



# Sales Quotation

Quote Number: 00095037

Terms:  Net 30 Days  Credit Card  Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at, attached, which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the Seiler Maximum Liability and Indemnification Agreement, attached, version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: Linda Gorton

Date: 3/25/2024

Name: Linda Gorton

Title: Mayer

## General Terms and Conditions

**Seiler Instrument and Manufacturing Company, Inc. (“Seiler”) has always had a “complete satisfaction” purchase policy and we will try to work with you to resolve any merchandise issues that you may have.**

Seiler’s acceptance of an order from you is expressly made conditional and contingent upon your agreement to these General Terms and Conditions of Sale, and Seiler agrees to furnish the products to you only upon these terms and conditions. Notwithstanding delivery of goods, no term or condition in communications from you shall be binding on Seiler unless specifically accepted in writing by Seiler. Any terms and conditions which are in addition to or different from those contained herein are hereby considered material, objected to, and shall be of no force or effect.

Any amounts not paid when due shall bear interest at a rate equal to the lesser of: (a) 18% per annum, or (b) the highest rate allowed by law. If, in Seiler’s judgment, your financial situation becomes unsatisfactory, Seiler may require full or partial payment in advance of manufacturing and/or delivery, or cash payments or delivery by you of satisfactory security before the goods are shipped. In addition, Seiler reserves the right, among other remedies, to suspend further deliveries. In the event it becomes necessary for Seiler to employ legal counsel or to bring an action at law, in equity, or other proceeding to enforce any provision of this order and/or these General Terms and Conditions of Sale, Seiler shall be entitled to recover its costs and attorney’s fees from you if Seiler is the prevailing party on any or all of its claims in such action or proceeding.

Except for your obligations as to payment for the goods, neither party shall be in default by reason of any failure in performance under this order in accordance with its terms and conditions if such failure arises out of causes beyond the control and without the negligence of the party involved. Such causes include, but are not restricted in any way to, acts of God, acts of government, war, riot, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

This order shall in all respects be subject to, governed by, and interpreted in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflicts of law rules or principles that could cause application of the law of a jurisdiction other than the State of Missouri. You expressly agree to submit and consent to the jurisdiction of any federal, state or local court located in St. Louis, Missouri, with respect to any controversy arising out of or relating to this order or any amendment, supplement or transactions in connection with this order.

This order may not be amended or modified except by a written agreement signed by Seiler and you.

**Rental Terms:** [See attached](#) or contact us at 888-263-8918 or [email us](#).

**Blogs:** When you subscribe to our Mapping/GIS and or Survey Blogs you will automatically be subscribed to our News|Press.

## **Seiler Shipping and Return Policy:**

### **Shipping**

Most orders received M-F before 2 p.m. CST will ship the same day if the item is in stock. If an item is on back-order, you will receive notification via email or the delay and expected time of shipment. Title and risk of loss in all goods sold to you shall pass to you upon Seiler's delivery to the carrier at your delivery point. Seiler assumes no liability for loss, damage, or consequential damages due to delays in shipment.

### **Tracking**

Seiler will send an email at time of package shipping which will include a UPS tracking number. You can track your shipment progress online at <https://www.ups.com/track>.

### **Sales Tax**

All prices quoted to you are exclusive of any taxes, the sole responsibility for the payment of which shall be yours. Seiler is required to collect tax in the following states: Arkansas, California, Missouri, Florida, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Missouri, Nebraska, South Carolina and Wisconsin.

### **Shipping charges**

There is a minimum \$5.00 charge on all shipments. The freight charges will be calculated using the current UPS rates, rounded up to the next \$5.00 increment to cover any handling and packaging charges.

### **Seiler Return Policy:**

Non-returnable items: Any consumable supply items including, but not limited to; spray paints, lathes, tape, some types of software, etc. Also, software is not returnable after 30 days from the date the customer receives access to the software.

### **Return Procedure**

If you choose to return merchandise you must request a Return Merchandise Authorization (RMA) via email to [returns@seilerinst.com](mailto:returns@seilerinst.com) before making a return.

1. Requests for return authorization must be made within seven (7) calendar days of receipt of the product and must be returned "pre-paid freight" within 7 days of return authorization. **Customers wishing to return items please call 800-489-2282, ext. 120 and ask for a return authorization number or you may email us at [returns@seilerinst.com](mailto:returns@seilerinst.com)**

1. Requests for return authorization must be made within seven (7) calendar days of your receipt of the product, and the goods must be returned “pre-paid freight” within seven (7) calendar days of issuance of a RMA; otherwise, you will be deemed to have accepted all of the goods without qualification.

**Note:** If you request a RMA via e-mail, please reference your order number and company name in the subject line. Once you receive instructions from Seiler that include your RMA, please ship or return the goods (freight prepaid) to the office from where they were purchased, unless otherwise notified by Seiler. Please retain a copy of the RMA number and shipping receipts for your records until the return has been completely processed because this information and these documents are your proof that your return request was approved. Merchandise which is: returned without authorization, or in used condition, or not in its original packaging, will be refused and returned to you, and the carrier will charge you (and you agree to pay) freight in both directions. All returns will be subject to Seiler’s inspection prior to credit. Returns must be in new condition for credit. Returns for items that show any wear-and-tear require Seiler management approval.

2. Returned items that are received prepaid within twelve (12) working days of our shipping date and in new condition are subject to the following **Restocking Fees**:

Mis-shipments – 0%  
Special order items – 25%  
All other items – 10%

*Please Note: The Restocking Fees will be waived if an upgraded product is ordered.*

3. Returns must be shipped in their original condition in which they were received with sale tags, invoices/packing slips and packaging intact. Returns must be packaged securely for shipment and must be returned pre-paid shipment.

### **Damaged Merchandise/Insurance**

Please note that “damaged merchandise” is not “defective merchandise.” “Defective merchandise” represents a basic flaw in the design or construction of the item and these claims are handled directly with the manufacturer under the manufacturer’s warranty.

**Notification:** If you receive a package that is damaged, you should (1) refuse to accept the package; (2) immediately contact the carrier so as not to void any claim, and (3) contact Seiler in writing within three (3) business days of attempted delivery so Seiler can assist with a claim against the carrier. Returning your item to Seiler could void your insurance by the carrier and Seiler will not be able to take back your merchandise and issue store credit or replacement. Seiler cannot assist with packages that you have accepted and then later claim as being damaged. If you receive an item that is defective, please contact Seiler in writing within three (3) business days of delivery with notice of the problem. Seiler will gladly correct the problem directly and/or work with the manufacturer to resolve your issue.

**Insurance:** Items damaged during shipping should be covered by insurance (automatic up to \$100 with UPS). Seiler encourages all customers to obtain insurance protection if they have concerns. Simply note your request for insurance on your order and Seiler will charge or bill you accordingly.

You acknowledge and agree that the goods shall be used only for the use or uses intended by the manufacturer, that it is your sole responsibility to install the goods safely and correctly, and in conformity with any and all federal, state and local laws, regulations, rules and ordinances. You, your parent, affiliates or subsidiaries (if any) jointly and severally agree to defend, indemnify and hold harmless Seiler, and its parent, affiliates, subsidiaries and suppliers, and their respective members, managers, officers, directors, employees, shareholders, partners, agents, representatives, successors and assigns, and each of them (collectively the "Indemnified Parties") from and against any and all actions, claims, costs, damages, debts, expenses, fines, interest, judgments, liabilities, penalties and suits of whatever nature or description (including, but not limited to, attorney's fees, court costs, expert witness fees and other costs of litigation) imposed upon, incurred by, or asserted against one or more of the Indemnified Parties which directly or indirectly arise out of or are related to your breach or violation of any federal, state or local law, statute, rule, regulation or ordinance regarding your installation and/or use of the goods.

You warrant and represent that you have full power and authority to deliver this order and to bind yourself to pay for said products and to perform any and all of your obligations arising out of this order.

Please note that damaged merchandise is not defective merchandise. Defective merchandise represents a basic flaw in the design or construction of the item and these claims are handled directly with the manufacturer under the manufacturer's warranty.

**Maximum Liability.** This agreement shall be governed by and interpreted in accordance with the laws of the state of Commonwealth of Kentucky. Seiler's maximum liability to Customer for any and all claims, losses, expenses, costs or damages, caused by, or arising directly or indirectly under or in connection in any way with its Services or the sale or delivery thereof, however caused, and on any theory of liability (including contract, strict liability, negligence or other tort, inclusive of third-party claims), shall not exceed the price paid by Customer for such Services. TO THE EXTENT PERMITTED BY APPLICABLE KENTUCKY LAW, IN NO EVENT WILL SEILER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWEVER CAUSED INCLUDING SEILER'S OWN NEGLIGENCE, OR ANY LOSS OF SERVICE, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF DATA, LOSS OF CAPITAL, LOSS OF REVENUES, LOSS OF PROFIT, LOSS OF CONTRACTS, LOSS OF BUSINESS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, WASTED EXPENSES, OR WASTED MANAGEMENT TIME, EVEN IF SEILER HAS BEEN NOTIFIED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE, AND WHETHER THIS LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION OR OTHERWISE, AND CUSTOMER HEREBY SPECIFICALLY DISCLAIMS ALL RIGHTS

TO, AND WAIVES THE RECOVERY OF, THESE ITEMS. SEILER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OF IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE PRICES CHARGED BY SEILER FOR ITS SERVICES AND THAT, WERE SEILER TO ASSUME ANY LIABILITY IN EXCESS OF THAT SET FORTH HEREIN, SUCH PRICES WOULD, OF NECESSITY, BE SUBSTANTIALLY HIGHER. THUS, THE PARTIES AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS ARE NEITHER UNREASONABLE NOR UNCONSCIONABLE. SEILER IS RESPONSIBLE FOR PERSONAL INJURY AND PROPERTY DAMAGE CAUSED BY ITS EMPLOYEES WILLFUL OR NEGLIGENT CONDUCT WHILE ON THE PROPERTY OF THE CUSTOMER.

## **Seiler Maximum Liability and Indemnification**

Seiler's maximum liability to you ("Customer") for any and all claims, losses, liabilities, expenses, costs or damages, directly or indirectly caused by, arising out of or under, related to, or in connection in any way with any products or services provided by Seiler to Customer, or the sale or delivery thereof, however caused, based, in whole or in part, on any theory of liability (including contract, strict liability, negligence (including gross negligence) or other tort, inclusive of third-party claims), shall not exceed the price paid by Customer to Seiler for such products and/or services. Seiler is responsible for personal injury and property damage caused by its employees willful or negligent conduct while on the property of Customer.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SEILER BE LIABLE FOR: ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWEVER CAUSED (INCLUDING SEILER'S OWN NEGLIGENCE); OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES; OR ANY LOSS OF: SERVICE, DATA, CAPITAL, REVENUES, PROFIT, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS; WASTED EXPENSES, OR WASTED MANAGEMENT TIME, EVEN IF SEILER HAS BEEN NOTIFIED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE, AND WHETHER THIS LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION OR OTHERWISE, AND CUSTOMER HEREBY SPECIFICALLY DISCLAIMS ALL RIGHTS TO, AND WAIVES THE RECOVERY OF, THESE ITEMS.

SEILER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OF IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR USE OR PURPOSE.

CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE PRICES CHARGED BY SEILER FOR ITS PRODUCTS AND SERVICES AND THAT, WERE SEILER TO ASSUME ANY LIABILITY IN EXCESS OF THAT SET FORTH HEREIN, SUCH PRICES WOULD, OF NECESSITY, BE SUBSTANTIALLY HIGHER. THUS, CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT SUCH LIMITATIONS AND EXCLUSIONS ARE NEITHER UNREASONABLE NOR UNCONSCIONABLE. SEILER IS RESPONSIBLE FOR PERSONAL INJURY AND PROPERTY DAMAGE CAUSED BY ITS EMPLOYEES WILLFUL OR NEGLIGENT CONDUCT WHILE ON THE PROPERTY OF CUSTOMER.

To the extent allowable by law, Customer shall defend and indemnify Seiler and its affiliates, successors, and assigns (the "Seiler Parties") against, and save and hold the Seiler Parties forever harmless from, any and all actions, causes of action, claims, counterclaims, controversies, costs, damages, demands, expenses, judgments, liabilities, liens, penalties, sums of money, and suits whatsoever, including reasonable attorneys' and expert witness fees and expenses of litigation, directly or indirectly imposed upon, incurred or sustained by, or asserted against the Seiler Parties, or any of them, as

a direct or indirect result of or directly or indirectly arising out of, related to, or by virtue of: (a) any claims of product liability regarding any product, and (b) Customer's (or its customers') use or utilization of any product provided by Seiler to Customer, or the sale or delivery thereof. Customer covenants and agrees to comply with all applicable federal, state, local, and municipal laws in connection with its use, utilization, or resale of all products provided by Seiler to Customer, or the sale or delivery thereof. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to Customer.

These agreements shall be governed by and interpreted in accordance with the laws of the state of Missouri, without giving effect to any choice of law or conflicts of law rules or principles that could cause application of the law of a jurisdiction other than the State of Commonwealth of Kentucky.