



2103 Brickhouse Road, Dunkirk, MD 20754 USA
 1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
 VICTORSTANLEY.COM

SALES ORDER

Please read it carefully and immediately report any discrepancies

Sales Order No: SO63228
Revision Number: 0
Sales Order Date: 02/05/26

Customer PO No:
Customer No: C013197
Phone No: 605-578-2082
Terms: Net 30
Associate: Rebecca Day
Distributor: Victor Stanley, LLC.

Contact: Randy Adler
Contact Phone No: 605-920-3954

Bill To:

City of Deadwood
 Cammie Schmidt
 108 Sherman Street
 Deadwood, SD 57732

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood
 Randy Adler
 67 Dunlap Avenue
 Deadwood, SD 57732

Sell To:

City of Deadwood
 Cammie Schmidt
 108 Sherman Street
 Deadwood, SD 57732

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory
Estimated Lead Time: Allow 5 to 7 (weeks) for Production of your order.

This Order is valid for 7 days.

To be valid, this Signed Sales Order with a completed credit application (if applicable) must be returned within this time frame.

Comments:

- * Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond, etc.
- * All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- * Common Carrier unloading is the responsibility of the receiver.
- * While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- * In order to validate our generous warranty, we require the exact name of the project and the exact location at which these products will be installed.
- * It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- * This order is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- * Signed Sales Order with a completed credit application (if applicable) must be returned within 7 days to be valid
- * Victor Stanley reserves the right to charge storage fees beginning on the 7th day after first notification of payment being due, and/or pick-up being ready.
- * Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, LLC
- * Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
- * These comments are intended to be part of the terms and conditions of this sales order.

QTY	Model No.	Description	Unit Cost	Total Price
5	REPLACESLAT	Replacement Slat w/Hardware For Existing C-10 6-FT	139.00	695.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
 USA Patents D458,431 S; D441,532 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012; D376,937; D383,615; D376,271; D384,512; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D535,209 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D583,689 S; D579,227 S; D579,685 S; D542,593 S; D561,967 S; D595,915 S; D595,916 S; D590,570 S; D601,770 S; D602,221 S; D606,271 S; D595,673 S; D601,823 S; D607,229 S; D608,933 S; D586,062 S; D621,295 S.
 Canada D98101; 96040; 96159; 98103; 96108; 110953; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716. Canada Patent 2,184,348. Mexico Reg. Des. 001871; 28182.
 EC Reg. Des. 000475579-0001; 000503297-0001; 000762638-0001; 000961404.
 Other Patent(s): Pending.



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QTY	Model No.	Description	Unit Cost	Total Price
5	REPLACESLAT	2x3 Wheat 2nd Site Systems Replacement Slat(s) w/Uncoated Stainless Steel Bars Inside Slat Replacement Slat w/Hardware For Existing C-10 6-FT	139.00	695.00
5	REPLACESLAT	2x3 Wheat 2nd Site Systems Replacement Slat(s) w/Uncoated Stainless Steel Bars Outside Slat Replacement Slat w/Hardware For Existing C-10 4-Foot	129.00	645.00
5	REPLACESLAT	2x3 Wheat 2nd Site Systems Replacement Slat(s) w/Uncoated Stainless Steel Bars Inside Slat Replacement Slat w/Hardware For Existing C-10	129.00	645.00

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 EC Reg. Des. 000475579-0001; 000503257-0001; 000762638-0001; 000961404.
 Other Patent(s): Pending.



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QTY	Model No.	Description	Unit Cost	Total Price
1		4-Foot 2x3 Wheat 2nd Site Systems Replacement Slat(s) w/Uncoated Stainless Steel Bars Outside Slat Freight w/ Liftgate	990.00	990.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents D458,431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012; D376,937; D383,615; D376,271; D394,512; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D595,269 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,689 S; D579,227 S; D579,885 S; D542,993 S; D561,967 S; D595,915 S; D595,916 S; D599,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S.
Canada 098101; 96040; 96159; 98103; 96108; 110953; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716. **Canada Patent** 2,194,349. **Mexico Reg. Des.** 001971; 23182.
EC Reg. Des. 000475579-0001; 000503297-0001; 000782638-0001; 000961404.
Other Patent(s): Pending.

Sub-Total: 3,670.00
Tax: 0.00
Payment: 0.00
Balance Due: 3,670.00

All figures are in US Dollars
 Page: 3

Customer Signature: _____ Please Print Title: _____

Please Print Name: _____ Date: _____

By signing you also agree to our Standard Terms of Production as describe on proceeding pages

STANDARD TERMS OF PRODUCTION

TAXES

Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley, LLC's invoices within Victor Stanley, LLC's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE

Victor Stanley, LLC manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, LLC in writing.

INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, LLC, Buyer agrees to pay to Victor Stanley, LLC the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS

Our lead time is an estimate only and Victor Stanley, LLC is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, LLC will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

NONCONFORMITY

All products made by Victor Stanley, LLC are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, LLC, Buyer shall not return the goods, but notify Victor Stanley, LLC immediately, stating full particulars in support of claim, and Victor Stanley, LLC will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, LLC be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, LLC's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, LLC's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, LLC makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, LLC.

CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, LLC within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, LLC. This includes damage to materials that will be stored for later use.