



POST CLOCK ORDER FORM

THE VERDIN COMPANY
 1118 PENDLETON ST. | SUITE 500 | CINCINNATI, OH 45202
 TOLL FREE: (800) 543-0488 | VERDIN.COM

DATE: March 6, 2024

SOLD TO: **Town of Landis**
 CONTACT: **Jessica St. Martin**
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____
 PHONE: _____ EMAIL: _____

INSTALL AT: **Town of Landis**
 CONTACT: **Jessica St. Martin**
 ADDRESS: **312 South Main Street**
 CITY: **Landis**
 STATE: **NC** ZIP: **28088**
 PHONE: **(704)857-2411** EMAIL: **jstmartin@townoflandisnc.gov**

	QTY.	NOTES
NEW POST CLOCK TWO-FACE _____ FOUR-FACE _____ COURTYARD _____ CUSTOM CLOCK _____ CLOCK RESTORATION <u>Mechanical Restoration of Existing Post Clock</u> <u>Verdin Model # 4M/ST</u> DIAL FACE _____ CLOCK COLOR _____ ACCENT PAINTING _____ CUSTOM HEADER _____ BOTTOM PANEL SET _____ RAISED LETTERING _____ CUSTOM PLAQUE _____ BRONZE _____ GPS INTERFACE _____ TOWN CRIER CARILLON with SPEAKERS _____ REMOTE CONTROL _____ OTHER OPTIONS _____ INSTALLATION <u>Installation by Verdin</u> FREIGHT SHIPPING PRICE NOT INCLUDED - FOB Verdin Factory EST. MANF. LEAD TIME Approx. 125 days from receipt of signed quote or PO, deposit, and approved drawings; lead times may vary depending on model purchased and Verdin production backlog.	1	Includes new timepiece, dial gears, & clock hands; digital clock controller; junction box, and other related parts.
All delivery dates subject to final acceptance by The Verdin Co.	"X" Below To Accept Option	Option Cost
		PRICING GOOD FOR 60 DAYS
<i>Option #1</i>		SUBTOTAL (excluding tax)* \$8,490.00
<i>Option #2</i>		EST. TAXES (actual taxes added to final invoice)
<i>Option #3</i>		50% DEPOSIT DUE WITH ORDER* \$4,245.00
Payment Information		BALANCE DUE UPON SHIPMENT* \$4,245.00
Remit payment to: The Verdin Company, PO BOX 23129, Cincinnati, OH 45223-0129 Purchaser responsible for sales tax, or must provide Verdin with tax exemption certificate.		*Add cost of accepted options to total purchase price and deposit.

Purchaser _____

Sales Representative **Stacey A. Dickerson, Area Manager**

Signature _____

Signature

By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.

Order not binding until signed by authorized Verdin representative.

Title _____ Date _____

Date _____ 3/6/2024

ADDITIONAL TERMS AND CONDITIONS

PURCHASE PRICE AND PAYMENT TERMS. The total purchase price is the amount shown on the Order Form plus the price of any Options accepted by Purchaser (the Purchase Price). Payment of the Purchase Price shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% non-refundable deposit with Order with the balance due upon shipment by Verdin. Verdin will not begin the manufacturing process until it has received the deposit and approved drawings for the Products.

CHANGE ORDERS. Verdin, in its discretion, may accept additions, deletions, or changes to this Agreement without invalidating this Agreement if such changes are authorized by a written amended purchase order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upon acceptance by an authorized Verdin representative.

FREIGHT. If freight charges are not included on the Order Form, such charges shall be added to Purchaser's final invoice.

TAXES. Unless otherwise noted, the Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxes or tariffs that may apply to the purchase of the Products or other services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon execution of this Agreement.

LATE FEE. Delinquent accounts that are unpaid for more than (45) days after issuance of a final invoice will bear interest at a rate of 1.5% per month, or 18% per year. Purchaser agrees to pay all reasonable collection costs and attorney's fees incurred in the collection of a delinquent account.

DELIVERY AND STORAGE OF PRODUCTS. Upon approval of drawings, Verdin will provide Purchaser with an estimated ship date for the Products. If Purchaser, for any reason other than Verdin's failure to supply the Products in accordance with the terms of this Agreement, requests that Verdin delay shipment of the Products more than 30 days beyond the estimated ship date, Verdin will store the finished Products and charge Purchaser a storage fee of \$250.00 per month, plus a \$500 logistics fee for loading/offloading and transporting the Products to and from storage. Upon placement of the Products in storage, Verdin will invoice Purchaser for the balance of the Purchase Price (less storage fees), which Purchaser agrees to pay within 30 days. Applicable storage charges will be added to Purchaser's final invoice when Products are shipped.

VERDIN INSTALLATION. If Purchaser elects to have Verdin install the Products, Verdin shall provide the labor and equipment necessary to complete the installation. Unless otherwise agreed by the parties, Purchaser shall provide at its own expense the following items and services: (i) off-loading and safe storage of the Products at the job site; (ii) design, engineering, and construction of a concrete foundation required for the post clock, including stainless steel anchor bolts; (iii) cranes, lifts, or hoists required to move or install the Products, including the operators of such equipment; (iv) all necessary electrical wiring in accordance with specifications furnished by Verdin, including all final connections to terminal strips, mounting of electrical panels, or splicing of wires; (v) any required permits, licenses, or stamps of engineering approval, and (vi) any necessary civil, structural, or electrical engineering services.

ADDITIONAL INSTALLATION FEES. For installations by Verdin, if the Products cannot be installed for any reason other than the failure of Verdin to supply the Products in accordance with the terms of this Agreement, Purchaser shall be responsible for paying the additional costs incurred by Verdin resulting from such delay, including without limitation, the fees or wages of Verdin's installation representatives, travel and lodging/meal costs, equipment rental costs, and storage costs. In addition, if Verdin's service technician(s) is required to return to the job site at a future date, Verdin shall charge the Purchaser an additional fee for installation services, and shall provide Purchaser with a written change order for such additional fees prior to performing the installation.

LIMITED WARRANTY. Verdin warrants each Product to be free from defects in materials and workmanship for three years following the installation, provided that it is maintained in accordance with instructions provided by Verdin. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period will be limited to the repair or replacement, at Verdin's discretion, of any nonconforming or defective Products upon examination of such Products by Verdin. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any damage caused by misuse, neglect, or natural disaster, such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO LIABILITY FOR DAMAGES. VERDIN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ACCEPTANCE. This Contract is subject to the approval and acceptance of an authorized representative of the home office of The Verdin Company.

GOVERNING LAW. The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.