



Smith & Loveless, Inc.

14040 Santa Fe Trail Drive
Lenexa, KS 66215
USA
913-888-5201

SALES AGREEMENT

NAME AND ADDRESS:

QUOTATION DATE: OCTOBER 28, 2021
INQUIRY NUMBER: HY-31245 / HY-31518
ENGINEER:
JOB LOCATION: DAYTONA BEACH LS 106

SMITH & LOVELESS®, INC. having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment is subject to all provisions set forth in this Sales Agreement. *The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.*

SMITH & LOVELESS®, INC. is pleased to offer our quotation for the following:

ONE Baseplate Conversion: **EVERLAST™** Series 1000 with **DURO-LAST®** stainless steel baseplate for 6' diameter wet well with 4" piping, and the **SONIC START® STREAMLINE™** add-on. Comes with **DURO-LAST®** 25-year warranty on the baseplate.

The Baseplate Conversion includes, a corrosion-resistant **DURO-LAST®** Lean Duplex Series 2100 stainless steel alloy, 316L stainless steel or equal baseplate, pump station piping above the base including the volute, **RAPIDJACK®** check valves, rugged 1-piece aluminum tread plate, lifting stanchion and insert sleeve, wrench (for the plug valve), control panel mounting struts, vacuum pump shelf, one-piece hood enclosure with lift assist installed, station ventilation of blower with louvers mounted on the hood, float/transducer wire guides, and three float switches.

TWO **SMITH & LOVELESS®** Model 4B2D **STAR ONE®** Vacuum Primed Rotating Assemblies

- 15 HP, 1800 RPM, 3/60/460 V ODP motors
- The pump motor shall be Premium Efficiency and Inverter Ready.
- impeller trimmed to 9" for 180 GPM @ 84' TDH
- The rotating assembly includes the motor, bronze seal housing, mechanical seal assembly, motor adapter, and impeller.
- **WAVESTART™** vacuum priming system, with probe and two-way solenoid valve/dome assembly, and time delay relay, **WAVESTART™** Operating Module, and 24VDC power supply
- Includes touch-up paint kit and installation hardware.
- two (2) breakers
- two (2) starters
- two (2) overload coils

ACCESSORY ITEMS INCLUDED

four (4) pump volute gaskets

Seller will provide Buyer with four hard copies of the O&M Manual, also on CD (.pdf format). Additional copies can be provided for \$50 per copy.

PRICE, SUBMITTAL DATA, AND DELIVERY

\$63,798

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by Smith & Loveless, Inc. for the material or components in excess of 5% from the time of quote. The escalation shall be calculated as the percent (%) of increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices, or receipts from suppliers to Smith & Loveless, Inc.

F.O.B. factory with freight allowed to the jobsite and unloading to be by the Buyer. Buyer will promptly inspect the goods upon delivery for damage and or shortages. Buyer will notify **SMITH & LOVELESS®** within 72 hours of any such damage or shortage.

Seller will provide one day of supervision over initial operation, start-up of equipment, and operator training (if required) over one trip. If additional days are required, Seller will furnish a factory-trained supervisor for \$975 per day including travel time plus actual travel expenses.

With continuing approval of the **SMITH & LOVELESS®** Credit Department, payment terms are 100% Net 30 days from date of shipment, or at time of start-up, whichever occur first.

SMITH & LOVELESS®, INC. will provide one-year standard warranty from date of start-up not to exceed 18 months from date of shipment.

Seller to send submittal data for approval four (4) weeks after receipt of complete details at Seller's factory. Manufacturing completion is estimated at 10 to 12 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved, and inserted into the manufacturing documents by the Seller. Variations in the time submittal data is returned to Seller and/or submittal data marked 'approved' but which contain contingencies or variations may impact the completion time of the equipment.

If the equipment **SMITH & LOVELESS®** is providing is associated with the retrofit or modification of existing equipment, then field adjustments to the existing and/or new equipment may be required for correct installation. Such adjustments may include but are not limited to, piping modifications, grouting, shimming, control panel or electrical changes, etc. **SMITH & LOVELESS®** is relying on information provided by the customer, the installing contractor, or others regarding the measurement, model or part numbers, drawings, and descriptions of existing equipment in the design and manufacturing of the new equipment for this project. As a result, **SMITH & LOVELESS®** shall not be responsible for any problems or difficulties encountered when fitting-up new equipment with existing equipment.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for sixty (60) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller.

Seller reserves the right to amend this Sales Agreement if not signed and returned within sixty (60) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment, but will not exceed 1½% per month.

B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

F. This Agreement is governed by and subject to the laws of the State of Florida and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Florida and the venue for any disputes between the parties will be in the District Court of Volusia County, Florida, or the Federal District Court of Florida.

2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Seller's estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

7. **WARRANTY & LIABILITY-** Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

8. **CLAIM PERIOD-** Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.

9. **CANCELLATION-** Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

10. **SEVERABILITY** – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. **STORAGE-** If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

12. **DRAWINGS, ILLUSTRATIONS AND MANUALS-** Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.

13. **PERMITS, LICENSES-** Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. **PATENT INDEMNIFICATION-** Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

SIGNATURES

Agreed to this _____ day of _____, _____

Buyer

By _____
(Print Name)

By _____
(Authorized Signature)

Address

Is this purchase tax exempt? YES _____ NO _____
If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this _____ day of _____, _____
At Lenexa, KS.

SMITH & LOVELESS®, INC.

Seller

By _____
(Authorized Signature)

Prepared by _____
(Sales Representative)

NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.