BUY BACK TERMS AND CONDITIONS

All purchased equipment shall be used for DOTD operations. DOTD shall be responsible for non-warranty repairs and damages beyond normal wear and tear. Warranty repairs shall be performed by the manufacturer's designated service provider.

DOTD will provide the vendor with written notice 30 days prior to the one year and one day guaranteed buy back date if equipment is to be retained by DOTD. The DOTD may select to retain any quantity of equipment. There is no all or none provision for retaining equipment. If DOTD determines that repairs and/or damage costs exceed economic feasibility, DOTD reserves the right to retain any quantity of equipment without providing any prior notice.

Should DOTD opt to release the equipment, the vendor shall be responsible for equipment pickup and associated costs. Equipment shall be picked up at 7686 Tom Drive, Baton Rouge, LA or the location of the DOTD equipment section at time of pickup. If it is determined to be in the best interest of DOTD, DOTD may deliver the equipment to a location specified by the vendor in lieu of pickup.

Neither party shall be liable for any delay or failure in performance beyond its control resulting from Acts of God or Force Majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this agreement.

Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify and hold harmless the DOTD from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by vendor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation including but not limited to any period of time when equipment owned by DOTD is in the possession of vendor; provided, however, that the vendor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act of the DOTD.

DOTD reserves the right to extend its possession of equipment beyond the 1 year and 1 day term at the vendor's regular published rental rate submitted at the time of bid. If this right is exercised, all buy back rights and responsibilities existing at the one year and one day date are extended until the end of this rental term. If the vendor fails to provide published rental rates at the time of bid, compensation to vendor for an extension of term by rental shall not exceed fifty dollars ($50.00) per day.

The vendor shall have the right and the responsibility to inspect equipment after pickup and issue a written condition report assessing all damages agreeably deemed beyond normal wear and tear. Said condition report shall be presented to DOTD within 30 days of receipt of equipment by vendor and subject to verification, approval, or denial by DOTD. DOTD shall be responsible for agreed repairs. In lieu of repairs, with consent of the division of administration, DOTD reserves the right to authorize an adjustment to the vendor's guaranteed Buy Back price. Adjustments shall not exceed the then current

state contract prices for the necessary repair parts, the manufacturer's flat rate service schedule, and published dealer service rates.

The vendor shall not make any adjustments to their guaranteed Buy Back price without prior written consent from the Division of Administration and DOTD. The one year and one day Buy Back date shall be one year and one day after DOTD inspects and accepts delivered equipment as complete, in compliance with specifications, and ready for immediate use and operation by DOTD.

If DOTD opts to release the equipment, the vendor shall issue payment by cash or electronic funds transfer to DOTD in an amount equal to their guaranteed Buy Back price as quoted, or any authorized adjustment. Vendor's payment shall be delivered to DOTD equipment section during normal business hours or electronically transferred to the designated DOTD account within 30 days from the time of equipment receipt by the vendor. This requirement for payment within 30 days is not subject to delay due to equipment inspection, damage assessments, acceptance of damage assessment, or any other cause.

Delivery of the equipment shall be no later than the date specified on the purchase order. This delivery requirement shall not be satisfied by delivery of equipment found by DOTD to be incomplete or not compliant with specifications. If vendor is unable to satisfy this requirement, the vendor shall provide equipment equal to bid equipment at no cost to DOTD until the bid equipment is received by DOTD. This loaner provision shall also apply if equipment that is incomplete or not compliant with specifications is delivered.

The above quantities are estimated. The state of Louisiana reserves the right to increase or decrease the amount at the price stated in the bid.

At the option of the state of Louisiana and acceptance by the contractor, this contract may be extended for two additional twelve month periods at the same price, terms, and conditions unless prices are adjusted. Total contract time may not exceed thirty-six months.

The above quantities are not guaranteed on renewals. In the event a greater or lesser quantity is required, the state of Louisiana reserves the right to decrease or increase the renewal quantity.

The ratio of the Buy Back price to the purchase price is to remain constant throughout the life of the contract. This amount shall be calculated by dividing the new purchase price by the previous purchase price and multiplying by the previous Buy Back price to determine the new Buy Back price.