

FLORIDA BEARINGS		Salespersor		Terms	Expired Date		
		6007		NET 30			
Correspondence	Florida Bearing Miami 10050 NW 116th Way, Ste 1	Contact Name)				
То:	Miami, FL 33178 (305)573-8424	Contact Email	•				
		Contact Phon	e #				
		Contact Fax #					
D:II	CITY OF KEY WEST	O/- i	CITY	OF KEY W	EST		

Instructions

Quote # 91063-00 Quote Date

09/03/15

	Miami, FL 33178 (305)573-8424	
Bill To: 117063	CITY OF KEY WEST PO BOX 1409 KEY WEST, FL 33041	
	US-United States	
	Reference	

401593

	CITY OF IZEX WEOD
01-1-	CITY OF KEY WEST
Ship	CAR DALE AMENINE
	627 PALE AVENUE
To:	
10.	KEY WEST, FL 33040
	IIC United States
	US-United States

Taken By

Tom Robinson

Ship Via

Promo Message					Ship Point				
·							Florida Bearing Miami		
Ln	Quote		Non-Cancel	Qty	Promise	Price	Unit	Net	
#	Quantity	Product and Description	Non-Return	U/M	Date	U/M	Price	Amount	
1	1	RO91063	Y	each	08/31/15	each	26710.00	26710.00	
		Flygt s/n 0731177 3231-675 110hp 460v							
		Repairs to include the follwoing: Disassemble, clean,							
		inspect, replace bearings, T-block, grommets, o-ring kit,							
		stationary wear ring, rotating wear ring, support washer,							
		upper & lower mechanical seal, lead trough unit, power							
		cable, sensor cable, terminal strip, zinc blocks, machine							
		shaft, balance impeller with rotor, coat unit inside & out,							
		wash & bake stator, double dip stator, reassemble test run							
		and refinish.							
		Make one pump out of two pumps							

1 Lines Total Qty Quote Total Sub-Total 26710.00 **Quote Total** 26710.00

TERMS AND CONDITIONS OF SALE

- and/or delivery of the goods and/or services made the subject of this invoice and the maling and/or delivery of this invoice shall not constitute an acceptance by the Seller of any prior written or or all offer by the Buyer which contained terms and conditions direct from or additional to those set forth below. Seller's acceptance of any such offer is expressly conditioned on the terms and conditions set forth below. Buyer's acceptance of the goods and/or services which are the subject of this invoice shall constitute confirmation of Buyer's acceptance of the terms and conditions set forth below.
- acceptance of the goods and/or services which are the subject of this invoice shall constitute contimation of suyer's acceptance of the terms and conditions set forth below.

 2. STANDARD LIMITED WARRANTY. (a) Service Warranty and Disclaimer. Kaman Industrial Technologies Corporation ("Kaman") warrants to its original customer that all services provided by Kaman will be performed in accordance with generally accepted industry standards and will be provided in a manner consistent with the level of skill ordinarily exercised by Kaman in connection with its own work on the date such services are provided. Kaman's liability for any breach of this warranty and oustomer's sole remedy will be imitted to correction or performance of such services by Kaman at no additional charge, subject to the disclaimer and limitation or remedies set forth below. (b) Product Warranty and Disclaimer. Kaman is a distributor and not a manufacturer of products which are supplied by it and Kaman has no control over the manufacturing process for such products. Accordingly, Kaman makes no warranty, representation or indemnity with respect to such products, it being understood that all such products shall be subject solely to those written warranties and indemnities, if any, provided by their respective manufacturers in each case, subject to imitations set forth therein and subject to the disclaimer and limitations set forth below. (c) Disclaimer and Limitation. THE WARRANTIES, REMEDIES AND/OR DISCLAIMER OF WARRANTIES, EMPEDIES AND/OR DISCLAIMER OF WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED AND SCULDIED. IN NO EVENT SHALL KAMAN BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER REGARDLESS OF HOW ARISING. In the case of a system assembled by Kaman involving both products and services, to the extent Kaman can legally do so. In the case of a system assembled by

cally included within this agreement. No modification or alteration of the foregoing disclaimer of warranty and limitation of remedies provisions shall be valid or enforceable unless set forth in a separate document issued and executed by the Seller.

4. INDEMNIFICATION. In the event Buyer fails to disclaim any warranty with respect to any articles sold hereunder, Buyer shall indemnify and hold Seller harmless from any and all liability, costs and expenses to which Seller may be subjected as a result of Buyer's failure to so disclaim int severes or implied warranties.

5. RISK OF LOSS: TITLE. The goods sold hereunder shall be at the risk of the Buyer upon delivery by the Seller to the carrier F.O.B. shipping point. Title to the goods sold hereunder shall remain in Seller until payment in full by Buyer.

6. DELAYS BEYOND SELLER'S CONTROL. Seller shall not be responsible for delays in performance caused by delays at manufacturing plants, or in transportation or due to strikes, fires, floods, shorms, war, insurrections, riots, any governmental regulation, order, act or instruction, or any other circumstances beyond the Seller's reasonable control, and Buyer's acceptance of goods and/or services shall constitute a waiver of any claims for damages due to delay. Under no circumstances shall the Seller be liable for any loss of use by Buyer or for any indirect or consequential damages arising from such delays.

7. SERVICE CHARGE: TERMS OF PAYMENT: COLLECTION ACTIONS.

Any accounts not adhering to the payment terms on the face hereof, payment terms are net 30 days. If Seller commences an action to collect amounts due on this account, Buyer will indemnify and hold Seller harmless from all expenses incurred in connection therewith, including altomery's fees.

8. SURVIYAL OF TERMS. To the extent any provision hereof is held invalid, then that provision shall be deemed to be deleted, and the remaining provisions hereof shall remain in full force and effect.

9. RETURNED GOODS. IMPORTANT. Material may not be returned withou

11. LIMITATION OF ACTIONS. Buyer agrees that any action of any kind by the Buyer against the Seller must be commenced, if at all, within one (1) year after the date of delivery.

PROPOSAL CONDITIONS

The prices and terms on this proposal are not subject to verbal changes or any other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent upon strikes, accidents, fires, availability of materials, and all other causes beyond our control. Prices in effect at time of shipment shall be applicable.

Stenographic errors are subject to correction. Purchaser assumes liability for patent and copyright infiringements when goods are

made to Purchaser's specifications. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Purchaser's formal order, will not be binding on the Seller

TERMS AND CONDITIONS OF PURCHASE

- 1. ACCEPTANCE. (a) The order incorporating these Terms and Conditions of Purchase becomes a binding contract when it is accepted by Vendor. Either an acknowledgment by Vendor or the commencement of performance by Vendor shall constitute acceptance. Acceptance may be only on the exact terms herein set forth. No condition stated by Vendor in accepting this order shall be binding or Purchaser if different from or in addition to the conditions set forth herein, unless agreed to in writing by Purchaser's expressly conditioned on Vendor's assent to the additional or different conditions of sale, Purchaser's acceptance of Vendor's offer is expressly conditioned on Vendor's assent to Purchaser's conditions, there shall be no agreement in effect between Vendor and Purchaser.
 2. SPECIPICATIONS. Vendor shall comply with any specifications stated on the face of this order or incorporated herein, and with any applicable United States Government specifications. Upon request Vendor shall furnish Purchaser with a certificate executed by an authorized representative of Vendor confirming vendor's acceptance with all acceptance with a certificate executed by an authorized representative of Vendor confirming vendor's commissione with all acceptance with a certificate executed by an authorized representative of Vendor confirming vendor's commissione with all acceptance with a certificate executed by an authorized representative of Vendor confirming vendor's commissione with all acceptance with a certificate executed by an authorized representative of Vendor confirming vendor's commissione with all acceptance with a certificate executed by an authorized representative of Vendor confirming vendor's commissione with all acceptance with a certificate executed by an authorized representative of Vendor confirming vendor's commissione with all acceptance with a certificate executed by an authorized representative of Vendor confirming vendor's commissione with all acceptance with a certification.
- authorized representative of Vendor confirming Vendor's compliance with all applicable specifications.

 3. PRICES. Unless otherwise specified, the prices set forth in this order include all applicable federal, state and local taxes

- 3. PRICES. Unless otherwise specimed, me prices set form in this order include all applicable tederal, state and local taxes and all shipping costs, duties and other charges.

 4. ASSIGNMENT. Neither this order nor its performance nor any interest herein nor any monies due or to become due Vendor hereunder may be assigned or otherwise transferred by Vendor without the prior written consent of Purchaser.

 5. SUBCONTRACTING. Vendor may not enter into a subcontract for the procurement of end items covered by this order in completed or substantially completed form without the prior written consent of Purchaser.

- Vendor hereunder may be assigned or otherwise transferred by Vendor without the prior written consent of Purchaser.

 5. SUBCONTRACTING. Vendor may not enter into a subcontract for the procurement of end items covered by this order in completed or substantially completed form without the prior written consent of Purchaser.

 6. TIME OF THE ESSENCE. Time is of the essence under this order. Failure of Vendor to make delivery of items or provide services within the time specified on the face hereof, or within any extension specified by written amendment hereto, shall be a breach hereof. In o time is specified herein, Purchaser may by reasonable advance notification to Vendor terminate this order in whole or in part if Vendor fails to make delivery of items or it provide services within a reasonable time after the date of his order.

 7. EXCUSABLE DELAYS. Vendor shall not be charged with any liability for failure or delay in performance when such failure or delay is due to any cause beyond the control and without the fault or negligence of Vendor; provided that Vendor shall give to Purchaser prompt notice in writing when it appears that such cause will delay performance under this order. If any such failure or delay shall threaten to impair Purchaser's ability to meet delivery requirements for its products or to meet other contractual obligations, Purchaser shall have the right, at its option and without being under any liability to Vendor, to cancel by notice in writing to Vendor the portion or portions of this order as affected. Correspondingly, Purchaser shall be excused for failure or delay in its performance herein due to any cause beyond its control and without its fault or negligence.

 8. WARRANTIES. Vendor warrants that all illems purchased hereined shall be free from defects in work-maship, material and manufacture; shall comply with the requirements of this order, including any drawings or specifications incorporated herein or samples furnished by Vendor; shall be non-surplus goods of new manufacture; and, i

- this order.

 11. TERMINATION FOR DEFAULT, Purchaser may terminate this order in whole or in part for default, without further cost or liability to it, if Vendor fails to comply with any of the order's provisions. In the event of termination pursuant to this provision, Purchaser may procure, upon such terms and in such manner as it may deem appropriate, items or services similar or substantially similar to those so terminated; and Vendor shall be lable to Purchaser for any excess cost, direct or indirect, resultine-from. Vendor shall be lable to Purchaser for any excess cost, direct or indirect, resultine-from. Vendor shall continue performance to the extent not terminated. Without limiting the foregoing, Purchaser shall have the right to terminate this order any part thereof in the event of the happening of any one of the following. The commencement by Vendor of a voluntary case in bankruptcy, if such case is not dismissed within thirty days from the date for filing; the appointment of a receiver or trustee for Vendor is fuch appointment is not vacated within thirty days from the date thereof; the execution by Vendor of an assignment for the benefit of creditors. Vendor's failure to perform or delay in performing intervance when Purchaser has reasonable grounds for insecurity with respect to such performance and following a written demand by Purchaser for such assurance.

 12. TERMINATION FOR CONVENIENCE. (a) Purchaser may terminate this order in whole or in part whenever Purchaser determines for any reason that such termination is in its best interests. Termination hereunder shall be effected by delively to Vendor of an otioc of termination specifying the extent to which performance or work under this order is terminated, services or facilities in according the content of the process of the performance of work under this order is terminated, services or facilities in according the content of the process of t
- (b) Vendor shall stop work under this order and terminate all orders and subcontracts for materials, services or facilities in accordance with and as appropriate under the notice of termination. With respect to the termination by Vendor of such related orders and subcontracts. Vendor shall settle outstanding liabilities and claims only with the approval of Purchaser, except to the extent that such approval is waived by Purchaser.

- NS OF PURCHASE

 adjustment resulting from the change. In no event shall Purchaser be obligated to consider any claim for any increase in price after final payment to Vendor hereunder. Where the cost of property made obsolete or excess as a result of a change is included in Vendor's claim for adjustment, Purchaser shall have the right to prescribe the manner of disposition of such property.

 14. INFORMATION AND INVENTIONS. (A) All information, specifications and drawings turnished to Vendor in connection with this order shall be used only in the manufacture of items or the performance of services for Purchaser, and shall not be disclosed by Vendor. In the absence of a written agreement to the contrary, all information, specifications and drawings furnished to Purchaser in connection with this order shall be considered nonproprietary and may be used or disclosed to third parties by Purchaser as Purchaser chooses.

 (b) Any invention, sole or joint, made by employees of Vendor and arising out of the subject matter of this order, as amended or extended, shall be fully disclosed and completely assigned by Vendor to Purchaser without further compensation.
- amended or extended, shall be fully disclosed and completely assigned by Vendor to Purchaser without further compensation.

 15. INDEMNIFICATION. Vendor agrees to indemnify and hold harmless Purchaser, its successors, assigns and customers, against any and all claims, losses, costs or damages (including attomers/ feet) based upon or arising out of any infimement or alleged infringement of any letters patient, trademarks, or copyrights by reason of the sale or use by Purchaser or its customers of any items, service or process is made or furnished to Purchaser or specifications. Vendor further agrees to indemnify and hold harmless Purchaser, its successors and assigns from and against any and all claims, losses, costs or damages (including attomers)* fees) based upon or arising out of (1) any other determined and against any and all claims, losses, costs or damages (including attomers)* fees) based upon or arising out of (1) any other than a state of the control of the process and assigns from and against any and all claims, losses, costs or damages (including attomers)* fees) based upon or arising out of (1) any other than a state of the process of a control or order with respect to any items, service or process sold or furnished under this order. (3) the use of any equipment or order with respect to any tiems, service or process sold or furnished under this order, and addition to any other warrantes and representations, and notwithstanding any disclaimer of liability. Vendor expressly warrants and represents to Kaman (Purchaser) that all computer-related products, computer systems or other products provided to Kaman hereunder or utilized by Vendor in its operations are "Year 2000" compliant, and will be able to fully, consistently, and effectively accept input, provide output and perform all functions or any experiment of any development which Purchaser is required hereunder to furnish to Vendor shall be delivered in sufficient time to enable Vendor to meet its performance schedule. If any such material, tooling
- Section 13(b) hereof. Purchaser shall have no liability to Vendor by reason of any delay in delivery of, or failure to deliver, any such material, tooling or equipment.

 (b) All risk of loss of or damage to any material, tooling or equipment furnished by Purchaser for performance of this order, other than from ordinary wear and tear, shall be upon Vendor until the same has been redelivered to Purchaser, and Vendor shall maintain insurance at least equal to the replacement value of same. Vendor shall property segregate, identify, maintain and protect all such material, tooling and equipment and shall use same only in the performance of this order.

- ison totularly well and lear, sitability option value of the services of the proceeds in our orticitises, and verturd stail infall instancts at least equal to the replacement value of same. Vendor shall properly segregate, (lentify, maintain and protect all such material, tooling and equipment and shall use same only in the performance of this order.

 (c) Vendor shall not be required to account to Purchases for the proceeds from the sale of scrap generated during the performance of this order by the processing of material furnished by Purchaser, provided, however, that Vendor shall replace by purchase from Purchaser at Purchaser's price then current any such material lost or damaged because of spoilage, breakage or defective withmanship of Vendor in excess of any allowance made therefore by Purchaser. Upon completion of this order, any of the material furnished by Purchaser and not consumed in the performance of this order and any boiling or equipment furnished by Purchaser shall be returned to Purchaser and not consumed in the performance of this order and any boiling or equipment furnished by Purchaser shall be returned to Purchaser or otherwise disposed of in accordance with instructions from Purchaser.

 (g) When Purchaser furnishes any material for use in furnishing the items or services called for hereunder, Vendor shall neither substitute material from any other source nor alter the physical or chemical properties of the material furnished to I except in accordance with splicable purchaser specifications or Purchaser's written approval.

 17. SERVICES SUPPLIED BY YENDOR, if this order covers the performance of services on the premises of Purchaser, Vendor agrees to furnish certificates from its insurance carriers showing that it carries workers' compensation, automobile liability, public liability, and property damage insurance coverage with limits satisfactory to Purchaser. If Vendor is a self-insurer, it must have the appropriate state agency of the state in which the services are to be performed furnish

- trom the date an acceptable invoice is received or the date items are received by Purchaser, whichever is later.

 19. COMPLIANCE WITH STATUTES AND REGULATIONS. Vendor warrants and certifies that in the performance of this order it will comply with all applicable statutes, rules, regulations and orders, now in effect or hereafter enacted, of the United States and of any state or political subdivision of any state, including statutes, rules, regulations and orders praining to labor, wages, hours and other conditions of employment, wage and price ceilings, if applicable, and the Fair Labor Standards Act, as amended.

 20. CUMULATIVE RIGHTS AND REMEDIES. The rights and remedies provided to Purchaser shall be cumulative, as to neanother, and shall be in addition to any other rights and remedies provided in law or equity.

 21. WAIVERS. A waiver of any failure on Vendor's part to carry out any conditions, term or part of this order shall not act as a waiver with respect to any recurrence of such failure or with respect to a failure to carry out any other condition, term or part.

 22. CAPTIONS. Captions used in this order are for convenience of reference only and shall not be deemed a part of the order.

 23. ENTIRE AGREEMENT; MODIFICATIONS. This order sets forth the entire agreement between the parties hereto with respect to the subject matter and supersedes all communications, representations or agreements, whether onal or written. No agreement or understanding varying or extending the provisions of this order and no consent or waiver relating hereto will be binding on Purchaser unless in writing and signed by an officer, Purchasing Manager, Purchasing Agent or other duly authorized representative of Purchaser.

 24. APPLICABLE LAW. This order shall be governed by and construed according to the laws of the State of Connecticut, and the parties hereto hereby submit to the jurisdiction of the courts of said state.

 25. INSURANCE. Throughout the terms of this agreement Vendor will maintain in effect general liability insur contracts, Vendor shall settle outstanding liabilities and claims only with the approval of Purchaser, except to the extent that such approval is waived by Purchaser.

 (c) Upon termination under this section, there shall be made an equitable adjustment reducing the purchase order price. Vendor shall submit to Purchaser promptly following receipt of the notice of termination an occurring of the work due under this order, which was completed as of the effective date of termination and or all monies, which Vendor believes are due bit as a result of the termination. Purchaser shall not be liable for any profit on completed work or for any termination costs incurred by Vendor which are not presented to Purchaser within is months of the date of termination, unless Purchaser agrees in writing to an extension of stuck sharmonth period.

 (d) Vendor agrees to transfer title and deliver to Purchaser such information and materials or equipment produced, in process or acquired in connection with performance of the order.

 (e) This section in on way limits Purchaser's right to terminate this order for default.

 13. CHANGES. (a) Purchaser may at any time by written order to Vendor and without notice to surefles, if any, make changes within the general scope of this order and vay limits purchaser's right to terminate this order for default.

 13. CHANGES. (a) Purchaser may at any time by written order to Vendor and without notice to surefles, if any, make changes within the general scope of this order in any or or or more of the following: (1) quantity of items or services ordered; (2) drawings, designs or specifications; (3)delivery or performance schedules; (4) shipping and biling instructions, and (6) place of delivery, such changes causes an increase or decrease in the cost of performance of this midre and deliver to purchaser or decrease in the cost of performance of the intensity and which are ade to the parties and extension of the courts of said status.

 24. APPLICABLE LIAM. This corder shall be governed by and constitu