

ADDENDUM TO THE QUOTE AND THE ATTACHED TERMS AND CONDITIONS FOR  
SALE OF POWER GENERATION EQUIPMENT BETWEEN CUMMINS, INC. AND THE  
VILLAGE OF STICKNEY

This Addendum is attached to and made a part of the Quote and the Terms and Conditions for Sale of Power Generation Equipment entered into by and between Cummins, Inc. ("Contractor") and the Village of Stickney, Cook County, Illinois (the "Village") on the \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Quote").

In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Quote, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between Contractor and the Village (each, a "Party" and collectively, the "Parties") to amend the Quote as follows:

- A-1. Integration. The Quote and this Addendum shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Addendum shall have the same meaning as given to such terms in the Quote. To the extent that any conflicts exist between this Addendum and the Quote, the terms and provisions of this Addendum shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Quote remain in full force and effect.
- A-2. The paragraph of the Terms and Conditions for Sale of Power Generation Equipment titled "Inspection and Acceptance" is hereby amended as follows striking out rejected language and underlining additional language as follows:

INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been reasonably discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within ~~three (3)~~ thirty (30) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

- A-3. The paragraph of the Terms and Conditions for Sale of Power Generation Equipment titled "Governing Law and Jurisdiction" is hereby amended as follows striking out rejected language and underlining additional language as follows:

GOVERNING LAW AND JURISDICTION. This Quote and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of ~~Indiana~~ Illinois without giving effect to any choice or conflict of law provision. The parties agree

that the courts of the State of ~~Indiana~~ Illinois shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

A-4. Entire Agreement. This Addendum and the attached Quote represents the entire and integrated agreement between Village and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement and the Addendum may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed as of the date last written below.

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

Village of Stickney

Cummins, Inc.

\_\_\_\_\_  
By: President Jeff Walik  
Title: Village President/Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk