

QUICK CRETE PRODUCTS CORP. P.O. BOX 639 731 PARKRIDGE AVE. NORCO, CA 92860-0639 (951) 737-6240 Fax(951) 737-7032 www.quickcrete.com

## Price Quotation

Quote No. 0108303 Quote Date 6/11/2012

**SOLD TO: 01-CITYLB** 

CITY OF LONG BEACH PURCHASING DIVISION, CITY HALL 333 W. OCEAN BLVD, PLAZA LEVEL LONG BEACH, CA 90802

**SHIP TO: 0031** 

CITY OF LONG BEACH LIDS 333 W. OCEAN BLVD, PLAZA LEVEL LONG BEACH, CA 90802

Confirm To: JIM FISK

Fax: (562) 570-6380

21 5/8"O.D.X 12"I.D. ROUND BURGUNDY STEEL FUNNEL LID W/SECURITY CABLE & BOLT.

Ship To Contact: JIM FISK

Phone: (562) 570-3863 Ext: Email Address: JAMES.FISK@LONGBEACH.GOV Phone: 562-570-3863 Ext: Fax: Email Address: JAMES.FISK@LONGBEACH.GOV

Customer P.O. Terms of Quotation Salesperson NET 30 / NON-CANCELLABLE P.O. SOUTHWEST BILL JACOBSON 2009 Unit Price Item / Item Description Qty UM Amount \*\*\*TO MATCH ORDER 100697\*\*\* 12.00 LID-A21/BRG FACH 131 00 1,572.00

\*\*\*\*PLEASE NOTE\*\*\*\*\*

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

**DELIVERY REQUESTED ON:** 

(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal guotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quanity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

This price quote expires on August 11, 2012

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. Please issue all purchase orders to Quick Crete Products Corp.

Net Amount: 1,572.00 Sales Tax: 137.55 Total Amount (USD): 1,709.55

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. Credit terms subject to change pending account verification.





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Item / Item Description

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NET 30 / NON-CANCELLABLE P.O. SOUTHWEST BILL JACOBSON 2009

Qty

**TERMS & CONDITIONS** 

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Elisabet (Liz) Bracamontes	06/11/2012		
Quick Crete Products Corp.	Date	Customer Authorization	Date

