



QUOTE

Number AAAQ3016

Date Nov 29, 2023

THE LUCK COMPANY

Your Single Source for Commercial Furniture

6106 WISTER LANE HOUSTON, TX 77008,

T. (713) 527-0708 F. (713) 634-2664

Name/Address
City of Texas City 1801 9th Ave. N. Texas City, TX 77590

Terms
Due upon receipt

Description	Qty	Cost	Total
OFS Omnia Contract #R191813			
Administration office: 1 - U group consisting of 1 - 72" single ped credenza, 1 - 48" bridge, 1 - 72" single ped desk, - 72" hutch with tackboard and task light. 1 - 96" single ped desk with a single ped 42" return. 1- 36" round conference table with X base. All standard laminate: Char	1	\$7,060.20	\$7,060.20
Mail Room: 1 - 72"x 24"x42" table - in Char laminate.	1	\$2,394.84	\$2,394.84
Offices 1, 2 and 3: 2 L groups consisting of 1 - 36" corner unit, 1 - 48" single ped return, and 1 - 42" single ped return. All in standard laminate: Char	3	\$4,134.48	\$12,403.44
Office 4: 2 - L groups 1 - 36" corner unit with a 48" single ped return, and a 42" single ped return 1 - 36" corner unit, and 1 - 30" single ped return, and 1 - single ped 60" return. All in standard laminate: Char	1	\$5,034.54	\$5,034.54
Office 5: 2 L groups consisting of the following: 1 - 36" corner unit, 1- 48" single ped return, and 1 - 36" single ped return. All in standard laminate: Char	1	\$4,700.64	\$4,700.64

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Description	Qty	Cost	Total
Conference Room: 8' racetrack table in Char laminate	1	\$4,518.78	\$4,518.78
Areas C4 and C5: 2 L group cubbies (see attached rendering) in Char Laminate	2	\$2,657.76	\$5,315.52
Areas C1, C2 and C3: L group in cubbies (see attached rendering). Standard laminate: Char	3	\$2,610.30	\$7,830.90
Kitchen area: 1 - 30" square table with cylinder base 2 - poly/poly stack chairs Standard finishes: Laminate: Char, Stainless base Poly: Black	1	\$821.94	\$821.94
Reception area: 2 - Elani guest chairs in grade 4 upholstery. Maharam/Manner/Passerine Standard veneer finish on the legs: Burnished 1 - Beck occasional table: 22" round. Standard veneer finish: Burnished	1	\$3,622.92	\$3,622.92
Genus task chair with black elastomer back, height and width adjustable arms, seat slider, lumbar support, weight balance mech, grade 2 upholstery on the seat: Spradling/Modena/Black.	22	\$574.14	\$12,631.08
Revel conference chair in grade 4 upholstery: Maharam/Manner/Passerine Fixed aluminum arms with black cap Polished aluminum base and hard floor casters	12	\$612.36	\$7,348.32
Receive, deliver and install during regular business hours, Mon-Fri, 8-5	1	\$17,586.00	\$17,586.00

NON-RETURNABLE / NON REFUNDABLE SPECIAL ORDER PRODUCT

LEAD TIME AFTER ORDER IS RECEIVED BY TLC 6-8 weeks

QUOTATION EXPIRES: 12/29/2023

DATE: _____

APPROVAL SIGNATURE: _____

SubTotal	\$91,269.12
Tax	\$0.00
Shipping	\$0.00
Total	\$91,269.12

TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale become a part of any sale to buyer, is intended to set forth the scope of seller's responsibilities, and together with seller's Project Form and Installation Disclaimer, constitute the entire agreement between the parties once accepted by The Luck Company, L.L.C. ("TLC"). The foregoing quote is an invitation for a offer from buyer and is not a contract until a) a signed quote is received by TLC in its offices no later than noon of the date the quote expires, b) any required deposit has been received by TLC and c) buyer's offer is accepted in writing by an authorized officer of TLC.
2. Buyer acknowledges that the goods are special order products which are custom made upon order and are generally not manufactured until receipt of the order, and once ordered cannot be canceled.
3. Title and risk of loss or damage to the goods shall pass to buyer upon tender of delivery at buyer's address shown, regardless of when partial or final payment is to be made by buyer, except that a security interest in the goods shall remain in TLC, regardless of mode of attachment to realty or other property, until full payment in cash has been made. Buyer shall execute the necessary documents to perfect TLC's security interest, failing which TLC may perfect such interest on behalf of buyer.
4. Buyer shall have the right to reasonable inspection for completeness and/or shortages of goods after delivery, which inspection must be completed within three (3) calendar days after the date of delivery. Any rejection by buyer as to part or all of the goods supplied by TLC shall be in writing specifically stating the non-conformities thereof, and delivered to TLC within three days after delivery. In such event, TLC shall have a reasonable period of time to correct the non-conformities or to replace the goods. Buyer's failure to make rejection within the time period stated or failure to allow TLC to cure buyer's objections shall be deemed to conclusively establish acceptance by buyer.
5. TLC's quoted delivery dates are estimates only; TLC is relying upon estimates from the manufacturer. In the event of delay in performance due to any cause beyond TLC's reasonable control, the date of delivery or time for completion shall be adjusted to properly reflect the delay.
6. Unless specifically itemized, the price quoted in TLC's quote does not include any federal, state or other taxes that may be applicable to this transaction, the goods, its sale, or any services performed in connection therewith. Such taxes shall be paid by buyer to TLC, unless buyer's tax exemption number is provided.
7. Any warranties on the products sold hereby are those made by the manufacturer of such products. The Luck Company, L.L.C. hereby expressly disclaims all warranties, either express or implied. Accessories or goods furnished by TLC, but manufactured by others, shall carry whatever warranty, if any, the manufacturers have conveyed to TLC and which can be passed on to buyer. TLC shall not be liable for any repairs, replacements, or adjustments to the goods or for any costs of labor performed by buyer without TLC's prior written approval.
8. TLC makes no performance warranty of any kind.
9. TLC MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT THAT OF GOOD TITLE TO THE GOODS, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. BUYER ACKNOWLEDGES IT IS NOT RELYING UPON ANY REPRESENTATION FROM TLC.
10. Buyer shall not have the right to retain, back-charge, or set off against any amounts which may become payable to TLC under this agreement or otherwise.
11. The remedies of buyer set forth herein are exclusive, and the total liability of TLC with respect to this agreement or the goods and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacturer, sale, delivery, installation, repair or technical direction covered by or furnished under this agreement, whether based on contract, warranty, negligence, indemnity, strict liability, statute, or otherwise, shall not exceed the purchase price of the goods.
12. No waiver by TLC of any breach of any part of the agreement with buyer shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition, and in no event shall this provision itself be waived.
13. This contract is not cancelable by either party hereto except (a) upon previously agreed terms reduced to writing or (b) upon occurrence of an event that by law allows cancellation by a party hereto.
14. Buyer agrees to pay eighteen percent (18%) interest on all past due sums, commencing thirty days after delivery of invoice.