



Recreation Supply Company
PO Box 2757
Bismarck, ND 58502-2757

QUOTE

QUOTE # QTE041223

Page 1/2

BILL TO:

Deadwood Recreation Center

John Trindle
105 Sherman
Deadwood, SD 57732
P: (605) 578-3729

SHIP TO:

Deadwood Recreation Center

John Trindle
105 Sherman
Deadwood, SD 57732
P: (605) 578-3729

Customer ID	Ship Via	Sales Rep	Terms	Document Date	Expires
004026	BEST	BRAD	NET 30	7/22/2021	08/21/2021

Quantity	UOM	Item Number	Description	Unit Price	Extended Price
6	EA	MM37156	DROPSHIP: ~ANTI-WAVE FORERUNNER 4.75 INCH LANE LINE, 75 FT	447.81	2,686.86

Subtotal	2,686.86
Misc	0.00
Tax	0.00
Freight	479.37
Trade Discount	0.00
Total	\$3,166.23

Recreation Supply Company

Terms and Conditions of Quotation

Effective Date: This agreement is effective when accepted by Recreation Supply Company (hereafter referred to as "RSC"). Quotation shall be contingent upon acceptance of these Terms and Conditions.

Prices and Quantities: Every effort has been made to be accurate and complete in the preparation of the Quotation. However, verification of all items, quantities and specifications shall be the responsibility of the Purchaser. The quotation is limited to the itemized list of equipment on the attached schedule. If a discrepancy exists between our quotation and an itemized bill of materials in either plans or specifications, any additional items or excess quantity will be called for as "optional extras." If prices are given for each individual item, only the unit prices are binding. Extensions and additions are subject to correction for mathematical errors. No changes, additions, or deletions will be made except by written request and will require a resubmission of our quotation. The prices in this quotation are contingent upon shipment of the entire list of equipment within the period noted in the Quotation. If shipment is delayed beyond this period at the Purchaser's request, prices will be subject to renegotiation.

Partial Shipments: Partial shipments will be made at the request of the Purchaser. Billing for items shipped will be made immediately thereafter and are subject to the terms noted.

Freight, Taxes and Additional Charges: Purchaser is responsible for all shipping and packaging charges. Next Day, Second Day or other special handling for rush shipments is available on request at the purchaser's expense. All unloading and storage charges shall be the responsibility of the Purchaser. Our freight carriers cannot deliver to P.O. boxes. A delivery contact name and telephone number must be provided with each order. Sales tax will be charged on deliveries to states where we are required to collect sales tax unless purchaser furnishes valid tax exemption documentation to RSC prior to purchase. This quotation is limited to the furnishing of material only, and unless otherwise noted, no installation costs will be assumed by RSC. RSC is a vendor and not a subcontractor. Consequently no retained percentages will be allowed and invoices will be payable in full according to our stated terms. No back charges by Purchaser will be honored unless approved in writing by an authorized representative of RSC.

Delivery: The delivery terms shall be "FOB origin" Seller's warehouse, unless otherwise specifically agreed in writing. The delivery date, if provided, is contingent upon Purchaser's acceptance of this quotation in writing on or before the date specified and any such delivery date set forth is an approximate delivery date, not a guarantee of a particular delivery date, and subject to reasonable extensions. Seller's only obligation with respect to the delivery of the materials sold is to undertake its best efforts to insure delivery by the date set forth herein.

Freight Claims:

It is the purchaser's responsibility to inspect goods immediately upon receipt. RSC is not responsible for goods damaged or lost in transit. Recovery claims must be filed with the carrier by the purchaser within the time limit allowed by such carrier. The loss or damage claim should be noted on the original copy of the freight bill by the receiver.

Payment for Products and Services: Except as otherwise provided on the quotation, payment for the products described in the quotation shall be due 30 days after date of invoice by RSC unless paid for by credit card, in which case the credit card will be charged prior to shipping. Payment of invoices with Net 30 terms shall be made by company check, money order or bank transfer. A late charge will be assessed on any past due amount at the rate of 1½ % per month or the maximum rate permitted by applicable law, whichever is less.

Limitation of Liability: Seller's liability shall be limited to, at Seller's sole option, either correction, replacement, or prorated refund of contract price of any of the materials proven to be defective, provided that Purchaser give notice in writing and produce satisfactory evidence of any such defect promptly upon delivery and in any event within ten (10) days after date of delivery. Seller shall have no other liability for damages, direct or indirect, general special or consequential, or for any expense, damage or loss of any nature whatsoever, including any penalty or liquidated damages to Purchase or any other person, firm or corporation. Failure of Purchaser to provide notice of defect within ten (10) days after delivery of completion of installation, if applicable shall constitute an irrevocable acceptance of the materials and workmanship, and an admission that the materials and workmanship fully comply with all terms, conditions and specifications of this agreement. Seller's maximum liability shall not, in any case, exceed the purchase price attributable to the equipment claimed to be defective of unsuitable. Seller shall not be responsible for the suitability, performance, adequacy, accuracy or legality of Purchaser's designs, any plans and specifications applicable to the project, or engineering. Any description of the materials contained or in the equipment schedule attached and is for the sole purpose of identifying them, is not a part of the basis for the bargain, and does not constitute a warranty that the materials shall conform to that description. No affirmation of fact or promise made by the Seller, whether or not in this agreement, shall constitute any warranty that the materials will conform to any promise except otherwise stated. No agent or representative of Seller has any authority to bind Seller to any affirmative representation or warranty concerning any materials sold without the prior written approval of a duly authorized officer of Seller. Seller makes no warranty, express or implied, that the equipment sold is fit for any particular purpose, and Seller disclaims any warranty of merchantability. Purchaser shall hold Seller harmless, and indemnify Seller, against any claim brought against Seller for infringement of any patent, copyright, trademark, proprietary interest, process or formula arising from Seller's use of designs, plans, engineering, processes, or formulas supplied, determined or requested by Purchaser.

Contingencies: Every effort will be made to meet the delivery requirements of the Purchaser. However, RSC will not be liable for any delay caused by governmental authority or regulations, inability to obtain materials, delays in transportation, strikes, fires, or acts of God.

General: This quotation shall not be binding on Seller until accepted at the General Office of Seller, by a duly authorized officer. This quotation, when signed by Purchaser, is subject to the approval of Seller's Credit Department and subject to the return by Purchaser to Seller of the completed Credit Application. This agreement and any written amendments shall be binding upon the Seller and Purchaser, their heirs, assignees, personal representatives and successors in interest. If Purchaser does not comply with the terms and conditions set forth herein, then, in addition to all other remedies available to the Seller at law or in equity, Purchaser shall also be liable to Seller for Seller's attorneys fees, costs and expenses incurred in enforcing the terms and conditions of this agreement. This agreement shall be governed by the laws of the State of North Dakota.