



## Quotation

January 10, 2023

LFUCG  
 Attn: Brad Pennington  
 bpennington@lexingtonky.gov

**Re: LFUCG Town Branch Boerger Pump**

Dear Mr. Pennington,

We are pleased to provide the following quote for the below listed equipment:

Item#	Part Number	Description	Qty.	Total Price
1	PC5SARCFAAA AGCCC15	Boerger Rotary Lobe Pump CL520 Product series: BLUEline Version: Classic Casing: One-piece Blockcasing from Grey Cast Iron EN-GJL-250 (GG25) with easily replaceable axial and radial casing liners Axial casing protection liners from Hard Metal Radial casing protection liners from Hard Metal (MIP®) Rotor geometry: Tri-lobe, screw form, almost pulsation- free, baseparts from EN-GJS-400-15 (GGG40), with pushed-on tips, easily replaceable Rotor coating: NBR Free ball entry D = 50 mm Displacement: 5,2 l/rev Shaft seal: single-acting mechanical seals, type LW Material code according EN 12756 [DIN 24960]: R1 R1 P D Seal faces: Duronit V/Duronit V Dynamic O-rings: NBR Seal holding bushes: 1.0503 Stationary O-Rings: NBR	3	\$45,593.14
2	1300000030	CL520 to 6in ANSI Flange	6	Included
3		Shipping	1	\$650.00
			<b>TOTAL PRICE</b>	<b>\$46,243.14</b>

The above price does not include freight to the jobsite. Federal, state, and local taxes, or any equipment item or service not specifically listed are not included in the above pricing.

Thank you for the opportunity to offer our quotation. Please do not hesitate to contact us immediately if you should have any questions.

Sincerely,

*Dean Sizemore*

The Henry P. Thompson Company

**THE HENRY P. THOMPSON COMPANY  
TERMS AND CONDITIONS OF SALE**

**The following Terms and Conditions are an integral part of The Henry P. Thompson Company's offer to sell the equipment and/or services offered in this proposal.**

**PRICES:** Published prices and quoted prices, unless otherwise specified are subject to change without notice. Invoiced prices will be those in effect at time of payment. Published prices and quoted prices do not include sales tax. Sales tax is due and payable upon receipt of the goods unless otherwise specified, tax certificate has been provided prior to shipment. All quotations and agreements, unless otherwise expressly stated, will be F.O.B. point of manufacture.

**DELIVERY:** While we will endeavor to schedule your work order for delivery in accordance with your instructions, we do not guarantee or assume liability for failure to meet any scheduled delivery date. Referred deliveries are subject to Seller's approval and then only under terms that will reimburse Seller for any costs incurred in anticipation of production together with any resulting storage, handling, or carrying charges.

**INTERPRETATION:** Seller's offer contained in this proposal is limited to acceptance of all its terms and conditions contained herein. Upon acceptance by the Buyer, this writing shall constitute the entire agreement between Seller and Buyer. Any additional or different terms provided by the Buyer on any written acknowledgment or purchase order are not part of the contract between the Seller and Buyer and therefore are not binding upon the Seller. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Acceptance or acquiescence in a course of performance rendered under meaning of this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of nature of the performance and opportunity for objection. Whenever a term defined by Uniform Commercial Code is used in this contract, the definition contained in the Code is in control.

**MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party against whom the modification is sought to be enforced.

**PERFORMANCE:** The Seller shall be excused if performance is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials, and also by any cause beyond the control of the Seller, including, but not restricted to, acts of God, floods, fires, storms, acts of civil and military authorities, war, and insurrections.

**TERMS OF PAYMENT AND FAILURE TO PAY:** Our normal terms of sale are 1% 10 Net 30. **Account must be current to discount invoice. Discount is not allowed on an invoice when retainage has been withheld.** Accounts 60 days past due will either have shipment held, or start-up delayed until all payments due are made or arrangements satisfactory to us are agreed upon. If, in our judgment, we feel that for our mutual protection it is advisable to exercise lien rights, this should not be construed as derogatory action. Normally, this action would be taken when a specific job has encountered financial problems and after consultation with our customer. Such rights are not exclusive and are in addition to any other right or remedy we may have and the exercise shall not prejudice any claim for damages we may assert, including reasonable attorney's fees incurred in collecting delinquent accounts.

**CANCELLATION:** Special equipment is not subject to cancellation. Where a cancellation is requested and it is not found practical to stop manufacture a 40% restocking fee will be assessed.

**AUTHORITY OF SELLER'S AGENTS:** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the Buyer.

**ASSIGNMENT - DELEGATION:** No right or interest in this Contract shall be assigned by the Buyer without the written permission of the Seller, and no delegation of any obligation owed, or of the performance of any obligation by the Buyer shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**EXPRESS WARRANTIES:** Equipment & Parts not manufactured by the Seller carry only the warranty of the manufacturer of said parts. Seller does not make any express or implied warranty for equipment and/or

parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. It is further agreed that the Buyer must inspect all shipments within 48 hours to determine if there was damage in transit or shipment and shall file a claim with the carrier accordingly. It is further agreed that the Seller assumes no liability whatsoever for failure of equipment due to normal usage and wear.

**DISCLAIMER: SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM THIS AGREEMENT.**

**APPLICABLE LAW:** the Uniform Commercial Code shall govern This Contract. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Ohio as effective and in force on the date of this Contract.

**CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.**

**CLERICAL ERRORS:** We are not responsible for printer's errors made in any of its publications and other forms of printed matter, or for any stenographic and clerical errors. All such errors are subject to correction.

Respectfully Submitted,	We accept the offer to sell the material and equipment as quoted, in accordance with the terms and conditions herein.
SELLER:	BUYER:
The Henry P. Thompson Company	LFUCG
NAME: Dean Sizemore	NAME: Brad Pennington
BY: <i>Dean Sizemore</i>	BY:
TITLE: Plant Sales	TITLE:
DATE: January 10, 2023	DATE:

DELIVERY INFORMATION
NAME:
ADDRESS:
PHONE:
EMAIL:
PURCHASE ORDER #: