



ICON Technologies

Division of ICON Supply, Inc.

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Date: 1/16/2017

No. Pages: 2

To: Bidding Contractors

Phone:

Fax:

Company:

Subject:

City of Clearwater Marshall
Street

QUOTE

Item	TAG	Qty	Description	Notes	Total Sell
1		3	Yaskawa 200HP 460V, iQ Pump VFD w/ Bypass <ul style="list-style-type: none">* NEMA 12 Ventilated Enclosure* Rated 253A/241A continuous 50/40 Deg C ambient* 12 pulse low harmonic design* Output reactor filter* 65kaic main breaker* X-line IEC contactor bypass* Ethernet IP communication (monitoring)* Install and wire MiniCas Pump relay (provided by others)* Speed Pot, HOA, VFD/Bypass selector switches* Pilot lights for Run, Fault, Power On, Moisture, Overheat* Freight included* Max dimensions: To Follow		
2			Services		
		1	<ul style="list-style-type: none">* Up to thre days start-up training* Submittals* O&M manuals		
Total (Prices exclude any taxes)					\$114,644.77

Notes:

1

Note: Standard warranty is 12 months from start-up not to exceed 18 months from shipment. Add 3% to price for each additional year warranty (maximum 4 additional years).

Quotation is valid for 30 days from date quoted. Attached terms and conditions of sale apply. Quotation excludes any applicable taxes. Prices are FOB factory, freight pre-paid and added to invoice unless otherwise stated in this quotation. Payment terms are net 30 subject to credit approval. Prices based on no retainage.

Mark Tempest



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Terms and Conditions of Sale

All references in this document to "Seller" shall include each division or d/b/a of ICON Supply, Inc. whether or not specifically identified herein.

All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing provisions, terms or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein.

Prices in quotation made by Seller expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made, are for Buyer's convenience only, and they as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labour troubles, fire damage or destruction of goods, manufacture's shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Buyer by the original manufacturer of such goods.

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HERUNDER, AND BUYER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT OR REPAIR OF GOODS SOLD AT SELLER'S OPTION. BUYER MUST GIVE SELLER WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT, REPAIR, OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. BUYER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS

DOCUMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER.

No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge. No claim for shortage of goods or damage to goods shall be allowed unless Buyer, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. Seller's responsibility ceases upon issuance of Bill of Lading. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and it will be Buyer's responsibility to recover any and all damage directly from the common carrier. Any change in quantities or destination may result in a price adjustment by the Seller.

Seller assumes no responsibility whatsoever for Buyer's interpretation of plans or specifications provided by Buyer and Buyer's acceptance must be premised on final approval by architects, engineers, or other third parties officially designated prior to acceptance of purchase order.

Unless otherwise stated, payment terms are net 30 days from date of issuance of invoice. Payment is due in the form of cash, check, or money order. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to 1.5% per month or the maximum amount permitted by the law governing the account between Buyer and Seller. The interest rate stated herein shall continue to accrue after Seller obtains a judgment against Buyer.

Buyer agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorney's fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Seller may assign any cause of action that Seller may have against Buyer to Seller or any affiliate thereof without the consent of Buyer.

Buyer waives any and all privileges and rights that Buyer may have relating to venue. Buyer and Seller agree that any legal action brought by either as a result of the account or business relationship between Buyer and Seller shall be brought in Hillsborough County, Florida.

If Buyer fails to comply with these Terms and Conditions of Sale, or Buyer's credit becomes unsatisfactory in the Seller's discretion, Seller reserves the right to terminate or restrict any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send ICON Supply, Inc. written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unless the delivery terms of this contract expressly provide for F.O.B. destination, shipping/delivery will be F.O.B. Seller's point of shipment with title to the goods and risk of loss or damage passing to Buyer at that point. Buyer will be responsible for shipment during transit and for filing any damage or loss claims directly with the carrier. Seller may make partial shipments.

Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with Seller's written consent and then only upon terms that will compensate Seller for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

Buyer represents and warrants that the goods covered by this contract shall not be used in or in connection with a nuclear facility or application. If Buyer is unable to make such representation and warranty, then Buyer agrees to indemnify and hold harmless Seller and to waive and require its insurers to waive all right of recovery against Seller for any damage, loss, destruction, injury or death resulting from a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended, whether or not due to Seller's negligence.

BUYER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT BUYER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.