



550 E. State  
 Highway 153  
 Mosinee WI 54455  
 800-852-7415

# Quotation #QU-16758

Pavilion Pathway  
 09/30/2025

**Bill To**

Village of Ridgeway  
 208 Jarvis Street  
 Suite A  
 Ridgeway WI 53582

**Ship To**

Village of Ridgeway  
 206 Kirby St  
 Ridgeway WI 53582

Laurie  
 608-924-5881

[clerk@ridgewaywi.gov](mailto:clerk@ridgewaywi.gov)

Kafka Contact	Phone	Email
Mike Mezei	715-814-1731	<a href="mailto:mmezei@kafkagranite.com">mmezei@kafkagranite.com</a>

Lead Time	Est. Delivery Date	Shipping Method	Shipping Terms
1-2 weeks + shipping	TBD	LTL	Must have forklift or loading dock to offload

Quantity	Units	Item Number	Product Description	Unit Price	Line Total
4	TN	BEIBLE250-01W P	BEIGE BLEND WAX COATED PATHWAY MIX	\$360.00	\$1,440.00
4	TN		SUPERSACK BAGGING FEE	\$70.00	\$280.00
1	EA		LTL FREIGHT	\$791.00	\$791.00

**COMMENTS:**

Product yields approximately 100 sq ft per ton at 2" compacted. Do not install product when temps drop below 40 degrees.

**Subtotal** \$2,511.00

**Tax Total (5.5%)** \$0.00

**Total** \$2,511.00

**Customer Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*Upon signing this quote Customer accepts and agrees to be bound by Kafka Granite, LLC General Terms and Conditions.



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## General Sales Terms and Conditions

**I. Term:** This quote is only valid for 30 days from the Quotation Date set forth on page 1 (the "Term")

**II. Entire Agreement/Orders:** No order for Kafka Granite LLC, ("KG") materials and services shall be binding until Customer signs the quote on page 1 and upon signing the quote on page 1, Customer accepts and agrees to be bound by these General Sales Terms and Conditions which shall void and supersede all prior agreements and terms and conditions between KG and Customer (except for Kafka Credit Terms and Conditions, if applicable) relating to the materials ordered herein and shall govern over any other prior or future agreements or terms and conditions unless these General Sales Terms and Conditions are expressly waived in writing by KG. No provision of these General Sales Terms and Conditions shall be subject to modification or change in any manner except as agreed to in a writing signed by KG.

**III. Quantities:** All quantities listed on this quote are estimates only. Customer is responsible for payment of actual quantities ordered at the unit prices contained in the quote, subject only to changes in the unit price for orders placed after expiration of the Term or as provided herein. KG is not responsible for excess material required to complete the Customer's project. KG does not take responsibility or liability for any factors that add or reduce the quantity of materials required for the project. When Customer determines additional material is required to complete the project it is the Customer's sole responsibility to notify KG, so additional material can be ordered. Customer shall not hold KG liable for any costs or delays associated with ordering additional material. Additional ordered material is subject to availability and price adjustments. All material quantities are based on a per ton unit, unless otherwise specified or requested in writing by the Customer.

**IV. Delivery and Receipt of Materials:** Upon receipt of shipment it is the Customer's or Customer's agent (contractor, representative, engineer, architect or other site manager) responsibility to fully inspect the materials for damage or other problems. Customer shall, at the time of delivery of furnished material, inspect the same and immediately report in writing to KG any shortages, damages or defects therein which are reasonably observable by proper inspection. Customer's failure to inspect and report any shortages, damages or defects as required shall be treated as Customer's unqualified acceptance of the material delivered. Method and route of shipment will be at the discretion of KG unless specified otherwise by Customer and agreed by KG, and any additional expense of the method or route of shipment specified by Customer shall be borne by Customer.

**a. Delivery Rates:** All prices are F.O.B. point of origin at Kafka Granite Crushing Facility located at 1188 Ridgeview Road, Mosinee, WI 54455 or Kafka Granite Stone Fabrication Shop located at 2288 West Highway 153, Mosinee, WI 54455 unless otherwise specified by KG. All orders are subject to delivery rate charges, and delivery rates are available upon request and are based upon the rate the day the quote is created. The delivery rate is subject to change based on the freight rate at time of delivery.

**b. Schedule** Unless otherwise agreed to in writing, KG shall have no responsibility or liability for material deliveries that do not meet Customer's sequencing or schedule requirements. Delivery dates provided by KG in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. For materials to be fabricated pursuant to shop, architectural, or engineering drawings, customer understands and agrees that KG will not commence fabrication until such drawings are approved by Customer's engineer or architect, and KG will have no liability for any delay related thereto.

**V. Payment** All payments are Cash-On-Delivery (C.O.D.) unless a deposit or prepayment is required or Customer has completed a Credit Application which has been approved by KG and not revoked. Customers with established credit have 30 days from the Date of Invoice to pay all balances listed on the invoice. KG retains all rights to extend or revoke credit, in KG's sole discretion and to require updated credit information. If delivery is deferred by Customer, payment shall be due in full when KG is prepared to deliver the materials. The materials may thereafter, at KG's option, be stored at the risk and expense of Customer.

**a. Special Orders:** All special orders require a minimum deposit of 50% of the quote price prior to the commencement of work. This deposit may be increased in KG's sole discretion.

**b. Failure to Pay:** In the event Customer fails to make payment in accordance with the provisions herein, KG: (1) shall be entitled to interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is greater; (2) reserves the right to stop production, fabrication, delivery, or fulfillment of Customer's order until full payment, plus interest has been received and verified; and (3) reserves the right to require prepayment from the Customer prior to any production, fabrication, delivery, or fulfillment.

**VI. Pricing:** All prices shall be specified by KG. Prices are subject to change without notice after the Term. KG reserves the right to invoice at prices in effect at time of delivery if delivery is requested after expiration of the Term.

**VII. Tax:** All orders shall include Sales Tax unless Customer has on file with KG or provides KG at the time of signing this quote, a valid exemption certificate. Customer must re-file exemption certificate with KG every calendar year.

**VIII. Cancellations:** Accepted quotes are NOT subject to cancellation, except with KG's written consent. Customer shall be responsible for all costs, charges or fees incurred by KG to process or fulfill the order up to the time of request for cancellation. In the event such cancellation is accepted including by KG, the costs, charges and fees may equal or exceed the full amount of the quote.



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**IX. Construction: Jurisdiction: Waiver of Jury Trial:** This quote shall be deemed to have been entered into and consummated in the State of Wisconsin and shall be governed by and construed pursuant to the laws, without regard to the law of conflicts, of the State of Wisconsin. The Marathon County Circuit Court in the State of Wisconsin shall have exclusive jurisdiction and venue over any dispute arising hereunder. To the fullest extent permitted by law, the right to a jury trial is waived by all parties.

**X. Attorneys Fees:** Customer is responsible to KG for all attorneys' fees and costs KG may incur in (a) enforcing any provision of this quote, or (b) in connection with the successful defense or settlement of any claim or demand made by Customer.

**XI. Liens and Claims:** To the fullest extent allowable by law KG retains all lien rights and claims against property or project for supplying materials to the Customer. Customer shall be fully responsible for all payments and claims. If Customer is not the Owner or responsible party for liens, then Customer will, on behalf of KG, notify all necessary parties to comply with all requirements under the law to establish and maintain KG's lien rights. Upon full payment KG will release all lien claims against Customer and the project.

**XII. Warranty:** Customer acknowledges that Customer has selected and ordered materials based on Customer's own skill and judgment and agrees that Customer is responsible for ensuring that the materials selected are fit for Customer's purpose. KG shall not be responsible for any selection made by Customer and will not have any liability to Customer for any loss, damages, costs or expenses suffered by Customer as a result thereof. KG warrants only that such goods have been produced in accord with KG's standard practices with regard to materials and workmanship and no samples or prior description of materials shall constitute an express warranty. If materials are nonconforming, KG, at its option will either (i) allow Customer to return the materials and receive a refund or (ii) repair or replace the materials. No materials are to be returned to KG without KG's prior written consent. KG HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KG shall have no obligation under this warranty if damage occurs because of improper handling, modification, abuse, or misapplication by Customer or others.

**XIII. Limitation of Liability:** KG's liability on any claim for loss or damage arising out of this transaction or from performance or breach thereof or connected with any materials or services supplied hereunder, or the sale, resale, operation or use of materials, whether based on breach of contract, warranty, tort (including but not limited to negligence, misrepresentation, and strict liability) or other grounds, shall not exceed the price allocable to such materials or services or part thereof involved in the claim, regardless of cause or fault. Customer's remedies are limited to the return of nonconforming goods materials and repayment of the price, or to the repair and replacement of non-conforming goods subject to the provisions of Paragraph XII. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between KG and Customer and constitutes the basis of the parties' bargain, without which KG would not have agreed to the price or terms of this transaction.

**XIV. Waiver of Consequential Damages:** KG shall not under any circumstances be liable, whether as a result of breach of contract, warranty, tort (including but not limited to negligence, misrepresentation, and strict liability) or other grounds for incidental, special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of goods, materials, equipment or associated products, business interruption, cost of capital, cost of substitute materials, facilities or services, downtime costs, liquidated or delay damages, or claims of clients or customers of Customer for such damage.

**XV. Indemnification:** Customer shall indemnify, defend, and hold harmless KG from and against all claims, liabilities, costs and expenses (including, but not limited to, those related to injury or to death of Customer's employees) arising from or connected with the possession, handling, incorporation into construction, or other use of the materials by Customer or others. Customer also agrees to indemnify, defend, and hold harmless KG from any patent or other intellectual property claims related to any KG materials made in accordance with designs or specifications of Customer or provided by Customer in relation to Customer's project.

**Customer Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_