

ENETK LLC

PLC AUTOMATION & INTEGRATION
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QUOTE

ENETK & EH SYSTEMS
Professional Industrial Solutions
1234 Industrial Drive
Houston, TX 77002
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Quote Number: Q-20250105-001
Quote Date: 2025-01-05
Project: Kinder Morgan Radar Upgrade Project
Customer Ref: KM RADAR REQUEST 2025

CUSTOMER INFORMATION

Company: Kinder Morgan Energy Partners
Contact: Mr. Kyle Merrill
Phone: (713) 555-0123
Email: kyle.merrill@kindermorgan.com

LINE ITEMS

Item #	Description	Qty	Unit	Unit Price	Total Price
1	Micropilot FMR63B Product Configuration: 010: Approval: CD: CSA C/US XP Cl.I Div.1 Gr.A-D, Cl.II,III Div.1 Gr.E4G, Cl.I D10.2 Gr.A-D, \$21862.00 0/1, AEx \$4864.00 T6 Ga/G				

	Micropilot FMR60B			
2	Product Configuration: 010: Approval: CD: CSA C/US XP Cl.I Div.1 Gr.A-D, Cl.II,III Div.1 Gr.E1G, Cl.I D10.2 Gr.A-D, \$3451048 0/1, AEX\$3451048C T6 Ga/G			

Subtotal:	\$8312.47
Tax (8.0%):	\$665.00
TOTAL:	\$8977.47

TERMS AND CONDITIONS

1. Acceptance. The Buyer's purchase order ("Order") is an offer to buy Goods and/or Services under these Terms and Conditions. The Agreement is formed when Seller provides written acceptance of the Order. Any Seller quotation is not an offer and is valid for 30 days from issuance unless noted differently on proposal.

2. Buyer's Assent. Shipment by Seller and Buyer's acceptance or payment for any part of the Goods and/or Services constitutes Buyer's agreement to these Terms. The seller may withdraw or modify its conditional acceptance of the Order before Buyer accepts the Goods and Services.

3. Modification. No modifications or changes are binding on Seller unless agreed in writing by Seller. Seller is not bound by any additional or different terms in Buyer's communications unless specifically accepted in writing. Prior dealings, trade practices, or verbal agreements not formally documented and signed by Seller are not binding. Any attempted modification or repudiation by Buyer, without Seller's consent, may be treated as a breach of the Agreement.

4. Payment. The price of Goods is as stated in the Order Confirmation and excludes packaging, insurance, and transport. Service charges are based on time and materials per Seller's standard rates, available upon request. Prices for Goods and Services (collectively, "Prices") are subject to Seller's standard annual increases, with prior notice to Buyer. Payment is due in full within 30 days of shipment unless otherwise specified on Order, without set-off or withholding except as legally required. Unpaid balances incur a 1.5% monthly service charge. If Seller identifies a significant negative change in Buyer's financial condition or if payments are overdue, Seller may revoke credit, require C.O.D. terms, or suspend further performance. Seller retains a security interest in the Goods until full payment is received, and Buyer authorizes Seller to file any documents necessary to protect this security interest.

5. Termination. If the Agreement is terminated by mutual consent and no other arrangement is specified, the Buyer shall pay termination charges equal to the greater of: (i) 10% of the net sales price, or (ii) the sum of (a) the Order price for completed Goods and Services, (b) Seller's actual costs and liabilities for uncompleted portions, and (c) reasonable estimated profit on uncompleted portions

6. Returns. Custom products are made specifically to the Buyer's specifications and may not be eligible for return. If a return is permitted at the Seller's discretion, a restocking fee of 15% of the purchase price will apply. Restocking Fees will vary from different manufacturers and vendors. All return requests for custom products must be pre-approved in writing by the Seller, and returned items must be in their original condition.

7. Delivery / Shipment. Seller will deliver Goods to the location specified in the Order Confirmation. Buyer is responsible for shipping, packing, and handling costs, and assumes risk of loss once Goods are transferred to the carrier. Buyer has five (5) days after delivery to report any discrepancies with the itemized packing list.

8. Storage Fees. If the Buyer delays shipment or fails to provide required information, causing Goods to be stored, storage fees will apply starting from the scheduled shipment date unless otherwise extended in writing. Buyers will be invoiced separately for storage at Seller's actual cost, with payment due within 30 days of the invoice date.

9. Warranties. All warranties on products will defer to the manufacturer's warranty. The Seller provides no additional warranties, and any warranty claims should coordinate with the product's manufacturer.

10. Sales or Use Taxes. Seller will apply sales tax to taxable orders unless Buyer provides valid and legally acceptable documentation, such as a tax-exempt certificate or direct pay permit, as required by the jurisdiction where delivery or service occurs. Buyer is responsible for any additional sales tax if a subsequent audit finds that the provided documentation was incomplete or invalid, unless Buyer corrects the deficiency within 30 days of notification.