



PROPOSAL/SALES AGREEMENT
 FORMETCO INC.
 2963 Pleasant Hill Rd
 Duluth, GA 30096
 PH 770-476-7000

Attn: Al Thurman

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Email:
 vbabiak@cityofpowdersprings.org

Customer Address:
 City Of Powder Springs
 PO Box 46

Shipping Address:

Job Location:

Powder Springs
 GA
 30127

GA

**Quote #: QUO-03081-
 JON3Y3**

Owner Name: Taleigh Culley

Account:
 Ship Speed:
 Quote Date: 3/30/2022
 Quote Expiration: 4/30/2022
 Case: CAS-46100-T9B8
 Asset: 159032

Board: City of Powder Springs

Products / Services	Description	Qty.	Price / Unit	Extended Amount
ROUTER-CRADLEPOINT-IBR650	ROUTER, CRADLEPOINT IBR650C WITH SIM & FEE Configured for EMC PC	1.00000	\$1,115.48	\$1,115.48
ANTENNA-MAG MOUNT	ANTENNA EXTERNAL, MAG BASE, 4G COMPATIBLE	2.00000	\$65.00	\$130.00
WIRELESSINTERNET	Quarterly Wireless Charge	1.00000	\$195.00	\$195.00
CABL6X4	CABLE,CAT 6,4 FT,SPEC T-568B SNAGLESS, GRAY	1.00000	\$4.17	\$4.17
SWITCHETHERNET-TL-SG105	TP-Link TL-SG105 5-Port Gigabit Ethernet Switch	1.00000	\$29.08	\$29.08
SERVICELABOR	HOURLY CHARGE FOR ONSITE LABOR	3.00000	\$95.00	\$285.00
SERVICETRAVEL	HOURLY CHARGE FOR COMMUTE TO SITE	2.00000	\$50.00	\$100.00

Sub Total	\$1,858.73
Sales Tax	Additional
Shipping	Additional
TOTAL	\$1,858.73

Description: New communications equipment for an EMC and the first quarter of service. Including labor for installation by a Formetco technician.

Print Name:

Title:

Signature:

Date:

Customer Notes:

This quote is an estimate and the final charge will be based on time and materials for the service.

TERMS AND CONDITIONS OF SALE

1. **Interpretation, Definitions and Modifications.** These terms and conditions apply to the sale by Formetco to Buyer of the Products identified in the Quotation/Sales Agreement (“Quotation”). These Terms and Conditions of Sale may only be altered, modified, superseded or amended by a written document that specifically references the Quotation, sets forth the agreed change, and is signed by an authorized Formetco representative.

2. **Applicable Law, Limitations.** The sale of the Products shall be governed by the laws of the state of Georgia in effect on the date of the sale. Any legal action pertaining to the sale of the Products other than non-payment by the Buyer must be commenced within one year after the cause of action arose.

3. **Assignment.** Buyer may not assign its obligation under the Quotation or these Terms and Conditions of Sale without the written consent of Formetco. Any attempted assignment shall be void unless made in conformity with this Paragraph 3.

4. **Delivery, Title and Risk of Loss. (a) Continental USA Orders** - The Products are sold FOB Formetco’s facility (the “Shipping Point”). Formetco shall put the Products in possession of a carrier at the Shipping Point, contract with the carrier for the shipment of the Products to the destination designated by Buyer, and obtain and promptly deliver to Buyer the documents, if any, necessary to obtain possession of the Products. Formetco shall bear the expense of putting the Products in the possession of the carrier. Buyer shall bear all other expenses of transportation including, without limitation, loading and unloading, storage and freight. Title to and risk of loss of the Products shall pass to Buyer upon placement of the Products into the carrier’s possession by Formetco. The Products shall be deemed tendered to Buyer upon delivery of the Products to the carrier by Formetco. The Buyer may not direct the Products to any destination other than that specified in the Quotation without the permission of Formetco. Formetco shall use its best efforts (consistent with its then current sales and credit policies and procedures) to accommodate Buyer’s request to deliver the Products in accordance with the delivery instructions set forth in the Quotation. **(b) Orders Outside Continental USA** – The Products are sold CIP Buyer’s city (the “Destination”). Formetco shall put the Products in possession of a carrier, contract with the carrier for shipment of the products to the Destination, obtain and provide insurance coverage for the Products to the Destination, and obtain and promptly deliver to Buyer the documents, if any, necessary to obtain possession of the Products. Buyer shall bear all other expenses including among others, duties, taxes, warehouse cost at Destination, and unloading costs at final destination location. Title to and risk of loss of the Products shall pass to Buyer upon delivery of the Products to the Destination. The Buyer may not direct the Products to any destination other than that specified in the Quotation without the permission of Formetco. Formetco shall use its best efforts (consistent with its then current sales and credit policies and procedures) to accommodate Buyer’s request to deliver the Products in accordance with the delivery instructions set forth in the Quotation.

5. **Delay, Force Majeure.** Any delivery date(s) or period for delivery provided for in the Quotation is approximate and not a guarantee of a particular date or period of delivery. Under no circumstances shall Formetco be liable for failure to deliver or delay in delivery occasioned, in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God, or by inability to secure materials, fuel, supplies, power or shipping space or because of the public enemy, terrorist act, any governmental authority or any other causes or circumstances beyond Formetco’s reasonable control affecting Formetco’s or its supplier’s plants or otherwise affecting transportation or production of the Products. In such circumstances Formetco shall have the right to extend the date of delivery for a reasonable period of time after the period of delay (but in no case for less than the period of delay) and shall have the right to apportion its products among its customers in such manner as it may deem equitable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

6. **Warranty.**

(a) Formetco warrants to Buyer that the Products will conform to the description and specifications designated in the Quotation (“Formetco’s Warranty”), subject to Formetco’s standard manufacturing variations, tolerances and classifications.

(b) Formetco warrants the Products to Buyer in accordance with Formetco’s Limited Warranty (the “Limited Warranty”) for the Products. Formetco will, upon request, furnish Buyer with a copy of the Limited Warranty.

(c) On the date that title passes to Buyer, as specified herein, Buyer will acquire good and clear title from Formetco to the Products purchased hereunder (the “Title Warranty”).

(d) FORMETCO’s WARRANTY, FORMETCO’s LIMITED WARRANTY [paragraph 6(b)], AND FORMETCO’s TITLE WARRANTY [paragraph 6(c)] ARE MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES TO BUYER INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. UNLESS FORMETCO SPECIFICALLY AGREES IN WRITING, FORMETCO SHALL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITY RESULTING FROM ADVICE PROVIDED BY FORMETCO REGARDING THE DESIGN, INSTALLATION, OR USE OF THE PRODUCTS.

7. Buyer’s Remedies.

(a) In the event the Products do not conform to the Quotation, Formetco’s Warranty, or the Limited Warranty, Buyer’s sole and exclusive remedy shall be, at Formetco’s option, for Formetco to (1) repair the Products, (2) replace the Products, or (3) refund the purchase price paid to Formetco by Buyer for the non-conforming Products.

(b) In the event that the Products do not conform to the Title Warranty, Buyer’s sole and exclusive remedy with respect to such nonconformity will be, at the option of Formetco, for Formetco to (1) cure the title deficiency, or (2) accept the return of the Products and refund the purchase price paid to Formetco by Buyer for the non-conforming Products.

(c) No claim by Buyer of any kind, whether or not based on Formetco’s alleged negligence, shall be greater than the purchase price of the Products. In no event shall Formetco be liable to Buyer for any special, indirect, incidental or consequential damages including lost profits, whether or not caused by or resulting from the negligence of Formetco, or by reason of the fact that the Products do not conform to the Quotation, Formetco’s Warranty, the Limited Warranty, or the Title Warranty, all other warranties having been disclaimed and excluded by Formetco.

(d) Buyer shall not set off against any amounts owed to Formetco for the Products any sums arising under any other sales order or transaction between Formetco and Buyer.

8. Price and Terms. Buyer will pay the price set forth in the Quotation for the Products. Payment shall be made by Buyer to Formetco in legal tender, by cashier’s check, wire transfer, or Buyer’s check, at Formetco’s election. The terms of payment are as provided in the Quotation. Once Formetco incurs costs or expenses in acquiring material or producing product, the Buyer’s deposit is non-refundable. In the event Formetco deems it necessary to institute legal action against Buyer relating to the Products (including without limitation to collect an amount due hereunder) by or through an attorney at law, Buyer shall pay to Formetco upon demand all costs and expenses of such action including, without limitation, reasonable attorneys’ fees. If Buyer fails to pay the full price or any other amount due hereunder, Formetco may withhold subsequent deliveries and electronically shut down or immobilize the Products or components thereof.

9. Taxes. The amount of any present or future sales, use, excise or other similar tax applicable to the Products shall be paid by Buyer, or in lieu thereof Buyer shall, in advance of delivery of the Products, provide Formetco with an acceptable tax exemption certificate.

10. Return of Products. Buyer may not return the Products except pursuant to any applicable warranty provisions, unless such return has been authorized in writing by Formetco prior to such return. Buyer shall bear the costs of such return including, without limitation, transportation charges unless the Products are returned under the Limited Warranty, in which case the terms of the Limited Warranty regarding returns shall apply.

11. Severability. In the event one or more of the provisions of the Quotation or these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provisions, and the Quotation or Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision was never a part of such document.

12. Service Warranty. Formetco’s service warranty is based upon: 1. our product being accessible through use of a 20 foot or shorter ladder; 2. there being a secure catwalk or base from which service work may be performed; and 3. there being a guard rail or a safety lifeline securely attached to the support structure if the product is over 6 feet off the ground (collectively an “Accessible Site”). In the absence of an Accessible Site, Customer is responsible for the cost of a bucket or boom truck capable of providing safe access to the product by our service personnel.