



AN ARTERA COMPANY

## PROPOSAL

Proposal Submitted To: <b>Nicholas Dezelan</b>	Phone: <b>317-325-1361</b>	Date: <b>1-10-2024</b>
Street: <b>809 S.State st</b>	Job Name: <b>Sewer plant</b>	Job Location: <b>809 S.State st</b>
City: <b>Greenfield water treatment</b>	State: <b>IN</b>	Zip Code: <b>46140</b>
Contact: <b>Nicholas Dezelan</b>	Phone: <b>317-325-1361</b>	Fax:

We hereby submit the estimate and scope of work for the following: Miller Pipeline proposes to install approximately 900 ft of plastic fuel line. Also MPL will Provide and install a 2" steel to plastic riser at 4 separate building location's. MPL will not be responsible for any additional Plumbing .	
MPL will provide a digital pressure test on pipe installed and a soap test on in line tee tie in .	
MPL will not provide any special fill .Excavated material will be used for back fill. MPL will not be responsible for any future compaction issue's .MPL will call Indiana 811 for valid locate ticket.	
Miller pipeline will Perform a digital pressure test on the existing underground fuel line on the north side of property this pressure test and if any leaks or damage is found on existing 2'pl. This will be an additional cost under hourly T&E for a 3 man crew. Any additional material's will be at cost plus15 %	
MPL will not be responsible for the following; any private locates,any underground structures, facilities or utility's not located prior to work starting. Thank you for considering Miller Pipeline for your underground natural gas construction needs. This proposal will be valid for 90 days .	
Materials: 5,521.68	
Labor: 16,200.22	
Total:21,721.90	
Pricing does not include sales tax and is based on Miller Pipeline's standard wage rates. Prevailing wage rates may not be covered.	

All work offered under this agreement is with Miller Pipeline, LLC and is expressly conditioned upon the terms and conditions of Miller Pipeline, LLC Standard Terms and Conditions attached hereto. Any additional or different terms which are not specifically agreed to in writing by Miller Pipeline, LLC are objected to.	Authorized Signature:
<b>Acceptance of Proposal</b> The submitted pricing, scope of work, specifications and conditions are satisfactory and are hereby accepted. Authorization is given to order materials and proceed with the work.	Note: This proposal may be withdrawn by Miller Pipeline Corporation if not accepted within (30) days
Date of Acceptance:	ACCEPTANCE SIGNATURE:

## MILLER PIPELINE, LLC GENERAL TERMS AND CONDITIONS

1. **Entire Agreement.** This Quote, together with these Terms and Conditions and any documents referenced herein represent the entire agreement between Miller Pipeline, LLC ("Miller Pipeline") and Customer (collectively, the "Purchase Order"). These Terms and Conditions supersede any previous oral or written representation including any Purchase Order, Quotation or other similar document. Any modification to these terms must be agreed to, in writing, by both parties. Miller Pipeline's commencement of performance hereunder shall in all cases constitute Customer's unqualified acceptance of the Terms and Conditions herein.

2. **Warranties.** Miller Pipeline warrants that its services will be performed in a workmanlike manner and that any goods purchased from Miller Pipeline will be of good quality consistent with industry standards and materials and equipment agreed upon to be utilized. UNDER NO CIRCUMSTANCES SHALL MILLER PIPELINE HAVE ANY LIABILITY WHATSOEVER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, such as, but not limited to, loss of profit or revenue; cost of capital; or claims resulting from contracts between Customer and its customers and/or suppliers. Unless expressly provided for herein, in no event shall Miller Pipeline or any affiliate of Miller Pipeline assume responsibility or liability for (a) penalties, penalty clauses or liquidated damages clauses of any description, (b) certifications or (c) indemnification of Customer or others for costs, damages or expenses arising out of or related to the products or services to be provided hereunder.

3. **Payment.** Miller Pipeline has the right to apply any monies paid by Customer towards any outstanding sums which Customer or any of Customer's affiliates owe to Miller Pipeline. Payment by Customer of invoiced amount(s) shall be due thirty (30) days from the order date. Miller Pipeline shall invoice Customer in arrears for all accepted modifications. The amount(s) owed are non-refundable, not subject to set-off and do not include any taxes, tariffs, duties or other governmental charges or expenses imposed in connection with this transaction. All amounts not paid pursuant to the agreed upon payment schedule shall be subjected to a late fee of 10% and shall bear interest at a rate of 2% per month, or such lower rate or rates as may be the maximum allowable by law. If Customer defaults in any payment when due under this Purchase Order or any other order, Miller Pipeline at its option without prejudice to its other lawful remedies, may suspend this order, defer delivery or cancel this contract.

Any and all additions, changes, alterations, deviations, and/or extras from the specifications provided on this Purchase Order shall be executed by Customer only upon written orders, and will become an extra charge over and above the price detailed on the Purchase Order. Customer shall have the authority to order minor changes in the work, not inconsistent with the intent of the Purchase Order, should such changes be reasonably necessary to render the proposal practicable.

4. **Default, Insolvency, etc.** If Customer shall default in any respect, including, but not limited to, the failure to make any payment when due to Miller Pipeline or non-performance of any obligations, become insolvent, make an assignment for the benefit of creditors, or if a petition in bankruptcy or insolvency is filed by or against such party under state or federal law, Miller Pipeline reserves the right to terminate and cancel the Purchase Order or any portion hereof in Miller Pipeline's sole discretion.

5. **Termination.** If Miller Pipeline's performance under the Purchase Order is stopped for a period of fourteen (14) days pursuant to force majeure, the order of any court or public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making performance unfeasible, through no act or fault of Customer, or if Customer fails to make payment to Miller Pipeline thirty (30) days

from Miller Pipeline's invoice date or as provided in writing by Miller Pipeline, then Miller Pipeline may, without prejudice to any other rights or remedies of Miller Pipeline, terminate the Purchase Order.

6. **Force Majeure.** Miller Pipeline shall not be liable for any delays in delivery and/or the failure to perform due to causes beyond the reasonable control of Miller Pipeline, which causes shall include, without limitation, acts of God, acts or omission of Customer, acts of civil, governmental or military authorities, fire, labor problems (including lockouts, strikes and slowdowns), power surges or outages, epidemics, quarantine restrictions, flood, earthquakes, riot, terrorism, war, natural disasters, windstorms, delays in transportation or inability to obtain necessary labor, materials or supplies, and any other unpredictable causes.

7. **Governing Law and Jurisdiction.** This Purchase Order and/or agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflicts of law principles. Customer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Marion County, Indiana, for any litigation which may arise out of or be related to the Purchase Order. Customer waives any objection based on *forum non conveniens* or any objection to venue of any such action.

8. **Indemnification.** Customer shall indemnify and hold harmless Miller Pipeline, its successors, assigns and agents from and against all losses, liabilities or claims for bodily injury, property damage or otherwise (including, but not limited to, professional and attorneys' fees), in any manner arising out of or resulting from the action or inaction of Customer, its agents, employees and/or subcontractors (other than Miller Pipeline).

9. **Attorneys' Fees.** In the event any collection effort is initiated by Miller Pipeline for a default hereunder or to recover any amount due to Miller Pipeline, or if any suit or action to enforce or to interpret any of the Terms and Conditions herein, or to recover damages as a result of breach of any provision of this Purchase Order, or any effort to complete collection, Miller Pipeline shall be entitled to recover from Customer all costs and expenses, including but not limited to, reasonable attorneys' fees, court costs, traveling and lodging expenses, costs of investigation and defense, accrued interest, consequential damages and any other reasonable expenses incurred by Miller Pipeline in initiating any collection efforts, prosecuting or defending such action and any appeal taken there from.

10. **Assignment/Amendment.** Customer shall not assign this Agreement without the written consent of the Miller Pipeline. Any amendment to this Agreement must be in writing and signed by both parties.

11. **Severability.** If any provision of this Purchase Order is declared invalid, the remaining provisions of this Purchase Order shall not be affected. The invalidity or unenforceability of any particular provision of this Purchase Order shall not affect the other provisions of the Purchase Order.

12. **Counterparts.** This Purchase Order may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement, and may be executed and delivered by facsimile or electronic signature, which shall be considered an original.