

# CITY OF HIGH POINT

## AGENDA ITEM



**Title: Riverdale Pump Station- Pre-Purchase of Plug Valves**

**From:** Terry Houk – Public Services Director  
Derrick Boone – Public Services Asst. Director

**Meeting Date:** April 15, 2019

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:** N/A

**Attachments:** Quotes

---

### **PURPOSE:**

To expand the capacity of the Riverdale Lift Station while an emergency bypass is in place to repair the station from flooding that occurred during Hurricane Florence.

### **BACKGROUND:**

The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Station from areas located on the north side of the city. This is the City's largest pump station. During Hurricane Florence, the pump station flooded resulting in damage to three (3) pumps. While still under the emergency bypass, the Public Services is expanding the Riverdale Lift Station. The expansion will include a 10- MGD submersible pump and a second force main that will discharge to the Eastside Wastewater Treatment Plant. Due to the long lead times, the Public Services Department is pre-purchasing four 36" plug valves and one 20" plug valves. Public Services requested quotes from valve manufacturers and only two responded by the due date. The selection is based on meeting the design criteria and the fastest delivery at the lowest price. The lead time for the Pratt valves is 8 to 10 weeks versus the Dezurik lead time of 12 to 14 weeks.

### **BUDGET IMPACT:**

Funds for this project are available in the 2018-2019 Budget.

### **RECOMMENDATION / ACTION REQUESTED:**

The Public Services Department recommends approval of the quote submitted by Pratt for the purchase of the five plug valves in the amount of \$127,655.



Hazen and Sawyer  
4011 Westchase Blvd, Suite 500  
Raleigh, NC 27607 • 919.833.7152

April 5, 2019

Terry L. Houk  
Public Services Director  
City of High Point  
211 S. Hamilton  
High Point, NC 27260

**Re: Riverdale Pump Station Emergency Repairs – Plug Valves**

Dear Mr. Houk:

In order to facilitate a timely repair for the Riverdale Pump Station we recommend pre-purchasing the required plug valves. Plug valves of this size are not readily available and the valve manufacturer will not begin to construct the valve is ordered and the valves design approved by the Owner. Lead times for plug valves to be shipped to the site can vary from 7 to 22 weeks or more once approved. Consequently, plug valves are a critical path item for the pump station repairs.

Hazen and Sawyer is familiar with two reputable plug valve manufacturers that meet our design and performance guidelines in general and are thus are typically included as named manufacturers in our specification. The valves produced by these manufacturers also meet the specific design criteria for the Riverdale Pump Station.

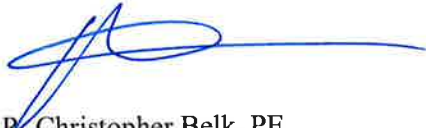
Quotes one (1) 20-inch plug valve, and four (4) 36-inch plug valves were solicited from both manufacturers. The quotes are attached for reference and summarized below:

| Manufacturer | 20" Valve Cost | Lead Time (weeks) | 36" Valve Cost | Lead Time (weeks) | Total Cost |
|--------------|----------------|-------------------|----------------|-------------------|------------|
| DEZURIK      | \$9,174        | 7 to 9            | \$111,036      | 12-14             | \$120,210  |
| PRATT        | \$5,444        | 8 to 10           | \$121,692      | 8 to 10           | \$127,692  |

Note: Dezurik indicated that two of the four 36-inch valves could be shipped 10-12 weeks after release and the remaining two 12-14 weeks after release.

We recommend purchasing the valves from Pratt given the shorter lead times for the 36" Plug Valves. The cost difference between the two quotes of \$7,482 is nominal.

Very truly yours,



R. Christopher Belk, PE  
Senior Associate



Enclosure: 15109 Plug Valves.pdf, Pratt Std Port Q-019 26482, Dezurik Stand PORT Riverdale 15-335-30006164

cc: Derrick Boone (City of High Point), Aaron Babson (Hazen and Sawyer)

11/20/15

# DeZURIK Quotation



**To:** City of High Point  
Terry Houk  
High Point, NC  
USA  
Phone 919-755-8637  
Email cbelk@hazenandsawyer.com

**Reference:**  
**Invoice Terms:** Net 30 Days  
**Days Valid:** 60  
**Shipping Point:** FOB: Factory, Freight Allowed  
**Delivery Notes:** 20" PV: 7 - 9 weeks after release  
36" PV's: will advise

**Date of Quote:** 04-03-2019  
**Quote Number:** 140656  
**Project Name:** Riverdale Plug Valves  
**I.D. (Rep. Use):** 15-335-30006164\_Rev.1  
**Line of Business:** 4960 - Underground Water Distribution  
**Make Order To:** DeZURIK, Inc.  
C/O Carotek, Inc.  
Rob Bertram; Sales/Estimating  
700 Sam Newell Road  
Matthews, NC 28105  
USA  
Phone 704-844-1175  
Fax 704-841-8821  
Email rob.bertram@carotek.com

**Currency and Values expressed in USD (\$)**

**ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA.**

| Line #       | Cust. Line #<br>Tag # | Qty | Order Code  | Unit Price  | Total Price  |
|--------------|-----------------------|-----|---|-------------|--------------|
| 1            |                       | 1   | 20" MJ Plug Valve with Gear, 304SS Stem Ext 5'<br>PEC,20,MJ,CI,NBR,NBR,S40SD0*MGB-WR3L-N,ENG1-SB16*S00309 | \$9,174.00  | \$9,174.00   |
| 2            |                       | 4   | 36" MJ Plug Valve with Gear, 304SS Stem Ext 5'<br>PEC,36,MJ,CI,NBR,NBR,S40SD0*MGB-WR4L-N,ENG1-SB16*S00309 | \$27,759.00 | \$111,036.00 |
| <b>Total</b> |                       |     |   |             | \$120,210.00 |

# MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

1. CONSTRUCTION AND LEGAL EFFECT: Our sale to you, as the purchaser of goods from us, is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. PRICES: Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA carrier, our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. TAXES: Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

6. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be (30) days net in US dollars. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including cost of materials, labor, engineering, reconditioning and our profit margin.

8. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions we may either extend time for so doing or cancel contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. LIMITED WARRANTY: Products, auxiliaries and parts thereof that we manufacture are warranted to the original purchaser for a period of twenty-four (24) months from date of shipment from factory, against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations. Repair or replacement, at our option, for items we manufacture will be made free of charge, (FOB) our facility with removal, transportation and installation at your cost, if proved to be defective within such time, and this is your sole remedy with respect to such products. Equipment or parts manufactured by others but furnished by us will be repaired or replaced, but only to the extent provided in and honored by the original manufacturers' warranty, in each case subject to the limitations contained therein. No claim for transportation, labor or special or consequential damages or any other loss, cost or damage shall be allowed. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. We do not guarantee resistance to corrosion, erosion, abrasion or other sources of failure, nor do we guarantee a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to install and operate said products and parts according to instructions we furnished, or misuse, modification, abuse or alteration of such product, accident, fire, flood or other Act of God, or failure to pay entire contract price when due shall be a waiver by you of all rights under this warranty. The foregoing guarantee shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our Factory Service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous Warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any of our agents or employees, in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT OBLIGATIONS ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

10. INTELLECTUAL PROPERTY: We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. LIMITATION OF LIABILITY: IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED, ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN THE EARLIER OF 12 MONTHS AFTER THE DATE OF SALE.

12. EXPORT CONTROL COMPLIANCE: You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. GENERAL COMPLIANCE WITH LAWS. In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy and environmental laws. You have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. INDEMNIFICATION BY YOU. You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. PROPRIETARY INFORMATION: We retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods and services sold to you. Unless advised by us in writing to the contrary, all such information and documents disclosed or delivered by us to you are to be deemed proprietary to us and shall be used by you solely for the purpose of inspection, installation, and maintenance and not used by you for any other purpose.

16. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

**17. TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.**

18. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Minnesota.

19. NO OTHER CONTRACT PROVISIONS; OTHER: This is the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.



a **MUELLER** brand

401 S. HIGHLAND AVENUE, AURORA, IL 60506  
TEL: (630) 844-4000 FAX: 630-844-4124

Please reference job name or quote number  
on all purchase orders related to this quotation.

**Date:** April 3, 2019

**Proposal #:** Q-019-26482 **Rev:** 0

**Project Name:** Riverdale Pump Station

**Project Location:** North Carolina

TO: Terry Houk

CLEARWATER INC.  
P.O. BOX 1469  
HICKORY, NC 28603  
United States  
Phone: 828-8553182  
Fax: 828-8553183

This quotation reflects our policy of sourcing materials in the most cost effective manner. Any requirement for a specific US content may require a revised quotation.

We are pleased to submit the following proposal for your consideration:

| <u>ITEM</u> | <u>QTY</u> | <u>LEAD-TIME</u> | <u>DESCRIPTION</u>   | <u>UNIT PRICE</u> | <u>EXTENDED</u> |
|-------------|------------|------------------|--|-------------------|-----------------|
| 1           | 1          | 8-10 Weeks       | 2000-600N1BG<br>20" 600 Standard Port Plug Valve, 150psi, 150psi Reverse Flow, Mechanical Joint Ends, Cast Iron Body, Cast Iron Cap, Nickel Seat, Ductile Iron Plug Coated in Buna, 10-12 Mils Amerlock 400 Interior and Exterior, Buried Service Gear, 2" Nut Operator, Bi-Directional Leak Testing On Both Sides.  | \$5,444.00        | \$5,444.00      |
| 2           | 4          | 8-10 Weeks       | 3600-600ND1BG<br>36" 600 Standard Port Plug Valve, 150psi, 150psi Reverse Flow, Mechanical Joint Ends, Cast Iron Body, Cast Iron Cap, Nickel Seat, Ductile Iron Plug Coated in Buna, 10-12 Mils Amerlock 400 Interior and Exterior, Buried Service Gear, 2" Nut Operator, Bi-Directional Leak Testing On Both Sides. | \$30,423.00       | \$121,692.00    |
| 3           | 1          |                  | 060SCSP-ES0<br>1-1/4 SQ CS X 5 FT STEM ASSY  | \$231.00          | \$231.00        |
| 4           | 1          |                  | 120SCSP-ES0<br>1-1/4 SQ CS X 10 FT ES ASSY   | \$288.00          | \$288.00        |

Proposal Total: \$127,655.00

Sincerely,  
Victoria Balitewicz  
Inside Sales Manager Southeast  
vbalitewicz@muellerwp.com

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities when providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. MWP brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, Jones®, Mi.Net®, Milliken®, Pratt®, Singer®, and U.S. Pipe Valve and Hydrant. Please see [muellerwp.com/brands](http://muellerwp.com/brands) to learn more.

**Commercial Terms:**

FOB Point : Aurora IL, 60506  
Freight Terms : PPC Pre-Pay & Charge  
Payment Terms : Net 30 Days  
Price Validity : 30 Days  
Warranty : 24 Months as defined in Terms and Conditions of Sale  
Packaging : Standard

**1. Quoted Prices Exclude:**

- 1.1 All Taxes
- 1.2 Per Sales we are quoting Standard Port in LIEU of 100 Percent port.  
We are providing extension stems not bonnets  
We cannot supply stem guides, therefore it's not quoted within this project.

**2. Clarifications**

- 2.1 Quoting standard valves with partial specifications using standard materials as noted only. Standard submittals and Operation & Maintenance Manuals will be provided upon request. Any deviation may result in additional charges.

**CONDITIONS OF SALE**

**3. Prices are firm and proposal is valid providing:**

- 3.1 Buyer's purchase order is received within 30 days of bid opening date. If purchase order is not received within 30 days, Seller reserves the right to re-quote and adjust price and/or delivery lead time.
- 3.2 Quotation assumes shipment of complete quoted material within 365 days from date of a received purchase order.
- 3.3 Approved drawings, if specifically required by purchase order, are returned within thirty (30) days of submittal date, with full release to manufacturing. If approved drawings are not received within 30 days, Seller reserves the right to re-quote and adjust price and/or delivery lead time.
- 3.4 Henry Pratt Company's Terms and Conditions of Sale apply to this quotation. A copy of our Terms and Conditions of Sale can be downloaded from [https://www.henrypratt.com/sites/henrypratt.com/files/uploads/media/13313-terms-and-conditions-of-sale-pratt\\_9-10-2018\\_0.pdf](https://www.henrypratt.com/sites/henrypratt.com/files/uploads/media/13313-terms-and-conditions-of-sale-pratt_9-10-2018_0.pdf).
- 3.5 Quoted shipping dates are estimates only based on shop loads and lead times of materials from outside vendors. Seller will meet quoted schedules or reflect currently schedules upon order acknowledgement. Lead time shall be mutually agreed to at the time of product release to manufacture and credit package approval by Seller. Seller shall not be responsible for delay in deliveries due to any cause beyond Seller's reasonable control, regardless of theory of liability.
- 3.6 Seller shall not be liable for Buyer's loss of profit, indirect, liquidated, incidental, or consequential damages, regardless of theory of liability. Seller's total liability shall not exceed the unit purchase price of the products supplied. Indemnification shall be limited solely to Seller's negligence.
- 3.7 This quotation is based on payment terms of Net 30 Days from date of invoice with no retainage. Payment terms are extended to customers who have completed a credit application, including credit agreement, and have been approved by our Credit Department. Payment must be made in advance of shipment for all other accounts.

ALL QUOTATIONS/PURCHASE ORDERS ARE SUBJECT TO RENEGOTATION IF DIFFERING TERMS AND CONDITIONS ARE STATED IN BUYER'S PURCHASE ORDER WHEN RECEIVED.