



**FleetCrew**  
Maintenance Solutions with Confidence®  
29911 Niguel Road #7509, Laguna Niguel, CA 92607

**Customer Information**

|         |  |       |       |
|---------|--|-------|-------|
| Name    | Alvord Unified School District   |       |       |
| Address | 10365 Keller Ave   |       |       |
| City    | Riverside  | State | CA    |
|         |  | Zip   | 92505 |
| Phone   | (951) 509-6200   |       |       |
| Email   | <a href="mailto:kristie.prady-diaz@alvordschools.org">kristie.prady-diaz@alvordschools.org</a> |       |       |

|               |           |
|---------------|-----------|
| Date          | 4/26/2021 |
| Quote #       | 20211448  |
| Rep           | Anneliz   |
| Quote Expires | 5/26/2021 |

**ESTIMATED PRICING FOR BUDGETARY PURPOSES ONLY PENDING PRE-INSTALLATION COMPATIBILITY RESULTS.**

| Qty   | Description  | Unit Price | Total     |
|---|--|------------|-----------|
| 1   | <b>Level I: Durathon Deash Pulse Cleaning: Mobile Service</b><br>Standard Aftermarket & OEM Retrofit Devices: Complexity Level: 1.5-2 Hours per Unit<br>Full Durathon Service Includes:<br>* FleetCrew Removal and Reinstallation of DPF<br>* DPF Substrate Inspection<br>* Red Tag Alert<br>* Record Keeping of all Maintenance Records<br>* DPF System Data Download & Review<br>* Annual Emissions System Inspection<br>* Engine ECU Download & Review<br>* Opacity Test (Pre/Post Filter)<br>* Fuel & Oil Analysis<br>* Gaskets Replaced, as Required<br>* DPF Filter Inlet/Outlet Photographs   | \$ 400.00  | \$ 400.00 |
| 1   | <b>HazMat Disposal Fee</b>   | \$ 9.95    | \$ 9.95   |
| 1   | <b>Travel Fee</b>  | \$ 25.00   | \$ 25.00  |
| ***   | <b>Mobile Appointment:</b> The Service work has been quoted to be performed at the clients facility. Client agrees to make vehicle available for day/time as agreed with FleetCrew.<br><br><b>Pricing for Mobile Services above is based on Client making at least 4 trucks available per onsite visit. Trip Charges apply per Trip to Client Site</b><br><br>All sales to Buyer under this Quotation are subject exclusively to the FleetCrew Compliance Terms and the FleetCrew General Terms and Conditions of Sale, which are provided with this Quotation (collectively the "Contract"). No other terms or conditions shall be binding upon FleetCrew unless agreed to in writing and signed by an officer of FleetCrew. Placing an order shall constitute Buyer's full acceptance of the entire Contract exactly as written. Sales tax to be adjusted based upon delivery location and tax rate at time of sale. |            |           |
|   | <div style="display: flex; align-items: center;"> <div> <p><b>Did you know?</b><br/>FleetCrew also offers ZipPy Lube services, complete lube and oil changes, preventative maintenance and full truck/trailer repair.</p> <p>For a location nearest you, call (866) 668-4738 or visit <a href="http://www.FleetCrew.com">www.FleetCrew.com</a></p> </div> </div>   |            |           |
| <b>Please Refer to Page 2 for acceptance of "Compliance Terms and Conditions" and Page 3 for "General Terms and Conditions of Sale"</b> |  |            |           |

**Payment**

|          |   |
|----------|---|
| Comments | 50% deposit is due at time of order, with the full payment balance due at installation appointment. |
| Name     | <input type="text"/>  |
| CC #     | <input type="text"/>  |
| Expires  | <input type="text"/> CVC # <input type="text"/>   |

|                   |    |        |
|-------------------|----|--------|
| <b>Subtotal:</b>  | \$ | 434.95 |
| <b>Sales Tax:</b> | \$ | -      |
| <b>TOTAL:</b>     | \$ | 434.95 |

Office Use Only

Please Remit Payments to the following Address: 29911 Niguel Road #7509, Laguna Niguel, CA 92607

### Compliance Terms

**Through acceptance below, Customer acknowledges and agrees to the quote attached in its entirety with the following "Compliance Terms" and "General Terms and Conditions of Sale" (Page 3).**

**Best Available Control Technology (BACT):** CARB mandates that BACT must be installed to meet compliance regulations. FleetCrew has quoted calculated current BACT as of the date of this quote. Material and labor costs are subject to increase as new advanced technologies are developed and approved as BACT, when vehicle assessments reveal quoted product is not verified as BACT, if there is insufficient space for the retrofit, or when data logging shows operating parameters cannot be met.

**Product:** Lead time on Retrofit Systems is approximately 4-5 weeks ARO.

**Convenience Fees:** Customer agrees to make their equipment available exclusively to FleetCrew for all appointments at the date/time specified by FleetCrew scheduling. There is a \$100.00 per hour convenience fee charged to the customer for client wait time or where the client requires night installation start times.

**TRUCRS Disclaimer:** FleetCrew is not liable for any portion of this program that is managed or contributed to by others. Liability for accuracy of information provided to FleetCrew by Customer or their assignees rests exclusively with Customer.

**Emissions CARB specified Training:** FleetCrew will provide access to training materials to Buyer before the vehicle, equipment, or engine is put back into service and will be available to the Buyer on an on-going basis. Buyer agrees to complete the training online or in-person before the vehicle, equipment, or engine is put back into service as required by CARB.

**No Show Fee:** In the event customer cancels scheduled appointment, the customer may be subject to travel fees including mileage and time incurred by FleetCrew.

**Missed Appointment Fee:** In the event customer misses scheduled appointment, the customer will be subject to a \$500.00 charge to cover travel fees including mileage and time incurred by FleetCrew.

**Service Work Order Authorization:** FleetCrew requires a service Work Order authorization of no less than \$250.00 for customers who request mobile service, prior to a technician being dispatched. Once the technician has determined the service is customer responsibility and cost estimate exceeds amount authorized, technician will obtain additional authorization for further service.

**Non-Warranty Service Travel Fee:** Customer is responsible for payment of FleetCrew travel fees for all services performed on-site at customer facility. If customer chooses to bring the equipment into an FleetCrew facility, the travel fees will be waived.

**CJ4 Low-Ash Oil:** DPF manufacturers and FleetCrew highly recommend the use of CJ4 low-ash oil to prevent premature plugging of the substrates. This service can be performed at an FleetCrew fixed installations site during the retrofit installation appointment. To find out more information, or for a quote please contact FleetCrew before your retrofit installation appointment. Low ash oil can save downtime and the cost of added maintenance fees.

**Quantity:** Quantity of vehicles quoted is based on information given to FleetCrew from Customer. Should quantity of vehicles or service/installation location change, a revised quote shall be issued to reflect said change(s).

**ARB Requirements:** As outlined by ARB in Title 13 in the California Code of Regulations, Section 2449(d)(8)(D) states, "before installing a VDECS on a vehicle, the fleet owner must ensure that... the engine to be retrofitted is tuned up so that it meets engine manufacturer's specifications prior to VDECS installation." In addition, Title 13 CCR, Section 2449(d)(9) states, "the owner of a vehicle retrofit with a VDECS must ensure all maintenance on the VDECS and engine is performed as required by the respective manufacturers. Documentation of engine and VDECS maintenance history must be provided to ARB staff upon request."

FleetCrew recommends the customer keep this documentation on file to ensure ARB and manufacturer warranty compliance.

ARB requires data logging for passive devices be performed while the vehicle is operating in a manner that is representative of the normal duty cycle in which the engine is typically used by the customer. If for whatever reason at a later time, a customer chooses to use the equipment in a different duty cycle and/or if the temperature no longer meets the ARB requirements outlined in the ARB Executive Order, the customer may request approval from the manufacturer and ARB for re-designation of the retrofit to another engine in the customer's fleet that meets the ARB requirements, or have FleetCrew clean the substrate if the changed duty cycle was an unusual one off event in order for the equipment to return to normal operating conditions. Service maintenance that is required as a result of the vehicle being operated in a manner that is outside the conditions of the VDECS Executive Order will be considered to be a serviceable event and the costs are to be covered by the customer and not the VDECS manufacturer warranty.

**Contract:** This sale shall be subject to the terms and conditions contained or referred to in the Seller's quotation and on this and other pages hereof and constitutes the sole contract between the parties. No waiver, alteration, or modification of these terms shall be binding unless agreed to in writing and signed by an officer of Seller at its general office in Corona, California. Any legal action filed by Buyer or Seller relating to this contract or the products or services provided by Seller must be commenced within one (1) year after the cause of action has accrued.

**VDEC Installation:** Please be aware for VDEC installations, FleetCrew has partnered with a third party contractor EERS who is authorized to help support VDEC installations. Please contact FleetCrew with any questions or for more information.

**General Terms and Conditions of Sale**

**Applicable Law:** This Agreement/Contract shall be governed by the laws of California and any applicable Federal laws. Any legal actions on behalf of Buyer or Seller shall be filed in the jurisdiction of Riverside County CA which shall be the sole venue for all legal actions.

**Payment:** Unless other terms are expressly agreed upon in writing between Buyer and Seller, Buyer shall pay the purchase price for all goods as COD based on the following terms. All Sales require at 50% time at booking and require the balance paid in full at time of service. If payment is not provided at time of service, the truck will be held until the payment is received. A service charge of 1 ½% per month, will be charged on past due accounts. Any goods returned for credit or exchange must include the invoice number along with Seller's Return Authorization. Authorized returns incur a 20% restocking fee and the returned goods must be in new/unused condition. In the event payment is not according to the terms expressed above, Buyer is liable to Seller for both (a) interest at 1.5 percent per month, or if lower, the maximum rate permitted by applicable law, and (b) all costs of collection of amounts due. Seller shall recover from the Buyer any and all costs and fees associated with collection of past due invoices to the fullest extent allowed by the law.

**Prices:** The prices herein named or heretofore quoted or agreed upon are on the goods as specified and the future prices for the goods are subject to change without prior notice, with Seller reserving the right to bill at prices in effect at time of shipment. If changes are made in specifications, delivery or other terms quoted, Seller reserves the right to adjust prices if necessary to cover increased cost.

**Taxes:** Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, or consumption of the goods covered hereby are in addition to the prices defined above and shall be the responsibility of Buyer who shall promptly pay the amount thereof to Seller.

**Delivery:** Title to the goods and risk of loss pass to the Buyer at Seller's facility in Corona, California which shall be the F.O.B. point under all circumstances regardless of where or how the goods are delivered to Buyer. Any shortages or discrepancies concerning this order must be reported at the time of delivery.

**Cancellation:** Orders placed cannot be cancelled by the Buyer, nor can delivery of goods in process be deferred or extended beyond the original delivery date specified, except with the Seller's written consent and upon terms which will indemnify the Seller against loss. Buyer is subject to cancellation fees.

**Return Policy:** Prior approval and written authorization must be obtained before any return can be made. Any returns made without prior approval will be treated as if Buyer is returning the goods to Seller for storage and Buyer will remain liable for the full amount of the purchase price plus applicable storage charges. In the event storage charges exceed the original purchase price of goods, title to the goods shall pass to Seller in lieu of payment of storage charges. No goods may be returned after 15 days. A 20% restocking fee will be issued on all returned items. Determination of the value for core credits will be at the sole discretion of Seller.

**Disclaimer of Warranties:** Except for any manufacturer's warranty on the goods that will pass to Buyer, there are no warranties expressed or implied, of any type or form. All manufacturers' names, numbers, symbols, and descriptions are used for reference purposes only, and it is not implied that any part listed is the product of Seller. While the manufacturer may warrant the goods sold to the Buyer, Seller makes no warranties expressed or implied, with respect to such goods and there is no warranty of merchantability or fitness for particular purpose. Seller shall not be held liable for any special, indirect or consequential damages and all goods whether new, used, surplus, or rebuilt are sold on an "as is, where is" basis.

**Emissions Product Warranty:** The diesel emission control systems (DECS) warranty is covered by the manufacturer of the system. The system warranty information is supplied as part of the owner's manual from the DECS manufacturer. Except for valid warranty claims for the DECS products covered by the manufacturer where the Seller has provided written authorization for the return of the DECS as provided in the Return Policy above, all DECS products are non-returnable.

**Emissions Labor Warranty:** Seller warrants its installation of diesel emission control systems (DECS) and the installation parts for the same number of years, miles or hours as the DECS is warranted by the DECS manufacturer.

**Other Labor Warranty:** Seller warrants its labor services to be free of defects in workmanship for a period of ninety (90) days from the date of service. This service warranty is conditional on the Buyer paying the invoice for the service within the net thirty (30) days payment terms.

**Emissions CARB Specified Training:** Seller will provide access to training materials to Buyer before the vehicle, equipment, or engine is put back into service and will be available to the Buyer on an on-going basis. Buyer agrees to complete the training online or in-person before the vehicle, equipment, or engine is put back into service as required by CARB.

**Force Majeure Contingencies:** The Seller is not liable for any default or delay caused by any contingency beyond its control, or beyond the control of its suppliers or manufacturers, preventing or interfering with delivery by the Seller, including war, strikes, lockouts, fire, accidents, restraints affecting shipping or credit, non-arrival or delay of carriers, floods, storms, short or reduced supply of fuel or raw material or excessive cost thereof, or of production or any other similar contingency affecting the Seller or its suppliers or manufacturers. The Seller may, at its option, deliver ratable with reference to all its customers or cancel any delivery not made due to such contingencies.

**FLEETCREW TOTAL COMPLETE AND EXCLUSIVE LIABILITY SHALL NOT EXCEED THE ORIGINAL FLEETCREW INVOICE VALUE. THE BUYER'S ORDER OF ANY GOODS AND SERVICES IN FLEETCREWS QUOTATION SHALL CONSTITUTE AN ACCEPTANCE BY THE BUYER OF ALL THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO IN THE FLEETCREWS QUOTATION AND PROVIDED IN THESE GENERAL TERMS AND CONDITIONS OF SALE.**

**ACCEPTANCE:**

*By date and signature hereunder, I hereby agree and accept the Compliance Terms (page 2) and General Terms and Conditions of Sale (page 3) stated within the aforementioned Quote.*

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Dated

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(Customer)