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QUOTE NO. 18-0101 - BL

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TO: Webb County Water Utility
 Rio Bravo – WTP
 ATTN: MR. Tomas Sanchez

PROJECT ID: Ultra Sonic Flow Meter
 BID DATE: N/A
 DATE: 10/15/18
 QUOTED BY: B. LUEDECKE
 EFFECTIVE DATE: 60 DAYS
 FOB POINT: FACTORY
 FREIGHT: PREPAY/ADD TO INVOICE
 TERMS: NET 30 DAYS

ITEM:	QTY:	DESCRIPTION:	PRICE:
		Ultra Sonic Flow Meter	
1	1	Flexim Strap-On Ultrasonic Flow Meter, Model: Flexus ADM 5107 110 VAC Power Supply, User Manual, Set of Ultrasonic Transducers M5L7 Tension Mounting Strap, 10 m, Clasp for Tension Mounting Strap Transducers shoes for M5L7	
2	1	FIELD SERVICES TO INSTALL NEW UNIT. INCLUDES PROGRAMMING & START-UP	
3	1	SHIPPING & HANDLING CHARGES	

Grand Total:	\$ 6,438.00
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QUOTATION TERMS & CONDITIONS

TERMS: ALL OPEN ACCOUNTS WHICH ARE PAST DUE WILL BE CHARGED 1-1/2% OF THE PAST DUE BALANCE PER MONTH (18% PER ANNUM).
ORDERS ENTERED ON THIS QUOTATION NUMBER MUST CONFORM TO THE PRICE, TERMS AND CONDITIONS SHOWN AND REFER TO THE QUOTATION NUMBER. MATERIALS OFFERED ARE BASED ON OUR BEST UNDERSTANDING OF YOUR SPECIFICATIONS AND SUBJECT TO THE CONDITIONS PRINTED BELOW.

QUOTATION IS BASED ON CURRENT LABOR AND MATERIAL COSTS AND IS SUBJECT TO CURRENT PRICING POLICIES OF THE MANUFACTURER.
ALL ORDERS PLACED FOR ITEMS INCLUDED IN THIS QUOTATION ARE SUBJECT TO FINAL ACCEPTANCE BY THE MANUFACTURER. PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED THESE CONDITIONS UPON (1) PLACING AN ORDER OR (2) MANUFACTURER BEGINNING PRODUCTION FOR THE MATERIALS COVERED BY THIS QUOTATION.
QUOTATION WILL REMAIN IN EFFECT FOR THE SPECIFIED TIME, AND AFTER THIS EXPIRATION DATE, ALL PRICING AND DISCOUNTS QUOTED ARE SUBJECT TO CHANGE WITHOUT NOTICE.
DELIVERY ASSURANCE AS QUOTED HEREIN IS NOT GUARANTEED AND IS BASED ON FACTORY'S MATERIAL SUPPLIERS' ABILITIES TO MAINTAIN SCHEDULES. ALSO DELIVERY IS SUBJECT TO STRIKES, ACCIDENTS, OR OTHER UNAVOIDABLE DELAYS BEYOND THE MANUFACTURERS CONTROL. WE ASSUME NO LIABILITY FOR DELAYS IN SHIPMENT OF MATERIALS AS COVERED BY THIS QUOTATION.

DELIVERY SHALL BE F.O.B. POINT OF MANUFACTURE OF MATERIALS COVERED BY THIS QUOTATION. DELIVERY MATERIALS STATED TO BE "STOCK" AT TIME QUOTATION IS MADE ARE SUBJECT TO AVAILABILITY AND PRIOR SALES.

ORDERS ENTERED FOR PRODUCTION ARE NOT SUBJECT TO CANCELLATION UNLESS BY WRITTEN AGREEMENT WITH THE MANUFACTURER.
MATERIAL HAVING BEEN SHIPPED CANNOT BE RETURNED WITHOUT PRIOR WRITTEN PERMISSION OF THE MANUFACTURER, AND ANY SUCH RETURN SHIPMENTS ARE THEN SUBJECT TO MANUFACTURER'S RETURN STOCK AND RECONDITIONING CHARGES AND PURCHASER SHALL BE RESPONSIBLE FOR ALL ASSOCIATED CHARGES AND COSTS.
UNLESS OTHERWISE INDICATED, ALL PRICES QUOTED DO NOT INCLUDE ANY TAX-ASSESSMENT OR CHARGE UPON THE MANUFACTURER'S PRODUCTION, SALES AND/OR SHIPMENT OF SAID PRODUCTS, NOW OR HEREAFTER IMPOSED BY FEDERAL, STATE, MUNICIPAL, AND/OR OTHER GOVERNMENTAL AUTHORITY. ANY SUCH TAX, OR CHARGE AFORESAID WILL BE CHARGED TO THE PURCHASER'S ACCOUNT IN ACCORDANCE WITH THE STATUTORY OR OTHER REQUIREMENTS RELATING THERETO.
ALL NEW PRODUCTS HAVE LIMITED WARRANTIES IN ACCORDANCE WITH THE MANUFACTURER'S GUARANTEES, WARRANTIES, OR POLICIES.

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ANY REPLACEMENT OF DEFECTIVE MATERIAL, OR MATERIALS, WILL BE MADE IN ACCORDANCE WITH SUCH GUARANTEE OR WARRANTY POLICIES BUT, IN ANY CASE, RESPONSIBILITY ENDS WITH THE REPLACEMENT OF THE DEFECTIVE PART, OR PARTS AND NO RESPONSIBILITY WILL BE ASSUMED FOR UNAUTHORIZED REPAIR OR REPLACEMENT OF SAID PRODUCT. ALSO NO LIABILITY, NOR ANY EXPENSE WILL BE INCURRED DUE TO FAILURE OF SAID PRODUCT EXCEPTING REPLACEMENT OF THE DEFECTIVE PART, OR PARTS, BY THE MANUFACTURER, ANY SUCH RETURN SHIPMENTS ARE THEN SUBJECT TO MANUFACTURER'S POLICIES AND PARAGRAPH 7 HEREOF.

IF SHOULD THE PURCHASER OR ITS CUSTOMER REVISE OPERATING OR INSTALLATION SPECIFICATIONS, AFTER THIS QUOTATION IS MADE, TO OTHER THAN THOSE ORIGINALLY SPECIFIED, MANUFACTURER RESERVES THE RIGHT TO REVISE, OR WITHDRAW, THIS QUOTATION, AND TO SUBMIT PRICES FOR THE MATERIALS WHICH WILL BE RECOMMENDED TO MEET THE REVISED SPECIFICATION.

IF COMMERCIAL, OR SPECIAL EXPORT CRATING, OR SPECIAL BOXING OR CRATING FOR DOMESTIC SHIPMENT, WILL BE ADDED TO REGULARLY QUOTED PRICES, UNLESS OTHER INDICATED IN THIS QUOTATION. IF EXTRA OR SPECIAL CHARGES IMPOSED BY THE MANUFACTURER, AND NOT COVERED BY THIS QUOTATION, ARE TO BE COVERED BY SUPPLEMENTAL QUOTATIONS IN ACCORDANCE WITH PARAGRAPH 2 HEREOF, OR SUCH EXTRA PRICES, WHEN NOT COVERED BY A FORMAL WRITTEN QUOTATION, TO BE ACCEPTED BY WRITTEN CONSENT OF PURCHASER. IF ALL ORDERS ACCEPTED BY MANUFACTURER AS A RESULT OF THIS QUOTATION ARE TO INCORPORATE OUR PRICE TERMS & CONDITIONS AS A PART OF THE ORDER BY REFERENCE TO OUR QUOTATION NUMBER. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL DISPUTES THAT ARISE FROM THIS QUOTATION AND/OR ANY RESULTANT ORDERS ARE TO BE LITIGATED IN HARRIS COUNTY, TEXAS USA. IF ORDERS ENTERED TO US FOR PRODUCTS OR MATERIALS FOR CONSTRUCTION UNDER THE TERMS OF MILLER, MCGREGOR OR HARDEMAN BONDING ACTS, ARE TO BE BOUND WITH 100% PAYMENT AND PERFORMANCE BONDS UNLESS SPECIFICALLY WAIVED IN WRITING BY MANUFACTURER.

SIGNED BY: _____ DATE: _____