



PARTS REPLACEMENT QUOTE

DATE: 04/28/2021
FOR: CITY OF AURORA
ATTN: LANCE ELEY
FROM: LAVAR PARISH

EMAIL: LELEY@AURORAMO.GOV
SUBJECT: Quote #:86-545 AURORA, MO
QUOTE NO: Q21000384
Replacement Parts

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivery of the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution, publication, or copying of this message is strictly prohibited. If you have received this message in error, please notify Lakeside immediately by phone at 630-837-5640 and return the message by U.S. Mail.

Dear : LANCE ELEY

We are pleased to quote the following replacement parts for your Equipment(s). Your current costs are as follows:

Equipment No : 1) 3 - 38' Dual Magna Rotors/75 HP	86-545-01	
440 MAGNA ROTOR BLADE w/ FASTENERS	D45971C-P001	\$14,520.00
40 MAGNA ROTOR BLADE w/ FASTENERS	D32285C-P001	\$1,320.00

Please be advised that this quotation will be honored for 30 days.

The above prices are F.O.B. factory with freight allowed to the job site. Terms of payment are net 30 days from date of shipment and the Conditions of Sales are in accordance with GIL-108, copy attached

NOTE: Lakeside will accept payment by Credit Card. A 3% Service Charge will be added to the invoice upon shipment

Shipment would be 1-2 WEEKS after receiving an order subject to the shop's backlog at the time of the order.

In an effort to become more efficient Lakeside would prefer to invoice clients by email whenever possible. When ordering if you could verify the email address you wish to have the invoice sent to it would be appreciated. We will Still be glad to mail the invoice if you wish

We thank you for this opportunity to quote and are looking forward to being of service to you

Very truly yours,

LAVAR PARISH
E-Mail:lp@lakeside-equipment.com
CC :Ray Lindsey Company (BELTON,MO)

CONDITIONS OF SALE
(REPLACEMENT PARTS)

THIS QUOTATION IS SUBJECT TO THE FOLLOWING CONDITIONS OF SALE:

You are hereby notified that unless we receive notice (as a part of your purchase order, or in a separate writing, if acceptance is oral) of your rejection of any of these conditions, these conditions shall become a part of the agreement between us. Acceptance is good only when received by us at our offices in Bartlett, Illinois.

ACCEPTANCE: This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from the date of the attached written proposal. The order will be subject to written acceptance by our company's executive office.

TERMS: Net due thirty (30) days after date of shipment. Any balance remaining due thirty-one (31) days beyond the shipment date will be subject to a monthly service fee of one and one-half percent (1.5%) per month on the unpaid balance until paid. Should we have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse us for all collection costs including reasonable attorney fees.

CONTRACT: We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and your company's authorized officer, and attached hereto. All terms herein employed shall have the same definition as set forth in the Uniform Commercial Code in effect in the State of Illinois, under the Illinois Revised Statutes, Chapter 26, Paragraphs 1-101 et. seq., on the date of execution of this agreement. This agreement is divisible: Any claim or rejection by the Buyer as to one part of the order shall not alter the obligations of the Buyer as to any other part or parts delivered under this agreement. If any clause of this agreement is held unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element, and as so modified the clause shall be binding on the parties and the remaining provisions of the agreement shall not be affected by the modification of any unconscionable clause.

TAXES & OTHER CHARGES: Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt, you will need to provide us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf.

INSPECTION, CLAIMS AND ACCEPTANCE OF GOODS: Buyer shall immediately inspect the equipment upon receipt thereof. Claims for errors of shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment, and shall be in writing. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of the equipment. Failure to make such inspection shall be a waiver of the right to make such an inspection prior to payment for the goods, shall be a waiver of any defect which inspection would have revealed, and shall prevent Buyer from subsequently rejecting or revoking acceptance of the goods for any reason. Modifications to *Lakeside's* equipment done by others to meet *OSHA* or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the attached written proposal. (See also WARRANTY, below.)

TITLE OF GOODS AND SECURITY INTEREST: Until all amounts due hereunder have been paid in full, title shall not pass from Seller to Buyer, and Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

CANCELLATION: Cancellation or suspension of this contract will be accepted only upon terms that will indemnify *Lakeside Equipment Corporation* against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for the reasonable and proper cancellation charges accrued by Seller.

TRANSPORTATION EXPENSE: Unless otherwise noted, the price as shown in this agreement (pursuant to the attached written proposal) includes freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense.

RISK OF LOSS: You shall bear the risk of loss resulting from any and all damage or injury to the shipment from and after delivery to the carrier at point of shipment.

CHANGES & DELAYS-COST: If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto. We also shall not be liable for delay in delivery caused by any reason beyond our control,

including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or supply difficulties, or intervention by any governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

PATENTS: We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use of the equipment sold to you under this contract; provided however, that:

- A. Such charge relates exclusively to something which we designed or selected, and
- B. Such charge does not arise as a result of any modification of the equipment by you, or the combination thereof by you with equipment furnished by others, and
- C. We are notified in writing immediately upon receipt of such charge, and
- D. We are given absolute control of the defense and the right to defend or settle such charge, and
- E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

LIABILITY: It is expressly understood and agreed herein that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts as are required under WARRANTY, below, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

WARRANTY

Lakeside Equipment Corporation ("Lakeside") warrants to Buyer that equipment sold hereunder, of its manufacture, are free from defect in material and workmanship, and are of the kind and quality designated or described herein. This warranty shall be in full force and effect from the time of shipment of such equipment for a period of ninety (90) days from the date of shipment. *Lakeside* will furnish without charge, but will not install, replacements for such parts as it finds to have been defective, and the obligation of *Lakeside* to replace such defective parts shall be the exclusive remedy hereunder. Buyer must give *Lakeside* notice in writing of any alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than thirty (30) days after the warranty period shall be valid.

This warranty shall not apply to:

- A. Any equipment which, in the judgment of *Lakeside*, has been subjected to misuse, neglect or accident;
- B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without *Lakeside's* specific written consent;
- C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in *Lakeside's* Operator's Manual for such equipment.
- D. Modification to the equipment by others to meet or comply with the requirements of any safety code or regulation of any state, municipality or other jurisdiction.
- E. Damage to machine or components due to lack of implementing the Recommendations on Short-term and Long-term Storage of Equipment guidelines.

No allowances will be made for any such alterations or corrective work done without the specific written consent of *Lakeside*. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in *Lakeside's* proposal, is not warranted in any way by *Lakeside*, but carries only that manufacturer's warranty, if any. No representative of *Lakeside* has any authority to waive, alter, vary or add to the terms hereof without prior written approval. There shall be no third party beneficiary to the warranties contained in this agreement.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

ARBITRATION: Any controversy or claim arising out of or relating to this contract, or any modification thereof, shall be settled in Kane County, Illinois, by Arbitration in accordance with the laws of the State of Illinois, and the current Rules of the American Arbitration Association, and the parties consent to jurisdiction of the Circuit Court for the 16th Judicial Circuit, Kane County, State of Illinois, and further consent that any process or notice of motion or other application to such Court or a judge thereof may be served outside the State of Illinois by registered mail or by personal service, provided a reasonable time for appearance is allowed. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof, which shall include the county of arbitration.

CONFIDENTIAL INFORMATION: All information and data herein furnished to Buyer, relating to price, size, type and design is submitted with the understanding that it is for Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.