# **Purchase Agreement**

# **Animal Cremator - Sierra 1200 AKA Model US200**

1,200 lb. Capacity · 52" Wide Chamber

City of Killeen Animal Shelter 3118 Commerce Drive Killeen, TX 76543

Prepared by:
U.S. CREMATION EQUIPMENT
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# Re: Proposal/Purchase Agreement for Cremator Model Sierra 1200- UL Listed

U. S. Cremation Equipment, a division of American Incinerators Corporation, a Florida corporation is pleased to submit this proposal to supply One (1) Cremator Model Sierra 1200 including stacking and ancillary equipment as outlined below. This proposal includes freight, insurance, start-up and training in the operation and maintenance of the equipment by a company technician.

# One (1) Cremator Model Sierra 1200 Maximum Load: 1200 lbs

- Cremation Capacity: Up to 400 lbs/hr
- Powder Coat Exterior Finish with Stainless Steel Trim
- Power Charging Door with Safe Dual Hydraulic Seal system
- Primary and Secondary Chamber View Ports
- Primary & Secondary Chamber Temperature Displays
- 8 Feet (2.4m) Refractory Lined Stack (Two 4 Foot Sections) with Rain Collar
- 3000° F Castable Refractory "Hot Hearth"
- Refractory Lined Draft Inducer
- 5 HP Combustion Air Blower
- 3,000,000 BTU Secondary Burner
- 1,500,000 BTU Cremation Burner
- Burner Flame Safeguard with Ultra-Violet Flame Detector (Both Burners)
- Environmental Pollutant Control System (2+ seconds retention time) and Opacity Sensor
- Operating (Clean-Out) Tools Brushes & Rakes Starter Supplies
- Installation Manual and Operating & Maintenance Manual

	Sub Total	<b>\$</b> 1	176,900.00
•	PLC Based Operating System with Touch Screen Interface		Included
•	Single Pen Temperature Chart Recorder (TX State Requirement)	\$	1,500.00
•	Spare Parts Package (2- Thermocouples, 1- Igniter, 1 UV Detector, 1-Belimo)		Included
•	2-Year Limited Warranty		Included
•	First Annual Evaluation	\$	2,900.00
•	Start-Up & Training		Included
•	Preparation of State Air Permit Forms for Your Submittal		Included
•	Freight (current rate to Killeen, TX)	\$	4,200.00
	Total Contract Price	<b>\$</b> 1	185,500.00
	(Tax Exempt)		

**Additional Costs if Applicable:** 

Single Phase Compatibility Setup (VFD)	\$ 1,900.00
Single Pen Temperature Chart Recorder	\$ 1,500.00
Dual Pen Temperature Chart Recorder	\$ 1,800.00
Strip Machine for Low Entrance Height	\$ 1,900.00
Additional Stack per Linear Ft.	\$ 500.00
Annual Evaluation (Optional Recurring)	\$ 2,900.00

#### **Ancillary Equipment Pricing:**

Anchiary Equipment 1 ricing.				
US3000PPC Processing and Packaging Center	\$ 11,900.00			
US300PS Processing Station	\$ 9,900.00			
US30SSP Processor	\$ 7,900.00			
Pet Loading Cart (Fixed-Leg)	\$ 1,290.00			
US1000HLP Lift Table	\$ 5,900.00			
US1000HLBP Battery Table	\$ 8,900.00			
US1000HLBSP Battery Table w/ Scale	\$ 9,900.00			
Remote Monitoring System	\$ 6,900.00			

#### **Important Notes:**

- 1, Additional stack required beyond the included standard 8-Ft length, will be invoiced at \$500.00 per linear foot.
- 2. Freight estimate based on quotes received on date of this proposal. Customer will be billed/credited per actual cost.
- 3. Starter supplies (Pet): 1 box Temporary Containers, 100 Generic Stainless Steel ID Tags.

#### **Start-Up & Training:**

Start-up and training are included and typically take 2 to 4 days. A company technician will cure the refractory, calibrate the cremator, and train crematorium personnel in its operation. Preventive maintenance procedures will be explained, and the first cremation cycle will be performed.

#### **Construction & Delivery**

Lead times for equipment construction and delivery are approximately six months, subject to our production backlog at the time your initial deposit is received..

#### TERMS AND CONDITIONS

#### 1. Designation of Parties:

The term "Company" refers to American Incinerators Corporation DBA U.S. Cremation Equipment, incorporated under the laws of the State of Florida and having its principal offices in Orlando, Florida, USA. The term "Purchaser" refers to the person, firm, or corporation to whom the equipment specified herein is sold.

# 2. Agreements and Representations:

This proposal covers only the materials, equipment, and services specifically mentioned and, upon acceptance, constitutes the entire agreement between the parties. No prior written or verbal agreements or representations shall modify these terms.

#### 3. Purchase Order (Sales Contract):

Must be made out to the Company and signed by an authorized representative of the Purchaser before submission of any technical data.

#### 4. Cancellation:

- No cancellation fee will apply if the contract is terminated within 30 calendar days of signing.
- If cancellation occurs after the initial 30-day period, the following fees will apply:
  - If our environmental engineer has prepared the environmental permit application and provided it to the City of Killeen for submission to the Texas Commission on Environmental Quality (TCEQ), a \$3,000 engineering fee will apply.
  - o If the steel framework of the machine has been completed, a 20% cancellation fee will apply.

#### 5. Warranty:

The equipment described in this proposal is warranted only against defective workmanship or materials for two years. If defects occur under normal and proper use within this period, the Company will furnish replacement parts F.O.B. its plant (shipping charges apply). The Company is not responsible for labor costs related to installation or for production losses caused by defective parts.

#### 6. Time of Shipment:

Estimated shipment timelines are subject to production schedules and backlog.

#### 7. Delays:

The Company is not responsible for delays caused by strikes, accidents, transportation issues, Acts of God, or other causes beyond its control. The Company is not liable for costs incurred by the Purchaser due to shipment delays.

#### 8. Foundations:

Unless otherwise specified, the Purchaser shall install foundations, including bolts, and provide tools, labor, and supplies necessary for installation, assuming responsibility for site or building strength.

#### 9. Purchaser Responsibilities:

The Purchaser is responsible for the following:

- Offloading and placement of the cremator in the building (including crane rental and rigging crew).
- Installation of exhaust duct (including roof penetration and flashing) and make-up air louvered opening.
- Environmental testing (if applicable), air pollution application fees, operating permit application, and any applicable taxes.

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- Building and construction permits, or any other permits required (e.g., gas, electrical) (excluding the environmental permit for the state of Texas (TCEQ), which is handled separately).
- Fuel (including a gas regulator) and electric connections.
- Site preparation and any additional work not mentioned in this proposal.

#### 10. Shortage and Claims:

- The Purchaser must report and have shortages or damages verified by the carrier within 10 days and file claims accordingly.
- Any other claims must be reported to the Company within 30 days of receipt; otherwise, bills of lading and packing lists will govern settlement.

#### 11. Terms of Payment:

• The City of Killeen will make a lump sum payment to American Incinerators Corporation in the amount of \$185,500.

#### 12. Security Interest:

• The City of Killeen will make a one-time payment; therefore, no security interest will be applied.

#### 13. Taxes:

- The Company will comply with all tax-exempt regulations.
- The City of Killeen will provide a valid exemption certificate, and no taxes will be charged on goods and services under this agreement.

#### 14. Acceptance:

- The proposal offer will be valid through May 31, 2025.
- Prices in the proposal will be firm through May 31, 2025.

# 15. Installation, Startup, and Training:

- The Company will provide startup and training for the Sierra 1200 Animal Cremator.
- Installation of the unit is not included. The Purchaser is solely responsible for coordinating and completing the installation process.

#### 16. Start of Construction:

No work will commence until a signed written order is received, confirming the Buyer's agreement to all proposal terms, along with any required down payments or special requirements.

# **Method of Payment:**

Deposits and payments can be made by wire transfer to:

American Incinerators DBA U. S. Cremation Equipment - Account Number 0187182483 - ABA # 062005690

Swift Code for US DOLLARS: UPNBUS44, Regions Bank, 111 North Orange Avenue, Orlando 32801 Florida USA - Phone: 407-246-5511

Or by check to:

US Cremation Equipment, 2814 Silver Star Road, Suite 201-D Orlando, FL 32808

APPROVED: City of Killeen	ACCEPTED: U. S. Cremation Equipment
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
TITLE & DATE	TITLE & DATE

#### U.S. CREMATION EQUIPMENT WARRANTY

The cremation system shall be manufactured per U.S. Cremation Equipment specifications submitted. The equipment shall be **test-fired** and **safety-checked** before shipment from our Florida, United States, plant. U.S. Cremation Equipment and collateral equipment sold are warranted free from defects in workmanship and materials under normal use and operation for two years from the date of shipment, when operated according to the manufacturer's instructions.

U.S. Cremation Equipment's obligation is for any part or parts **F.O.B.** its manufacturing plant in Florida, United States, which may prove defective under normal use and operation within two years from the equipment shipment date and which are found by our inspection to be thus defective.

This warranty shall not apply to any **incinerator** or collateral equipment that has been repaired or altered outside our factory in **any way** so as, in our judgment, to affect its performance, safety, stability, and reliability. This warranty shall not apply to any U.S. Cremation Equipment that has been installed outdoors and unprotected from the elements unless an outdoor package has been installed.

No warranty is given for deterioration under normal use, including but not limited to thermocouples, spark arrestors, gasket seals, light bulbs, brick, and refractory. This warranty shall not cover damages caused by operator misuse or abuse. No warranty is given for damages resulting from Acts of God, such as lightning or storm damage, and electrical power surges.

Nothing in the above is to be construed as a guarantee of the service life of parts or equipment not found to be defective. Warranty of items furnished by the company but not manufactured by the company, such as **engines**, **motors**, **gearboxes**, **instruments**, **etc.**, shall be limited to such warranty as is offered by that supplier. No warranty is made or implied for items subjected to extreme heat or abuse.

It shall be further understood that certain routine maintenance and servicing of the equipment by the facility's personnel is to be considered normal and requires owner responsibility. Functions to be included but not limited to tasks such as: changing light bulbs, cleaning and/or replacing **UV flame detectors** and burner control relays, and simple diagnostic troubleshooting via telephone contact with a service technician. The normal diagnostics and replacement procedures are detailed in the operation and maintenance manuals. All procedures shall be reviewed and demonstrated at the time of **startup** and training, and the personnel shall be further guided through the procedure over the phone by a technician on an **as-needed** basis.

U.S. Cremation Equipment intends to and does hereby limit its liability to the return of the goods and repayment of the price or to the repair and replacement of non-conforming goods or parts. This remedy is to be the exclusive and sole remedy of the parties. All other consequential damages and liabilities, including commercial losses, income, or operating time, are hereby limited to the above remedy. The purchaser agrees to hold U.S. Cremation Equipment harmless for all damages, liabilities, and any future consequential damages or liabilities and any loss of performance by the equipment sold by U.S. Cremation Equipment to the **purchaser** directly and/or indirectly resulting from the **purchaser's** negligence and acts in the installation, maintenance, operation, and care of the equipment. **No** other warranty, express or implied, is given.