

1255 NW 21ST ST  
POMPANO BEACH FL 33069-1428  
Phone: 954-633-6300  
Fax: 954-971-7029

To: HYPOWER, INC.  
5913 NW 31ST AVENUE  
FORT LAUDERDALE FL 33309-2207  
Attn: 1Taylor Iszler  
Phone: 954-978-9300  
Email: anthony.patterson@graybar.com  
Fax: 954-978-3632

Date: 03/07/2023  
**Project Name:** RE: 400914 - KINGS HIGHWAY (HYPE-27)  
**GB Quote #:** 0242865140  
Purchase Order Nbr:  
Release Nbr: TAYLOR  
Additional Ref#:  
Revision Nbr:  
Valid From: 03/07/2023  
Valid To: 03/08/2023  
Contact: ANTHONY PATTERSON  
Email: anthony.patterson@graybar.com

## Proposal

We appreciate your request and take pleasure in responding as follows

### Notes:

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
 <p>100 14 WIRE THHN-4-STR-B RN-CUT REEL THHN/THWN-2 19 STR 600V 90DEG CU</p> <p><b>GB Part#:</b>25013270 <a href="#">MFR SPEC SHEET</a></p>					\$1,118.81	1000	\$15.66
 <p>200 14 WIRE THHN-4-STR-O RN-CUT REEL THHN/THWN-2 19 STR 600V 90DEG CU</p> <p><b>GB Part#:</b>25013272 <a href="#">MFR SPEC SHEET</a></p>					\$1,118.81	1000	\$15.66
 <p>300 14 WIRE THHN-4-STR-Y EL-CUT REEL THHN/THWN-2 19 STR 600V 90DEG CU</p> <p><b>GB Part#:</b>25013273 <a href="#">MFR SPEC SHEET</a></p>					\$1,118.81	1000	\$15.66
 <p>400 14 WIRE THHN-8-STR-G RN-CUT REEL THHN/THWN-2 19 STR 600V 90DEG CU</p> <p><b>GB Part#:</b>22061578 <a href="#">MFR SPEC SHEET</a></p>					\$475.20	1000	\$6.65

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.






Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

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GB Quote #: 0242865140

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 500	14	WIRE	THHN-3-STR-B LK-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	\$1,411.13	1000	\$19.76
<b>GB Part#:</b> 22061511 <a href="#">MFR SPEC SHEET</a>							
 600	14	WIRE	THHN-3-STR-R ED-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	\$1,411.13	1000	\$19.76
<b>GB Part#:</b> 25111308 <a href="#">MFR SPEC SHEET</a>							
 700	14	WIRE	THHN-3-STR-B LU-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	\$1,411.13	1000	\$19.76
<b>GB Part#:</b> 25108262 <a href="#">MFR SPEC SHEET</a> <b>Customer Part#:</b> THHN-3-STR-B							
 800	14	WIRE	THHN-3-STR-W HT-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	\$1,411.13	1000	\$19.76
<b>GB Part#:</b> 25093707 <a href="#">MFR SPEC SHEET</a>							
 900	14	WIRE	THHN-8-STR-G RN-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	\$475.20	1000	\$6.65
<b>GB Part#:</b> 22061578 <a href="#">MFR SPEC SHEET</a>							

Total in USD (Tax not included): \$139.32

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GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1.,,ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order issubject to credit approval and acceptance of order by Graybar ElectricCompany, Inc. ("Graybar") and, when applicable, Graybar's suppliers. Ifcredit of the buyer of the goods or services ("Buyer") becomesunsatisfactory to Graybar, Graybar reserves the right to terminate uponnotice to Buyer and without liability to Graybar.

2.,,PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goodsshall be those in effect at time of shipment, which shall be made F.O.B.shipping point, prepaid and bill. Unless otherwise indicated in theapplicable quotation or statement of work, prices for services shall bethose in effect at the time of completion. The contract price for goodsand or services shall be increased by the amount of any applicletariff, excise, fee, assessment, levy, charge or duty of any kindwhatsoever, imposed, assessed or collected by any governmental body,whether or not reflected in the costs charged to Graybar, and Graybarmay increase its cost for goods and or services appropriately to takeinto account such increases in Graybar's costs.

3.,,RETURN OF GOODS - Credit may be allowed for goods returned withprior approval. A deduction may be made from credits issued to covercost of handling. Returns will not be accepted for services or anymaterial which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.

4.,,TAXES - Prices shown do not include sales or other taxes imposed onthe sale of goods or services. Taxes now or hereafter imposed uponsales, shipments or services will be added to the purchase price. Buyeragrees to reimburse Graybar for any such tax or provide Graybar withacceptable tax exemption certificate.

5.,,DELAY IN DELIVERY - Graybar is not to be accountable for delays indelivery of goods or services occasioned by acts of God, failure of itssuppliers to ship or deliver on time, or other circumstances beyondGraybar's reasonable control, including, but not limited to, sourcing,shipment or delivery issues caused by, related to or resulting fromCOVID-19 or other similar national or global health situations. Factoryshipment or delivery dates are best estimates, and in no case shallGraybar be liable for any consequential or special damages arising fromany delay in provision of services, shipment or delivery.

6.,,LIMITED WARRANTIES - Graybar warrants that all goods sold are freeof any security interest and will make available to Buyer alltransferable warranties (including without limitation warranties withrespect to intellectual property infringement) made to Graybar by themanufacturer of the goods. Buyer acknowledges that the performance ofany service which alters the manufacturer provided goods as indicated inthe statement of work may void the manufacturer's warranty. Graybarshall use the same care and skill a similarly situated provider of likeservices would exercise following commonly accepted industry practicesin the performance of its duties under this agreement. GRAYBAR MAKES NOOTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALLIMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIESOF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED INWRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLDHEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANYSAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2)IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECTPATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOTBE MAINTAINED AT ALL TIMES.

7.,,LIMITATION OF LIABILITY - Buyer's remedies under this agreement aresubject to any limitations contained in manufacturer's terms andconditions to Graybar, a copy of which will be furnished upon writtenrequest. Furthermore, Graybar's liability shall be limited to eitherrepair or replacement of the goods, re-performance of the services, orrefund of the purchase price, all at Graybar's option, and IN NO CASESHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIALDAMAGES. In addition, claims for shortages, other than loss in transit,must be made in writing not more than five (5) days after receipt ofshipment. Unless otherwise agreed in the applicable statement of work,acceptance of services will occur not more than five (5) days aftercompletion of performance.

8.,,WAIVER - The failure of Graybar to insist upon the performance ofany of the terms or conditions of this agreement or to exercise anyright hereunder shall not be deemed to be a waiver of such terms,conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9.,,MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions,and any associated statement of work, supersede all othercommunications, negotiations, and prior oral or written statementsregarding the subject matter of these terms and conditions. No change,modification, rescission, discharge, abandonment, or waiver of theseterms and conditions shall be binding upon Graybar unless made inwriting and signed on its behalf by a duly authorized representative ofGraybar. No conditions, usage of trade, course of dealing orperformance, understanding or agreement, purporting to modify, vary,explain, or supplement these terms and conditions shall be bindingunless hereafter made in writing and signed by the party to be bound.Any proposed modifications or additional terms are specifically rejectedand deemed a material alteration hereof. If this document shall bedeemed an acceptance of a prior offer by Buyer, such acceptance isexpressly conditional upon Buyer's assent to any additional or differentterms set forth herein.

10.,,REELS - When Graybar ships returnable reels, a reel deposit may beincluded in the invoice. The Buyer should contact the nearest Graybarservice location to return reels.

11.,,CERTIFICATION - Graybar hereby certifies that these goods wereproduced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and ofregulations and orders of the United States Department of Labor issuedunder Section 14 thereof. This agreement is subject to Executive Order12466, as amended, the Rehabilitation Act of 1973, as amended, theVietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O.13496, 29 CFR Part 471, Appendix A to Subpart A, and the correspondingregulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and60-250.5 are incorporated herein by reference, to the extent legallyrequired.

12.,,FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicablelaws and regulations relating to anti-corruption, including, withoutlimitation, (i) the United States Foreign Corrupt Practices Act (FCPA)(15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance,and (ii) laws and regulations implementing the Organization for EconomicCooperation and Development's Convention on Combating Bribery of ForeignPublic Officials in International Business Transactions, the U.N.Convention Against Corruption, and the Inter-American Convention AgainstCorruption in Buyer's country or any country where performance of thisagreement or delivery of goods will occur.

13.,,ASSIGNMENT - Buyer shall not assign its rights or delegate itsduties hereunder or any interest herein without the prior writtenconsent of Graybar, and any such assignment, without such consent, shallbe void.

14.,,GENERAL PROVISIONS - All typographical or clerical errors made byGraybar in any quotation, acknowledgment or publication are subject tocorrection. This agreement shall be governed by the laws of the State ofMissouri applicable to contracts to be formed and fully performed withinthe State of Missouri, without giving effect to the choice or conflictsof law provisions thereof. All suits arising from or concerning thisagreement shall be filed in the Circuit Court of St. Louis County,Missouri, or the United States District Court for the Eastern Districtof Missouri, and no other place unless otherwise determined in Graybar'ssole discretion. Buyer hereby irrevocably consents to the jurisdictionof such court or courts and agrees to appear in any such action uponwritten notice thereof.

15.,,PAYMENT TERMS - Payment terms shall be as stated on Graybar'sinvoice or as otherwise mutually agreed. As a condition of the salesagreement, a monthly service charge of the lesser of 1-1/2% or themaximum permitted by law may be added to all accounts not paid by netdue date. Visa, MasterCard, American Express, and Discover credit cardsare accepted at point of purchase only.

16.,,EXPORTING - Buyer acknowledges that this order and the performancethereof are subject to compliance with any and all applicable UnitedStates laws, regulations, or orders. Buyer agrees to comply with allsuch laws, regulations, and orders, including, if applicable, allrequirements of the International Traffic in Arms Regulations and/or theExport Administration Act, as may be amended. Buyer further agrees thatif the export laws are applicable, it will not disclose or re-export anytechnical data received under this order to any countries for which theUnited States government requires an export license or other supportingdocumentation at the time of export or transfer, unless Buyer hasobtained prior written authorization from the United States Office ofExport Control or other authority responsible for such matters.

17.,, CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or makechanges to a statement of work up to five (5) business days prior tocommencement of the work. All changes and cancellations after such dateare subject to Graybar's prior written approval in Graybar's sole andabsolute discretion. Buyer shall pay to Graybar amounts necessary tocover cancellation, restocking fees and other charges applicable to thecancelled goods or services including those incurred or committed to by Graybar.

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