



Date: 10/21/2024  
 Quote # C3956-C3923-10.21.24-4107

**Customer:**

McKinney, Jamison  
 Lexington WWTP, Town Branch  
 (859) 425-2255  
 jmckinney@lexingtonky.gov

**Quote is valid for 30 days**  
 Quote by: Trowbridge, Tyler  
 Customer PO #  
 PEP PO#  
 Fed Id:  
 Tax Exemption:

Qty	Part No.	Description	Unit Price	Total Price
1.00	Rotamat Wash & Press WAP Size:2	Huber Equipment # 286229 Rotamat Wash & Press WAP Size:2 5000x1026	68,013.00	68,013.00

**Special Notes and Instructions**

**Freight:** Included  
**Freight Estimate:** \$0  
**Total :** \$68,013.00  
 3% service fee applied to all credit card payments.

<b>Bill To:</b>	<b>Ship To:</b>	<b>Ship VIA:</b>	<b>Ship Date:</b>
	301 Jimmie Campbell Drive, Lexington, KY, 40504		

**TERMS AND CONDITIONS PURCHASE ORDER**

1. The Purchase Order consists of this Agreement and any Exhibits attached hereto. These documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. Any provision in any invoice, acknowledgement or other writing furnished by the Buyer subsequent to the execution of this Agreement that conflicts with any provision of this Agreement shall be null and void and of no force or effect. This Agreement may not be supplemented, amended or modified other than by a writing executed by an authorized officer of the Buyer and Pelton Environmental Products, Inc. (PEP).
2. All claims, disputes and other matters in question arising out of, or relating to, this Purchase Order or the breach thereof, shall be decided by arbitration.
3. This item 2 shall not be deemed a limitation on any rights or remedies, which PEP may have under any Federal or State mechanics' lien laws or under any applicable material payment bonds unless such rights or remedies are expressly waived by PEP.
4. The scope of supply shall be limited to only those items specifically detailed in the proposal or exhibits.
5. PEP shall endeavor to furnish material per the original manufacturers projected delivery times. PEP shall not be responsible for manufacturer delivery times that exceed projected time or dates.
6. If submittals are required by PEP, submittals are 4-6 weeks from approved PO. Resubmittals will be 3-4 weeks from receipt of returned submittal.
7. If O&Ms are required, availability will be 4-6 weeks after submittal approval or equipment release date if submittals are not required.
8. This Purchase Order may not be sublet or assigned, in whole or in part (voluntarily or by operation of law), by the Buyer without the prior written consent of PEP.
9. PEP shall take reasonable safety precautions with respect to on site delivery of materials and shall comply with safety measures indicated by the Buyer and with all applicable laws, ordinances, rules, regulations and orders for the safety of persons or property. Without limiting the generality of the foregoing, PEP shall be responsible for insuring that all on site deliveries are performed in accordance with the regulations of the Occupational Safety and Health Administration and other government agencies with responsibility for health and safety. The Supplier shall report to the Buyer within three (3) days any injury to an employee or agent of the Supplier that occurs at the Project site. Buyer shall make supplier aware of any damaged or misplaced items within 24 hours of delivery to site.
10. If hazardous substances of a type of which an employer is required by law to notify its employees are being delivered to the Project site by PEP, or his agent, PEP or anyone directly or indirectly employed by them, shall, prior to harmful exposure of any employees on the Project site to such substance, give written notice of the chemical composition thereof. In order to comply with OSHA regulations and sufficient sets of MSDS reports
  - a. shall be furnished to the Buyer prior to delivery and in sufficient detail and time to permit compliance with such laws by the Buyer. Without limiting the generality of the foregoing, PEP shall furnish the Buyer with a Hazardous Materials Plan including Material Safety Data Sheets with respect to all such hazardous substances and take all precautions necessary to insure that containers of such substances are properly labeled.
11. Payment terms are 100% net 30 days upon delivery.
12. No start-up, training or installation assistance is provided unless specifically mentioned elsewhere in the documents.
13. Prices shown do not include any applicable taxes or fees.
14. Prices are valid for 30 days beyond proposal date.
15. Freight terms are prepay and add unless specifically mentioned elsewhere.
16. PEP adheres to affirmative action to comply with all current equal employment regulations, laws and executive orders of the Federal, State, and Local Governmental bodies which have made it unlawful to discriminate with respect to equal employment opportunity because of race, color, creed, sex, age, handicap, Vietnam Veteran status, or national origin, in accordance with, but not limited to PEP "Notice of EEO Policy" available upon request. This Company adheres to the State EEO Covenant Appendices A & B of the Governor's Executive Order of 1972
17. Pricing information contained here is a trade secret of Pelton Environmental Products. Pursuant to your state's public records law (including Ohio Revised Code § 149.43(A) (1) (v), Indiana Code § 5-14-3-4(a) (4), Kentucky Revised Statutes § 61.878(1) (c) (1)), these trade secrets shall not be disclosed for public inspection or in response to a public records request. You agree to notify Pelton of any request for public disclosure and provide Pelton sufficient opportunity to protect its information.
18. Place orders to Pelton Environmental Products, Inc. 8638 Cotter St., Lewis Center, OH 43035.