

*Protecting Communications Before, During, and After the storm.*

# **Fixed Sites**

Pepro manufactures the original public safety grade shielded enclosure systems ideal for use at any location. Each enclosure employs Pepro's patented Faraday Cage design to shield sensitive communications and electronic equipment from the effects of lightning, EMI, RFI and PIM.



**PEPRO**  
SECURE DEPLOYABLE RADIO SITES  
[www.peprollc.com](http://www.peprollc.com)

As an integrated Fixed Site, it is a complete site solution: enclosure, attached tower, anchoring and grounding systems. As a Walk-In site, it can be installed utilizing our proprietary anchoring system or an existing foundation.

Pepro's integrated fixed radio sites require no foundation and no excavation, which eliminates the need for geo-technical, environmental impact and/or archeological studies after initial site selection approval. Fixed sites can be installed and removed in less than a day and never leave a footprint.

Shelter Sizes									
Tower Sizes	6 X 6	6 X 8	8 X 8	8 X 10	8 X 12	8 X 16	10 X 12	10 X 16	10 X 20
20'	•	•	•	•	•	•	•	•	•
30'	•	•	•	•	•	•	•	•	•
40'	•	•	•	•	•	•	•	•	•
52'			•	•	•	•	•	•	•



Ufer Grounding Pad, Leveling Jack  
and Ballast Plates



Roof or Side Solar Panel  
Mount Brackets Available



Ventilation (either Passive or  
Active)

## Technical Specifications | Independent Laboratory-Tested Protection Levels

### RFI

70 dB rating from  
20 MHz to 3.29 GHz

### LIGHTNING

Over 1 Million volt, 82,000 amp  
direct strike on enclosure with less than  
10 microjoule penetration inside enclosure

### EMI

40 dB  
Magnetic Field

Testing performed by Keystone Compliance, Lightning Technologies, Inc. and National Technical Systems, Inc.  
Meets all applicable NEC and OSHA clearance standards.

These products meet the following specifications; MIL-STD-461F, MIL-STD-810G, and MIL-STD-188-125-1.

These products are covered under patent #'s 5,749,178; 7,046,521; 7,385,147; 7,688,595 and all patents pending.



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**PIONEER ENERGY PRODUCTS, LLC  
TERMS AND CONDITIONS OF SALE**

**1. GENERAL.** These Terms and Conditions of Sale and the non-conflicting provisions in Pepro's quotation, if any, acknowledgment or invoice from Pepro (collectively, the "Agreement") govern in all respects all sales of any product ("Product") and services ("Services") from Pioneer Energy Products, LLC ("Pepro") to the purchaser ("Buyer"), including without limitation future replacement Product purchased by Buyer. No terms stated by Buyer in any purchase order, acceptance or acknowledgement will become part of the Agreement unless expressly agreed to and accepted by Pepro in writing and Pepro hereby rejects any additional or different terms. The Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral, written, or electronic and all other communications between the parties relating to the subject matter of the Agreement. Pepro's quotations are offers that may only be accepted in full. All typographical or clerical errors made by Pepro in any quotation, acknowledgment or publication are subject to correction.

**2. FEES AND PAYMENT.** Fees for Product and Services will be itemized separately on Pepro's invoice. All prices are valid for 60 days from quotation, unless otherwise specified. Fees are exclusive of all shipping and handling charges, duties, tariffs, value added taxes, sales taxes, use taxes, or assessments levied by any federal, state, municipal or other government authority that may be owed by Buyer as a result of the purchase of the Product and Services, or other charges which may be imposed upon the sale or use of the Product so that Pepro receives the full amount of fees payable without reduction for any such taxes or other fees or charges. Such charges paid by Pepro will be for Buyer's account. Any claim for exemption from such charges must be plainly designated on the face of the order and accompanied by all required exemption certificates. Unless specifically stipulated on an invoice or otherwise agreed to in writing by the parties, fees are in U.S. Dollars and are due upon Buyer's receipt of the invoice, without right to deductions or set-off. Pepro may require payment to be made C.O.D. or via irrevocable letter of credit in favor of, and acceptable to, Pepro, established at Buyer's expense, or require Buyer to provide further assurance of payment satisfactory to Pepro. If payment is not made when due, Pepro may suspend all future delivery or other performance with respect to Buyer without liability or penalty and, in addition to all other sums payable hereunder, Buyer shall pay

to Pepro (a) the reasonable costs and expenses incurred by Pepro in connection with all actions taken to enforce collection or to preserve and protect Pepro's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses, and (b) interest on all amounts unpaid after 30 days charged at the lesser of (i) the rate of 1.5% per month (18% annum) or (ii) the highest rate permitted by law.

**3. SHIPMENT; DELIVERY; FORCE MAJEURE.** Unless otherwise agreed to in writing by the parties, shipment and delivery of the Product are EXW Pepro's facility (Incoterms® 2010). Risk of loss and title are transferred to Buyer at Pepro's facility. All shipment, insurance or similar charges shall be borne by Buyer and must be prepaid prior to shipment unless otherwise agreed in writing by Pepro. All claims for loss or damage in transit or for non-delivery shall be made by Buyer against the carrier. At Pepro's option, Product may be shipped in advance of the requested shipment date or in installments. Any claims against Pepro for shortages by it in making shipments must be made in writing to Pepro within five days after receipt of shipment and any claims for shortages occurring thereafter must be made by Buyer to the carrier. All delivery information (including time for shipment) is approximate. Pepro's sole responsibility is to use reasonable commercial efforts to meet specified shipment dates. Buyer expressly absolves Pepro from any liability for any loss or damage resulting from a failure to deliver or delays in delivery caused by any conditions related to, or caused by, labor dispute, fire, flood, governmental act or regulation, riot, inability to obtain supplies or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, acts of God, acts or omissions of Buyer, or other causes beyond Pepro's reasonable control.

**4. CANCELLATION; FAILURE TO TAKE DELIVERY.** The Agreement, in whole or in part, cannot be canceled or postponed by Buyer except with Pepro's prior written consent and upon terms that will indemnify Pepro against loss. In the event of approval of a return request, (a) any applicable packing, shipping, and delivery costs will be at Buyer's expense and (b) all returns must be shipped freight prepaid at Buyer's expense. If Buyer cancels all or part of an order for Product, Buyer shall pay Pepro the greater of an amount equal to (i) 50%



of the price for such cancelled Product, or (ii) the actual and consequential damages incurred by Pepro, including without limitation Pepro's anticipated profit and expenses already incurred by Pepro. If Buyer postpones delivery, Buyer shall pay Pepro monthly charges equal to 1.5% of the total price for the Product subject to such postponement, and reasonable postponement charges.

**5. INSTALLATION SUPERVISION.** If Pepro's scope of supply includes installation supervision or start-up assistance, or Pepro provides installation training, Buyer must notify Pepro at least four weeks prior to the date Pepro's personnel will be required on site to provide such assistance. When completion of such assistance is delayed by Buyer for any reason other than the fault of Pepro following notification to Pepro of the start date of such assistance, Buyer shall pay for any additional costs resulting from the delay. To the extent Pepro provides training for the installation or supervises the installation of the Product, Pepro shall not be responsible for the means and methods selected for such installation, nor for the manner in which such installation services are performed, including their efficiency, adequacy and safety. Any recommendations or advice provided by Pepro are an accommodation and Pepro makes no warranty, express or implied, with respect to such assistance. Pepro also makes no warranty, express or implied, with respect to any training provided. Installation supervision, start-up assistance and installation training are not covered by the Services warranty.

**6. LIMITED WARRANTY; REMEDY; WARRANTY DISCLAIMERS.**

**Services Warranty.** Pepro warrants to Buyer that the Services will be of workmanlike quality. If Buyer notifies Pepro of any nonconforming Services within 30 days after the Services are completed, Pepro shall again perform, if able to be cured, those Services directly affected by such failure, at its sole expense. **BUYER'S SOLE REMEDY FOR SUCH NONCONFORMING SERVICES IS LIMITED TO THE COST OF RE-PERFORMING THE SERVICES. THE REMEDY FOR NONCONFORMING SERVICES IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES OTHERWISE AVAILABLE TO BUYER AT LAW OR IN EQUITY.**

**Limited Product Warranty.** Pepro warrants to Buyer that all Product manufactured by Pepro will be free from defects in material and workmanship, and will conform to the Pepro specifications (or to

Buyer's specifications if agreed to by both parties in a writing) for a period of one year from date of shipment, provided that:

A. Pepro is promptly notified (and within the warranty period) of any warranty claim;

B. If so instructed by Pepro, the Product is returned to Pepro, freight prepaid, after Buyer has received a return merchandise authorization number from Pepro; and

C. Pepro's examination of such items discloses to its reasonable satisfaction that the claimed defect in the Product was not caused by abuse, improper handling, installation, unauthorized repair, alteration or accident. Modification of Product by any party other than Pepro will invalidate the warranty.

**Warranty Exclusions.** Pepro's Product warranty does not apply to Product, including without limitation components, parts, and materials, that (a) are not manufactured by Pepro; (b) are expendable or consumable parts; (c) have been subjected to: (i) operation in excess of recommended capacity, (ii) inadequate electrical power, air-conditioning, or humidity-control, (iii) accident or disaster, including without limitation, fire, flood, water, and wind beyond rated capacity, (iv) neglect, including without limitation, power transients, (v) vandalism, abuse or misuse, (vi) failure of Buyer to follow Pepro's most recent published operating instructions and Product documentation, (vii) modification, installation or repair by persons other than Pepro, or (viii) use for purposes other than as specified in the Product documentation or most recent published operating instructions; or (d) are not properly stored, installed, maintained, or operated under normal conditions and in accordance with Pepro's recommendations. Pepro's warranty is void and of no effect if the defect has arisen from damages occurring to the Product subsequent to delivery or is related to the use of unauthorized hardware or other equipment. Discoloration of Product from metal oxidization or environmental atmospheric conditions due to exposure over a period of time is normal and anticipated and is not covered by warranty. Unless otherwise specified by Pepro in writing, Pepro has no duty to install, inspect, observe, advise or warn as to Product, or as to any other products or conditions located on Buyer's property or work site, at the time of sale, delivery or otherwise. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Pepro that are used in the selection or design of the Product and the preparation of Pepro's quotation, and actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein

which are affected by such conditions are null and void. Pepro's warranty does not include: routine maintenance, such as adjustments, cleaning, tightening loose nuts and bolts; performing services connected with relocation of the Product or adding or removing accessories, attachments or other devices; repair of damage due to other than normal wear; electrical work external to the Product; any maintenance of accessories, attachments, or other devices not furnished by Pepro; and any issues resulting from an unsupported service.

**Remedy.** Buyer's sole and exclusive remedy, and Pepro's only obligation for breach of the Product warranty hereunder, shall be, at Pepro's option in its sole discretion, to either (a) repair or replace the defective Product at Pepro's expense using new or refurbished parts, or (b) return such defective Product to Pepro and issue a credit to Buyer in the amount of unit cost of the defective Product. This remedy is conditioned upon notification and substantiation as may be required by Pepro that such Product has been stored, installed, maintained, and operated in accordance with Pepro's recommendations. If onsite repair or installation by Pepro or its designee is required, as solely determined by Pepro, then warranty-related services are provided at no additional charge to Buyer. Buyer acknowledges that this exclusive remedy is an essential term in the bargain represented by the Agreement and that such remedy will, in view of the consideration paid to Pepro, operate as a full satisfaction to Buyer for any and all claims related thereto. Buyer acknowledges that if a court of competent jurisdiction or an arbitration panel rules this exclusive remedy does not give Buyer the benefit of its bargain or that such exclusive remedy fails for any reason, then any such ruling with regard to such exclusive remedy or any such failure of such exclusive remedy will not affect or modify in any way any limitation or exclusion of warranties, and all such limitations and exclusions will continue in full force and effect. All warranty claims for Product against Pepro must be brought within the applicable warranty period. Items repaired or replaced under warranty are warranted only for the remainder of the original warranty period.

**Patent.** Pepro warrants that the Product sold, except as any is made specifically for Buyer according to Buyer's specifications, does not infringe any valid United States patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Pepro of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Pepro and permit Pepro to control completely the

defense, settlement or compromise of any such allegation of infringement. Pepro's warranty as to use patents only applies to infringement arising solely out of the inherent operation, according to Pepro's specifications and instructions, of the Product. If the Product is held to infringe a United States patent or copyright in such suit, and the use of such Product is enjoined, or prohibited in the case of a compromise or settlement by Pepro, Pepro shall have the right, at its option and expense, to procure for Buyer the right to continue using such Product, or replace it with non-infringing Product, or modify the Product to become non-infringing, or grant Buyer a credit for the depreciated value of such Product and accept its return. In the event of the foregoing, Pepro may also, at its option, cancel the Agreement as to future deliveries of such Products without liability.

**Disclaimers.** THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND PEPRO AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PEPRO HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, PEPRO AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN BUYER WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF.

Except for Pepro's express warranties under this Section 6, Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use or installation of Products, either alone or in combination with other products or components, and shall indemnify, defend, and hold Pepro harmless for any such loss, damage or injury.

**7. PRODUCT SUITABILITY.** Pepro's products are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations vary significantly, Pepro

cannot guarantee that Product meets all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which Product will be shipped, sold and used. Before purchase and use of any Product, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of Product will be in compliance.

**8. EXPORT COMPLIANCE.** Certain Product may be subject to export controls under the laws, regulations or directives of the United States and various other countries. Buyer must comply with such laws and regulations and not export, re-export or transfer such Product without first obtaining all required authorizations or licenses to any country to which such export, re-export, or transfer is forbidden. Due to government regulations and product availability, not all Product sold by Pepro may be available in every area.

**9. LIMITATION OF LIABILITY; TIME FOR CLAIMS; INDEMNIFICATION.** Pepro is not liable for incidental, special, indirect, consequential or other similar damages, including but not limited to loss of profit or revenues, damage for loss of use of the Product, damage to property, or claims of third parties, including personal injury or death on account of use of the Product or failure of Pepro to adequately warn against, or instruct on, the dangers of the Product or the safe and proper use of the Product, whether or not Pepro has been advised of the potential for such damages. Pepro's total liability hereunder from any cause whatsoever (except liability from personal injury caused by Pepro's gross negligence), whether arising under contract, warranty, tort (including negligence), strict liability, product liability or any other theory of liability, will be limited to the lesser of Buyer's actual damages or the price paid to Pepro for the specific Product that is the subject of Buyer's claim. All claims against Pepro must be brought within one year after the cause of action arises, and Buyer expressly waives any longer statute of limitations. Buyer shall defend, indemnify, and hold Pepro and its officers, directors, agents, representatives, employees, suppliers, and affiliates harmless from any and all sums, claims, costs, duties, suits, actions, losses, damages, legal fees, obligations, liabilities, and liens arising out of (a) Buyer's purchase, use, possession, ownership, operation, condition, transfer, export, transportation or disposal of the Product, (b) Buyer's violation or alleged violation of any foreign, federal, state, county or local laws or regulation, including without limitation, the laws and regulations

governing product safety and labor practices, and (c) Buyer's breach of the Agreement.

**10. INTELLECTUAL PROPERTY.** All equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Pepro in connection with the Product sold under the Agreement remain Pepro's exclusive property. Buyer shall not disclose any such material to third parties without Pepro's prior written consent.

**11. MISCELLANEOUS.** The Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A., without regard to its conflicts of law doctrines. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. The exclusive jurisdiction and venue for all actions arising out of the Agreement, including any amendments or changes thereto, is exclusively in the federal or state courts having jurisdiction in Venango County, Pennsylvania, U.S.A. and Buyer agrees to submit to such jurisdiction and venue. Pepro's rights and remedies under the Agreement are cumulative and in addition to any other rights or remedies provided by law or equity. The Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees. Nothing in the Agreement confers upon any person other than Pepro; and Buyer any right or remedy under or by reason of the Agreement. Pepro's failure to insist on strict performance of the Agreement or to enforce a default upon the occurrence of any single, repeated, or continuing violation of any particular term or condition hereof, shall not be considered a waiver of Pepro's right to insist on strict performance of the Agreement or to enforce a default with respect to the violation of any other term or condition or, at any later time or upon any subsequent occurrence, with respect to that particular term or condition. If any of the provisions of the Agreement are held to be invalid, illegal, or unenforceable, then such provision will be ineffective only to the extent of such invalidity and the unaffected provisions of the Agreement will be unimpaired, and remain in full force and effect. Each party's obligations that by their nature are intended to survive beyond the termination, cancellation or expiration of the Agreement will survive.

**BID Form**TOTAL BID FOR GOAT MOUNTAIN COMMUNICATIONS VAULT PROJECT  
INCLUDING 7.25 % SALES TAX

Subtotal: Base plus options:

#98,410.00

Other Discounts: (e.g. Bulk discount/Dlr. Adj.)

Delivery:

10,350.00

Sales Tax:

7,885.10

Fees:

Total Cost:

#116,645.10

Total cost spelled out: One hundred sixteen thousand six hundred forty five and  $\frac{10}{100}$ 

Pepru LLC (Pioneer Energy Products)

Company Name

Authorized Signature

Date

Kevin L. Garmong

Name (Please print)

679 Colbert Ave Oil City PA 16301

Mailing Address (Please print)

814-676-5688 814-671-6287

Office Phone # / Cell Phone #

Email address

kgarmong@peprollc.com

**AWARD**

ACCEPTED:

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of SupervisorsATTEST: Carol J. Huchingson  
Clerk of the BoardBy: \_\_\_\_\_  
Deputy