



Wm. W. Meyer & Sons, Inc.

1700 Franklin Blvd. · Libertyville, Illinois 60048-4407 USA · P: (847) 918-0111 · F: (847) 918-8183

11/05/2024
Proposal # 00013398-0

ATTN: ION STEAR
POPLAR GROVE (VILLAGE OF)
200 N HILL ST
POPLAR GROVE, IL 61065
Phone # (815) 560-7399
Email: istear@testinc.com



RE: WM5280 Tuthill 5006

Dear Ion:

Wm. W. Meyer & Sons is pleased to provide the following proposal for your consideration:

Qty	Item# / Description	Price Each	Net Price
1	423ZZ000 - Complete Repair of Tuthill 5006-A6L2CV	\$5,275.00	\$5,275.00
1	Tuthill 5006 - New Tuthill 5006 Blower	\$7,023.00	\$7,023.00

Proposal Total \$12,298.00

Should you have any other questions or concerns, please feel free to contact me.

Sincerely,

Joe Kowalski
Wm. W. Meyer & Sons, Inc

*Celebrating 78 Years of Conveying Excellence
Air and Dry Bulk Processing Equipment*

Email: sales@wmwmeyer.com · Web: www.wmwmeyer.com, www.meyerindustrial.com, or www.meyercontractor.com



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QTY		EACH	TOTAL
1	Complete Overhaul of Blower	\$5,275.00	\$5,275.00

Shipping Schedule: 6 Weeks
Estimated Weight Each: 300 Lbs

Due to special type, features, or options quoted, this product may not be cancelled or returned unless prior written authorization is provided.

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QTY		EACH	TOTAL
1	Brand New Tuthill 5006, Drop in Replacement	\$7,023.00	\$7,023.00

Shipping Schedule: 4 Weeks
Estimated Weight Each: 300 Lbs

Due to special type, features, or options quoted, this product may not be cancelled or returned unless prior written authorization is provided.

Quoted by Joe Kowalski(jkowsalski@wmwmeyer.com)
Wm. W. Meyer & Sons, Inc

General compliance with NFPA/NEC standards should not be assumed by the purchaser unless explicitly noted in the proposal's content. The owner/purchaser has full and sole responsibility for such compliance in the use of this equipment purchased from Wm. W. Meyer and Sons, Inc.

All orders are subject to the Meyer Terms and Conditions submitted herewith. Your assent to such Meyer Terms and Conditions shall be conclusively presumed from your failure to object in writing and your acceptance of all or any part of the goods ordered. No addition to or modification of said Meyer Terms and Conditions shall be binding upon us unless specifically agreed to by us in a signed writing.

Terms will be determined upon credit review and approval.

Orders that exceed \$25,000 will require progress payment(s). Payable in U.S. Dollars.

Credit Card payments will incur a 3% processing fee that will be added to the total when processing the charges. Orders are payable in U.S.

Dollars. Proposal is valid for 30 days from the date on this proposal. Shipping Schedule: As noted above and does not include transit time. FOB Libertyville, Illinois. Unless otherwise stated, freight charges and any applicable taxes are NOT included above, but will be calculated and added to the total.

Note: Due to a 2018 U.S. Supreme Court Decision, local sales tax may now be added to your invoice. If you have a Tax Exempt Certificate, please furnish a copy of the Tax Exemption Certificate for the U.S. State the equipment is shipping to.

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Email: sales@wmwmeyer.com · Web: www.wmwmeyer.com, www.meyerindustrial.com, or www.meyercontractor.com



MEYER LIMITED WARRANTY PROVISION

GENERAL PROVISIONS AND LIMITATIONS

Wm. W. Meyer & Sons, Inc. (the "Seller") warrants to each original retail purchaser (the "Buyer") of its new products from the Seller or its authorized distributor that such products are at the time of delivery to the Buyer and during the Warranty Period, made with material and workmanship at the industry standard. No warranty is made with respect to:

1. Any product which has been disassembled, partially disassembled, repaired, or altered in such a way in the Seller's judgment, as to affect the product adversely.
2. Any product which has, in the Seller's judgment been subject to negligence, accident, improper storage or improper installation or application.
3. Any product whose performance or fitness for service is alleged to have been adversely affected due to the passage of time, or the exposure to materials, environments or operating conditions with abrasive or corrosive characteristics.
4. Any product which has not been operated or maintained in accordance with normal practice and with the recommendations of the Seller.
5. Components or accessories manufactured, warranted and services by others.
6. Any reconditioned or prior owned product.
7. Failure to return "unopened" components per Seller's instructions

Claims for items described in item 5 above should be submitted directly to the original manufacturer.

LIMITED WARRANTY PERIOD

The Seller's obligation under this provision is limited to repairing or, at its sole discretion, replacing, during normal business hours at its Libertyville plant or factory-authorized service depot, any part which in its sole judgment proved not to be as warranted within the applicable Warranty Period as follows:

Industrial Product Group

All rotary valves, diverters, gates, vacuum/pressure blower packages and all other air/material process equipment within this group, and consisting of all parts within each component or accessory package, are warranted to be free of manufacturing defects and defects in workmanship for 12 months from date of initial use or 18 months from date of shipment to first Buyer, whichever occurs first.

Engines, motors, compressors, controls and/or any accessory item furnished by the Seller but manufactured by others are warranted only to the extent of the original manufacturer's warranty.

Contractor Products Group

All insulation blowing machines and insulation removal vacuum machines are warranted to be free of manufacturing defects or defects in workmanship for 24 months from the date of shipment to the first Buyer, provided the machine(s) has been processing only material for its intended purpose – specifically insulation blowers and vacuums handling fibrous insulation material and air duct cleaning vacuums handling dust and typical air-deposited debris commonly found in air handling ducting systems.

Engines, motors, compressors, controls and/or any accessory item furnished by the Seller but manufactured by others are warranted only to the extent of the original manufacturer's warranty.

LABOR AND TRANSPORTATION

The Seller will provide labor, by Seller representative or authorized service personnel, for repair or replacement of any product or part thereof which in the Seller's sole judgment is proved not to be as warranted. Labor shall be limited to the amount specified in the Seller's labor rate schedule.

Labor costs in excess of the Seller's rate schedule amounts or labor provided by unauthorized service personnel is not provided for under this Limited Warranty provision.

All costs of transportation of product, labor or parts claimed not to be as warranted; to or from Libertyville, Illinois or an authorized service depot, shall be borne by the Buyer. The Seller may require the return of any part claimed not to be as warranted to its Libertyville, Illinois plant or a facility as designated by the Seller, transportation prepaid by the Buyer, to establish a claim under this warranty provision.

Replacement parts provided under the terms of the warranty are warranted for the remainder of the Limited Warranty Period of the product upon which installed to the same extent as if such parts were original components thereof.

RETURNED GOODS

All claims must be communicated to the Seller's Sales/Service personnel prior to shipment, at which time a Return Material Authorization number (RMA No.) will be issued. All shipping containers must be clearly marked with this RMA number. All returned goods must be shipped freight prepaid only and within 15 calendar days of return authorization. Failure to do so may result in refusal of the shipment and/or the warranty claim, delay in handling and/or additional charges.

DISCLAIMER – EXCLUSIVE REMEDY

THE FOREGOING WARRANTY IS EXCLUSIVE AND IT IS EXPRESSLY AGREED THAT, EXCEPT AS TO TITLE, THE SELLER DISCLAIMS THE EXISTENCE OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDY PROVIDED UNDER THIS WARRANTY SHALL BE THE SOLE, EXCLUSIVE AND ONLY REMEDY AVAILABLE TO BUYER AND IN NO CASE SHALL THE SELLER BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOSSES OR DELAYS HOWEVER CAUSED.

IN ANY EVENT, SELLER'S MAXIMUM LIABILITY FOR BREACH OF ANY WARRANTY OBLIGATIONS SHALL BE THE COST OF THE PRODUCT COVERED BY THIS LIMITED WARRANTY.

No statement, representation, agreement or understanding, oral or written, made by any agent, distributor, representative or employee of the Seller which is not contained in this Limited Warranty Provision will be binding upon the Seller unless made in writing and executed by a company officer of the Seller.

This Limited Warranty shall not be effective as to any claim which is not presented within 30 days after the date upon which the product is claimed not to have been as warranted. Any action for breach of this warranty must be commenced within one year after the date upon which the cause of action occurred.

Any adjustment made pursuant to this warranty shall not be construed as an admission by the Seller that any product was not as warranted.



MEYER TERMS AND CONDITIONS OF SALE

File No. 875-E-006

Effective 5-23-2018

1. **Modification of Terms.** Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth below and Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this document without prompt written objection thereto or from Buyer's acceptance of all or any part of the goods ordered. No addition to or modification of said terms and conditions shall be binding upon Seller unless specifically agreed to by Seller in writing signed by Seller. If the Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions set forth below, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Seller of any of the terms and conditions. Notwithstanding anything to the contrary in the Buyer's purchase order, Buyer waives any terms, conditions and warranties other than those contained herein and expressly provided by the Seller.
2. **Price.** Unless otherwise specified: (a) all prices, quotations, shipments and deliveries by Seller are f.o.b. Seller's plant; (b) all base prices together with related extras and deductions, are subject to change without notice and all orders are accepted subject to Seller's price in effect at the time of shipment; and (c) all transportation and other charges are for the account of Buyer, including all increase or decrease in such charges prior to shipment. Payment of said prices shall be due at the remittance address shown on the Seller's invoice 30 days after the date of Seller's invoice. Interest will be charged at the rate of 1 1/2% per month on all balances outstanding more than 30 days after the date of the invoice.
3. **Risk of Loss.** Seller's responsibility for damages in transit ceases upon delivery of goods to common carrier and Buyer then assumes responsibility for damage determination and collection from said common carrier.
4. **Delay.** All shipping dates given are approximate, and while effort is made to maintain schedules, Seller will not be liable for damage on account of delay. In case of delay by Purchaser in furnishing complete information, delivery dates may be extended for a reasonable time depending on factory conditions. The Seller shall not be responsible for reasonable or excusable delays nor shall the Purchaser refuse to accept delivery because of any such delays. Excusable delays include, without limitation, delays resulting from accidents, acts of God, strike or other labor difficulties, government controls or other intervention, inability to obtain labor, materials or services and other causes beyond Seller's control.
5. **Permissible Variations.** Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular mill practices concerning dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances; and variations consistent with practical testing and inspection methods; and regular trade practices concerning over and under shipment. In the interest of continuous product improvements, the Seller reserves the right to change, discontinue or modify the design and construction of any product or to substitute material equal to or superior to the originally specified, without notice to the Purchaser and without incurring any obligation.
6. **Limitation on Liabilities.** Seller's liability for any and all claims damages, losses and injuries arising out of or relating to Seller's performance or breach of any term herein shall not exceed the purchase price of the goods. **IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OR GOODWILL, LOSS OF USE OF EQUIPMENT OR FACILITIES, INCURRING OF MACHINERY OR FACILITY DOWNTIME.**
7. **Quality Assurance.** Seller shall have no obligation to ensure that any goods purchased from Seller meet any special Buyer quality assurance specifications and/or other special Buyer requirements unless such specifications and/or other requirements are specifically set forth in Buyer's purchase order and expressly accepted by Seller in writing signed by Seller. In the event that any such goods supplied by Seller in connection therewith, are applied to an end use without the appropriate specification and/or other requirement therefor having been set forth in Buyer's purchase order and expressly accepted by Seller, Buyer shall indemnify and hold Seller harmless against any and all damages or claims for damages made by any person for any injury, fatal or nonfatal, to any person or for any damage to the property of any person incident to or arising out of such application.
8. **Indemnity.** Buyer, for itself and its executors, administrators, successors or assigns, agrees to indemnify, defend and hold Seller and Seller's present and future officers, directors, employees, shareholders and agents (the "Indemnified Parties") harmless from and against any and all liabilities, penalties, fines, claims, causes of action, losses, damages, and costs and expenses incidental thereto (including, but not limited to, all costs of defense, settlement, reasonable attorneys' fees and other litigation expenses incurred in a judicial or administrative action), which any or all of the Indemnified Parties may hereafter suffer, incur, be responsible for or pay out as a result of: claimed personal injuries (including loss of use), damage to any property (public or private), directly or indirectly caused by, or arising out of Buyer's performance in connection with this transaction or any negligent or willful act or omission by Buyer or Buyer's employees or agents in connection with this transaction. Buyer further agrees to indemnify, defend and hold Seller harmless from any loss, claim or damage caused by negligence on the part of the Purchaser in the servicing, repair, modification, assembly, demonstration, or application of Equipment furnished by Seller.
9. **Claims and Remedies.** All products must be thoroughly inspected by the Buyer within 30 days of receipt of goods for purposes of identifying any defects in the condition of the goods. Written evidence of the date and results of this inspection must be kept and maintained by the Buyer as a condition of any remedy. Claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be presented in writing to the Seller promptly and, except where expressly specified otherwise, such claims are waived if not presented in writing to the Company within 30 days of their discovery by the buyer or eighteen months after receipt of the goods by Buyer, whichever occurs first. In no event shall any goods be returned, reworked or scrapped by Buyer without the express written and signed authorization of Seller. In the event that a claim is presented, Buyer's sole and exclusive remedy against Seller is for repair or replacement of the goods that are the subject of the claim. The repair or replacement shall be made at the sole discretion and option of the Seller, and only after the Buyer has delivered the subject goods to Seller and complied with any conditions of remedy, and only where, in the judgement of the Seller, the claim is material and valid.
10. **Cancellation.** Orders cannot be canceled by Purchaser under any circumstances without the Purchaser first reaching an agreement in writing with the Seller covering all damages. At a minimum, such an agreement must reimburse the Seller for all expenses incurred, including but not limited to, costs of purchased materials, engineering costs, and a reasonable mark-up to cover overhead and profit. In every event, written permission must be secured prior to returning goods for credit.
11. **Default in Payment.** Shipments and deliveries shall be subject to approval of Seller's Credit Department. If Purchaser fails to fulfill the terms of payment, Seller may defer further shipment or at its option, cancel the unshipped balance. Seller reserves the right, previous to making any shipment, to require from Purchaser satisfactory security for performance of Purchaser's obligation. No failure of Seller to exercise any right accruing from any default of Purchaser shall impair Seller's right in case of any shipment default of Purchaser.
12. **Patents.** The Seller shall not be liable for any costs or damages incurred by the Buyer as a result of any suit or proceeding brought against Buyer so far as based on claims (a) that use of any product, or any part thereof, furnished hereunder, in combination with products not supplied by the Seller or (b) that a manufacturing or other process utilizing any product, or any part thereof furnished hereunder, constitute either direct or contributory infringement of any patent of the United States. The Buyer shall hold the Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's design or specifications or instructions.
13. **Technical Assistance.** Unless otherwise expressly stated by Seller: (a) any technical advice provided by Seller with respect to the use of goods furnished to Buyer shall be without charge; (b) Seller assumes no obligation or liability for any such advice, or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods appropriate for the end use of such goods.
14. **Disclaimer of Warranty.** EXCEPT FOR THOSE WARRANTIES SPECIFICALLY AGREED TO BY SELLER AND DELIVERED TO BUYER, SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF SELLER, BY WORDS OR ACTIONS, OTHER THAN AS SET FORTH IN THIS SECTION SHALL CONSTITUTE A WARRANTY.
15. **General Warranty Provision.** The conditions of Warranty and Warranty Period are as stated in the specific warranty statement for each product manufactured by the Seller. Commodities not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Seller by the manufacturer and then only to the extent Seller is able to enforce such warranty or guarantee. Seller has not authorized anybody to make representation or warranty other than the warranty contained in the specific warranty statement.
16. **Complete Agreement.** The terms and conditions set forth herein, together with any other documents incorporated herein by reference constitute the sole and entire agreement between Buyer and Seller with respect to any order superseding completely any oral or written communications. No additions to or variations from such terms and conditions whether contained in Buyer's purchase order, any shipping release or elsewhere shall be binding upon Seller unless expressly agreed to in writing by Seller.
17. **Venue, Governing Law and Attorneys' Fees.** All orders are accepted by Seller at its mailing address in Libertyville, Illinois, and any disputes arising out of or relating to such orders shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any action arising out of or relating to an order, these terms and conditions of sales, or a claim for breach of warranty may be brought and adjudicated only in a court of competent jurisdiction in the County of Lake, Illinois, the jurisdiction and venue of which Buyer expressly consents to. In any such action, the court shall award to the Seller its reasonable attorneys' and experts' fees and costs in prevailing in the prosecution or defense of any action brought by or against it.
18. **Radioactive and Asbestos Exclusions.** Regarding nuclear/radioactive materials and asbestos, Buyer acknowledges that the goods manufactured and provided by the Seller are not to be used for the conveying, blowing or vacuuming of any materials that are radioactive in nature or which contain asbestos, asbestos fibers or vermiculite.
19. **Electronic Components.** All Electronic Components purchased from the Seller (including but not limited to: Motors, Clutches, Speed Switches, Solenoid Valves, Timer Boxes, Circuit Boards, and Remotes) are Non-Cancellable and Non-Returnable Items.