



L & S Electric, Inc.  
Sturtevant  
10200 Durand Ave  
Sturtevant, WI 53177-0398

## QUOTATION

**TO:** West Allis, City Of  
6300 W. McGeoch Ave  
West Allis, WI  
  
**ATTN:** Jonathan Hintzman  
**CUST NO:**  
**SUBJECT:** MARFU40 Cascade Pump #2 SN  
15991 **PO# WA74625**

**QUOTE NUMBER:** QUO-32217-J6G1P  
**REVISION:** 0  
**DATE:** 4/1/2021  
**LEAD TIME:** 4-5 Weeks ARO  
**PRICES:** Good for 30 days  
**TERMS:** Net 30 Days  
**FREIGHT:** FOB

ITEM	DESCRIPTION	QTY	PRICE EACH
1	Cascade Pump #2, Size 20mf, 880rpm, SN 15991, Impeller AA4-37	1.00000	\$26,751.00

### Work Scope Description

- Measure and record shaft straightness/T.I.R.
- Disassemble, inspect all components.
- Wash & clean all parts.
- Mic & record bearing and seal fits.
- Replace all bronze line shaft bearings.
- Replace bowl shaft.
- Replace bronze tension nut bushing.
- Replace bronze suction bowl bushing.
- Replace discharge bowl bushing.
- Recondition impeller and balance.
- Sand blast suction bowl parts.
- Paint with two-part epoxy.
- Recondition all parts.
- Assemble pump complete.
- Follow our ISO 9001 QMS program for all work completed.

Thank you for the opportunity to quote your requirements. If you have any questions or concerns, please feel free to contact us. L & S Electric, Inc's standard terms and conditions apply.

Sincerely,

L & S Electric, Inc.

**Eli Torres**

*Sturtevant Repair Manager*

p :715.241.3734 / 262.347.6266 | m:262.347.6266

10200 Durand Ave, Sturtevant, WI 53177-0398

Email: ETorres@lselectric.com



L & S Electric, Inc.  
Sturtevant  
10200 Durand Ave  
Sturtevant, WI 53177-0398

#### TERMS AND CONDITIONS

**1. Agreement of Sale:** Any of the terms and provisions of Buyer's order which are inconsistent with the terms and provisions hereof, shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of the materials mentioned and referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this acknowledgment by Buyer, acceptance of the Terms and Conditions hereof by Buyer shall be indicated and in the absence of such notification the sale and shipment by the Seller of the materials covered hereby shall be conclusively deemed to be subject to the Terms and Conditions hereof.

This writing is intended by the Seller and Buyer as a final and exclusive expression of this agreement and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement. No waiver or modification of any of the foregoing or following Terms and Conditions of sale shall be valid unless it is made in writing and signed by both parties. The failure of the Seller to enforce any right possessed under the foregoing or following Terms and Conditions of sale shall not constitute a waiver thereof or establish a custom.

**2. Prices:** Prices are those in effect at time of shipment. In the event of a published increase or reduction in prices by us, the new price will become effective immediately on the unshipped portion of the order unless otherwise stated at the time of the change. In no case, however, will a reduction in price be retroactive to shipments made prior to the date of the price change. Your order will be entered for production promptly upon acceptance by us and will not thereafter be subject to Cancellation nor to Deferment of Deliveries without our written consent, except upon terms which take into proper account the work already done and commitments made by us.

**3. Changes:** Seller shall have the right, without the prior approval of Buyer, to make changes in the product and to substitute equivalent equipment, accessories or material in the product where such changes or substitutions are deemed necessary by Seller to prevent delays in manufacture or delivery or to improve the performance, productibility, stability, control, utility, maintenance or appearance of the product provided that such changes or substitutions shall not adversely affect the price, time of delivery, or performance of the equipment nor significantly affect its design, weight or balance. The cost of such changes shall be borne by Seller.

Either party shall have the right to propose changes in the product to the other party prior to delivery provided that no such change shall be binding on either party until incorporated into a change order to this effect, executed by an authorized representative.

**4. Delivery and Freight:** Delivery shall be made via our truck when at all possible. In the case that the buyer is either out of our delivery territory or the Buyer requires the material prior to our delivery date, material will be shipped via the best common carrier, f.o.b. Wausau, Wisconsin. Risk of loss shall be on the Seller until time of delivery except when delivery is not made via our truck and in that event the Buyer shall be at risk from and after delivery to the carrier and Buyer assumes all responsibility for shortage, loss, delay, or damage in transit upon issuance to Seller by carrier of a clean bill of lading.

**5. Terms of Payment:** Except as may be set forth in a separate quote or other mutually agreed contract document, terms of payment are cash in full within thirty days of invoice date. All orders are subject to the approval of the Seller's Credit Department and the Seller may require full or partial payment in advance. Prorate payments shall become due as shipments are made. If Buyer fails to comply with terms of payment, or with any other terms of the sale, Seller reserves the right to cancel the unfilled portion of any contractor order but Buyer shall remain liable for all unpaid accounts and for any other damages due Seller as a result of Buyer's breach of these terms and conditions.

**6. Title:** The title to and right of possession of the products (or any part or portion thereof) furnished by the Seller shall remain in the Seller and the products shall remain personal property until paid for in full, and the Buyer shall do all acts necessary to perfect and maintain such right and title in the Seller.

**7. Taxes:** The Buyer shall reimburse the Seller for any sales, use, occupation, excise, or similar tax arising out of the sale upon receipt of the Seller's invoice for the amount of the tax. No tax charged in error may be deducted from an invoice without furnishing the Seller with a tax exemption certificate acceptable to the appropriate taxing authorities.

**8. Warranty:** Seller makes no warranty of merchantability or fitness for any particular purpose in respect to the product and there is no warranty express or implied except that the product shall be of the kind and quality described in the Specifications. If the product shall fail to fulfill this warranty within one (1) year of the date of the shipment, the Buyer shall notify the Seller immediately and the Seller will correct the defect by repair or replacement of the defective part, f.o.b. the Seller's factory, when the product has been properly used for the purpose for which sold.

This remedy of replacement or repair is in lieu of all other remedies, and no claim other than a demand for repair or replacement shall be made by the Buyer. Seller shall not be liable for any claims for labor or consequential damages, and the Buyer shall indemnify and protect the Seller against all loss or damage (other than the cost of replacement or repair as aforesaid) resulting from, or arising out of or in connection with the testing, use, operation, replacement or repair of any product or part. Continued use or possession of the product after the expiration of the warranty periods as specified above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of the Buyer, who agrees thereafter to make no further claim on the Seller.

**9. Return of Goods:** No product or part shall be returned to the Seller without written authorization and shipping instructions first obtained from the Seller.

**10. Performance:** Neither Party shall be considered to be in default or in breach of its obligation under any Purchase Order due to any act of God or nature, act of civil or military authority, embargo or other governmental act, regulation, or request, fire, flood, epidemic, pandemic, accident, strike, slowdown, or other labor difficulty, war, riot, or any other delay beyond such party's control that affects the other party's the ability to receive or use the product(s) or service(s). In the event of such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. No term or condition of any Purchase Order will nullify or modify this provision.

**11. Cancellation:** No order may be cancelled by the buyer except upon written notice to the Seller and upon payment to the Seller of all costs incurred by the Seller and arising out of or in connection with the order, determined on a basis consistently observed by the Seller and in, accordance with sound accounting principles. In addition to all such costs, the Buyer shall pay to the Seller as fixed, agreed and liquidated damages a sum equal to ten percent of such costs because the Seller's actual damages in such case will be impossible to determine.

**12. Penalty Clauses:** Contracts or quotations showing penalty clause or liquidated damages for failure to meet shipment are not acceptable unless specifically approved in writing by an officer of the Company.

**13. Successors and Assigns:** These Terms and Conditions shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties, but shall not be assigned in whole or in part by either party without the prior written consent of the other.

**14. Governing Law:** All terms and conditions shall be governed by and construed according to the laws of the State of Wisconsin.