



INVOICE

DATE: 05/09/2025
DUE DATE: 05/09/2025
INVOICE # 149306-31

Generator Supercenter, Inc.
www.generatorsupercenter.com
23123 State Highway 249
Tomball, TX 77375
Phone: (281) 251-6100
Email: houston@generatorsupercenter.com



BILL TO:

Fritz Koppenberger
14802 Buckskin Bridge Court
Woodbridge Fbc - Sugar Land, TX 77498, United States

SERVICE TO:

Fritz Koppenberger
14802 Buckskin Bridge Court
Woodbridge Fbc - Sugar Land, TX 77498, United States

Table with 7 columns: ITEM, DESCRIPTION, QTY, PRICE PER, UNIT, AMOUNT, TAX. Rows include Install Notes and GENMONITOR 27kw to 38KW GenMon MONTHLY.

SUBTOTAL \$49.00
TAX RATE* 8.25000%
TAX \$0.00
OTHER -
TOTAL \$49.00
PAID \$0.00
BALANCE \$49.00

MEMO

GenMon- 22-38kW Monthly
Work Order #149306-31, 05/10/2025 01:00 AM, 05/10/2025 02:00 AM,
Accounting Department



INVOICE

DATE: 05/09/2025
DUE DATE: 05/09/2025
INVOICE # 149306-31

TERMS & CONDITIONS

Install timeframes could range from 6 - 8 months for permitted jurisdictions and 5 - 7 months non permitted Jurisdictions for Air-Cooled and 6 - 8 months for Liquid-Cooled due to manufacturer production. This timeframe is an estimate only.

CUSTOMER AGREES THAT THE SIGNATURE ABOVE OR ACCEPTANCE OF ANY PART OF ANY EQUIPMENT IS AN ACCEPTANCE OF THE TERMS & CONDITIONS PROVIDED BELOW.

1. DEFINITIONS. "Customer" means the person or entity identified as such on the first page of this agreement, including any representative, agent, officer, or employee of Customer.

"Equipment" means any one or more of the items identified as such on the first page of this agreement, and shall include any accessories, attachments or other similar items delivered to Customer, such as, but not limited to, generators, transfer switches, electric cords, gas or propane regulators, liquid fuel tanks, nozzles, and other similar items.

2. THESE TERMS AND CONDITIONS CONTROL/UNIFORM COMMERCIAL CODE § 2-207 DOES NOT APPLY/MODIFICATIONS MUST BE IN SIGNED AND IN WRITING/NO RELIANCE.

Acceptance is limited to these Terms and Conditions. Unless specifically agreed to in writing by Generator Supercenter, Generator Supercenter objects to, and is not bound by, any term or condition that differs from or adds to these Terms & Conditions. Generator Supercenter's commencement of performance or acceptance of these Terms and Conditions shall conclusively evidence the acceptance by Customer of these Terms & Conditions. Except as authorized herein, no amendment or modification of these Terms & Conditions shall bind either party unless it is in writing and is signed by the authorized representatives of both parties.

These Terms & Conditions constitute the parties' entire contractual agreement and supersedes any previous oral or written representations, including but not limited to provisions in Generator Supercenter's quotations, proposals, acknowledgements, or other documents. Customer affirms that Customer has not relied upon any statement, promise, representation or warranty that is not contained in these Terms & Conditions.

The Definitions and headings are an integral part of these Terms & Conditions. These Terms and Conditions shall be construed in terms of the Definitions and Headings.

3. LIABILITY WAIVER/WARRANTY LIMITATION/INDEMNIFICATION/PROMOTIONS

LIABILITY WAIVER:

WARRANTIES: ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED EXCEPT FOR ANY MANUFACTURER'S LIMITED WARRANTY WHICH MAY BE TRANSFERRED AND WHICH IS TRANSFERRED. CUSTOMER AGREES TO LOOK SOLELY TO MANUFACTURER FOR ENFORCEMENT OF ANY LIMITED WARRANTY. ANY USED OR RECONDITIONED EQUIPMENT IS SOLD "AS IS WHERE IS".

INDEMNIFICATION: CUSTOMER AGREES TO INDEMNIFY AND TO HOLD HARMLESS GENERATOR SUPERCENTER, ITS AGENTS, EMPLOYEES, AFFILIATES, FRANCHISEES AND SUPPLIERS FROM ALL CLAIMS, CAUSES OF ACTION AND DEMANDS ARISING OUT OF, ATTRIBUTABLE TO OR CONNECTED TO THE WHOLE OR PARTIAL NEGLIGENCE OF, STRICT LIABILITY, OR WRONGFUL ACT OF CUSTOMER, CUSTOMER'S AGENTS, SERVANTS OR EMPLOYEES AND THE BREACH OR VIOLATION OF A CONTRACT, STATUTE, ORDINANCE OR REGULATION BY CUSTOMER OR CUSTOMER'S AGENTS, SERVANTS OR EMPLOYEES.

GENERATOR SUPERCENTER SHALL NOT BE RESPONSIBLE FOR, APPLYING FOR, OR SUBMITTING ANY REQUIRED DOCUMENTATION FOR ANY MANUFACTURER'S PROMOTIONS.

GENERATOR SUPERCENTER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR LOST PROFITS DAMAGES. GENERATOR SUPERCENTER SHALL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE REASONABLE AND NECESSARY COST TO REPAIR ANY EQUIPMENT THAT GENERATOR SUPERCENTER IS OBLIGATED TO REPAIR.



INVOICE

DATE: 05/09/2025

DUE DATE: 05/09/2025

INVOICE # 149306-31

4. USE OF EQUIPMENT. Customer will not use, or allow anyone to use, the Equipment for an illegal purpose or in an illegal manner or for any purpose beyond the specifications for the Equipment. Customer will not use, or allow anyone to use, the Equipment without a license where a license is required under any applicable law. Customer will not allow anyone who is not qualified to operate the Equipment to do so. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances, and regulations that may apply to the use of the Equipment. Customer agrees to routinely and timely check filters, oil, and fluid levels, and to routinely and timely clean and visually inspect the Equipment. It is the Customer's responsibility to maintain proper fluid levels in all batteries. Generator Supercenter is not responsible for blown fuses. 24 hour a day continuously running generators must have their oil checked on a daily basis and oil must be added as needed. Customer acknowledges that Generator Supercenter has no responsibility to inspect or service the Equipment while it is in Customer's possession. Customer is responsible for fuel used and for any environmental risk, including proper disposal of any waste products. It is Customer's responsibility to service the Equipment and to perform preventative maintenance suggested in the manufacturer's operation and maintenance manual.

5. MALFUNCTIONING EQUIPMENT. Should the Equipment become unsafe, malfunction or require repair, Customer will immediately cease using such Equipment and immediately notify Generator Supercenter and/or an Authorized dealer. Generator Supercenter has no obligation to repair or to replace Equipment rendered inoperable by misuse, abuse, or neglect.

6. REASONABLE WEAR AND TEAR. Reasonable wear and tear shall mean the normal deterioration of the Equipment caused by ordinary, reasonable, and proper use of the Equipment. Without limitation, the following are examples of damages "not" deemed reasonable wear and tear (a) damage resulting from lack of lubrication or maintenance of necessary oil and water, and (b) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment.

7. DEPOSIT. Customer agrees that any deposit and signed contract, including these Terms & Conditions, shall be deemed to be a joint and several guaranty by Customer and any person signing on behalf of Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder. In the event of any breach by Customer thereof, said deposit will be credited against any damages, costs or expenses incurred by Generator Supercenter as a result of such breach. In addition, if the contract for any reason is canceled by Customer, there will be a 10% cancellation fee on the total contract amount. Custom ordered equipment is nonrefundable, and Customer agrees to pay the full agreed price for the custom ordered equipment.

8. PAYMENT. All sales require 50% of the funds required for the project's completion as a down payment; 40% of the funds required for the project's completion will be due on delivery of the Equipment; and the remaining 10% of the funds required for the project's completion will be due upon completion of the project. Any work requested or required that is not included on the estimate will be billed at the rate of \$125 per hour plus material costs and a 20% service fee. Customer and Generator Supercenter agree that if payment is not made within 30 days of completion, there shall be added to all past due sums a late payment fee equal to the lesser of 18% per annum or the maximum amount allowed by applicable law.

9. FORCE MAJEURE. Customer agrees that Generator Supercenter will not be liable for any whole or partial failure, interference with, hindrance of or delay in performing an obligation under these Terms & Conditions that is due to any of the following causes beyond its reasonable control, whether foreseeable or not: acts of God, accidents, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental orders, ordinances, rules, regulations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy or Generator Supercenter's inability to deliver or to install any Equipment.

10. DEFAULT. Should Customer in any way fail to perform, observe or keep any provision of this Agreement, Generator Supercenter may at its option do any or all of the following: (a) terminate this Agreement; (b) declare the entire sale immediately due and payable and commence legal action therefor; (c) retake possession of the Equipment or (d) pursue any other remedies available by law. To the maximum extent permitted, Generator Supercenter, its employees or agents may, without notice or legal process, go upon Customer's property and take all action necessary to repossess the Equipment. Customer grants Generator Supercenter a limited license for ingress and egress upon Customer's real property for purposes of repossession of sold but unpaid for Equipment, and waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Generator Supercenter in retaking the Equipment.

11. DISPUTE RESOLUTION/CHOICE OF LAW/FORUM SELECTION/JURY TRIAL WAIVER. Any and all legal disputes between the Customer and Generator Supercenter will be resolved through litigation filed solely in Harris County, Texas before a court with jurisdiction to hear such matter. All parties agree to submit to the personal and subject matter jurisdiction of such court. The case will be tried to the Court without the intervention of a jury. Jury trial is waived. The only proper parties to the suit are Customer and Generator Supercenter. Customer and Generator Supercenter waive and forgo any right to bring a class, mass or collective action against the other party.



INVOICE

DATE: **05/09/2025**

DUE DATE: **05/09/2025**

INVOICE # **149306-31**

TEXAS LAW. Any disputes or legal action shall be governed under the laws of the State of Texas without the application of its choice of law rules.

12. AUTHORITY TO SIGN. Any individual signing this contract represents and warrants that he or she is of legal age and has the authority and power to sign this agreement as, or for, the Customer.

13. SURVIVAL. The provisions of Sections 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive performance, completion, termination, or cancellation of these Terms & Conditions.

14. SIGNATURE. An electronic, faxed or other signature shall be an original signature. Acceptance of any Equipment shall be an original signature.

*Customer acknowledges that generators under normal usage and operation can burn up to 1 ounce per hour of oil, and all fluid levels must be regularly inspected.

**Generator Supercenter does not repair landscaping, driveways, concrete, siding, or sprinklers. Generator Supercenter does not perform any construction or services not included in the signed project proposal. Customer agrees that it will not withhold timely payments for the acquisition of additional items needed to complete the project, or for completion of inspections that are out of Generator Supercenter's control.

*** Air-cooled generators will NOT power electric heat.

*** Customer understands that they are responsible for receiving HOA approval.

**** Customer understands that the price quoted is based on cash (or check) payment. Other forms of payment will be charged a 3% convenience fee. The 3% convenience fee is non-refundable.

**** All generator installations are pending until master electrician approval.

Generator Supercenter, Inc.
23123 State Highway 249
Tomball, TX 77375
281-251-6100
TDLR# 26130
Regulated by The Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
1-800-803-9202, 512-463-6599
www.tdlr.texas.gov/complaints