



Associated Fiberglass Enterprises

DATE: 12/6/2017

CUSTOMER Hartwell Environmental
ADDRESS _____
ADDRESS _____

ATTN: Peter Lunk
FAX _____
PHONE _____

Project **Model 16896**

DESCRIPTION	Length	Width	Height	QTY	UNIT PRICE	EXTENDED
Model 16896	14'	8'	7'	1	\$24,309.00	\$24,309.00
Sub-Total						\$24,309.00

Freight	\$750.00
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Total	\$25,059.00
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The shelter will be partitioned into two rooms. Both compartments will be equipped with an intake fan, a 12" x 12" aluminum louver, 2) GFCI duplex outlets, a fluorescent interior light fixture, exterior switches for the fan and lamp and a 1500w heater with dedicated outlet. A 120/240 Volt, 125Amp, Main Lug, 8-branch breaker Panel in a Nema3R enclosure will be supplied in one compartment to accommodate the entire shelter. The shelter will have a 40" x 80" door with an aluminum panicbar with a lever-locking handle, stainless steel piano hinge and CAD plated crash stop in each compartment. There will be CAD plated eyebolt(s) in the roof for lifting and the shelter will have UV-resistant, white gel-coat inside and outside. The mounting flange will be pre-drilled and gasket will be provided.

Note: Sales tax not included.
Quote good for 60 days
Terms: Net30 days
Attached Terms and Conditions apply
Freight to Deer Park, TX is included

Acceptance of Quotation _____

Company _____

By: _____

Date: _____

ASSOCIATED FIBERGLASS ENTERPRISES

PHONE: 1-800-798-6561
817-838-6786

2417 WEAVER STREET
FORT WORTH, TX. 76117

FAX: 817-838-6789
WWW.AFETEXAS.COM



Associated Fiberglass Enterprises

A Shumard Corporation Company 2411 Weaver Street • Fort Worth, TX 76117

Toll Free: 800-798-6561 • Office: 817-838-6786 • FAX: 817-838-6789

Website: www.afetexas.com

Terms & Conditions

1) SHIPMENT AND DELIVERY AND INSPECTION:

The quoted delivery is based upon using Seller's (Shumard Corporation dba Associated Fiberglass Enterprises) normal and customary equipment and personnel. In the event additional equipment and/or personnel are required, buyer will be responsible for the cost of the additional equipment and/or personnel.

- a) Shipment to be based upon mutually agreed to schedule
- b) It will be the responsibility of the contractor to accept delivery of the products or parts as manufactured, and unload at contractor's jobsite or storage site. Products or parts shall be handled and stored in accordance with manufacturer's recommendations.
- c) In the event Seller cannot utilize Seller's customary delivery at or near the desired terminus of delivery, the Buyer shall receive and become responsible for delivery at a location acceptable to Seller's normal business practice
- d) If the Buyer or his installation contractor delays the unloading of trucks beyond two (2) hours, detention time will be charged to the Buyer at the current established rate per hour. If trucks cannot be unloaded as planned, due to no fault of Seller, and must return to Seller's plant, or any other location at the direction of Seller, hauling charges to and from the alternate point of delivery, at the prevailing rate will be invoiced to the Buyer. A charge for unloading, storage and reloading will be added if applicable. These charges will be invoiced during the month in which the costs are incurred and payment is due as if delivery had been made.
- e) Unless otherwise stated in this quotation, unit prices and/or lump sums quoted herein are based upon full load shipments.
- f) Buyer will provide access and suitable right-of-way for deliveries to be made in accordance with the agreement.
- g) If Buyer cannot receive shipment as scheduled.
 - a. Buyer must notify Seller at least four (4) weeks prior to scheduled start of delivery, and upon mutual agreement, production and delivery will be rescheduled.
 - b. If Buyer delays delivery more than thirty (30) days beyond the scheduled delivery date, at Seller's option Buyer will be invoiced at 100% of the agreement unit price and payment is due per the original delivery schedule.
- h) Seller must receive shipping instructions not less than forty-eight (48) hours before shipments are to be commenced. Failure of Buyer to send such shipping instructions shall not in any way relieve Buyer from liability under the contract.
- i) In the event the product or parts have not been accepted and delivered to customer within 30 days of notice of completion, Seller, at Seller's option, may charge Buyer Storage fees at the rate of 5% of the cost of the product per month it remains on Seller's property.
- j) Buyer, upon receiving possession of the product or parts, shall have a reasonable opportunity to inspect to determine if the product or parts conform to the requirements of this agreement. If Buyer, in good faith, determines that all or a portion of the product or parts are non-conforming, Buyer may return the non-conforming product or parts to Seller at Seller's expense. Buyer must provide written notice to Seller of the reason for rejecting the product or parts. Seller will have 90 days from the return to remedy such defects under the terms of this agreement.
- k) Buyer understands that unless agreed upon by Seller, all products not received by the applicant within 30 days of project completion become the property of Seller.
- l) Buyer understands that, unless agreed upon by Seller in writing, all molds are the property of Seller.

2) PRICES: Unless otherwise stated herein, any quoted prices not accepted within thirty (30) days from date of this quotation are subject to revision and/or confirmation. Any price extensions are for information only, unit prices and final quantities will govern.

3) TAXES: Prices do not include state or local sales or use taxes or any other such taxes. On projects in Texas all applicable sales taxes will be added to the net amount of the sales invoice on transactions which are not exempt. On projects outside of Texas the Buyer will be responsible for all applicable taxes.

4) LIMITED WARRANTY:

This Warranty is effective June 1, 2015 and supersedes all other warranties, including those contained in the other documents that might have been included with the products, is extended by Seller to the original purchaser (Buyer) and applies to products purchased and retained for use within the USA and Canada. Seller warrants to Buyer that the products will conform substantially to the applicable drawings or design standards and are free from defects in material and workmanship when shipped from Seller's location, and will remain free of such defects under normal usage for 12 months from date of acceptance.

5) LIMITATION OF LIABILITY:

Seller's liability is limited as follows.

- a) In the event the product upon examination by Seller, is determined by Seller, in its sole discretion, to be defective in material or workmanship during the warranty period, Seller will repair or replace at its sole discretion defective product.
- b) Seller makes no warranties, express or implied, except as specifically stated above. SUCH WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- c) SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- d) Seller's liability if any, for defective products or parts, is limited to replacement, repair or refund of the defective products or parts at Seller's option FOB Seller's location.
- e) This warranty does not cover or include expenses for removal or reinstallation. The Buyer shall be responsible for the cost of identifying the defect, replacement of the defective part, and all labor and material necessary to the exchange.
- f) Seller assumes no responsibility for work done or expense incurred in connection with repairs or replacement except upon prior written authority from Seller.
- g) Seller assumes no liability for any special or consequential damages or claims for labor incident to any defective material or workmanship or non-conformity with project specifications.
- h) Seller shall not be liable for any damages suffered by Buyer due to delay of delivery of products or parts purchased by Buyer.
- i) There is no warranty against corrosion, erosion, or deterioration.
- j) This warranty covers fiberglass materials only. Other parts and components are specifically not warranted. Any other components furnished by Seller but purchased from others shall be limited to that manufacturer's warranty, if any.
- k) Nothing herein shall be construed as a guaranty of workmanship of any person installing Seller products, or as imposing on Seller any liability of any nature for unsatisfactory performance caused by faulty workmanship in installation, which liability is expressly disclaimed.
- l) This warranty will not apply if the product or parts are structurally altered; is used or operated over its rated capacity, or is not maintained in accordance with Seller's recommendations or the accepted good practice of the industry.
- m) Seller shall not be obligated to pay for the cost of any freight or handling charges for any service covered under this warranty.

Buyer shall perform the following as express conditions to warranty service and any liability by Seller:

- a) Notify Seller promptly in writing upon discovery of a suspected defective product or part, sent by certified mail, to President, Associated Fiberglass Enterprises, 2411 Weaver St. Fort Worth, Texas 76117, giving full particulars in support of the warranty claim.
- b) Make available for inspection to Seller or its representative the product or parts alleged to be defective and, if requested by Seller, ship said product or parts prepaid to Seller at the following address: Plant Manager, Associated Fiberglass, 2411 Weaver St. Ft. Worth, Texas, 76117 for inspection or repair.

6) ACCEPTANCE OF PROPOSAL: Buyer's acceptance of this proposal either by signature hereto or by his covering purchase order, shall constitute acceptance of all terms and conditions herein stated unless they are specifically altered or deleted by mutual agreement in writing and executed by an officer of the Seller. This instrument contains the entire agreement between the parties hereto relating to the rights, obligations and duties of each party. Any prior or future agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force in effect.

7) TERMS:

a) TERMS OF PAYMENT: Unless otherwise specified, terms are 50% down payment with balance due before shipment of materials. Terms of Net 30 days from date of invoice are available with approved credit. All terms issued by Seller are subject to review and revocation at any time and without prior notification.

b) FAILURE TO PAY IN FULL, PRICE WHEN DUE: If the full invoice Price is not paid when due, a Late Payment FINANCE CHARGE equals to 1.5% per month (equivalent to an ANNUAL PERCENTAGE RATE OF 18% per annum) on entire past due balance will be paid by Buyer. Interest shall begin to accrue thirty (30) days from date of invoice.

c) DEFAULT: In the event default is made in the payment of any amount due by Buyer under this contract, and it is placed in the hands of an attorney for collection, then Buyer agrees to pay Seller an additional amount equal to Seller's reasonable attorney and/or collection fees.

d) PAYMENT OF INVOICE: All payments are to be made by Buyer to Seller at Associated Fiberglass Enterprises, 2411 Weaver Street, Fort Worth, TX 76117.

8) DISPOSITION: Buyer shall not, without written consent of Seller, use any of the product which is the subject of this for any purpose except as herein intended, or remove any of the product from the jobsite until the purchase price for all of the product has been fully paid.

9) CANCELLATION: If at any time the financial responsibility of the Buyer becomes impaired or unsatisfactory to the Seller, or if Buyer fails to pay the Full Invoice Price when due under Paragraph 10(a) above, Seller reserves the right to:

- (i) Notify Buyer and/or Owner and suspend shipments of the unfilled portion of contract, or
- (ii) Require C.O.D. payment, cashier's check, or any other form of payment satisfactory to Seller on any further shipments to Buyer, or
- (iii) Cancel the unfilled portion of the agreement.

10) WAIVER OF BREACH: Waiver by Seller or Buyer of any breach of these provisions shall not be considered a waiver of any other breach, or any subsequent breach by the other party.

11) FORCE MAJEURE: In the event that Buyer or Seller shall be prevented from completing performance of his obligations hereunder by an act of God or any other occurrence whatsoever which is beyond the control of Seller:

- a) All amounts due seller for completed product become immediately due.
- b) All amounts for partially completed product become immediately due based on Seller's estimate of the percentage of completion of the products or parts.
- c) After payments have been made, Buyer or Seller shall be excused from any further of his obligations hereunder.

12) SEVERABILITY: It is further understood and agreed by the parties hereto that if any of the provisions hereto should contravene, or be invalid under the laws of the particular state, country or jurisdiction where used, such contravention or invalidity shall not invalidate this agreement, but each section be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

13) APPLICABLE LAW: This agreement shall be deemed to have been made in Tarrant County, Texas and shall be interpreted, and the rights and liabilities of the parties here determined, in accordance with the laws of the State of Texas.

14) ARBITRATION: Any controversies or disputes arising out of or relating to this agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonable to Tarrant County, Texas or otherwise mutually agreed to by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this agreement.

Both parties acknowledge that during the course of the agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

15) QUOTATION VERIFICATIONS: The information shown in Seller's quotation is Seller's interpretation of the plans and specifications for this project, however, the quotation is not guaranteed. It will be the responsibility of the purchaser to verify the quantities, sizes, and descriptions of the materials actually required for this project.

16) ORDER QUANTITIES: The prices shown on this quotation are based upon receiving an order for all of the materials on which we have quoted, unless otherwise agreed to, in writing, by both parties.

17) QUOTATION SCOPE: Seller's quotation covers only the materials, which are specifically listed and quoted in the body of the quotation. No duties, taxes, services, or other incidental appurtenances are included unless specified in the quotation.

18) CONTAMINATED SOILS: If the material(s) quoted may be directly exposed to contaminated soils or ground waters, a revised construction and/or a different material may be required to resist attack from some concentrations of some chemicals. Submit exposure levels for analysis and recommendations, and a revised quotation (when required).

19) These terms and conditions of Seller shall be the sole and exclusive terms and conditions of sale and no purchase order shall be effective or otherwise binding upon Seller in absence of a signed written agreement by an Authorized Officer of Seller expressly agreeing to be bound by the terms of any such purchase order. Any purchase order issued by Buyer shall be deemed to incorporate the terms and conditions set forth in Seller's terms and conditions of sale. Customer expressly agrees that the terms and conditions of sale set forth in Seller's terms and conditions of sale and no other terms and conditions of sale shall be effective unless expressly agreed to in writing by an Authorized Officer of Seller notwithstanding anything to the contrary in any purchase order, confirmatory memorandum or other document evidencing such sale.

20) Notice: Any notice or communication required or permitted under this agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or mailed, or on the third day after mailing if not signed for.

21) This agreement contains the entire agreement of the parties regarding the subject matter of this agreement, and there are no other promises or conditions in any agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.