


Customer: City of Norman, OK Contact : Date: 07/19/2024 Phone: 405-366-5355 Fax: 405-366-5417 Project: Quote #: 7066471 Opp #: OP-600537	Automatic - Municipal Tulsa 8335 S 89th W Ave Tulsa, OK 74131 Phone: 918-585-5703 Fax: 918-585-5707	 AUTOMATIC ENGINEERING <small>A COGENT COMPANY</small>
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Dear ,

We are pleased to offer the following quote as requested.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
1	2.00	Flygt NP3153 462-4 20/460/3	24,776.00	\$49,552.00
2	2.00	Mixed Flush Valve	5,204.00	\$10,408.00
3	1.00	Labor <ul style="list-style-type: none"> ■ 12 Hours Labor 45 Miles w/Boom Truck Freight 	2,405.00	\$2,405.00
			Total Quote:	\$62,365.00

Shipment: 4 - 6 week(s) after receipt of P.O.
FOB Point: Shipping Point
Terms of Payment: Upon Receipt
Freight: Best Way - Allowed
Quote Validity: 15 Days

We look forward to working with you on the current and future applications. Should you have any questions in regards to this quote or if we can be of any further assistance, please do not hesitate to contact us.

Quoted By:
Jacob Rippy
jrippy@cogentcompanies.com
405-594-9024

Salesrep:
Joel Kaufman
jrkaufman@cogentcompanies.com

STANDARD TERMS AND CONDITIONS

Price is FOB shipping point and does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 15 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of 'commercial transaction' invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised March 2022