



NS CORPORATION
 235 WEST FLORENCE AVE.
 INGLEWOOD, CA 90301
 Tel: 310-412-7074
 Fax: 310-412-1196
 www.nswash.com

**N/S CORPORATION
 ORDER CONTRACT**

Quotation Number: 2_2541
 Revision: 0
 Quotation Date: 06/28/2023
 Delivery Date: 11/14/2023
 Salesperson: VICTOR SANCHEZ

208 VOLT 3PH

Sold To: _____ **Ship To:** _____

SIXT RENT A CAR, LLC
 1501 NW 49TH ST., SUITE 100
 FORT LAUDERDALE, FL 33309

SIXT RENT A CAR, INC
 7855 NORTH FRONTAGE ROAD
 ORLANDO, FL 32812

Prepared for:
 FLORIAN DERN

Customer P.O.	Ship VIA	F.O.B.	Terms
000000162602			NET 30 DAYS

Model Number	Qty	Description	Amount
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11/14/2023 CONDITIONS OF SALE

- ORDER. Seller offers a full line of vehicle washing equipment ("Equipment"). Purchaser is ordering, and agrees to pay for, the Equipment listed at the top of this Contract.
- FOUNDATIONS AND ON-SITE IMPROVEMENTS. Unless specifically noted on the face hereof, this Contract does not include any site preparation and/or building alterations. Any on-site improvement necessary to render said Equipment operational, including utility connections from the site source to machine junctions, are Purchaser's responsibility, as are all permits, taxes, fees, etc., required by government. Upon request Seller will furnish Purchaser with general layout drawings, at an additional cost, to assist Purchaser with equipment specifications from which the purchaser can ascertain Purchaser's on-site requirements for electrical supply systems, water, compressed air, foundations, etc. (collectively, these are the "Utilities"). All information regarding the Utilities which may be provided to the Seller is based on entirely on-site information provided by Purchaser and is the Seller's recommendations only. Purchaser is solely responsible for ensuring that all Utilities necessary to install, connect and operate the Equipment are adequate. Only in instances where Seller has undertaken a "TURN-KEY" installation pursuant to a written agreement shall Seller be responsible for connecting Equipment to on-site Utilities.
- VEHICLE WASH SITE CONSTRUCTION and DELIVERY DATE. "A Delivery Date of **November 14, 2023** is agreed to by Seller and the Purchaser (hereinafter referred to as "Delivery Date"). Should a given site, customer, and/or agent of the customer be unable to receive the Equipment for any reason by the Delivery Date, weather, natural disaster and/or construction and/or other delays of any kind, third party storage must be arranged by the customer or responsible counter parties of the customer, at the customer's or responsible counter parties' expense, to accommodate the originally agreed upon Delivery Date. Seller will require confirmation prior to shipment, of the Delivery Date, or when applicable, of the Purchaser's arrangements for storage, a minimum of 0 days prior Delivery Date. As an alternative to immediate third party storage, Seller will accept payment in full for the cost of the Equipment as specified by Seller's invoice, by the end of the month of the originally agreed upon Delivery Date. Upon invoicing, Seller will store the Equipment for a maximum period of 30 days, commencing on the first day after Delivery Date. At the end of thirty days (referred to as "Storage Expiration"), if the site is unable to receive the Equipment, third party storage must be arranged by the customer or responsible counter parties of the customer to allow Seller to ship the Equipment by the Storage Expiration date."

If Purchaser and/or end user, is granted credit terms, it shall also be required to pay the remaining balance due and owing to Seller for the Equipment ordered within 30 calendar days from the date that the Equipment is shipped from Seller's factory to the Purchaser's and/or end user's storage facility. Seller recommends an indoor, temperature controlled, secure facility to store the Equipment. Any and all weather-related damage or violation of the integrity of the crated material containing the vehicle wash system, while in storage, shall be the sole responsibility of the Purchaser and/or end user or the storage facility designated by Purchaser and /or end user. Seller will provide photo verification of the pallets containing the Equipment as well as a detailed packing list and a bill of lading to assist with the processing of Purchaser's payment obligation pursuant to the Contract. Proprietary information relating to Seller's equipment, such as fabrication drawings, company costs and vendors, along with other competitively sensitive information shall not be made available to Purchaser, end user or any other person or entity.

- F.O.B. FACTORY SALES. For all sales in which title to the Equipment transfers, Purchaser assumes all risk of loss when Equipment leaves the point of manufacture regardless of whether transportation is by means of common carrier or Seller's stock.
- SALES ON ACCOUNT. For any sale on account or otherwise at variance with Seller's Normal Terms (of 50% down and balance paid in full by irrevocable fund transfer document before Equipment is shipped to the Purchaser or interstate transport), title to Equipment remains with Seller until all payments are made and the contract is fully performed. Purchaser in whom title is not vested by reason of this provision shall keep said Equipment free from liens and other security interests and in good working condition, shall pay promptly all taxes, assessments, or other charges on Equipment or with respect to the use of Equipment; shall not use collateral or any part thereof illegally or in violation of any applicable statute or ordinance or in any manner inconsistent with this Contract or any policy of insurance on Equipment, or allow collateral to be so used, shall not lease, encumber, or dispose of Equipment or remove Equipment from premises where it was shipped without the prior written consent of Seller, and shall not permit Equipment to become accessions to other property or to become fixtures. Further, until title becomes vested in Purchaser loss of or damage to Equipment shall not release Purchaser from its obligations here under. Any accessories placed on Equipment shall be at the expense of Purchaser and shall constitute component parts of Equipment which are subject to terms of this Contract
- DELAYS IN SHIPMENT. Seller shall under no circumstances be responsible for failure to fill any order or orders when due to fires, floods, riots, strikes, freight embargoes or transportation delays; shortage of labor, inability to secure fuel, material, supplies, or power at current prices or on account of shortages thereof; acts of God or of the public enemy, any existing or future laws or acts of the Federal or of any State Government (including specifically but not exclusively any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of Seller's business with which Seller in its judgment and discretion deems it advisable to comply as a legal or patriotic duty; or to any cause beyond the Seller's reasonable control.
- INTEREST. Sales on account, otherwise at variance with Seller's Normal Terms or subject to a shipping delay at Purchaser's request, are subject to interest assessed at the highest rate permitted by law, as determined by Seller in its sole discretion.
- PRICE EFFECTIVENESS. The price set forth in this Contract is effective for six (6) months from the date of Purchaser's execution of this Contract. After six (6) months, Seller reserves the right to revise the Equipment price to reflect price increases placed in effect by Seller.
- RESTOCKING CHARGES. Purchaser understands and agrees that a minimum 25% restocking charge shall be assessed to Purchaser in the event Purchaser

INITIALS- SIXT RENT A CAR, LLC

INITIALS- NS Corporation



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00000162602

NET 30 DAYS

Model Number	Qty	Description	Amount
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executes this Contract and does not take delivery of the Equipment that is the subject matter of this Contract, provided, however, that Seller's right to impose a restocking charge will not limit or exclude any other rights to recovery or damages which Seller may possess or be entitled to.

10. UNDERWRITERS LABORATORIES (UL). While Seller uses its best efforts to provide UL approved panels and third party manufactured buyout components to Purchaser that are UL approved in vehicle wash systems, the responsibility to obtain UL approval for an entire vehicle wash system and/or facility is the sole responsibility of the Purchaser and /or end user. Seller shall not be responsible for obtaining UL approval of any component or the vehicle wash system or facility. The UL related regulations differ from state to state. Seller suggests that Purchaser and /or end user become familiar with all local codes and UL regulations pertaining to the construction of a vehicle wash facility.
11. MECHANICS LIENS. Purchaser understands and agrees that Seller has the right to record a mechanic's lien against the real property on which the Equipment is situated in the event of non-payment or untimely payment of services rendered and materials supplied pursuant to applicable law.
12. SELLER'S LIABILITY. Purchaser agrees to defend, hold the Seller or its assignee harmless, and indemnify Seller for any and all liability, including costs and all attorneys' fees, for injury or damage to persons or property which is in any manner caused or occasioned by the use of Equipment. In no event shall Seller be liable to Purchaser for any special or consequential damages. Seller's total liability for allowable damages, if any, for defective goods or otherwise, is limited to the Equipment's stated selling price or Seller's Limited Warranty, whichever is less.
13. ASSIGNMENT. Seller has the right to assign this Contract for financing purchases. Purchaser agrees to supply all information required to satisfy Seller's financial entity for credit purposes.
14. SEVERABILITY. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall remain in full force and No change in or modification of this Contract shall be binding on Seller unless it shall be in writing approved by Seller and either attached or endorsed on this Contract.
15. GOVERNING LAW, VENUE AND ATTORNEYS' FEES. This Contract is governed by California law without regard to the doctrine of conflict of laws. Purchaser agrees to jurisdiction and venue in the state or federal courts located in Los Angeles County, California. In the event that the Seller is required to utilize the services of an attorney to enforce the terms of the Contract, including, but not limited to, collections or breach of the Contract, the Seller shall be entitled to its reasonable attorneys' fees and costs incurred.
16. ENTIRE CONTRACT. Any Job Order, Work Scope Documentation, Conditions of Sale and Limited Warranty, and any other exhibits and attachments annexed to this Contract, are incorporated into and made a part of this Contract. This Contract is the entire agreement between the Seller and Purchaser. It is final and binding on Purchaser. It supersedes and replaces any prior representations and/or agreements, whether written or verbal. By signing this Agreement, Purchaser agrees to pay to Seller the full amount of the sales price for the Equipment that is being purchased under this Contract and to take delivery of the Equipment according to the terms of this Contract.

_____**INITIALS- SIXT RENT A CAR, LLC**

_____**INITIALS- NS Corporation**