

FORMS+SURFACES®

30 Pine Street, Pittsburgh, PA 15223
 T 800.451.0410 | F 412.781.7840

Please note our new
 payment address:
Forms+Surfaces
PO Box 3625
Pittsburgh, PA 15230-3625
 Please provide Quote#
 on remittance

Our Quotation # 172100-01

Quote Date 12/02/2014

To :

CITY OF KEY WEST
201 WILLIAM STREET
KEY WEST FL 33040
United States

Quotation Valid Thru : 03/22/2015

Terms : 50%DEP,BAL NET30 OAC

PROJECT: KEY WEST HISTORIC SEAPORT

Attention : KAREN OLSON

Phone (305)809-3803

Fax ()

Item	Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	<p>972315 Rev 000 U/M EA</p> <p>SKTRO,AL,PC,SFM PRODUCT: TRIO BIKE RACK BODY MATERIAL: CAST ALUMINUM BODY POWDERCOAT COLOR: ALUMINUM TEXTURE DIMENSIONS: 12" L X 2.75" D X 33.5" H MOUNTING: SURFACE MOUNTED</p> <p>NOTE: Complete standard surface mounting hardware is included in product pricing. Please review installation instructions for surface mounting details and to ensure compatibility with your application.</p> <p>Due to the inherent nature of metal castings, gloss powdercoat colors are not offered.</p>	24.0000	419.00	US\$ 10,056.00
002	<p>SXFRT Rev 000 U/M EA</p> <p>HANDLING, PACKAGING AND FREIGHT ** SHIPPING INSTRUCTIONS **</p> <p>* INCLUDE LIFT GATE</p> <p>SITE FURNITURE SINGLE SHIPMENT DOMESTIC LTL GROUND</p> <p>****REFUSED DELIVERIES AND RE-ROUTES ARE SUBJECT TO ADDITIONAL CHARGES****</p> <p>****CONSIGNEE RESPONSIBLE FOR OFF-LOADING; LIFT GATES, PALLET JACKS OR OTHER SPECIAL SERVICES MUST BE REQUESTED IN ADVANCE AND ARE SUBJECT TO ADDITIONAL CHARGES****</p> <p>****NOTE ANY DAMAGE TO CRATING ON DELIVERY RECEIPT BEFORE SIGNING FOR CARGO****</p> <p>****IN THE EVENT OF ACTUAL DAMAGE (CONCEALED OR OTHERWISE) CONTACT YOUR F+S PROJECT</p>	1.0000	1,407.00	US\$ 1,407.00

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	HANDLING, PACKAGING AND FREIGHT			

Total Items Price US\$ 11,463.00**Quote Total US\$ 11,463.00****ADDITIONAL TERMS OF SALE**

Payment terms are per pending F+S Order Acknowledgment, notwithstanding and not contingent upon any Condition Precedent stipulations by the buyer. F+S will not be bound by any retainage agreements customer may have with third parties.

Credit card payments of \$5,000.00 or more are subject to a processing fee of 3% of transaction total.

LEADTIME: Shipment from our facility will be apx 4-6 weeks from receipt of 50% deposit, signed F+S Order Acknowledgment and signed F+S Approval Drawings, if applicable. All ship date references are ESTIMATED and are not guaranteed.

Expediting Requests will be evaluated on a per order basis and may require additional fees. Due to variations in production schedules and demand expedited ship dates are not guaranteed. Expediting fees remain valid as long as order ships within two business days of expedited ship date as reflected on the most recent customer-signed F+S Order Acknowledgment or subsequent confirming document.

F+S reserves the right to ship orders early at our discretion unless otherwise instructed in writing by the buying party prior to order approval / release to manufacturing. F+S is a build-to-order manufacturer and is not amenable to storing completed orders on behalf of customers. Additional storage and handling fees may be charged for any order that by customer request or disposition (including payment issues) cannot physically ship upon completion.

SALES TAX: If order is tax exempt a valid resale or exemption certificate must be submitted prior to the order being invoiced. Submission of a valid resale or exemption certificate after order invoicing does not relieve customer of duty to pay sales tax as invoiced.

Sales tax is bearing on physical location where material is to be delivered or where customer (or their assigns) is otherwise to take delivery / possession of product. F+S will only collect sales tax in jurisdictions where F+S is legally obligated to do so. Actual amount of sales tax charged is subject to sales tax rates in effect at time of invoicing for all taxable items invoiced regardless of any prior quotations or order acknowledgments issued by F+S.

SAMPLES / MATERIAL ISSUES: Control sample processes are order-specific and must be initiated by the buying party at time of order placement. If there is any expectation of matching materials previously sampled, buying party is responsible to provide F+S with a control sample of subject material at time of order placement and prior to approval for manufacturing with written request to confirm matching feasibility. Depending on the materials involved F+S may issue a production control sample and at our discretion require that it be signed, dated and returned in order to proceed with manufacturing. In the absence of written request by customer at time of order placement and prior to manufacturing, F+S assumes no liability for matching material samples regardless of any samples previously issued by F+S or any prior interactions between F+S personnel, the buying party or any third parties.

CAST ALUMINUM: Cast aluminum products and components are subject to inherent anomalies present in the surface, including minor cavities, undulations and inconsistencies in surface texture and as such these issues are not considered warrantable defects. Due to the inherent nature of

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cast aluminum, gloss powder coat colors are not offered.				
<p>CONFORMITY: This quotation reflects our understanding of the product requirements based on the information (or lack thereof) provided to us from the quoted party. The quoted party is responsible for confirming quantities, sizes, finishes and conformity with any relevant plans and specifications. Pricing is subject to F+S review of the final scope of work and may be subject to change should the scope of work change during the approval process. These considerations are independent of any prior F+S specification efforts, drawings or engineering details that may have previously been issued by F+S or otherwise obtained by any other third party. Pricing assumes fabrication in accordance with F+S standard or recommended manufacturing methods.</p>				
<p>All material will be manufactured per customer-signed F+S Approval Drawings when applicable. In the event of any discrepancies between signed F+S Approval Drawings and any other documents, the signed F+S Approval Drawings are the determining documents followed in precedence by the most recent F+S Order Acknowledgment issued.</p>				
<p>Pricing includes initial set of drawings supplied after receipt of deposit and a first revision if required. Additional drawing revisions may be subject to additional charges. Please provide as accurate information as possible for initial drafting purposes. Changes to order details received after approval and release to manufacturing are subject to change order fees and any applicable lead times are subject to reset at time changes are re-approved by customer and order can be re-released to manufacturing.</p>				
<p>F+S reserves the right to charge reasonable fees for customer-specific engineering or drafting services rendered prior to order formalization should an order not be forthcoming after services are rendered. Cancelled or otherwise abandoned orders for which order-specific engineering, drafting and/or other administrative costs have been incurred are subject to cancellation fees at the sole discretion of F+S. Generally, cancellation fees will not be assessed for orders cancelled or abandoned prior to generation of initial Approval Drawings or other demonstrable administrative activity on behalf of F+S. In the event of order cancellation, and at the sole discretion of F+S and regardless as to the status of any customer-issued purchase orders or other contractual formalities, cancelled or otherwise abandoned orders may be subject to a charge of up to 75% of the order value. Because of the made-to-order nature of F+S products, cancellations are not accepted after order approval for release to manufacturing and production lead time has begun. All cancellation requests must be submitted in writing.</p>				
<p>WARRANTY: Forms+Surfaces warrants its products to be free from defects in material and workmanship for a period of one (1) year from the date of invoice, unless otherwise stated on the order acknowledgment. Should any failure to conform to this warranty appear within one (1) year after the date of invoice, Forms+Surfaces shall, upon notification thereof and substantiation that the products have been stored and applied in accordance with Forms+Surfaces standards, correct such defects by suitable repair or replacement without charge, at a Forms+Surfaces facility or at location of the products (at election of Forms+Surfaces). However, if Forms+Surfaces determines repair or replacement is not commercially practical Forms+Surfaces shall issue a credit in favor of buyer in an amount not to exceed the purchase price of the products. This warranty is exclusive and is in lieu of any implied warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except the warranty of title and against patent infringement. No waiver, alteration, additions or modifications of the foregoing conditions shall be valid unless made in writing and manually signed by an officer of Forms+Surfaces.</p>				
Forms+Surfaces warranty provisions apply only to products that have been paid in full.				
F+S assumes no liability, responsibility or acceptance of any claims for monetary compensation whatsoever from buying or other third parties without prior written notice to F+S detailing the claim and without prior acceptance in writing from an authorized F+S employee.				
SHIPPING: Unless instructed in writing prior to date of order completion F+S will ship this order to the "SHIP TO" address clearly indicated in the				

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<p>top right corner of the most current F+S Order Acknowledgment. F+S assumes no liability for re-consignment, missed delivery, re-delivery or any other extraneous fees or costs required to deliver cargo as long as F+S correctly consigns cargo to the "SHIP TO" address clearly indicated in the top right corner of the most current F+S Order Acknowledgment.</p>				
<p>If no carrier is specified by the buying party at time of order placement, F+S will select one of our default carriers and will ship via standard ground service FOB Origin / Freight Prepaid and Charged. Packaging, Handling and Freight charges are billed as shown on Order Acknowledgment and Invoice. Customer agrees to pay these charges in full unless alternate arrangements are made in writing in advance of order shipment. F+S assumes no liability for the services of any freight carrier, including actual time in transit. Freight charges, including expedited freight services, are separate and in addition to any Expediting Fees charged for improved manufacturing lead times.</p>				
<p>If customer dictates own carrier order will ship FOB Origin / Freight Collect and F+S will charge Packaging and Handling fees only as shown on Order Acknowledgment and Invoice. Customer agrees to pay these charges in full unless alternate arrangements are made in writing in advance of order shipment.</p>				
<p>Any special shipping or handling instructions and requests for expedited freight services must be confirmed in writing to F+S prior to completion of order. Unless F+S terms indicate otherwise on the most recent Order Acknowledgment issued, purchasing parties are responsible for all Packaging, Handling and Freight charges as billed.</p>				
<p>DELIVERY: Receiving parties are responsible for off loading all materials from the carrier and this may require a forklift, pallet jack or other specialized equipment, tools and appropriate manpower. Unpacking, assembly and / or installation are the responsibility of the buying party or their assigns. All deliveries are curbside if no loading dock is available at delivery site.</p>				
<p>Shipping crates must be carefully inspected (including underside of crates) at time of delivery. ANY VISIBLE DAMAGE TO CRATING MUST BE NOTED ON DELIVERY RECEIPT PRIOR TO SIGNING and contents should be inspected immediately for damage. Any damage to crating or contents should be documented / photographed and immediately reported to the freight carrier or F+S and all crating and packaging should be retained for inspection. Claims for concealed damage must be made to the carrier or F+S in writing within ten (10) days from delivery. Claims for incomplete shipments must be made to F+S in writing ASAP and not later than ten (10) days from delivery.</p>				
<p>STORAGE: F+S shipping crates and packing methodologies are designed for shipping purposes. In the event material must be stored F+S does not assume liability under warranty for damage or deformation of material stored in original packaging for extended periods of time (longer than ten [10] days from delivery) or for any damage due to exposure to the elements.</p>				
<p>For questions regarding this quotation or to place an order please contact your Project Sales Coordinator:</p>				
<p>PROJECT SALES COORDINATOR: Jamie Valasek EMAIL: jamie.valasek@forms-surfaces.com PHONE: (800) 451-0410 Ext.5235 FAX: (412) 781-7840</p>				
<p>TERRITORY MANAGER: Ed Pelaez @ (305) 562-5653</p>				