



POWER AND TECHNOLOGY  
FOR  
CRITICAL APPLICATIONS



**Service Proposal # N-3001**

**FAX Cover:** This is a confidential message, intended solely for the person to whom it is addressed. If you receive this message in error, please forward it to the correct person, or mail it back to us. Thank you.

**Date:** November 25, 2003  
**TO:** BRENT DAMMAN  
**Company:** City of Napoleon, Oh.  
 City Hall  
 265 W. Riverview Ave.  
 Napoleon, Oh. 43545  
**FAX No.:** 419-599-8393  
**Phone No** 419-592-4010  
**E-mail:**  
**From:** Don Harsha  
**Pages:** 3, including this one

**RE: "SILVER" SERVICE PROPOSAL FOR A GENERAC SD0250, DIESEL GENERATOR AT THE FIRE DEPT.**

**Revision: 1**

Novatek Corporation is pleased to offer the following Maintenance Agreement. Listed below is the scope of work to be performed by our factory trained & certified technicians. Upon acceptance of this agreement, Novatek Corporation will service your Emergency Standby Power Generator(s) as indicated below.

<b>Make:</b>	Generac
<b>Model:</b>	2971590300
<b>Serial #:</b>	2071258

<b>Size (kW):</b>	250KW
<b>Fuel Type:</b>	Diesel
<b>Location:</b>	Napoleon, Oh. Fire Dept.

Novatek is pleased to announce that we are your Ultimate Service Dealer (USD). Generac has selected Novatek to represent the factory's top channel distribution for their national dealer network. Novatek is *your local source* for all parts, service, warranty and training needs.

Annual cost for "Silver" Service Maintenance Agreement...(Recommended)..... **\$841.25**

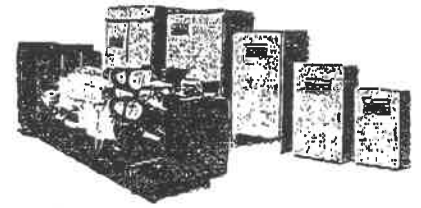
**Option:** One (1) on site visit per year...(not recommended for units three (3) years or older)..... **\$629.75**

Accepted by: Dr. Jon A. Bisher Date: 11/26/2003  
 Title: DR. JON A. BISHOP Credit Card / PO #:  
CITY MANAGER

Approved as to form and correctness: David M. Grahn  
 3939 Mobile Avenue Division of the Wallace Group, Inc. POWER (707-6937)  
 Fort Wayne, IN 46805 Founded in 1856 Office (260)482-6049  
 Fax (260)482-3605



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The scope of work is as follows:

Emergency Power Check List	Inspection Interval		Replacement Interval	
	6 mo.	1 yr.	6 mo.	1 yr.
Adjust and clean all spark plugs.*		✓		
Change engine lubricant oil.	✓	✓		✓
Inspect lubricating oil filter.	✓			✓
Test and inspect battery charging generator/alternator, starter, and governor.	✓	✓		
Check engine radiator and/or city water-cooled system for leakage.	✓	✓		
Check and/or change anti-freeze solution. (allowance, one gallon).	✓	✓		
Check all water hoses for proper pliability.*	✓	✓		
Check entire unit for fuel, oil and water leakage.	✓	✓		
Adjust fan and governor belts.*	✓	✓		
Service battery(s); add water, clean and grease posts, recharge if necessary.	✓	✓		
Clean air cleaner (dry type).*	✓	✓		✓
Conduct safety shut-down check. Run generator (under load where practical) to: a) check voltage b) check frequency c) check instruments d) adjust carburetor and governor	✓	✓		
Submit inspection report to owner advising further parts and/or work required.	✓	✓		
Automatic Transfer Switch – Check: a) contacts b) trickle charger (when applicable) c) voltage at contacts d) phase protection relays e) start relay	✓	✓		

\*Should replacement parts be necessary, Novatek will advise customer at that time to receive authorization for replacement. Material and Labor for replacement parts not included in original price.

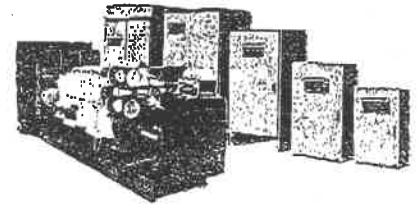
Thank you for taking the time to study our Service Maintenance Agreement. If you are interested in our proposal, or should you have any questions, please feel free to contact us.

Best Regards,  
 Don Harsha  
 Phone: 260.482.6049  
 Fax: 260.482.3605  
 E-mail: dharsha@novatekcorp.com





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### Novatek Corporation Terms and Conditions of Sale

1. Prices are subject to any applicable Taxes.
2. Typographic, stenographic, and mathematical errors are subject to correction.
3. Terms of payment are **Due upon receipt** from date of service unless stated otherwise in the quotation. All sales and terms are subject to receipt of an acceptable pre-approval of credit card, purchase order and to a credit review. Equipment will be invoiced when available for customer pick up or delivery to the job site. Delays by customer request of shipment or pick up will be subject to carrying charges of 2% per month on the unpaid balance commencing 15 days after notice of availability. This quotation does not include unloading or installation of equipment unless specifically indicated. All quoted Novatek Corporation On-Site Labor is based upon regular work hours. Additional charges shall apply to overtime labor.
4. Novatek Corporation shall not be liable for any damages of any kind whatsoever resulting from the operation, possession, or use of said products, or resulting from the failure of said product, or resulting from any delays occasioned thereby. Novatek Corporation specifically disclaims any obligation by it to insure that the equipment sold hereunder complies with any plans or specifications promulgated by others.
5. Standard manufacturers warranties apply to equipment described herein. The warranty provisions as set forth are expressly in lieu of any other warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose, which warranties are disclaimed.
6. All materials, labor and installation required to complete the installation, but not specifically included with this Bill of Materials, is the responsibility of others.
7. Novatek Corporation shall not be liable for liquidated damages or other consequential penalties due to fire, flood, strike or other labor difficulty, act of God, accidents, transportation delays, or supplier related delays that are beyond the control of Novatek Corporation.
8. Cancellation of equipment after receipt of a written or verbal purchase order is subject to any cancellation charges incurred by Novatek Corporation from its suppliers of equipment and services. Any equipment which can not be cancelled will be assessed additional charges determined by Novatek Corporation at the time of cancellation.
9. Novatek Corporation or its designated agent, reserves the right to perform any necessary adjustment or modifications to the equipment provided, including adjustments or modifications that are made at the job site. If work rules preclude making these adjustments or modifications with Novatek Corporation's designated personnel or agent, it is understood that the purchaser will make these adjustments or modifications at the purchaser's expense. Novatek Corporation will not accept or honor any back charges or responsibility for such work performed.
10. Title to products supplied herein shall remain with Novatek Corporation until full payment is received from buyer. Loss or damage to the product becomes the responsibility of the buyer upon buyer's receipt of such products at F.O.B. point of shipment.
11. Novatek Corporation shall maintain liability insurance and workers compensation insurance while on the customers site.



***Certificate of Fiscal Officer***

The undersigned, being the Finance Director of the City of Napoleon, Ohio, hereby certifies that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

  
Gregory J. Heath, Finance Director

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