	$43,912.58	
10	Q2: 2033	2.8	100.0	$54,646.76	$9,109.61	$4,552.08	$40,985.07	
				$1,951,670.16	$325,343.42	$162,574.12	$1,463,752.62	

Settling Defendant: Dupont

Payment #	Qtr/Year of Payment	% Included in Payment	Cumulative % Paid	Payment	16.67% Attorney's Fees	8.33% Class Action Capital Fees	Total Received or Estimates	Payment Received
1	Q2: 2025	100.0	100.0	$224,442.06	$37,414.49	$18,702.76	$168,324.81	11/25/2025
				$224,442.06	$37,414.49	$18,702.76	$168,324.81	

Settling Defendant: Tyco and BASF

Payment #	Qtr/Year of Payment	% Included in Payment	Cumulative % Paid	Payment	16.67% Attorney's Fees	8.33% Class Action Capital Fees	Total Received or Estimates	Payment Received
1		100.0	100.0	$224,442.06	$37,414.49	$18,702.76	$168,324.81	
				$224,442.06	$37,414.49	$18,702.76	$168,324.81	

*** Per email dated 2/16/2026 from Yahn Olson, dollar values for Tyco and BASF combined should be roughly the same as the Dupont settlement.

Projected PFAS Settlement:	$1,800,402.23

Generator Quotes

Water Treatment Plant (WTP)

Bid #			
1	Carolina CAT		$832,100.00
	Carlona CAT	(Switchgear)	$304,195.00
2	Cummins		$1,420,000.00
3	Generac		$1,224,919.00

Wastewater Treatment Plant (WWTP)

Bid #		
1	Carolina CAT	$848,600.00
2	Cummins	$1,420,000.00
3	Generac	$1,239,600.00
4	Sanford Electric	$968,295.00

Rationale how / why vendors were selected

Vendor		
1	Carolina CAT - WTP	Generators and switch gear together are cheaper than other bids from other vendors
2	Sanford Electric - WWTP	Sanford Electric intitially installed the generators the WWTP currently has. They know the plant's design and schematic / drawings. Their bid price includes a "turn-key" type of job. Other vendors are quoting us only to procure the generators themselves.

Generator Worksheet

Incoming Money:

Projected PFAS Settlement: $1,800,402.23
(Money Coming into the City)

WTP:	
Generators:	$832,100.00
Switch Gears	304,195.40
WWTP:	
Generators:	$968,295.00
Total Costs	**$2,104,590.40**

Expenditures		$2,104,590.40
	-	$1,800,402.23
Difference:		$304,188.17

SANFORD ELECTRICAL CONTRACTORS, INC.
P.O. Box 1173
Sanford, NC 27331-1173 US
+19197744533
office@sanfordelectricalcontractors.com
sanfordelectricalcontractors.com

Estimate

SANFORD ELECTRICAL CONTRACTORS

ADDRESS
City of Lincolnton
P.O. Box 617
NC.
Lincolnton, NC 28093

ESTIMATE #	DATE	EXPIRATION DATE
3675	04/24/2026	05/24/2026

DATE		DESCRIPTION	QTY	RATE	AMOUNT
		Lincolnton WWTP 1250 kW Generator Job to include removal of existing generators for backup power at water plant. Job to include furnish and install of (1) new 1250 kw generator on existing concrete pad. Terminate existing wire back to new generator. Provide crane for removal and install of generator. Fuel removal and refill is by the City of Lincolnton. Provide startup of generator and ensure proper operation.			
	Labor - municipal bid		200	80.00	16,000.00T
	Materials	1250 kw generator	1	413,724.30	413,724.30T
	Materials	Conduit, wire and fittings	1	6,250.00	6,250.00T
	Equipment Rental	Crane	1	15,000.00	15,000.00T
	Travel Expense		1	1,500.00	1,500.00T

SUBTOTAL	452,474.30
TAX	31,673.20
TOTAL	**$484,147.50**

Accepted By

Accepted Date

SANFORD ELECTRICAL CONTRACTORS, INC.
P.O. Box 1173
Sanford, NC 27331-1173 US
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Estimate

SANFORD ELECTRICAL CONTRACTORS

ADDRESS
City of Lincolnton P.O. Box 617 NC. Lincolnton, NC 28093

ESTIMATE #	DATE	EXPIRATION DATE
3676	04/23/2026	05/23/2026

DATE		DESCRIPTION	QTY	RATE	AMOUNT
		Lincolnton WWTP Old Office Building Job to include removal of a1250 kw generator at waste water plant. Furnish and install a new 1250 kw generator on existing concrete pad. Provide crane for removal and install of generators. Fuel removal and refill is by City of Lincolnton. Provide startup of generators and ensure proper operation. Pricing based on reuse of existing wiring.			
	Labor - municipal bid		200	80.00	16,000.00T
	Materials	1250 kw generator	1	413,724.30	413,724.30T
	Materials	Conduit, wire and fittings	1	6,250.00	6,250.00T
	Equipment Rental	Crane	1	15,000.00	15,000.00T
	Travel Expense		1	1,500.00	1,500.00T

SUBTOTAL	452,474.30
TAX	31,673.20
TOTAL	**$484,147.50**

Accepted By

Accepted Date

Date: April 28, 2026

Reference: City of Lincolnton - WTP Generator Replacement

Quote Number: 21127033

Quantity 2 - Generac Industrial diesel engine-driven generator sets with turbocharged/aftercooled 12-cylinder 45.8L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated with Paralleling Capability
- 1250 kW Rating, wired for 277/480 VAC Three Phase, 60 Hz
- Permanent Magnet Excitation
- UL2200, EPA Certified
- Circuit Breaker, Motorized for Paralleling Capability - 2000 Amp
    - Arcflash Reduction Maintenance via Control Panel
- DSE G8601 Digital Genset Controller for paralleled generators
- Weather Protective Enclosure, Steel
    - Industrial Grey Baked-On Powder Coat Finish
    - AC/DC Enclosure Interior LED Lighting Kit
    - 120V GFCI and 240V Outlet
- 2,170 Gallon Double-Wall UL142 Basetank
    - 24 hour run-time @ 100% load
- Coolant Heaters, 9000 watt, 480V Three Phase, Qty 2
- 20 Amp Battery Charger System
- 1400 CCA Group 8D Batteries, with rack, installed
- 3 Owner's Manuals
- 2-Year Comprehensive Warranty

Automatic Transfer Switch:

Quantity 1 - Automatic Transfer Switch consisting of the following features and accessories:

- 3000 Amp, 4 Pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
- Service Entrance Rated
- Open Transition
- UL 1008 Listed, CSA Certified
- NEMA 1 Enclosure
- 2-Year Comprehensive Warranty

Miscellaneous:

Quantity 1 - Start-up & Testing

Quantity 1 - Freight Factory Direct First Destination Unloading by Others

Total investment for the above equipment (Not including any applicable tax or freight): **$1,224,919**

Notes:
- Generators quoted to match current BOM.
- Installation by others.

Price is firm for orders released to production thirty (30) days from the date of the quote. Please note that prices are subject to change due to tariffs and supply chain disruptions.

Delivery: Current Lead time is 40-46 weeks after receipt of final release. Lead times are subject to market demand fluctuations and frequently change between time of proposal and time of order. If delivery is critical, please verify current times at time of order.

Basis of Quotation: No specifications or drawings provided; quoted per customer request only.

Unless expressly listed in BOM above this proposal specifically excludes: Generator Foundation (pad), Any exhaust, cooling ducting or piping for interior units, any fuel piping except between sub-base tank and engine, fuel for start-up and testing, on-site pressure testing of the fuel tank, termination of power cables, installation services, NETA, NRTL Testing, Reactive load bank testing, Coordination studies or Infrared scanning.

Terms and Conditions

Quoted Price is based upon acceptance of National Power Terms and Conditions of Sale available for review at: https://natpow.com/terms-conditions

https://natpow.com/purchase-order-terms-conditions

Alterations or modifications to these terms or payment schedules may impact price.

Sincerely,

Matt Edly
Senior Power Consultant & Sales Operations Director
National Power
704.749.4776
Matt.Edly@natpow.com

Acceptance of Quote

Buyer, through its authorized representative, hereby accepts National Power Corporation's offer as shown on this quote and agrees to all the terms and conditions above.

Name: _____ Title: _____

Company: _____

Customer Signature _____ Date: _____

Date: April 28, 2026

Reference: City of Lincolnton - WWTP Generator Replacement

Quote Number: 21127012

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 12-cylinder 45.8L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 1250 kW Rating, wired for 277/480 VAC Three Phase, 60 Hz
- Permanent Magnet Excitation
- UL2200, EPA Certified
- Circuit Breaker, 100% Rated LSI Electronic Trip - 2000 Amp
    - Arcflash Reduction Maintenance via Control Panel
- DSE G8601 Digital Genset Controller
- Weather Protective Enclosure, Steel
    - Industrial Grey Baked-On Powder Coat Finish
    - AC/DC Enclosure Interior LED Lighting Kit
    - 120V GFCI and 240V Outlet
- 2,170 Gallon Double-Wall UL142 Basetank
    - 24 hour run-time @ 100% load
- Coolant Heaters, 9000 watt, 480V Three Phase, Qty 2
- 20 Amp Battery Charger System
- 1400 CCA Group 8D Batteries, with rack, installed
- 3 Owner's Manuals
- 2-Year Comprehensive Warranty

Automatic Transfer Switch:

Quantity 1 - Automatic Transfer Switch consisting of the following features and accessories:

- 2500 Amp, 4 Pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
- Service Entrance Rated
- Open Transition
- UL 1008 Listed, CSA Certified
- NEMA 1 Enclosure
- 2-Year Comprehensive Warranty

Miscellaneous:

Quantity 1 - Start-up & Testing

Quantity 1 - Freight Factory Direct First Destination Unloading by Others

Total investment for the above equipment (Not including any applicable tax or freight): ..... **$619,800 per site**

Notes:
- Generators quoted to match current BOM.
- Installation by others.

Price is firm for orders released to production thirty (30) days from the date of the quote. Please note that prices are subject to change due to tariffs and supply chain disruptions.

Delivery: Current Lead time is 40-46 weeks after receipt of final release. Lead times are subject to market demand fluctuations and frequently change between time of proposal and time of order. If delivery is critical, please verify current times at time of order.

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Terms and Conditions

Quoted Price is based upon acceptance of National Power Terms and Conditions of Sale available for review at: https://natpow.com/terms-conditions

https://natpow.com/purchase-order-terms-conditions

Alterations or modifications to these terms or payment schedules may impact price.

Sincerely,

Matt Edly
Senior Power Consultant & Sales Operations Director
National Power
704.749.4776
Matt.Edly@natpow.com

Acceptance of Quote

Buyer, through its authorized representative, hereby accepts National Power Corporation's offer as shown on this quote and agrees to all the terms and conditions above.

Name: _____ Title: _____

Company: _____

Customer Signature _____ Date: _____

Project: Lincoln WTP, Sourcewell
Budget

April 1, 2026

Prepared by
Nicole Michael
Senior Sales Executive - PG
(864) 641-5077
hq689@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C1250D6E, Diesel Genset, 60Hz, 1250kW U.S. EPA, Stationary Emergency Application C1250D6E, Diesel Genset, 60Hz, 1250kW Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 IBC Seismic Certification Duty Rating - Standby Power (ESP) Low Voltage (220/380V - 347/600V) Voltage - 277/480, 3 Phase, Wye, 4 Wire 40C/104F Ambient Temperature (Standard Cooling System) No Heater Required Control Display Language - English Literature - English Output Terminals - 2 - Hole Lug, NEMA 125C Temperature Rise Alternator - 60Hz, Wye, 380 - 480V, 125/105C - Standby/Prime Control Mounting - Front Facing PowerCommand 3.3 Controller, Paralleling Capable Analog Meters - AC Output AmpSentryTM UL Listed Protective Relay Alarm - Audible, Engine Shutdown LCD Control Display Signals - Auxiliary, 8 Inputs/8 Outputs Relays - User Configured Circuit Breaker or Entrance Box - Single Manual Circuit Breaker - Right CB dual breaker type_None Circuit Breaker or Entrance Box - Bottom Entry,Right Side Circuit Breaker - 2500A, Right, 3P, UL 600, IEC 415, UL Serv Ent, 100% Circuit Breaker or Entrance Box or Terminal Box, Left - None Circuit Breaker Lugs - Mechanical, Right Side Battery Charging Alternator Water in Fuel (WIF) sensor Low fuel pressure sensor Shutdown - Low Coolant Level	1

	Warning - Low Coolant Level	
	Engine Air Cleaner - Normal Duty	
	Air Cleaner Restriction Indicator - Mechanical	
	Engine Starter - 24 Volt DC Motor	
	Standby 10 Year 5000 Hour Parts+Labor+Travel	
	Packing - Standard. This is the standard packing for domestic over-the-road deliveries	
	Fuel Filters - Engine, Single	
	Installation, Fuel System	1
	Circuit Breaker Lugs-Mechanical, Right Side	1
	Installation, Duct	1
	Isolator, Vibration	14
2	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	2
3	Weather Proof Aluminum Enclosure with load center, lights, outlets; 5,700 Sub Base Fuel tank with alarms; Platform and Stairs	1
4	Freight & other charges	1
5	Service - start up & testing	1

TOTAL: $710,000.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Project Notes & Clarifications:

- Current Submittal Lead Time: 3 weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
    - Generator: 1 year
- Proposal based upon supplied based off site visit.
- This generator will tie to the existing Thompson ATS.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- Warranty:Cummins 5-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- Startup & Training:
    - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.

- Our proposal includes 5 trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
- Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
- No videotaping is included with this quotation. All taping is supplied by others.

- PMA:Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Nicole Michael

Nicole Michael
Senior Sales Executive - PG
(864) 641-5077
hq689@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature _____ Date _____

Company Name _____

Printed Name & Title _____

Purchase Order No _____

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars ($2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,

equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the

scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY
NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.
25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.
26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.
27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Quote No.: 31538770 | **Issue Date: 3/18/2026**

Project Name: City of Lincolnton WTP & WWTP | **Valid: 30 days**

Project Location: Lincolnton, NC | **SOURCEWELL: 092222- CAT**

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2 GENERATOR SETS, DIESEL FOR WTP

Caterpillar Model C32

- Generator Set:
  - 1,000kW Standby Rating
  - 71.9 GPH @ full load / 56.4 GPH @ 75% load
  - EPA Stationary Emergency Emissions Certified (Tier 2) for Stationary Emergency use only
  - 480V, 3 phase, 4 wire, wye connected, 60 Hz
- UL2200 certified
- NFPA 110 complaint
- EMCP 4.2B control panel
  - Right hand mounted with local NFPA-99/110 alarm module, installed
  - Remote NFPA alarm annunciation panel, shipped loose
  - Local I/O module with 12 digital inputs and 8 form "C" relay outputs
- Alternator
  - 1,755 SKVA @ 20% voltage dip
  - 125C temperature rise over 40C ambient
  - No. of bearings: 2
  - Insulation class: H
  - Form Wound, 2/3 Pitch
  - PMG excitation system with Anti-condensation heater
  - Digital voltage regulator
  - Generator temperature monitoring package
- Radiator
  - Unit mounted with engine driven fan
  - 50/50 coolant
  - 53C
- Power Termination
  - 1600A LSIG Breaker
- Engine
  - Manual sump pump
  - Single stage air cleaner
  - 45A Charging alternator
  - Heavy duty motor starter, 50MT 24VDC
  - 20A Battery charger
  - Lead acid battery sets, racks, cables w/battery cases (2-12V batteries, 1500CCA, 210 ampere hours)
  - 240V 9kW Jacket water heater
  - Spring type isolators
  - Factory test report 0.8PF
  - **5-year Warranty**
- Factory Sound Attenuated (75dba) Enclosure & UL 142 Sub Base Tank
  - Electrical package
  - 3,600 gallon sub base tank
  - Cold Weather Bundle (enclosure heater, motorized louvers)
  - Stairs & Platforms

Charlotte, NC
9000 Statesville Rd.
Charlotte, NC 28269

Kaleb M. Koontz
(704) 620-9926
Sales Engineer
kkoontz@carolinacat.com

GENERAL

- Start-up, testing, and customer training
- **Includes 4-hour on-site load bank test**
- F.O.B. to jobsite (Off-loading and installation not included).

Price: **$ 832,100.00 (plus any applicable taxes)**

2 GENERATOR SETS, DIESEL FOR WWTP

Caterpillar Model C32

- Generator Set:
  - 1,000kW Standby Rating
  - 71.9 GPH @ full load / 56.4 GPH @ 75% load
  - EPA Stationary Emergency Emissions Certified (Tier 2) for Stationary Emergency use only
  - 480V, 3 phase, 4 wire, wye connected, 60 Hz
- UL2200 certified
- NFPA 110 complaint
- EMCP 4.2B control panel
  - Right hand mounted with local NFPA-99/110 alarm module, installed
  - Remote NFPA alarm annunciation panel, shipped loose
  - Local I/O module with 12 digital inputs and 8 form "C" relay outputs
- Alternator
  - 1,755 SKVA @ 20% voltage dip
  - 125C temperature rise over 40C ambient
  - No. of bearings: 2
  - Insulation class: H
  - Form Wound, 2/3 Pitch
  - PMG excitation system with Anti-condensation heater
  - Digital voltage regulator
  - Generator temperature monitoring package
- Radiator
  - Unit mounted with engine driven fan
  - 50/50 coolant
  - 53C
- Power Termination
  - 1600A LSIG Breaker
- Engine
  - Manual sump pump
  - Single stage air cleaner
  - 45A Charging alternator
  - Heavy duty motor starter, 50MT 24VDC
  - 20A Battery charger
  - Lead acid battery sets, racks, cables w/battery cases (2-12V batteries, 1500CCA, 210 ampere hours)
  - 240V 9kW Jacket water heater
  - Spring type isolators
  - Factory test report 0.8PF
  - **5-year Warranty**
- Factory Sound Attenuated (75dba) Enclosure & UL 142 Sub Base Tank
  - Electrical package
  - 3,600 gallon sub base tank
  - Cold Weather Bundle (enclosure heater, motorized louvers)
  - Custom High Stairs & Platforms

GENERAL

- Start-up, testing, and customer training
- **Includes 4-hour on-site load bank test**
- F.O.B. to jobsite (Off-loading and installation not included).

Price: $ 848,600.00 (plus any applicable taxes)

Estimated Submittals (after receiving PO):

Gensets:	4-5 weeks

Estimated Shipment:

Generators:	41 weeks

Billing Information:

Equipment Delivery:	90% upon delivery to jobsite.
Final:	10% billed at completion of start-up and commissioning.

OTES:

1. **Pricing is only for generator, freight and start up. Does not include ATS mods. Does not include installation.**

Quotation Notes:

1. **WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.**
2. This quotation covers items listed herein and does not constitute a specific job proposal.
3. All equipment furnished loose for installation by others unless specifically listed as installed.
4. We are quoting this equipment as a material supplier only, we do not include any offloading, installation, concrete pad, conduit, wiring, lugs, fuel, fuel piping, and other misc. hardware.
5. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
6. Relay and/or System Coordination Study not included unless specifically noted.
7. Telephone and verbal orders are to be confirmed in writing.
8. We reserve the right to correct errors or omissions.
9. Carolina Cat is not responsible for occurrences beyond our control.
10. Sale is contingent upon customer signing a Carolina CAT Purchaser Agreement Form.
11. This quotation is made subject to Carolina Tractor Standard Terms and Conditions.
12. This quotation is valid for Thirty (30) days from date of issue.
13. Contracts which include penalties or liquidated damage clauses for failure to meet promised shipping dates are not accepted by or binding on Carolina CAT, unless accepted, and confirmed in writing by an officer of Carolina Tractor & Equipment Company at its corporate office.
14. Delivery dates listed above are only estimates based on current delivery times from the manufacturer's, they are subject to change at any time. Firm delivery dates can only be obtained after equipment has been released for production by the manufacturer. Release for production occurs after submittals have been approved in writing by the customer or the customer's representative.

CONDITIONS OF SALE

1. **DEFINITIONS.** For purposes hereof, unless otherwise provided herein (i) "Company" means Carolina Tractor & Equipment Company, a North Carolina corporation; (ii) "Conditions of Sale" means the following conditions of sale which are hereby incorporated by reference in, and made a part of, the Sales Order Agreement to which these Conditions of Sale are affixed or attached; (iii) "Customer" means the individual or entity whose name appears on the face of the Sales Order Agreement; (iv) "Equipment" means the equipment and products described on the face of the Sales Order Agreement; (v) "Invoice" means any invoice sent by Company to Customer pursuant to a Sales Order Agreement; and (vi) "Sales Order Agreement" means Company's Sales Order Agreement, which is an agreement between Company and Customer.

2. **PAYMENT TERMS.** Customer shall pay to Company the amount listed on the face of the Sales Order Agreement or Invoice in the manner and in accordance with the terms provided on the face of the Sales Order Agreement or Invoice. If Customer fails to pay the amount listed on the Sales Order Agreement or Invoice as required, Company may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). Any and all taxes imposed by federal, state or other governmental authorities on the sale of the Equipment shall be paid by Customer in addition to the prices listed (and whether or not itemized) on the Sales Order Agreement or Invoice. Customer may not hold back, delay or set-off any amounts owed to Company in satisfaction of any claims asserted by Customer against Company.

3. **DELIVERY TERMS.** Unless otherwise stated on the face of the Sales Order Agreement, all delivery terms shall be Free on Board (F.O.B.) at the facility where the Equipment is manufactured, pursuant to which the risk of loss passes to Customer when the Equipment is put into the possession of a carrier. Company will use reasonable diligence to meet the scheduled delivery dates provided herein, which are estimates and not guarantees of when the Equipment will actually be delivered. Customer's acceptance of delivery shall constitute a waiver of any claim of damage for delay. All references to delivery and shipment terms are with reference to the applicable provisions of the Uniform Commercial Code in effect from time to time in the State of North Carolina.

4. **INSTALLATION.** Unless otherwise set forth on the face of the Sales Order Agreement, Company shall not provide (i) any offloading or installation services with respect to the Equipment, (ii) any equipment, consumables or other hardware required for the installation of the Equipment, including, without limitation, concrete pads, conduit, wiring, lugs, fuel or fuel piping or (iii) any relay or system coordination study.

5. **SECURITY INTEREST.** To secure the payment of the purchase price of the Equipment and all other amounts due to Company from Customer, Customer hereby grants to Company a purchase money security interest in the Equipment and in all equipment and goods hereafter sold by Company to Customer, all accounts resulting from the sale or other disposition thereof by Customer and in all instruments, documents, general intangibles, attachments and accessions related thereto and all proceeds of the foregoing, as such terms are defined in the Uniform Commercial Code in effect from time to time in the State of North Carolina. Customer hereby authorizes Company to file with the appropriate filing offices such UCC-1 financing statements and other instruments and documents as Company deems necessary to evidence and perfect the above-described security interest.

6. **TITLE.** Upon delivery of the Equipment to Customer's job site, the Equipment shall become the property of Customer, subject to a reservation of a security interest herein granted to Company, and any losses or damage thereto shall be borne by Customer. Customer shall obtain appropriate risk insurance for fire, theft and extended coverage including vandalism, which recognizes Company's interest.

7. **WARRANTY.** WARRANTIES WITH RESPECT TO ANY EQUIPMENT ARE MADE BY THE MANUFACTURER OF SUCH EQUIPMENT, AND, UPON REQUEST, COMPANY WILL PROVIDE A COPY OF THE APPLICABLE MANUFACTURER'S WARRANTY. COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

8. **REMEDIES UPON BREACH.** If Customer breaches this contract, Company shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If Company breaches this contract, Customer's exclusive remedy shall be to terminate this contract, after written notice to Company of the breach and reasonable time to cure, by written notice thereof to Company, and to receive a refund of the Sales Order Agreement amount, if previously paid, for any Equipment that have not been shipped or otherwise identified to this contract as of the date of such termination.

9. **CANCELLATIONS.** Cancellation of this contract must be in writing signed by Customer and Company. Such cancellation will be deemed to occur on the date that both parties sign the notice of cancellation. Upon such cancellation, Customer agrees to pay Company the greater of (i) thirty percent (30%) of the amount listed on the face of the Sales Order Agreement or Invoice or (ii) all costs and expenses incurred by Company in connection with this contract, including, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed upon Company by its suppliers or subcontractors.

10. **COSTS.** Customer shall pay all of Company's costs and expenses, including reasonable attorney's fees, of collecting any amount not paid when due hereunder and of otherwise enforcing the terms and conditions of this contract.

11. **EXCUSE FOR NON-PERFORMANCE.** Company shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond Company's control, including without limitation, riots, wars, earthquakes or national emergencies, labor disputes of every kind however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Company's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.

12. **INSOLVENCY OF CUSTOMER.** Company may cancel this contract and suspend any further deliveries hereunder without any liability to Customer, and, if the Equipment has been delivered but not paid for, the price therefor shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Customer; (ii) Customer makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) Customer ceases, or threatens to cease, to carry on the ordinary course of its business, or transfers all or substantially all of its property; (iv) the Equipment is seized under any legal process or confiscated; or (v) Company in good faith believes that the ability of Customer to pay or perform any provision of this contract is impaired, or that the Equipment is in danger of being lost, or that any of the events mentioned above is about to occur.

13. **LIMITATION ON DAMAGES.** Company shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property with respect to the Equipment or Company's performance hereunder. Company's contractual liability for failure to fulfill its obligations hereunder or any other liability in connection with the Equipment shall be limited to the amount of the purchase price of the Equipment. Even if Company has been advised of the possibility of the following, Company shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, losses due to delay in shipment, failure to realize expected savings, any claim against customer by a third party, or any other commercial or economic losses of any kind.

14. **NOTICES.** All requests, instructions and notices from one party to the other must be in writing and may be given via mail or facsimile transmission to the address of the parties shown on the face of the Sales Order Agreement.

15. **GOVERNING LAW; VENUE.** This contract shall be governed by the laws of the state of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

16. **MISCELLANEOUS.** The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Equipment. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This contract may be modified only by a writing referencing this contract signed by Company and Customer. The parties acknowledge and agree that any and all additional or different terms and conditions contained in any of Customer's acceptances, acknowledgments, invoices, bills or other commercial documents are hereby rejected by Company and shall not become part of the Conditions of Sale or limit, modify or otherwise affect the Sales Order Agreement. The failure of Company to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Company by virtue of this contract shall inure to the benefit of its successors and assigns.

SUBMITTED BY: Kaleb M. Koontz

CAROLINA CAT

ACCEPTED BY:_____

P.O. #:_____

COMPANY:_____

DATE:_____

Carolina Power Systems CAT

PROPOSAL

CITY OF LINCOLNTON
ATTN: ACCOUNTS PAYABLE PO BOX 617
LINCOLNTON NC

No:221537 - 1

CUSTOMER NO.	ESTIMATE NO.	DATE	CONTACT
494300	221537	1/20/2026	NOLAN HALLMAN
PHONE NO.	**FAX NO.**	**EMAIL**	
704 736 8970		NHALLMAN@LINCOLNTONNC.ORG	
MODEL	**MAKE**		**SERIAL NO.**
	P3		AES JOB SITE-494300
UNIT NO.	**HOURS**	**WO NO.**	**P.O. NO.**
AES			
NOTE			
WATER TREATMENT PLANT 1338 REEPSVILLE RD, LINCOLNTON, NC 28092			

SEGMENT: 01 UPGRADE CIRCUIT BREAKER

SCOPE OF WORK: TO REPLACE (3) EXISTING GE AKR BREAKERS WITH NEW ENTELLIGUARD R RETROFILL BREAKERS.
****

PROVIDE ABB ENTELLIGUARD R RETROFILL BREAKERS AS LISTED BELOW TO REPLACE THE EXISTING GE AKR GENERATOR BREAKERS. ENTELLIGUARD R RETROFILL BREAKERS UTILIZE THE LATEST LINE OF ENTELLIGUARD G CIRCUIT BREAKERS. RETROFILL BREAKERS ARE SUPPLIED WITH THE ENTELLIGUARD G CIRCUIT BREAKER ADAPTERS NEEDED TO FIT BREAKER INTO ORIGINAL CELL, FINGER CLUSTERS, BREAKER SECONDARY DISCONNECTS.
****

SEE BELOW LIST OF EQUIPMENT TO BE UPGRADED:
****

-GENERATOR 1
-CELL C1
-3200 A FRAME
-MODEL AKR-7F-75H
-SN# 0343A8110-001-001
-GEAR SN# 18902-P-110885
****

-GENERATOR 2
-CELL C2
-3200 A FRAME
-MODEL AKR-10F-75
-SN# 0343A7782-003-004
-GEAR SN# 23175-D-117198
****

-UTILITY MAIN
-CELL CU
-4000 A
-MODEL AKR10F-100
-SN# 0357A3772-002-001
-GEAR SN# 23175-D-117198
****

ADDITIONAL WORK TO BE COMPLETED WITH BREAKER RETRIFIT:
-PROVIDE (3) NEW DOORS FOR THE RETROFIT BREAKERS.
-FOR EACH BREAKER ABOVE, PROVIDE NEW DOOR FOR THE RETROFILL BREAKER WITH PROPER LABELING.
-DOOR ESCUTCHEON KIT
-POSITION SWITCH ACTUATOR FOR OEM SMALL/LARGE FRAME BREAKER.
-IF REQUIRED, PROVIDE RELT SWITCH & HARNESS KIT.
-HIDDEN ON BUTTON KIT, GHO (FOR SOURCE BREAKERS ONLY).
-PROVIDE INSTALLATION SERVICES FOR THE BREAKERS AND HARDWARE AS LISTED ABOVE.
-PROVIDE ENGINEERING SERVICES, DRAWINGS, PARTS, TESTING, AND INSTALLATION SERVICES.
-PROVIDE REVISED DRAWINGS INCORPORATING THE PREVIOUSLY DESCRIBED MODIFICATIONS.
-ABB FIELD SERVICE TO INSTALL THE ABOVE MODIFICATION.

Segment 01 Total:	304,195.40
Total Segments:	304,195.40

TOTAL ESTIMATE 304,195.40

-Estimate will expire 30 days from the estimate date.
-Pricing excludes applicable sales tax, freight/delivery charges, transportation, overtime, field truck charges and supplies/environmental fees unless otherwise noted above.
-Estimate is provided based on our reasonable observation or diagnosis. If we find additional repairs or parts are required that might alter our original estimate, we will provide the customer with an updated estimate for those repairs or parts. No additional work will be performed or parts installed beyond the original estimate, without prior authorization from the customer.
-In the event of an Original Equipment Manufacturer (OEM) price increase, Carolina Cat reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM

ESTIMATED REPAIR TIME: _____**from start date.**

"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: _____ ***Authorized Name:*** _____ ***Please Print***

Date: ____/____/_____.

_____
Signature

Any questions? Please call Mike Brown
at Office: +17047317421 Mobile: +17044008172 Fax: Branch: 704-731-7440 Email: MDBrown@carolinacat.com

Carolina CAT Power Systems

Terms & Conditions

1. General Application. These terms and conditions of sale (the "Terms and Conditions") of Carolina Tractor & Equipment Company, d/b/a Carolina Cat Power Systems ("CCPS"), apply to, and form an integral part of, the following: (i) all quotations and offers made by CCPS ("Quote") to a customer whose name agrees on the face of the Quote ("Purchaser"); (ii) all acceptances, acknowledgements, and confirmations signed by CCPS and Purchaser, of this Quote; and (iii) any agreements regarding the sale by CCPS, and purchase by Purchaser, of equipment, products, and goods (collectively, "Products") and/or services (collectively, "Services").

2. Scope. Any terms and conditions set forth on any document issued by Purchaser (including any purchase order or other form prepared by Purchaser) are hereby explicitly rejected and intentionally disregarded by CCPS unless such purchase order is executed by Purchaser and CCPS, and any such terms shall be wholly inapplicable to any sale made by CCPS to Purchaser and shall not be binding in any way on CCPS. No reference herein to Purchaser's inquiry or any document issued by Purchaser shall in any way modify the terms and conditions hereof.

3. Quotes. Any Quote is open for acceptance by Purchaser within the period stated by CCPS in the Quote, or when no period is specified, within thirty (30) days from the date of the Quote; provided, however, that any Quote may be withdrawn or revoked by CCPS at any time prior to Purchaser's execution of a Quote. Except as affected by provisions hereof entitled "Force Majeure" and "Termination on Default", there shall be no postponement or cancellation of a Quote unless by mutual agreement of CCPS and Purchaser. In the event of cancellation by mutual agreement, Purchaser shall be liable for the cost of engineering, supervision, labor and material delivered or in process at the time of cancellation.

4. Pricing; Payment. The price quoted on a CCPS quotation for Services is based upon shop or field labor working eight hours per day, and the standard forty-hour week, with the normal schedule dates of Monday through Friday. The price quoted is in no way inclusive of any overtime work or holiday pay unless explicitly stated on the quotation. The price stated in any Quote assumes that CCPS will be able to proceed on a continuous basis of engineering, purchasing, manufacture, delivery and/or installations without any delay. Any and all taxes imposed by federal, state or other governmental authorities on the sale, purchase, shipment, storage, use or consumption of the Products or Services shall be paid, or reimbursed, to CCPS by Purchaser, in addition to the amounts listed (but whether or not listed) on the applicable Quote. Purchaser shall pay to CCPS the amount set forth in the applicable Quote (i) net thirty (30) days on all Products

shipped, from the date of shipment, and (ii) net thirty (30) days upon completion of Services, unless otherwise agreed to in the Quote.

5. Failure to Pay. If Purchaser fails to pay the amount set forth in a Quote within the time specified by the same, CCPS may, in its sole discretion, without prejudice to any other remedy available to CCPS, at law or in equity, do any one or more of the following: (i) postpone shipments of Products or delivery of Services; (ii) alter payment terms; (iii) terminate shipments or Services; and (iv) charge interest on all overdue amounts at the lesser of the rate of 1.5% or the maximum amount allowed by applicable law, per month, compounded monthly. Further, Purchaser shall pay all of CCPS's costs and expenses (including reasonable attorneys' fees) incurred directly or indirectly by CCPS in the collection of any amount not paid when due under a Quote. Purchaser may not hold back, delay or set-off any amounts owed to CCPS in satisfaction of any claims asserted by Purchaser against CCPS.

6. Change Orders. Any changes in engineering, design, construction, manufacturing , parts or services requested by Purchaser resulting in delays subsequent to the execution of a Quote (a "Change Order"), shall result in additional expense due to CCPS. CCPS shall take no action until both Purchaser and CCPS have executed a written Change Order. Delays resulting from a Change Order, and resulting expenses, may be stated in the Change Order. CCPS will credit against the stated pricing any reduced costs that can be established resulting from such Change Order.

7. Delivery and Installation. Unless otherwise specified in a Quote, (i) delivery terms shall be Free on Board (F.O.B.) 9000 Statesville Road, and (ii) the Products may be delivered in part, or all in one shipment, as determined by CCPS. CCPS will use commercially reasonable diligence to meet the scheduled shipment dates provided in the Quote, which are estimates and not guarantees of when the Products actually will be shipped. Purchaser's acceptance of delivery shall constitute a waiver of any claim relating to delay. Unless otherwise set forth on the face of the Quote, CCPS shall not provide (i) any offloading or installation services with respect to the Products, (ii) any equipment, consumables or other hardware required for the installation of the Products, including, without limitation, concrete pads, conduit, wiring, lugs, fuel system materials, assembly or installation, fuel, or (iii) any relay or system coordination study.

8. Title. Upon possession of the Products with a carrier designated by CCPS (or as otherwise provided in the Quote), the Products shall become the property of Purchaser, subject to a reservation of a security interest in the same herein granted to CCPS. Any losses or damage thereto on and following delivery shall be borne by Purchaser. Title to the Products, materials and equipment installed by CCPS shall remain with CCPS and shall vest in Purchaser only upon payment in full to CCPS of the required purchase price. Until Purchaser pays the purchase price in full, Purchaser (i) shall keep the Products, materials and equipment on its premises at all times; (ii) shall not remove any Products, material or equipment from the premises, without the written approval of CCPS and (iii) shall not transfer, mortgage, pledge or dispose of the same.

9. Nonconformity. Within ten (10) days after delivery of a Product to Purchaser, or completion of a Service, in accordance with the Quote, Purchaser must give detailed written notice to CCPS of any claim based upon the condition, quantity or grade of the Product sold, any aspect of a Service or any claimed nonconformity with the Quote. The failure of Purchaser to comply with this requirement shall constitute irrevocable acceptance by Purchaser of the Product delivered or the Service rendered and shall bind Purchaser to pay CCPS the full price for such Product or Service.

10. Security Interest. To secure the payment of the purchase price of the Products and all other amounts due to CCPS from Purchaser, Purchaser hereby grants to CCPS a purchase money security interest in the Products to secure the payment of the purchase price of the Products and of all other amounts due to CCPS from Purchaser at the time of delivery of the Products and thereafter incurred or owed by Purchaser. Purchaser agrees to execute and deliver to CCPS supplemental security agreements, financing statements and other documents as CCPS may reasonably require to perfect, preserve and enforce such security interest. Purchaser shall not remove any Products from the premises of Purchaser or permit any Products to become subject to a lien in favor of any third party, until full performance of all obligations of Purchaser to CCPS under, and with respect to, this Quote, as applicable to those Products.

11. Purchaser's Facilities. Purchaser shall provide CCPS with such facilities and resources as CCPS may require to fulfill its obligations hereunder, including: (i) furnishing reasonable working area cleared and free from any interference by others working in the area; (ii) providing access to the facility in the form of road and truck unloading facility; (iii) repairing any floor or clearance requirement; (iv) keeping the work site free from water and other debris; (v) providing all utilities in the form of electric current, light, water and heat as may be required for installation work; and (vi) paying the cost of changes, delays or interruptions due to omission of the foregoing. Purchaser is responsible for providing receptacles for trash removal and to incur

the cost of the proper disposal of said debris.

12. WARRANTY. ANY AND ALL WARRANTIES WITH RESPECT TO PRODUCTS ARE PROVIDED SOLELY BY THE MANUFACTURER OF THE APPLICABLE PRODUCTS, AND, UPON REQUEST, CCPS WILL SUPPLY THE TERMS AND CONDITIONS OF SUCH TO PURCHASER. CCPS MAKES NO DIRECT WARRANTY WITH RESPECT TO THE PRODUCTS, ALL WARRANTY OBLIGATIONS BEING THOSE OF THE MANUFACTURER; PROVIDED, THAT CCPS SHALL PROVIDE PURCHASER WITH A ONE (1)-YEAR LIMITED WARRANTY ON CCPS'S SERVICES, WHICH WILL BE SPECIFIED IN THE ASSOCIATED QUOTE (THE "SERVICES WARRANTY"). THE SERVICES WARRANTY DOES NOT COVER ANY PRODUCTS THAT ARE NOT USED FOR THEIR INTENDED PURPOSE, OR IN ACCORDANCE WITH ACCOMPANYING DOCUMENTATION OR THAT HAVE BEEN ALTERED IN ANY WAY BY PURCHASER, ITS EMPLOYEES OR AGENTS OR BY ANY THIRD PARTY.

13. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" AND CCPS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. PURCHASER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS QUOTE IN RELIANCE UPON ANY STATEMENT OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

14. Limitation on Damages. Any action by Purchaser under or relating to this Quote or the Products or Services sold must be commenced within twelve (12) months after such cause of action has accrued. CCPS's contractual liability for failure to fulfill its obligations hereunder or any other liability under or in connection with the Products or Services shall be limited to the repair or replacement of non-conforming Products, or the re-execution of non-conforming Services, provided, however, that the amount of such liability shall not exceed the purchase price of the applicable Products or Services. CCPS SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY, WITH RESPECT TO THE PRODUCTS OR SERVICES OR CCPS'S PERFORMANCE HEREUNDER. EVEN IF CCPS HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOLLOWING, CCPS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES RELATING TO THE SALE OF THE PRODUCTS OR SERVICES, OR THE RENDERING THEREOF, OR OTHERWISE, LOSSES DUE TO DELAY IN SHIPMENT, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST PURCHASER BY A THIRD PARTY OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

15. Indemnification. Purchaser shall hold harmless, indemnify, and defend CCPS and its subsidiaries, affiliates, directors, officers, employees and agents (collectively, "CCPS Parties" or "CCPS Party") from and against, and pay, any liability, obligation, loss, damage, fee, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense or disbursement of any kind or nature whatsoever (including without limitation all reasonable attorneys' fees) (hereinafter collectively referred to as "Liabilities") that may be imposed on, incurred by or asserted against any CCPS Party by a third party arising out of the transactions contemplated by this Quote or operation of Products sold to Purchaser hereunder. Notwithstanding the foregoing, Purchaser shall not be liable to any CCPS Party for any portion of such Liabilities that resulted from CCPS's gross negligence, fraud, bad faith or willful misconduct.

16. Termination on Default. In addition to other methods of termination set forth in a Quote, CCPS may terminate and cancel the Quote, and suspend any further performance by CCPS hereunder, if (i) any Product or Service has been delivered or rendered but not paid for by Purchaser in accordance with the terms hereof (all amounts owed in the future hereunder by Purchaser to CCPS thereby becoming immediately due and payable, despite any other agreement to the contrary); (ii) any proceeding in bankruptcy, insolvency, receivership or liquidation are taken against Purchaser; (iii) Purchaser makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iv) Purchaser materially breaches any term of the Quote or (v) CCPS, in good faith, believers that the ability of Purchaser to pay or perform any provision of this Purchase Agreement is impaired.

17. Remedies Upon Breach. If Purchaser breaches this contract, CCPS shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, CCPS's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If CCPS breaches this

contract, Purchaser's exclusive remedy shall be to terminate this contract, after written notice to CCPS of the breach and reasonable time to cure, by written notice thereof to CCPS, and to receive a refund of the Quote amount, if previously paid, for any Products that have not been shipped or otherwise identified to this contract as of the date of such termination.

18. Force Majeure. CCPS shall not be liable for damages of any kind, caused by delays in shipment, delivery or any other nonperformance of this Quote, directly or indirectly resulting from, or contributed to by, any circumstances beyond CCPS's control, including without limitation acts of God, riots, wars or national emergencies, epidemics, pandemics, acts of terrorism, labor disputes of every kind, however caused, embargoes, non-delivery by suppliers, inability to obtain supplies through normal sources, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend CCPS's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, CCPS may allocate its deliveries among its customers as it may decide in its sole discretion.

19. Confidentiality. The information in these Terms and Conditions, and any documents attached hereto, contain proprietary and confidential information belonging to CCPS and may not be copied, reused, modified, stored or retained except for review and discussion between Purchaser and CCPS. This includes, but is not limited to, any content, intellectual property, technical method, text incorporated and drawings contained therein. It shall not be used, disclosed, modified or reproduced, in whole or in part, for any purpose other than to evaluate these Terms and Conditions, without the prior written consent of CCPS.

20. Governing Law and Venue. This Quote shall be governed by the laws of the State of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

21. Miscellaneous. The Terms and Conditions stated herein constitute, along with the Quote, the complete and exclusive statement of the terms and conditions of sale of the Products and Services. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This Terms and Conditions may be amended, modified or supplemented only by a writing signed by CCPS and Purchaser. The failure of CCPS to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of these Terms and Conditions which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this Quote in that jurisdiction without in any way invalidating the remaining provisions of these Terms and Conditions, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights that accrue to CCPS by virtue of these Terms and Conditions shall inure to the benefit of its successors and assigns. All requests, instructions and notices from one party to the other must be in writing and may be given via certified mail or facsimile transmission to the address of the parties shown on the face of the Quote. Neither the Uniform Law on the International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods nor the Convention on Contracts for the International Sale of Goods applies to this Quote

22. Surcharges. In the event of an Original Equipment Manufacturer (OEM) price increase, CCPS reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

23. Cancellations. If Purchaser seeks to cancel its order or it fails or refuses to accept delivery of the products it has ordered, Purchaser agrees to pay all charges incurred by CCPS as a result of such cancellation or refusal or failure to accept delivery. The charges include any cancellation penalties charged to CCPS by the manufacturer, the charges of returning the product to its point of original shipment by CCPS, storage fees, demurrage, or other charges related to Purchaser's cancellation or refusal or failure to accept delivery. A 15% cancellation fee will also apply. If Purchaser cancels its order after the result of a price or Surcharge adjustment affecting the order, and the manufacturer will accept a cancellation request with no penalty, and cancellation fees will be waived.

Cat® C32

Diesel Generator Sets

Spec. Sheet



Image shown may not reflect actual co

	145 (5.7)
	162 (6.4)
	32.1 (1959)
	14.0:1
	TA
	EUI
	ADEM™ A4

Standby 60 Hz ekW (kVA)	Mission Critical 60 Hz ekW (kVA)	Prime 60 Hz ekW (kVA)	Emissions Performance
1100 (1375.0)	1100 (1375.0)	1000 (1250.0)	U.S. EPA Emergency Stationary Use Only (Tier 2)
1250 (1562.5)	1250 (1562.5)	1136 (1420.0)	

Standard Features

Cat® Diesel Engine

- Designed and tested to meet the U.S. EPA Emergency Stationary Use Only (Tier 2) emission standards
- Reliable and consistent performance proven in thousands of applications worldwide

Generator Set Package

- Accepts 100% block load in one step and meets NFPA 110 loading requirements
- Conforms to ISO 8528-5 G3 load acceptance requirements
- Reliability is verified through prototype testing, which includes torsional vibration, fuel consumption, oil consumption, transient performance, and endurance testing

Alternators

- Superior motor starting capability minimizes the need for oversizing the generator
- Designed to match the performance and output characteristics of Cat diesel engines

Cooling System

- Cooling systems available to operate in ambient temperatures up to 50°C (122°F)
- Tested to ensure proper generator set cooling

EMCP 4 Control Panels

- User-friendly interface and navigation
- Scalable system to meet a wide range of installation requirements
- Expansion modules and site specific programming for specific customer requirements

Warranty

- 24 months/1000-hour warranty for standby and mission critical ratings
- 12 months/unlimited hour warranty for prime and continuous ratings
- Extended service protection is available to provide extended coverage options

Worldwide Product Support

- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- Your local Cat dealer provides extensive post-sale support, including maintenance and repair agreements

Financing

- Caterpillar offers an array of financial products to help you succeed through financial service excellence
- Options include loans, finance lease, operating lease, working capital, and revolving line of credit
- Contact your local Cat dealer for availability in your region

Optional Equipment

Engine

Air Cleaner

- ❑ Single element
- ❑ Dual element
- ❑ Heavy duty

Muffler

- ❑ Industrial grade (15 dB)

Starting

- ❑ Standard batteries
- ❑ Oversized batteries
- ❑ Standard electric starter
- ❑ Dual duty electric starter
- ❑ Jacket water heater

Alternator

Output voltage

- ❑ 220V ❑ 440V
- ❑ 240V ❑ 480V
- ❑ 380V ❑ 600V
- ❑ 400V

Temperature Rise (over 40°C ambient)

- ❑ 150°C
- ❑ 125°C/130°C
- ❑ 105°C
- ❑ 80°C

Winding type

- ❑ Random wound
- ❑ Form wound

Excitation

- ❑ Self excited
- ❑ Internal excitation (IE)
- ❑ Permanent magnet (PM)

Attachments

- ❑ Anti-condensation heater
- ❑ Stator and bearing temperature monitoring and protection

Power Termination

Type

- ❑ Bus bar
- ❑ Circuit breaker
- ❑ 400A ❑ 800A
- ❑ 1200A ❑ 1600A
- ❑ 2000A ❑ 2500A
- ❑ 3000A ❑ 3200A
- ❑ UL ❑ IEC
- ❑ 3-pole ❑ 4-pole
- ❑ Manually operated
- ❑ Electrically operated

Trip Unit

- ❑ LSI ❑ LSI-G
- ❑ LSIG-P

Factory Enclosure

- ❑ Weather protective
- ❑ Sound attenuated

Attachments

- ❑ Cold weather bundle
- ❑ DC lighting package
- ❑ AC lighting package
- ❑ Motorized louvers

Fuel Tank

- ❑ Sub-base
- ❑ 1000 gal (3875 L)
- ❑ 2000 gal (7570 L)
- ❑ 3600 gal (13627 L)

Control System

Controller

- ❑ EMCP 4.2B
- ❑ EMCP 4.3
- ❑ EMCP 4.4

Attachments

- ❑ Local annunciator module
- ❑ Remote annunciator module
- ❑ Expansion I/O module
- ❑ Remote monitoring software

Charging

- ❑ Battery charger – 10A

Vibration Isolators

- ❑ Rubber
- ❑ Spring
- ❑ Seismic rated

Cat Connect

Connectivity

- ❑ Ethernet
- ❑ Cellular
- ❑ Satellite

Extended Service Options

Terms

- ❑ 2 year (prime)
- ❑ 3 year
- ❑ 5 year
- ❑ 10 year

Coverage

- ❑ Silver
- ❑ Gold
- ❑ Platinum
- ❑ Platinum Plus

Ancillary Equipment

- ❑ Automatic transfer switch (ATS)
- ❑ Uninterruptible power supply (UPS)
- ❑ Paralleling switchgear
- ❑ Paralleling controls

Certifications

- ❑ UL 2200 Listed
- ❑ CSA
- ❑ IBC seismic certification
- ❑ OSHPD pre-approval

Note: *Some options may not be available on all models. Certifications may not be available with all model configurations. Consult factory for availability.*

Package Performance

Performance	Standby		Mission Critical		Prime	
Frequency	60 Hz		60 Hz		60 Hz	
Gen set power rating with fan	1250 ekW		1250 ekW		1136 ekW	
Gen set power rating with fan @ 0.8 power factor	1562.5 kVA		1562.5 kVA		1420.0 kVA	
Emissions	EPA ESE (Tier 2)		EPA ESE (Tier 2)		EPA ESE (Tier 2)	
Performance number	EM2324-09		EM2532-03		EM2538-01	
Fuel Consumption						
100% load with fan – L/hr (gal/hr)	330.9	(87.4)	330.9	(87.4)	306.6	(81.0)
75% load with fan – L/hr (gal/hr)	268.9	(71.0)	269.1	(71.1)	241.4	(63.8)
50% load with fan – L/hr (gal/hr)	181.1	(47.8)	181.3	(47.9)	167.5	(44.3)
25% load with fan – L/hr (gal/hr)	102.1	(27.0)	102.3	(27.0)	94.7	(25.0)
Cooling System						
Radiator air flow restriction (system) – kPa (in. water)	0.12	(0.48)	0.12	(0.48)	0.12	(0.48)
Radiator air flow – m^3/min (cfm)	1432	(50571)	1432	(50571)	1432	(50571)
Engine coolant capacity – L (gal)	55.0	(14.5)	55.0	(14.5)	55.0	(14.5)
Radiator coolant capacity – L (gal)	55.0	(14.5)	55.0	(14.5)	55.0	(14.5)
Total coolant capacity – L (gal)	110	(29.0)	110	(29.0)	110	(29.0)
Inlet Air						
Combustion air inlet flow rate – m^3/min (cfm)	118.0	(4168.3)	118.0	(4168.3)	114.4	(4039.9)
Exhaust System						
Exhaust stack gas temperature – °C (°F)	430.3	(806.6)	430.3	(806.6)	420.1	(788.2)
Exhaust gas flow rate – m^3/min (cfm)	283.4	(10005.8)	283.4	(10005.8)	270.7	(9558.9)
Exhaust system backpressure (maximum allowable) – kPa (in. water)	6.7	(27.0)	6.7	(27.0)	6.7	(27.0)
Heat Rejection						
Heat rejection to jacket water – kW (Btu/min)	403	(22908)	403	(22908)	390	(22199)
Heat rejection to exhaust (total) – kW (Btu/min)	1097	(62361)	1097	(62361)	1053	(59888)
Heat rejection to aftercooler – kW (Btu/min)	452	(25715)	452	(25715)	433	(24627)
Heat rejection to atmosphere from engine – kW (Btu/min)	222	(12620)	222	(12620)	209	(11880)
Heat rejection from alternator – kW (Btu/min)	58.9	(3350)	58.9	(3350)	52.2	(2969)
Emissions* (Nominal)						
NOx mg/Nm^3 (g/hp-h)	2416.9	(5.13)	2416.9	(5.13)	2127.0	(4.58)
CO mg/Nm^3 (g/hp-h)	53.0	(0.11)	53.0	(0.11)	40.4	(0.09)
HC mg/Nm^3 (g/hp-h)	21.6	(0.05)	21.6	(0.05)	22.2	(0.06)
PM mg/Nm^3 (g/hp-h)	5.1	(0.01)	5.1	(0.01)	6.8	(0.02)
Emissions* (Potential Site Variation)						
NOx mg/Nm^3 (g/hp-h)	2924.5	(6.20)	2924.5	(6.20)	2573.7	(5.54)
CO mg/Nm^3 (g/hp-h)	99.1	(0.21)	99.1	(0.21)	75.5	(0.16)
HC mg/Nm^3 (g/hp-h)	40.8	(0.10)	40.8	(0.10)	42.0	(0.10)
PM mg/Nm^3 (g/hp-h)	10.0	(0.02)	10.0	(0.02)	13.2	(0.03)

**mg/Nm^3 levels are corrected to 5% O_2. Contact your local Cat dealer for further information*

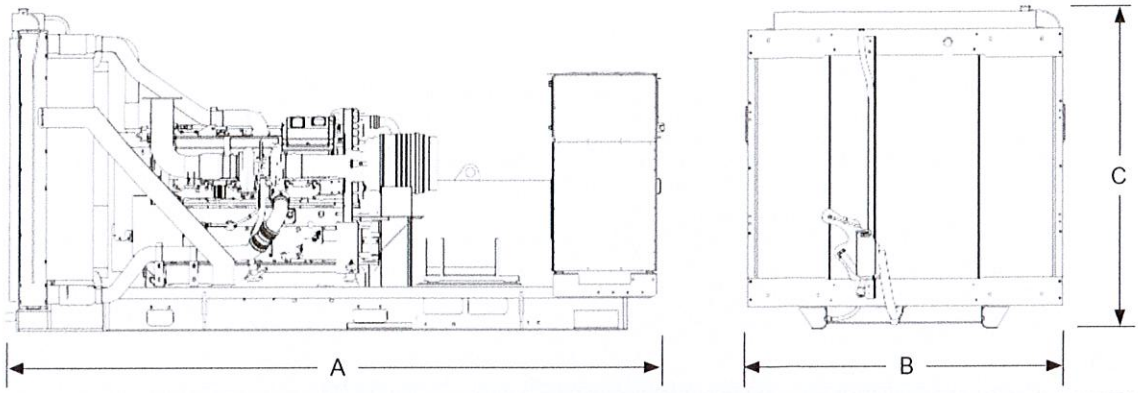
Package Performance

Performance	Standby		Mission Critical		Prime	
Frequency	60 Hz		60 Hz		60 Hz	
Gen set power rating with fan	1100 ekW		1100 ekW		1000 ekW	
Gen set power rating with fan @ 0.8 power factor	1375 kVA		1375 kVA		1250 kVA	
Emissions	EPA ESE (Tier 2)		EPA ESE (Tier 2)		EPA ESE (Tier 2)	
Performance number	EM2325-07		EM2533-03		EM2539-01	
Fuel Consumption						
100% load with fan – L/hr (gal/hr)	299.8	(79.2)	299.8	(79.2)	281.2	(74.3)
75% load with fan – L/hr (gal/hr)	232.8	(61.5)	232.8	(61.5)	210.6	(55.6)
50% load with fan – L/hr (gal/hr)	163.2	(43.1)	163.2	(43.1)	151.3	(40.0)
25% load with fan – L/hr (gal/hr)	92.3	(24.4)	92.3	(24.4)	85.4	(22.6)
Cooling System						
Radiator air flow restriction (system) – kPa (in. water)	0.12	(0.48)	0.12	(0.48)	0.12	(0.48)
Radiator air flow – m^3/min (cfm)	1432	(50571)	1432	(50571)	1432	(50571)
Engine coolant capacity – L (gal)	55.0	(14.5)	55.0	(14.5)	55.0	(14.5)
Radiator coolant capacity – L (gal)	55.0	(14.5)	55.0	(14.5)	55.0	(14.5)
Total coolant capacity – L (gal)	110	(29.0)	110	(29.0)	110	(29.0)
Inlet Air						
Combustion air inlet flow rate – m^3/min (cfm)	113.4	(4004.9)	113.4	(4004.9)	110.6	(3905.2)
Exhaust System						
Exhaust stack gas temperature – °C (°F)	417.3	(783.2)	417.3	(783.2)	410.6	(771.1)
Exhaust gas flow rate – m^3/min (cfm)	266.9	(9425.0)	266.9	(9425.0)	257.6	(9097.1)
Exhaust system backpressure (maximum allowable) – kPa (in. water)	6.7	(27.0)	6.7	(27.0)	6.7	(27.0)
Heat Rejection						
Heat rejection to jacket water – kW (Btu/min)	385	(21898)	385	(21898)	367	(20867)
Heat rejection to exhaust (total) – kW (Btu/min)	1036	(58923)	1036	(58923)	981	(55782)
Heat rejection to aftercooler – kW (Btu/min)	424	(24138)	424	(24138)	394	(22416)
Heat rejection to atmosphere from engine – kW (Btu/min)	204	(11618)	204	(11618)	190	(10824)
Heat rejection from alternator – kW (Btu/min)	54.2	(3082)	54.2	(3082)	49.3	(2804)
Emissions* (Nominal)						
NOx mg/Nm^3 (g/hp-h)	2018.8	(4.38)	2018.8	(4.38)	1717.3	(3.83)
CO mg/Nm^3 (g/hp-h)	37.4	(0.08)	37.4	(0.08)	41.4	(0.09)
HC mg/Nm^3 (g/hp-h)	22.5	(0.06)	22.5	(0.06)	23.2	(0.06)
PM mg/Nm^3 (g/hp-h)	7.2	(0.02)	7.2	(0.02)	8.3	(0.02)
Emissions* (Potential Site Variation)						
NOx mg/Nm^3 (g/hp-h)	2442.7	(5.30)	2442.7	(5.30)	2077.9	(4.63)
CO mg/Nm^3 (g/hp-h)	69.9	(0.15)	69.9	(0.15)	77.4	(0.17)
HC mg/Nm^3 (g/hp-h)	42.6	(0.11)	42.6	(0.11)	43.9	(0.11)
PM mg/Nm^3 (g/hp-h)	14.1	(0.04)	14.1	(0.04)	16.1	(0.04)

**mg/Nm³ levels are corrected to 5% O_2. Contact your local Cat dealer for further information*

C32 Diesel Generator Sets
Electric Power

Weights and Dimensions



Standby 60 Hz ekW (kVA)	Mission Critical 60 Hz ekW (kVA)	Prime 60 Hz ekW (kVA)	Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
1100 (1375.0)	1100 (1375.0)	1000 (1250.0)	4285 (168.7)	2228 (87.7)	2194 (86.4)	7400 (16,314)
1250 (1562.5)	1250 (1562.5)	1136 (1420.0)	4385 (172.7)	2228 (87.7)	2194 (86.4)	7600 (16,755)

Note: *For reference only. Do not use for installation design. Contact your local Cat dealer for precise weights and dimensions.*

Ratings Definitions

Standby
Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Mission Critical
Output available with varying load for the duration of the interruption of the normal source power. Average power output is 85% of the mission critical power rating. Typical peak demand up to 100% of rated power for up to 5% of the operating time. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Prime
Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated ekW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

Applicable Codes and Standards
AS 1359, CSA C22.2 No. 100-04, UL 142, UL 489, UL 869, UL 2200, NFPA 37, NFPA 70, NFPA 99, NFPA 110, IBC, IEC 60034-1, ISO 3046, ISO 8528, NEMA MG1-22, NEMA MG1-33, 2014/35/EU, 2006/42/EC, 2014/30/EU.

Note: Codes may not be available in all model configurations. Please consult your local Cat dealer for availability.

Data Center Applications
- ISO 8528-1 Data Center Power (DCP) compliant per DCP application of Cat diesel generator set prime power rating.
- All ratings Tier III/Tier IV compliant per Uptime Institute requirements.
- All ratings ANSI/TIA-942 compliant for Rated-1 through Rated-4 data centers.

Fuel Rates
Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42,780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.)

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C32 PGDG, C32 PGBI
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