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QUOTATION

TO: Link Mueller	FROM: Mark E. Labac, P.E., LEED AP
COMPANY: City of Fort Collins	DATE: 2/1/2014
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER: 3
PROJECT: DWRF Fan Impeller Replacement	ENGINEER:

NOTES/COMMENTS:

Edge Mechanical Systems is pleased to provide the enclosed proposal of equipment and services for your consideration on this project.

ITEM A: FOUR (4) MK PLASTICS REPLACEMENT IMPELLERS

Tag	Description	Model No.
OCF-741, 743	304 Stainless Steel Impeller – Class 2	DHK 2450
OCF-141, 142	304 Stainless Steel Impeller – Class 3	DHK 3300

- Replacement impellers for MKP J-15850.
- Includes freight to job site.
- Excludes rigging, receiving, installation, startup and field balancing.

Production time: 6-8 weeks after receipt of approved submittals

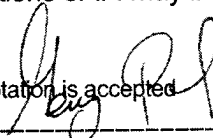
Payment Terms for this Quotation:

15% with Approved Submittal; 85% as materials are shipped - Net 30 DAYS. 1.5% PER MONTH FINANCE CHARGE ON PAST DUE BALANCES.

TOTAL ABOVE ITEMS "A" NET PRICE
(Excludes Sales Tax) \$30,725.00
(Freight allowed, F.O.B. factory)

Any item not specifically listed and detailed above is hereby excluded from this quotation. This quote is valid for 30 days. Attached Edge Mechanical Terms and Conditions of Sale apply. Standard manufacturers warranty applies.

Please review for accuracy and call if you have any questions or if I may be of further assistance.
Regards,
Edge Mechanical Systems, Inc.

This quotation is accepted
BY  _____
Title Director of Purchasing
Company City of Fort Collins
Purchase Order _____

Mark E. Labac, P.E., LEED AP
President

EDGE MECHANICAL SYSTEMS, INC.

TERMS AND CONDITIONS OF SALE

1. **OFFER AND ACCEPTANCE:** Edge Mechanical Systems, Inc. (EDGE) is a manufacturer's agent representing the various suppliers quoted in this proposal. Acceptance of this proposal by the Buyer is deemed to be in acceptance of the terms and conditions set forth by EDGE and the various suppliers represented herein.
2. **PRICES:** Quotations are valid for acceptance for thirty (30) days of the date of quotation. Prices are based upon our standard packaging for domestic shipment, unless otherwise specified.
3. **TAXES:** Sales, use, occupational, excise, duty or other tax applicable are NOT included in this quotation. Taxes will be invoiced as a separate line item and paid accordingly by the Buyer. Buyer shall furnish a "Tax Exemptions Certificate" if the order is for resale.
4. **DELIVERY:** Supplier shipment dates are an approximation and shall not be binding on EDGE or its suppliers. Shipment shall be F.O.B. Factory with title passing to the Buyer upon delivery to the carrier by EDGE or its suppliers. Delivery quoted is contingent upon strikes, riots, fire, floods, lack of transportation, accidents, governmental action and any other causes beyond our control.
5. **WARRANTY:** Product warranty against defects in material and workmanship are under provisions of the manufacturers' standard warranty. Each manufacturer's warranty policy is available upon request.
6. **CREDIT:** This quotation is offered prior to the Buyer establishing credit accommodations with EDGE or its suppliers. EDGE may, at any time, alter or suspend credit, refuse shipment or cancel unfilled orders, when, in our opinion, the financial condition of the Buyer or status of the Buyer's account warrants such action. If credit is refused, 10% cash down is required for submittal preparation and payment is required in full prior to the equipment being released for production.
7. **CANCELLATION:** Any order accepted by EDGE cannot be countermanded, revised or cancelled without our written consent, and upon such terms as will indemnify EDGE or its suppliers against loss. EDGE reserves the right to collect cancellation charges including, but not limited to all costs, expenses and reasonable overhead and profit.
8. **CLAIMS:** The responsibility of EDGE and its suppliers ceases upon delivery of goods in good order to the carrier. Claims for factory shortages will not be considered unless made in writing to EDGE within ten (10) days after receipt of the goods and accompanied by reference to EDGE or its supplier's bill of lading and factory order numbers. As all goods are shipped at the Buyer's risk, damage must be so noted on signed delivery receipt and any claims for damage or shortage in transit must be filed by the Buyer against the transportation company.
9. **SPECIFICATION CHANGES:** Equipment and materials offered are as specified. When changes or revisions are accepted by EDGE or its suppliers, such changes may necessitate price revision which the Buyer agrees to accept.
10. **PAYMENT TERMS:** Payment terms are "Net 30 days," due from date of shipment of product.
11. **LIMITATION OF LIABILITY:** EDGE and its suppliers shall not in any event be liable for loss, damage or expense directly or indirectly arising from the use of said products nor from any other cause, nor for penalties, nor for indirect, special, consequential, incidental or liquidated damages and neither EDGE nor its suppliers shall incur any liability whatsoever until full payment for products has been received. In no event shall EDGE's liability for direct or compensatory damages exceed the payments received by EDGE from the Buyer under the Purchase Order.

M.K. Plastics

CONDITIONS OF SALE

1. Prices quoted are current, prices prevailing at time of shipment will apply. Material in stock is offered subject to prior sale. All Sales Contracts arising out of this quotation shall be subject to our regular conditions shown on this side.
2. All deliveries quoted are based on availability of material and labour at the time of quotation and subject to changes. Deliveries are contingent upon strikes, accidents, fires and other causes and we shall not be liable for any loss or damage caused by delays beyond the control of the company.
3. Goods invoiced up to and including the last day of the calendar month, shall be paid for not later than the last business day of the following month. The Company reserves the right to charge interest at commercial rates on any overdue account.
4. Any order accepted by us cannot be countermanded, revised or cancelled without our written consent and upon such terms as will indemnify us against any loss. The word "loss" as used herein shall include, but not be limited to, cost of materials, special machinery, tools, jigs and fixtures built or purchased for the contract and all parts in process, fabricated in whole or in part by previous customer authorization.
5. No contract arising from the acceptance of this quotation shall be valid and binding until approved by the company, such contract shall be governed by and interpreted in accordance with the laws of the Province of Quebec.
6. All memoranda, drawings and information furnished by the company shall remain its property and shall be considered business or trade secrets received in trust and confidence for the sole purpose of assisting the buyer.
7. Orders to customer's drawings or descriptions are filled with the understanding that the customer assumes the obligation to protect M.K. Plastics Corp. from any action for infringements of patents.
8. No modification of the above conditions of Sale shall be effected by our receipt or acknowledgment of a purchase order containing additional or different conditions.

LIMITATION OF WARRANTY AND LIABILITY

We will not be responsible for damage to equipment or materials through improper installation, storage, improper servicing, or through attempts to operate it in excess of its rated capacity or recommended use, intentional or otherwise. We will not be responsible for consequential damage.

Based on the fact that M.K. Plastics Corp. has no direct control over the actual handling and use of its products in the field, M.K. Plastics Corp. does not assume any liability for any loss to the customer or any personnel or any physical damages that are claimed by anyone due to a failure or cause attributed to the use of its products. In no event shall M.K. Plastics Corp. be responsible for consequential damages of any such defective material or workmanship, including but not limited to the buyer's loss of material or profit, increase expense of operation, downtime or reconstruction of the work and in no event shall M.K. Plastics Corp.'s obligation under this warranty exceed the original contract price of the defective item.

M.K. Plastics Corp. warrants its equipment, products and parts, to be free from defects in workmanship and material under normal use and service for one (1) year after delivery to the first user. Our obligation under this warranty being limited to repairing or replacing, at our option, without cost at our factory any part, or parts which shall, within such warranty period, be returned to us with transportation charges prepaid, and which our examination shall disclose to our satisfaction to have been defective.

M.K. Plastics Corp. will not be responsible for the cost of removal of a defective product or parts or the installation of a replaced product or parts, or for costs due for its removal, crating or shipping.

On account of variables including but not limited to, vibration, system noise characteristics, motor overloading or change in voltage condition, the specifics of customer application of equipment or other system conditions, M.K. Plastics does not expressly warrant its equipment for any specific purpose.

The customer and its agents are responsible for the selection and application of M.K. Plastics products, including their fitness for the purpose and performance intended. Consequently, the customer on behalf of its agents assumes all liability related to the use/misuse, application and selection of the M.K. Plastics Products.