



CREDIT APPLICATION

To: Cummins Southern Plains, LLC
csplcredit@cummins.com or
Credit Department
P.O. Box 90027, Arlington, TX 76004-3027

Date: 07/03/2018

Check One:

- Corporation
Limited Liability Company
Partnership
Individual
Local Government Entity

Applicant's name: Hidalgo County
Website: www.hidalgocounty.us Fax: (956) 393-6027 Phone: (956) 381-7933
Physical address: 701 E. Cibola Rd. Edinburg, TX 78541
Mailing address for invoices: P.O. Box 1288 Edinburg, TX 78540

President or equivalent: Ramon Garcia (Hidalgo County Judge)
Chief Financial Officer or equivalent: Arcy Duran (Hidalgo County Auditor)
Accounts payable contact: Silvia Lozano Accountant silvia.lozano@hidalgo.org

Describe business: Local Government Entity How long in business: Over 100 years
Bank reference: Lone Star National Bank Vanessa Orchoa (956) 984-2913
520 E. Nolana McAllen, TX 78504

Is this entity listed on a public stock exchange? Yes No
If yes, provide exchange and symbol

Is entity 50% or more owned by a company on a public stock exchange: Yes No
If yes, indicate parent company's name, exchange and stock symbol

- Trade references: Gateway Printing, Office Depot, Superior Alarms

Estimate monthly credit requirement:
Purchase order required: Yes No List individuals authorized to purchase: Sargeant Daniel Casarez, Mr. Jose Montoya,

Tax exempt: Yes No If yes, enclose a tax exemption certificate. Federal taxpayer No. 74-6000717
Enclose most recent audited and/or unaudited financial statements. Please view online: https://www.hidalgocounty.us/448/Reports

THE LIMITED WARRANTIES AND OTHER TERMS AND CONDITIONS AS STATED ON THE REVERSE SIDE OF THIS DOCUMENT APPLY

To review and print invoices for your account you can register online at: http://cummins-distributors.com

Applicant's name: Hidalgo County Jail
By: (Signature) (Title) (Date)

ORIGINAL APPLICATION MUST BE SIGNED AND RETURNED INTACT

## INVOICE TERMS AND CONDITIONS FOR SALE OF PARTS, POWER GENERATION EQUIPMENT, OR ENGINES

These Terms and Conditions and terms on the front side (this "Agreement"), together with any Credit Application, Quote, and/or Sales Order terms provided by Cummins shall constitute the entire agreement between Customer and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to parts, power generation equipment, or engines ("Goods") identified in this Agreement.

1. Payment terms are net 30 days from the date of invoice unless otherwise specified by Cummins. If payment is late, in addition to any rights Cummins has under the law (e.g., Customer charges including collection and attorney fees/costs), Cummins may charge Customer 18% interest annually, or the maximum amount allowed by law.
2. Goods are quoted FOB origin, freight prepaid to first destination, unless otherwise stated. For consumer and mobile products, freight will be charged to Customer. Cummins shall not be liable for any delay in delivery, shipping, installation or performance. Unless otherwise agreed to, packaging method, shipping documents and manner, route, carrier and delivery shall be as Cummins deems appropriate.
3. Customer shall inspect the Goods upon delivery. Any claims which could have been discovered by Customer upon inspection at delivery shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Goods are alleged to be non-conforming or defective, written notice of defect must be given to Cummins within 3 days from date of delivery after which time Goods shall be deemed accepted. Startup services, load-bank testing, and owner training are not provided, unless otherwise stated and agreed to. In the event startup is included, acceptance shall be deemed to have occurred upon startup.
4. To secure payment, Customer grants Cummins a purchase money security interest in the Goods. Customer agrees to execute such documents as Cummins may request and Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Prior to payment in full, Goods will not be moved from Customer's location without prior notice to Cummins and are subject to inspection by Cummins at all reasonable times.
5. Cummins Recon engines cannot be installed in new vehicles or equipment. Engines must be installed for the intended application on the dataplate.
6. All Goods are accompanied by an express written manufacturer's warranty and is the only warranty offered on the Goods. A copy of the express manufacturer's warranty is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective Goods.
7. Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Goods to a location designated by Cummins. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., meals, lodging, and incidental expenses, "downtime" expenses, overtime expenses, cargo damages and all business costs and losses of revenue resulting from a warrantable failure.
8. **LIMITATIONS ON WARRANTIES** Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Goods failures resulting from: inappropriate use relative to designated power rating; inappropriate use relative to application guidelines; inappropriate use of an EPA-SE application generator set relative to EPA's standards; normal wear and tear; improper and/or unauthorized installation; negligence, accidents or misuse; lack of maintenance or unauthorized repair; noncompliance with any Cummins published guideline or policy; use of improper or contaminated fuels, coolants or lubricants; improper storage before and after commissioning; owner's delay in making Goods available after notification of potential Goods problem; replacement parts and accessories not authorized by Cummins; use of battle short mode; owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.
9. **INDEMNITY.** Each party shall indemnify, defend, and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation on Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party.
10. **LIMITATIONS ON REMEDIES. THE MAXIMUM LIABILITY, IF ANY, OF CUMMINS FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE GOODS PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CUMMINS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE AGREEMENT.**
11. Customer shall be in breach and default if: any of the payments due under this Agreement are not paid; Customer fails to comply, perform, or makes any misrepresentation relating to, any of the Customer's obligations; or prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Goods are subjected to a lien or encumbrance, or transferred by operation of law or otherwise, to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative to: declare all sums due, and to become due, under this Agreement immediately due and payable; commence legal proceedings, including collection actions and specific performance proceedings, enforce performance by the Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for Customer's breach; require Customer to deliver the Goods to the specified Cummins' branch; exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and enter, without notice or liability or legal process, onto any premises where the Goods may be located, using force permitted by law, and there to disconnect, remove and repossess the Goods, Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.
12. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents for the Goods and shall make these available to Cummins. Until the balance is paid in full, Customer shall care for the Goods properly (e.g., in accordance with operating and maintenance instructions), maintain them in good operating condition, repair and appearance; and use them safely and within its rated capacity and only for its designed purpose. Customer acknowledges and agrees by accepting delivery of the Goods that the Goods are of the size, design, capacity, and manufacture selected by Customer, and that Customer has relied solely on its own judgement in selecting the Goods.
13. This Agreement and all matters arising hereunder shall be governed by the laws of the State of Indiana without giving effect to any choice of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement. Customer shall not assign this Agreement without the prior written consent of Cummins. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
15. Customer shall comply with all applicable laws with respect to the Goods, including export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties. Customer shall act as the importer of record with respect to the Goods and shall not resell, export, re-export, distribute, transfer or dispose of the Goods or related technology, directly or indirectly, without first obtaining all necessary written permits, consents and authorizations and completing such formalities as may be required under the law. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable law. Customer shall perform its obligations under this Agreement in compliance with these policies. Customer represents and warrants that it has not and shall not, to benefit Cummins or any other person and will not breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to elect not to recognize the warranties associated with the Goods. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

## TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency <b>HIDALGO COUNTY SHERIFF'S OFFICE</b>	
Address (Street & number, P.O. Box or Route number) <b>711 EL CIBOLO ROAD</b>	Phone (Area code and number) <b>(956)383-8114</b>
City, State, ZIP code <b>EDINBURG, TEXAS 78540</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Cummins Southern Plains, LLC

Street address: P. O. Box 90024 City, State, ZIP code: Arlington, TX 76004-3027

Description of items to be purchased or on the attached order or invoice:

**PARTS, SERVICE AND REPAIRS OF ENGINES AND GENERATORS.**

Purchaser claims this exemption for the following reason:

**HIDALGO COUNTY IS A GOVERNMENT ENTITY.**

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

sign here ▶	Purchaser 	Title <b>BUDGET MANAGER II</b>	Date <b>07/03/2018</b>
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.