



Established 1976

140 S. Chaparral Ct., Ste. 140, Anaheim Hills, CA 92808 | Phone: (714) 202-8101 | Fax: (714) 627-4936  
Website: flo-systems.net

08/04/2022

CITY OF BEAUMONT PUBLIC WORKS

Kevin Lee  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

RE: EXACT DUPLICATE OF SN: 10671198, (1361498); EXCEPT CCW  
ROTATION

Dear Mr. Kevin Lee,

Flo-Systems, Inc is pleased to present a copy of the proposal requested. Please let me know if there are any discrepancies, or if you have any questions.

We look forward to working with you on this project.

Regards,

*James Mitchell*

FLO-SYSTEMS INC | (714) 202-8101 | (714) 627-4936 | jamesm@flo-systems.net

Enclosure:  
Proposal M06110  
Terms of Sale



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**QUOTE**

# **M06110**

Date **8/4/2022**

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CITY OF BEAUMONT PUBLIC WORKS  
 KEVIN LEE  
 550 E. 6TH STREET  
 BEAUMONT, CA 92223

Ph: (951) 769-8522

Email: KLEE@BEAUMONTCA.GOV

Customer No.	Salesperson ID	Shipping Method		Payment Terms
BEA2036	BW	FOB FACTORY	PREPAID & ALLOWED	N30

Qty	Part Number	Description	Unit Price	Ext Price
1	FM B5435	EXACT DUPLICATE OF SN: 10671198 (1361498); EXCEPT CCW ROTATION FM PUMP B5435 4" CONDITIONS OF SERVICE: 450GPM@177' TDH PUMP (1) FAIRBANKS NIJUHUIS 4" B5435 COMPLETE PUMP, 30 HP, 1800 RPM, 460V DYNAMIC BALANCED CAST IRON IMPELLER 11 INCH DIAMETER, MECH SEAL, STAINLESS STEEL SHAFT SLEEVE, STANDARD FACTORY COATING, TO BE USED WITH EXISTING BASE & ELBOW.  FREIGHT PREPAID & ALLOWED TO FIRST DESTINATION	27,777.000	27,777.000

QUOTED BY JAMES MITCHELL QUOTE VALID FOR 30 DAYS ESTIMATED DELIVERY TIME 12-14 WEEKS ARO	<b>Subtotal</b> 27,777.00 <b>Freight</b> 0.00 <b>Sales Tax</b> 2,152.72 <b>Total</b> 29,929.72
1. Equipment quoted is subject to Flo-Systems standard Terms & Conditions attached, unless agreed to otherwise. 2. Accessories, testing, services or anything not specifically mentioned in this quotation are not included. 3. Applicable sales tax will be added to order, or valid resale card for non-taxable. 4. Price reflects a 3.5% cash/check discount off the credit card price.	



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## TERMS OF SALE

- 1. ACCEPTANCE.** These terms govern the purchase and sale of equipment, contractors services, etc, referred to in SELLER'S proposal or acknowledgement. Acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply if same is included with the proposal.
- 2. PAYMENT.** Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.
- 3. RETENTIONS** not previously approved in writing by SELLER are not permitted.
- 4. BACK CHARGES** accepted only upon written approval by SELLER.
- 5. DELIVERY.** SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.
- 6. RESPONSIBILITY.** SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.
- 7. WARRANTY.** For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. Warranty does not cover removal and installation of equipment.
- 8. TAXES.** Prices are exclusive of all taxes, federal, state local of any kind or nature.
- 9. TRANSPORTATION.** Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.
- 10. COMPLIANCE WITH LAWS.** BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.
- 11. INDEMNIFICATION.** It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim. SELLER'S liability is limited to the coverage offered and paid by the SELLERS insurance policies.
- 12. TITLE & LIEN RIGHTS.** After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.
- 13. MISCELLANEOUS.** Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision