



**A.W. CHESTERTON COMPANY**  
**WORLDWIDE HEADQUARTERS**  
**500 UNICORN PARK DRIVE**  
**WOBURN, MA. 01801**  
PHONE (781) 438-7000 FAX (781) 481-2500  
INTERNET:<http://www.chesterton.com>

Local Service Center  
CHESTERTON SOUTH LOUISIANA  
11999 INDUSTRIplex BLVD.  
BATON ROUGE, LA. 70809

Fax (225) 751-7444  
Tel (225) 751-5040

## QUOTATION

### CUSTOMER

PARISH OF JEFFERSON  
P O BOX 9  
GRETNA, LA 70054

Page 1 of 1

QUOTATION DATE	QUOTATION VALID THRU
04/13/15	05/13/15
QUOTE DATE	QUOTATION NO.
04/13/15	Q001098914-1
CUSTOMER DATE	CUSTOMER NO.
	043465
SALESPERSON	
Pellegrin, Jared	

### DELIVERY ADDRESS

PARISH OF JEFFERSON  
EAST BANK WATER PLANT  
3600 JEFFERSON HWY BLD D

JEFFERSON, LA 70121

**PAYER NO.:** 043465

**PAYER:** PARISH OF JEFFERSON

**QUOTATION RECIPIENT:** 043465

**QUOTATION RECIPIENT NO.:** PARISH OF JEFFERSON

OUR REFERENCE		YOUR REFERENCE		SHIP VIA	
Gremillion, Tara				UPS GROUND	
DELIVERY TERMS/NAMED PLACE		FREIGHT TERMS		PAYMENT TERM	
CPT		Prepay & Add		Net 30 Days	

Line NO.	ITEM DESCRIPTION	QUANTITY	U/M	DELIVERY DATE	SALES PRICE	U/M	AMOUNT
1	2089297 442C 2.125 SA RSC/RSC S EP	1.00	EA	04/13/15	2,313.0000	EA	2,313.00

\*\*SHIP DATE IS 10-12 DAYS FROM THE TIME OF ORDER\*\* GROUND SHIPPING IS 5-7 DAYS FROM THE DELIVERY

Goods Value in USD 2,313.00

**NO PRODUCT MAY BE RETURNED TO US FOR CREDIT  
EXCEPT UPON WRITTEN AUTHORITY.**

ALL MERCHANDISE PRODUCED BY US IN ACCORDANCE WITH  
U.S. FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED

## TERMS AND CONDITIONS OF SALE

ANY OFFER OF SALE HEREIN IS EXPRESSLY CONDITIONED OF APPROVAL OF SUCH OFFER BY SELLER'S CUSTOMER SERVICE DEPARTMENT AND BUYER'S ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS, WHICH CANNOT BE ALTERED OR AMENDED WITHOUT SELLER'S EXPRESS WRITTEN CONSENT. THE MERE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY BUYER IN ANY PURCHASE ORDER OR ANY OTHER DOCUMENTS SHALL NOT BE EFFECTIVE OR BINDING UPON SELLER AND ANY ACT BY SELLER IN MANUFACTURING OR DELIVERING ANY GOODS/ITEMS FOR OR TO BUYER SHALL NOT CONSTITUTE AN ACCEPTANCE OF ADDITIONAL OR DIFFERENT TERMS IN BUYER'S PURCHASE ORDER OR ANY OTHER DOCUMENT.

1. Prices. Seller's prices specified in this Quotation are subject to the following:
  - (a) Unless otherwise stated in writing by Seller, regardless of destination, prices quoted are in U.S. dollars and are based on packing of domestic shipment. Packing for international shipment may result in additional charges.
  - (b) Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of transportation from the F. O. B. point, insurance, taxes (including without limitation any sales, use or similar tax, and any tax levied on or assessed to Seller after delivery by reason of Seller's security interest in the goods/items), license fees, customs fees, duties and other charges related thereto.
  - (c) Typographical and clerical errors are subject to corrections.
  - (d) Prices are for the goods/items specified only and do not include technical data or proprietary rights of any kind.
2. Terms of Payment. Unless otherwise expressly stated by Seller in writing, terms are net cash 30 days from date of invoice. Past due balances will be subject to a service charge of 1-1/2% per month (18% per annum), but not more than the amounts allowed by applicable laws.
3. Delivery. Seller shall select the means of transportation and routing except where Seller agrees in writing to follow Buyer's instructions. Unless notified to the contrary by Buyer, Seller shall insure the full value of the goods or declare full value thereof to the transportation company at the time of delivery and all such freight and insurance costs shall be for Buyer's account. All shipments are F. O. B. Seller's factory at which the goods are manufactured. Risk of damage or loss is Buyer's responsibility after delivery by Seller to a carrier for shipment. Estimates of shipping dates are approximate, representing Seller's best judgment when made. Seller shall make all reasonable efforts to meet dates indicated for delivery or other performance, but Seller shall not be liable for any delays in shipping or in the time in which shipments reach Buyer.
4. Acceptance of Goods. Samples and finished goods shall be deemed approved and accepted by Buyer if written notice of rejection is not received by Seller within 10 days after date of delivery. Before any rejected goods are returned to Seller, Seller's prior written authorization and Seller's instructions regarding how and where goods should be returned must be obtained. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, ACCEPTANCE OF ANY GOODS/ITEMS FURNISHED HEREUNDER SHALL BE DEEMED TO BE ASSENT TO AND ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED HEREIN.
5. Security Interest. Seller reserves and Buyer grants a purchase money security interest in all goods/items which are the subject of this Quotation or any contract of sales entered into pursuant hereto (and proceeds thereof) as security for the payment by Buyer of the full purchase price for such goods/items. Buyer agrees to execute such documents as Seller requests to perfect its security interest.
6. Cancellation. Buyer shall have no right to cancel all or any portion of its order unless it pays Seller for all costs already incurred by Seller, including the price of any goods/items or service required to fill the order already committed to by Seller, and a reasonable allowance for overhead and profit.
7. Assignment. This Quotation is issued only to the Buyer named on the face hereof. Any assignment by Buyer of this Quotation or any contract entered into pursuant hereto is void without the prior written consent of Seller.
8. Force Majeure. Seller shall not be liable for lost or damage of any kind resulting from delay or inability to deliver on account of acts of God, fire, labor troubles, accidents, acts of civil or military authorities, fuel, labor or materials shortages, or any other conditions beyond Seller's control. Performance shall be deemed suspended during and extended for such time as any such circumstances or cause delay its completion.
9. Severability. Any provision herein which is prohibited by the laws of any state or other jurisdiction applicable hereto shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of the contract between parties.
10. Survival. The following provisions of this Quotation shall survive any termination of any contract of sale entered into pursuant hereto: paragraphs 5, 11, 12, and all other provisions, rights and obligations that by their sense and context are intended to survive until performance thereof.
11. Governing Law /Forum Selection. This Quotation shall be construed, and the rights and obligations of the parties shall be determined by and, in accordance with the laws of the Commonwealth of Massachusetts. Any disputes arising out of or in connection with this Quotation shall be adjudicated only in and before the courts of the Commonwealth of Massachusetts.
12. Warranty. A.W. Chesterton Company warrants, for a period of one year from date of installation/first use or eighteen months from the original date of shipment, whichever occurs first, that its products that are the subject of this Quotation will be delivered free from defects in design, material and workmanship.  
THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY CHESTERTON, EXPRESSED OR IMPLIED; TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESS EXCLUDED.

If the Buyer notifies Chesterton of a potentially defective product within the warranty period above, and that product is determined by Chesterton to be defective, Chesterton will at its option either repair, replace or refund the purchase price of the product.

THE ABOVE REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR ANY BREACH OF THE ABOVE WARRANTY. CHESTERTON SHALL NOT BE LIABLE TO THE BUYER FOR ANY OTHER COST, LOSSES, EXPENSES, DAMAGES OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS OR LOSS OF PROFIT.

13. Quotation Effectiveness. This quotation shall remain effective and valid for thirty (30) days from date.
14. This Quotation is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof.