

Carus LLC
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Peru, IL 61354
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Toll Free: (800) 435-6856

CARUS LLC QUOTE



DATE: August 14, 2024
QUOTE: QUO-10267-L7W3K8
REVISION: 0

SALES REPRESENTATIVE: Tim Postula

EFFECTIVE FROM: 9/16/2024
EFFECTIVE TO: 9/16/2025

TO:

BILL TO:
ROCHELLE, CITY OF

420 NORTH 6TH STREET

ROCHELLE, IL
USA

SHIP TO:
ROCHELLE, CITY OF

860 S 7TH ST

ROCHELLE, IL 61068-9307
USA

CUSTOMER NUMBER: 018014

PRODUCT	UOM	QUANTITY	PRICE PER UNIT	EXTENDED PRICE
2400-765-185 - AQUADENE MP 4040 50 LB BAG	Pound	10,000.00	\$2.4900	\$24,900.00

PAYMENT TERMS: NET 30 DAYS

SHIPPING METHOD:

FREIGHT TERMS: FOB DESTINATION

TAX EXEMPT: No

TAX RATE (%)

PRODUCTS	\$24,900.00
TAX	\$0.00
* FREIGHT CHARGES	\$0.00
TOTAL	\$24,900.00

COMMENTS: In accordance with the terms listed in the ITB for Water and Wastewater Reclamation Treatment Chemicals for RMU.

Barbie Smith/ Inside Sales and Customer Support Manager

City of Rochelle

Thank you for considering Carus and for the opportunity to quote your chemical needs. To place an order, please call 800-435-6856 or 1-815-223-1500 or email orders@carusllc.com. Please note our Supply Chain Service Standard <http://www.carus.stg.3whst.com/home/service-standard>.

Freight Charges include shipping and handling charges. The freight costs are current as of this date and are subject to change based on actual ship date.

In addition to the purchase price, Buyer shall pay Seller the amount of all new and additional governmental taxes, excises, duties and/or other charges (except taxes on or measured on a net income) that Seller may be required to pay with respect to the production sale or transportation of any material delivered hereunder.

This quotation is subject to our standard terms and conditions, and shall remain open for thirty (30) days unless otherwise stated above. If not accepted within thirty (30) days, Carus LLC shall have no liability or obligation under this quotation. This quotation is made for the sole purpose of sourcing the prospective buyer's purchasing needs. As such, none of the information contained herein may be disclosed to any third party without Carus LLC's written consent.

COMPANY QUOTE

These Terms and Conditions of Sale bind Company identified as the "Seller" and its customer identified as the "Buyer" regarding the purchase and sale of goods.

GENERAL TERMS AND CONDITIONS

1. **Applicability.** Notwithstanding any inconsistency that may be embodied in your purchase order, we accept your order subject to the written contract between us or if no such contract exists, the terms and conditions contained herein and on the reverse side hereof ("General Terms"), as well as the terms and conditions relating to gas, gas cylinders and cylinder valves, to the extent applicable ("Supplemental Terms" collectively referred to with the General Terms herein as "Terms"), which Terms shall govern, and your acceptance and receipt of the goods shipped hereunder shall, without any further action, constitute assent to such Terms. These Terms prevail over any of Buyer's general Terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. **Title and Risk of Loss.** Unless otherwise stated on the invoice, title to the goods and risk of loss shall pass to Buyer, and Seller's liability as to delivery shall cease, upon delivery of the goods to carrier at the shipping point. The carrier shall thereafter act as Buyer's agent. All goods are shipped at Buyer's risk. Buyer's receipt of any goods delivered hereunder shall be an unqualified acceptance of and a waiver by Buyer of its right to make any claim with respect to such goods unless Buyer gives Seller notice of claim within ten (10) days after such receipt. Buyer assumes all risks and liability for the results obtained by the use of any goods delivered hereunder in any further processes of Buyer or in combinations with other substances. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the goods at the destination.

3. **Delivery.** Seller may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. If for any reason Buyer fails to accept delivery of goods or if Seller is unable to deliver the goods because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the goods shall immediately pass to Buyer; (ii) the goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the goods until Buyer picks it up or pays for it to be transported, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. **Non-Delivery.** The quantity of the goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. The Seller shall not be liable for any non-delivery of goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity delivered.

5. **Limited Warranty and Limitation on Liability.** Seller warrants that goods delivered hereunder meets Seller's standard specification for the goods or such other specifications as have been expressly made as part of these Terms and that such goods are adequately contained, packaged and labeled and conforms to the promises and affirmations of fact made on the container and label. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER MAKES NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. STENOGRAPHIC AND CLERICAL ERRORS ARE SUBJECT TO CORRECTION BY SELLER WITHOUT LIABILITY. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSS, LOSS OF PROFITS OR REVENUES, OR DIMINUTION IN VALUE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, NOTWITHSTANDING THE FOREGOING, NO GOODS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.

6. **Force Majeure.** Seller shall not be liable for its failure to perform hereunder by reason of acts of God, war, civil commotion, strikes, epidemics, fires, cyclones, floods, or labor, production or transportation difficulties, shortages of goods, power, fuel, equipment, transportation or labor, or inability to obtain same without litigation or the payment of penalties, premiums or unusual prices or embargoes, providential, or physical causes, existing or future, or due to any governmental law, regulation, order, request, instruction or injunction, whether valid or invalid (including but not limited to priorities, requisitions, allocations, and price adjustment restrictions) or any cause beyond the reasonable control of Seller, thereby interfering with the production, shipment or receipt of goods as herein contemplated.

7. **Compliance with Law.** Buyer shall maintain appropriate safe handling and use procedures for the goods and will apprise its employees and customers of the hazards, proper use and handling requirements of the goods, and shall comply with the OSHA Hazard Communication Standard, as amended. Seller hereby certifies that the materials subject to this purchase order were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof. Seller shall comply with the provisions of the Fair Labor Standard Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended, and Equal Employment provisions of Executive Order 11246, as amended 41 CFR §§ 60-1.4, 60-250.5 and 60-741.5, which equal opportunity clauses are hereby incorporated by reference, to the extent applicable.

8. **Export Control Regulations.** All goods sold by Seller is subject to the export control laws of the U.S., and Buyer agrees not to divert or resell the goods contrary to such laws. If any license or consent of any government or other authority is required for the acquisition, carriage or use of product by Buyer, Buyer will obtain the same at its expense and provide evidence of the same to Seller on request. Failure to do so will entitle Seller to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefor. Any expenses or charges incurred by Seller resulting from such failure will be paid for by Buyer within ten (10) days of receipt of Seller's written request.

9. **Indemnification.** Buyer assumes full responsibility for and liability arising out of unloading discharge, storage, handling, use and disposal of any goods or container, including the use of such goods or container alone or in combination with other substances; compliance or non-compliance with any laws or regulations relating thereto; and damage to or destruction of returnable containers from any cause whatsoever after delivery to Buyer and until their return to Seller in good condition. Buyer shall defend, indemnify and hold harmless Seller, its representatives and employees, from and against all losses, liabilities, damages and expenses made against or incurred by Seller and its representatives and employees, arising out of any claim, suit or proceeding by any governmental agency or any third parties (including without limitation any employee of Buyer or any family member which claim, suit or proceeding alleges death, personal or economic injury or damages to any private or public property or resources caused or contributed by the goods or container if such death, injury or damage occurred subsequent to shipment of the goods by Seller from its plant or warehouse except to the extent such is solely and directly caused by the failure of the goods to meet Seller's standard physical and chemical specifications.

10. **Seller Specifications.** All goods, unless otherwise agreed, are to be within the limits of sizes, weights, and other specifications published by Seller and subject to Seller's standard variations.

11. **Inspection and Rejection of Non-Conforming Goods.** Buyer shall inspect the goods within five (5) days of receipt ("Inspection Period"). Non-acceptance of Non-Conforming Goods sold to conform to special specifications must be made in writing no later than ten (10) days after delivery along with written evidence or other documentation required by Seller. Failure to do so shall be acceptance of the goods as shipped. Non-Conforming Goods means only the following: (i) goods shipped is different than identified in Buyer's purchase order; or (ii) a particular good's label or packaging incorrectly identifies its contents. In the event of any complaint, shipment shall be held intact, and a specification of objections, accompanied by tally of the alleged Non-Conforming Goods, shall be submitted directly to Seller. If requested by Seller, Buyer shall provide a requested sample of the purported Non-Conforming Goods, at Buyer's expense. If Buyer timely notifies Seller of any Non-Conforming Goods, Seller shall in its sole discretion, (i) replace such Non-Conforming Goods with conforming goods, or (ii) credit or refund the Price for such Non-Conforming Goods. If full credit is allowed by Seller for non-conforming goods and unless otherwise set forth in a limited warranty or other warranty provided by Seller, the goods must be retained intact at the delivery point, and Seller shall have 90 days from the date of such allowance to dispose of such goods as it determines. Under no circumstances is the goods to be returned to Seller unless Buyer has written permission of an authorized representative of Seller to do so and obtains written instructions from Seller's order entry department. If Seller exercises its option to replace the Non-Conforming Goods, Seller shall, ship to Buyer, at Buyer's expense and risk of loss, the replacement goods. Buyer acknowledges and agrees that the remedies set forth in this Paragraph 11 are Buyer's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under this Paragraph 11, all sales of goods to Buyer are made on a one-way basis and Buyer has no right to return goods it purchased to Seller.

12. **Cancellation.** Accepted orders are not subject to cancellation without the Seller first being reimbursed for any and all direct, out-of-pocket expenses incurred as a result of cancellation, including reasonable overhead and profit attributed to the goods subject to such cancellation.

13. **Quantity.** For bulk goods shipments, if Seller delivers to Buyer a quantity of up to 10% more or less than the quantity set forth in Seller's confirmation of receipt of Buyer's purchase order ("Acknowledgment"), Buyer shall not be entitled to object to or reject the goods or any portion of them by reason of the surplus or shortfall and shall pay for such goods the price set forth in the Acknowledgment.

14. **Price.** In addition to the purchase price, Buyer shall pay Seller the amount of all new and additional governmental taxes, excises, duties and/or other charges (except taxes on or measured by net income) that Seller may be required to pay with respect to the production, sale or transportation of any goods delivered hereunder. AU prices are subject to change by Seller without notice unless otherwise specified.

15. **Payment.** Buyer shall pay all invoiced amounts due to Seller within thirty (30) days of Seller's invoice. Unless otherwise stated, invoices are payable in U.S. funds at par. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

16. **Security Interest.** Seller reserves and Buyer grants to Seller a purchase money security interest in all goods sold and any receivables or cash from resale thereof to secure the full payment and performance by Buyer of its liabilities and obligations to Seller. Buyer shall be in default under these Terms, and the security interest created hereunder shall become enforceable if: (a) Buyer fails to pay the balance of the invoice value when due or fails to remedy any other default within ten (10) days after being notified of such default by Seller; (b) Buyer threatens, in the sole determination of the Seller, appears to or ceases to carry on its business or substantially changes the nature of its business; (c) Buyer becomes or acknowledges being insolvent, becomes bankrupt or generally takes measures to arrive at a compromise, an arrangement or an agreement with its creditors, or arrives at the liquidation of its assets or its bankruptcy; (d) proceedings are instituted against Buyer in order to liquidate its assets or declare it bankrupt, which are not diligently contested by Buyer and are not dismissed or cancelled within twenty-one (21) days from the day on which they are instituted; (e) a prior notice is given by a creditor purporting to hold or holding a prior claim of its intention to exercise its purported or prior claim or any other security interest, or if such right or security interest is exercised or if a secured creditor takes possession or appoints a receiver with respect to any part of the goods sold; or (f) an order of execution is filed against the Buyer or a seizure is brought against the goods sold and should it not be quashed within ten (10) days thereafter. Buyer acknowledges that Seller may file a financing statement and agrees to execute and deliver such documents as Seller may request in order to perfect its security interest.

17. **Termination.** In addition to any remedies that may be provided under these Terms, Seller's obligations may terminate with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due and such failure continues for five (5) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. **Assignment.** The respective successors and assigns of parties hereto shall be bound hereby, but none of Buyer's rights or obligations hereunder shall be assigned without Seller's prior written consent.

19. **Limitations Period.** The parties hereto agree that a limitations period of one (1) year shall apply to any disputes arising from this contract. Claims not commenced within one (1) year shall be barred.

20. **Governing Law and Jurisdiction.** The parties hereto agree that all of the provisions of this contract and any questions concerning its interpretations and enforcement shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles, and the ordering and delivery of goods shall be deemed to be the transaction of business within the State of Illinois for purposes of conferring jurisdiction upon courts located within the State. The parties agree that any litigation arising out of this contract shall be brought only in the federal or state courts in the State of Illinois and both parties consent to jurisdiction of said courts. Buyer may not bring any action under or arising from this contract unless such action is commenced within one year after the cause of action accrues.

21. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. **Amendment and Modification.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party,

23. **Entire Agreement.** This order, the Terms contained herein, the Supplemental Terms, together with any documents attached hereto or incorporated herein by reference, constitutes Seller's and Buyer's entire understanding about the goods described herein