Bill to:

Indian River County BOCC Finance Department finance@ircgov.com jbuck@ircgov.com 1840 25th Street Vero Beach, FL 32958

Ship to:

Indian River County

Operations/Warehouse Complex

4360 41st Street Vero Beach, FL 32967

Attn: Phone:

Fax:

E-mail:



BARNEY'S PUMPS INC.

Telephone (863) 665-8500 Fax (863) 666-3858

Quotation

 Page
 1 of 3

 Number
 SQ011194-3

 Date
 10/27/2018

 Customer number
 0000399

Customer P.O.

Destination country

Our ref. 000951
Quotation deadline 12/28/2018
Payment Net 30 days

Item number	Description	Ship date	Quantity Unit	Sales price	Amount
VTP	National Pump model H14MC, 1-stage vertical turbine pump, ductile iron discharge head with stainless steel headshaft for connection to Vertical Hollowshaft Motor (customer supplied) and single cartridge seal. Bowl and column assembly are all 316SS construction, including 316SS impeller, dynamically balanced and 316SS basket strainer.	TBD	2.00 EA	54,795.00	109,590.00
	Pump to be a duplicate of S/N C09A002202.				
	Includes Flowserve ISC2 cartridge mechanical seal, 1.500", Carbon/Silicon Carbide and Unaflex Superflex flexible expansion joint, 10" 150# vs 10" 250# flanges.				

Estimated lead time is 8 weeks ARO.

Delivery is included in quoted price.

Thank you for the opportunity to earn your business.

Lead times and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale. Charges below include freight and any other miscellaneous charges. All shipments are F.O.B. Origin.

SIGN BELOW AN	D RETURN TO AUTHORIZE ORI	OFR.	Sales subtotal amount	109,590.00	
S.S.V. DELOW / N. D. N. E. IONIC TO / IONIC MELLON DELON			Charges	0.00	
			Net amount	0.00	
PRINT NAME	SIGNATURE	DATE	Sales tax	0.00	
Quoted by: Matt Curls		Total	109,590.00 USD		
E-mail:	curlsm@barneyspumps.com	1			

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Barney's Pumps Terms of Sale & Warranty

- 1. Pricing is based upon these and our manufacturer's standard terms and conditions of sale. Copies of manufacturer's documents are available for review. No other terms or conditions of sale apply unless accepted in writing by the Barney's Pumps Credit Manager or an officer of the company. Quoted prices do not include any taxes and are valid for THIRTY (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps reserves the right to modify pricing.
- 2. Standard payment terms are net 30 days from invoice date. For contractor sales: Minimum 90% net 30 days Balance of retainage due at start-up OR eighty (80) days from invoice date, whichever occurs first.
- 3. We reserve the right to charge one and one-half percent (1-1/2%) of the past due balance per month. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law.
- 4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part.
- 5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials/goods you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing.
- 6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for damage or shortage must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days.
- 7. Materials/goods may not be returned without our consent and will be subject to a restocking charge plus any freight costs involved.
- 8. LIMITED WARRANTY: Materials/goods manufactured by others are warranted only under the conditions and to the extent that they are warranted by the manufacturer(s) of said materials/goods, whose warranties will be furnished and assigned to Purchaser on request. We will not be liable for any breach of such warranty and Barney's Pumps does not provide any express or implied warranty concerning such materials/goods.

With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls® electrical control panels, we warrant said materials/goods only to the original purchaser and only against defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or

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eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. Parts of products, or accessories, manufactured by others are warranted only to the extent of the original manufacturer's express warranty, if any. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge with a new or remanufactured part, F.O.B. Lakeland, Florida. The original purchaser shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any.

EXCLUSION OF ALL OTHER WARRANTIES: THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED; ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY GOODS OR MATERIALS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS.

For those items partially or totally manufactured by others and incorporated into our system(s) for resale, we pass along their warranty in total, but do not offer additional warranties, nor certify that they meet the intent of any request. Other than the above express warranty, Barney's Pumps makes no other warranties or representations whatsoever. In order for our said warranty to be enforceable, we must first be given a written notice and a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. Warranty is determined solely by the manufacturer of the materials/goods.

9. Service, Repair and Maintenance Work: From time to time, Barney's Pumps may perform service, repair and maintenance work for the customer on materials/goods purchased by the customer and/or provide training to the customers concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days. 10. In no event will we be liable for consequential damages, incidental damages, special damages, indirect damages, loss of use, loss of performance, loss of operations, loss of profit, or any other damages with respect to any materials/goods supplied by us, whether solely manufactured by us or others. Barney's Pumps and the original purchaser agree that the sole and exclusive remedy against Barney's Pumps regarding goods and materials manufactured by Barney's Pumps shall be for the repair or replacement of defective parts as provided above. Indemnification and/or Hold Harmless is not accepted by Barney's Pumps. This in no way diminishes the rights of either party. It is simply our corporate policy to rely on our extensive warranty outlined above.