

QUOTE: 

DATE: 8/08/22

Schroer Manufacturing Company

SALESPERSON	CUSTOMER
Name: DOUG NIETFIELD	Name: WILLIAMSON CTY REG AN SHELTER

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This Quote is provided solely for Customers' convenience and does not constitute an offer to contract or an order. Likewise, Shor-Line's website, price lists, catalogue and related materials are for informational purposes only and do not constitute an offer to sell or contract.

This Quote is only for the products listed and will remain effective for 30 days from the date hereof. Any other products, materials and services are specifically excluded. All prices in this Quote are F.O.B. Shor-Line's factory and unless otherwise specified are exclusive of freight, duty, installation, delivery charges and any city, state, local or federal tax. Customer would be responsible for any such taxes although sales tax will be collected at the point of sale on shipments to the following states: California, Florida, Georgia, Illinois, Indiana, Kansas, Massachusetts, Missouri, Nevada, New York, Texas, Utah, and Washington.

Customer may submit an order for the goods described in the Quote, but in doing so shall have agreed to purchase the goods in accordance with Shor-Line's TERMS AND CONDITIONS, which can be found at www.shor-line.com/customer-service/billing-terms/terms-and-conditions/. Any such order shall be subject to and effective only upon acceptance and approval at Shor-Line's offices in Kansas City, Kansas as evidenced by Shor-Line's issuance of an Order Acknowledgment or Invoice. The acceptance of all orders and related payment terms require approval by Shor-Line's Credit Department.

Processing of a Customer's order and the manufacture of products will not begin until all signed documents are provided, applicable approvals are obtained, and deposits are received. Additional documentation bearing the Customer's signature will be required for all run products and special or custom products including: (1) Order Acknowledgement, (2) Letter of Approval, and (3) Drawings and/or Blueprints. Once a quote is accepted, it will be converted to an order and approved by Shor-Line, any changes requested by the Customer will require a written Change Order and may result in additional charges and delayed delivery. Cancellation of orders will not be accepted once manufacture of products has begun.

Once an order is accepted and approved by Shor-Line, the anticipated time for completion of a Customer's order can be projected based on then quoted lead times. However, such dates are nonbinding estimates and time shall not be of the essence. Custom orders usually require at least 10-12 weeks for completion after all signed documents, deposits and approvals are obtained by Shor-Line. If shipment of an order is delayed by the Customer more than 2 weeks beyond the estimated completion/ship date, the Customer will be responsible for paying storage fees and 90% of the Customer's balance to Shor-Line.

All LTL shipments are tailgate delivered and Customer is responsible for unloading of the product unless other arrangements are agreed to by Shor-Line in writing. Additional charges will apply for offloading assistance. Customer pickups are subject to handling fees and local taxes. The customer is responsible for inspecting all product for external and concealed damage. The Customer and/or their contractor will be responsible for set up and installation including required fittings, fasteners or mounting materials. This would include complying with any and all state, local and federal plumbing and electrical requirements. Shor-Line can provide contact information for recommended third party installers. Shor-Line does not provide installation.

All products being returned for any reason or delivered for repair service (whether or not pursuant to Shor-Line's Limited Warranty) must receive advance authorization from Shor-Line. Customer must contact Shor-Line's Technical Service Department at 1-800-444-1579 to receive a return authorization. Custom orders cannot be returned. All products returned, except for warranty service pursuant to Shor-Line's Product Satisfaction Policy will be subject to a minimum 15% restocking charge. Customer must return products in original condition. Customer will be responsible for all returning freight charges. Customer must report any damaged (external and or concealed) products on the Bill of Lading and notify Shor-Line of the damage.

Initial: _____

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No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Initial: _____