



BOX 515 RAILROAD STREET
 SANDY LAKE, PENNSYLVANIA 16145-0515
 PHONE: 800-245-0396 ° FAX: 724-376-3864

Quotation

JMC Storage 980 Riverside Drive Portland, ME 207-653-6339 kmbosworth@gmail.com	DATE	10/4/2016	8458PAW	Please indicate this number when ordering.	
	YOUR INQUIRY DATED		TERMS	10% Down Bal on Del.	
	PROPOSED SHIPPING DATE	10 to 12 weeks	TO BE SHIPPED VIA	truck	
	SALESPERSON	Patricia A. Watson	F.O.B. Portland, ME	PPD.	COLL.

We quote to furnish the following products subject to the terms and conditions on the reverse hereof.

4/12 pitch 50# loading

1 -30' x 100' x 9'6" single slope

- 24ga Painted FSS 1.5 roof system
- 24ga Painted lexbeam load walls
- 26ga Galvalume Flexbeam non load walls
- 16ga Galvanized structural
- 26ga painted trim - 2" vapor barrier in roof only
- 3'8" x 8 & 8'8" x 8' roll up doors by DSI
- State sales tax & state stamped drawings

Total package delivered \$35,478.00

Not included: Erection, unloading, block jambs, block firewall, State sales tax or anything not mentioned above

NOTE: DEPOSITS ON ORDERS WHERE ENGINEERING IS REQUIRED IS NONREFUNDABLE

**NOTE: THIS QUOTE IS VALID FOR 15 DAYS FROM THE DATE OF QUOTATION.
 MUST SHIP WITHIN 120 DAYS OR PRICE WILL BE REVIEWED**

This quotation valid for _____ days from the date of quotation.

Thank you for this opportunity to quote on your requirements. We would appreciate having this order and know that you will be satisfied with our quality and service.

Accepted this _____ day of _____ 19_____

Company _____

By _____ Title _____

FLEXOSPAN

Patricia A. Watson, V.P. Self Storage

TERMS AND CONDITIONS OF SALE - FLEXOSPAN PRODUCTS AND SERVICES

Stenographic, mathematical and clerical errors are subject to correction.

These terms and conditions, together with any other documents incorporated herein by reference or which Seller (Flexospan) has attached hereto as part of this contract (the "Agreement") constitute the complete contract between Buyer and Seller and supersede all prior oral and written understandings. Buyer is notified that Seller rejects any provisions or other communications from Buyer that are additional to or different from or in any way modify the terms hereof, whether contained in Buyer's purchase forms or other documents. The Agreement may not be added to, modified or altered in any way except if made in writing, specifically referring to the fact that it is a modification hereof and signed by an authorized representative of Seller. Buyer agrees that no contractual arrangement that Buyer may have with its customer shall be incorporated into or otherwise included in the within sale and shall not be binding in any way on Seller.

Buyer shall indemnify, defend and hold Seller harmless against all suits, claims and demands for actual or alleged patent/copyright infringement arising from this transaction.

Upon material delivery or pickup at Seller's plant, Buyer is responsible for the material and the proper storage thereof. Buyer agrees to indemnify and hold Seller harmless from any third party claims. Claims for defective or damaged material, shortages or any other cause, must be made by Buyer in writing promptly upon receipt of goods. Claims for concealed damage not made within 5 days of delivery/pickup are conclusively waived. Seller shall not be responsible for labor costs, incidental or consequential damages or any other costs arising from the installation or other use of nonconforming material. Buyer is responsible for promptly inspecting the material and shall immediately contact Seller prior to the use and/or installation of any suspected nonconforming material. Claims are subject to Seller's review and determination of acceptance or rejection of the claim. No allegedly defective goods may be returned to Seller without Seller's prior written consent. Hot dipped, processed, uncoated, baro, stainless and aluminum are sold for weatherability and corrosion purposes and not for aesthetics as such products are subject to typical variations in spangle and finish appearance.

Buyer agrees that Seller shall not be responsible for delays or deficiencies in production or shipment or defective goods (or any cost or expense resulting therefrom) caused in whole or in part by: acts of God, wars, fire, explosions, strikes or other labor troubles, breakdowns or accidents, mechanical troubles, lack of or shortages of or rejection of materials (or other delays associated with Seller's procurement or raw material at reasonable prices from regular sources), lack of or shortages of utilities, energy sources, or transportation facilities, delays of carriers, other transportation delays, compliance with government rules, regulations or other requirements; any other like causes; or any other unlike causes beyond Seller's control. The occurrences of any such event shall result in Seller, at its option, having additional time to perform this Agreement as may be necessary under the circumstances, to allocate available goods as it may deem equitable, or cancel the remainder of the Agreement without expense or liability to Seller.

Lead times for procurement of raw material, manufacturing and delivery vary with many factors. If Buyer has a critical time frame, it is Buyer's responsibility to place the order as early as possible. Buyer agrees that Seller shall not be responsible for any costs, expenses or liquidated damages for delays caused by Seller's late performance. Seller shall under no circumstances be liable for consequential damages claimed by or against Buyer, whether arising by virtue of breach of any terms or conditions hereof, by virtue of negligent acts or omissions of Seller, its employees/agents or under any other theory of law. Due to the specialized nature of Seller's business, all items including, but not limited to, sheeting, component parts and accessories are non-returnable.

Prices do not include freight charges (unless otherwise stated on the face hereof), transportation taxes, sales, use and excise or similar taxes, brokerage fees and/or duties. All such charges and taxes will be promptly paid by Buyer upon demand by Seller and Buyer agrees to indemnify and hold Seller harmless from and against all liability for such taxes or other similar charges. Buyer may cancel an order by giving written notice to Seller. In such event, Buyer agrees to pay Seller upon demand for all costs and damages incurred by Seller in preparing to perform the order and in performing the order prior to receipt by Seller of such written notice, including but not limited to material cost and Seller's fabrication and overhead expenses.

Buyer and Seller agree that this Agreement, any other agreement or contract between Buyer and Seller and all other aspects of dealings between Buyer and Seller shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and venue and jurisdiction for any action at law, suit in equity or other proceeding in respect thereto shall be brought and maintained in the state courts situated in Mercer County, Pennsylvania and/or federal courts located in the Western District of Pennsylvania. This Agreement shall not be assigned in whole or in part by Buyer without the prior written consent of Seller and any attempted assignment without Seller's consent shall be null and void.

Waiver by Seller or Buyer of any provision or of the breach of any provision shall not be construed as a waiver of any other provision or of any other breach of that provision or of any other provision. The invalidity of any provision shall not affect the validity of remaining provisions or of the contract as a whole. Buyer's acceptance of product sold hereunder and under future orders with Seller shall constitute Buyer's assent to these terms and conditions. These terms and conditions are incorporated into and shall become a part of the business relationship between Buyer and Seller and shall be binding on both parties as if set forth in their entirety in each and every contract between Buyer and Seller. Any clause required to be included in a document of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. If any provision hereof is held to be unenforceable, void, invalid in law or otherwise, then such provision shall be stricken herefrom and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

All orders, shipments and deliveries are subject to the approval of Seller's Credit Department. Seller's Credit Agreement is incorporated herein by reference and forms a part of this order. Seller may suspend performance, cancel the contract at Buyer's expense for damages incurred by Seller due to the cancellation or require prepayment if Seller, in its sole opinion, deems its material or services to be at risk or if financial conditions or actions of Buyer and/or Buyer's customer do not justify performance on the terms specified. Certain single purpose items, including without limitation, special orders or engineering services, may require prepayment. Deposits on orders where engineering is required are non-refundable. If payment is by credit card, in consideration of Seller accepting Buyer's order, Buyer waives any and all rights to charge back the balance authorized for the goods sold, and further agrees to pay for all fees, charges or costs incurred by Seller by reason of a denial of Buyer's charge account or credit privileges resulting from non-payment of the balance charged.

Buyer understands and agrees that day/time of shipping cannot be guaranteed due to variables involved with over the road deliveries. Any charges that Buyer, its customer or any other party may incur or experience for crane service, labor or other charge is strictly that party's responsibility. Seller shall not be responsible for any cost, including but not limited to, labor, equipment cost, liquidated damages and/or backcharges incurred in connection therewith and Buyer agrees to indemnify and hold Seller harmless for such charges. Seller can estimate LTL delivery day based on schedules provided by the LTL carrier. Buyer shall be responsible for contacting the LTL carrier on actual delivery status as time frame may vary with weather, truck problems or unforeseen delays.

Buyer agrees that its "required by" or "delivery dates" are not binding on Seller and are for information purposes only. Projected delivery dates are not guaranteed and are estimates only of time required to complete the work after receipt of complete information including but not limited to, approved detail drawings, credit approval, procurement of raw materials from suppliers and production schedules. Failure of Seller to complete drawings, manufacture and/or ship material within estimated time frames shall not constitute a breach hereof, warrant cancellation of the order, backcharges, liquidated damages or any other action by Buyer and Buyer hereby agrees to hold Seller harmless in connection therewith.

Buyer is responsible for the careful and complete verification of all dimensions and quantities and shall advise Seller in writing of any charge prior to material procurement and manufacturing. Approval of drawings by Buyer or Buyer's agent shall relieve Seller from responsibility for errors and omissions thereon. Buyer is responsible for specification compliance. Approval drawings and/or approved material cutlist shall be deemed the correct interpretation of materials to be furnished and will be relied upon by Seller. Buyer shall be responsible for additional material needed or any other situation encountered as a result of deviation from approved drawings and/or approved material cutlist. Any statements on lead time for shop drawings are estimates only and do not form a part of this Agreement. Seller's loading charts and details are basic guidelines that provide general knowledge for the use of our product. Those not skilled in the trade should consult a professional engineer or other qualified person for professional guidance and instructions regarding the products. The selection of sections for your application is subject to approval by your qualified personnel or design professional.

Buyer is responsible for specifically disclosing to Seller in writing prior to its acceptance of this Quotation any requirement for mill certifications, certificates of origin, domestic materials and/or manufacturing, special engineering, certifications, association memberships, tests or anything else pertinent to the order. Prices quoted may or may not include such items and may result in an increase in price. Seller shall have no responsibility or liability for labor costs, liquidated damages or any other claims or expenses resulting from Buyer's failure to do so and Buyer agrees to indemnify, defend and hold Seller harmless in connection therewith. Buyer agrees that these requirements are to be specifically set forth in writing on Buyer's letterhead and signed by an authorized representative of Buyer and that blanket submission of specifications or other contract documents will not be accepted as notification of these requirements.

Warranties are product specific and shall be requested in writing by Buyer prior to acceptance of this Quotation. UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR BY SELLER IN WRITING, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER.

Seller's liability and Buyer's exclusive remedy for claims arising from defective or nonconforming goods shall be limited to replacement thereof or refund of a portion of the purchase price therefor, at Seller's option. SELLER SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING GOODS OR FROM DELAY IN DELIVERING GOODS OR FOR ANY OTHER INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES. SELLER'S TOTAL LIABILITY, WHETHER ARISING FROM OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, INCLUDING SELLER'S NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR ANY OTHER CAUSE OR BASIS WHATSOEVER, IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE GOODS INVOLVED.

Buyer certifies and agrees that material will be handled, installed and erected by competent and skilled workers in the trade and Buyer will indemnify, defend and hold Seller harmless from any damages, claims, injuries resulting from or in any way related to the handling, installation, erection or exposure to Seller's material by other than people who are competent and skilled in the trade. Buyer is responsible to ensure that all material and equipment are used and handled by Buyer, Buyer's employees, agents, subcontractors, erectors and others in accordance with all government safety/health regulations.

Buyer agrees to pay storage/handling charges for goods left at Seller's plant after notification to Buyer that goods are available to ship or for specifically ordered material with respect to which Buyer request a delay in processing. If not shipped or processed within 14 days of notification to Buyer, goods will be invoiced and shall be paid by Buyer within our standard payment terms (Net 30). Storage/handling charges shall begin to accrue upon the invoicing of goods and shall be paid within 30 days of invoice date.