



**BRASCO  
INTERNATIONAL**

32400 Industrial Dr.  
Madison Heights, MI 48071  
PHONE: 800.893.3665  
FAX: 313.393.0499  
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Clayton Gilbert  
City of Delray Beach  
Phone: 561-243-7334  
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August 29, 2016

Re: 5' x 12' Passenger Waiting Shelter with Options

We propose to manufacture and deliver two (2) 5' x 12' Passenger Waiting Shelter with the city of Delray Beach's shelter specifications.

**Features are as follows:**

- 5' x 12' Techline Series Aluminum Structure
- Three Sides with Open Front
- Pastel Green Powder Coat Painted Aluminum Finish – RAL 6019
- 3/8" Bronze Tempered Safety Glass
- Aluminum Hip Roof with Matching Color
- Hardware Kit and Installation Instructions Included
- Freight Included – FOB Destination (Delray Beach, FL)
- Installation Is Not Included: Tax is N/A
- Estimated Lead Time: ±10-12 Weeks After All Approvals
- Terms: Net 30 Days With Approved Credit
- **Two (2) TL512 @ \$7,750/each**
- **Two (2) 24" x 30" Lockable Map Display Case with Mounting Tube @ \$275/each**
- **Two (2) 22 Gallon Perforated Metal Trash Receptacle @ \$250/each**
- **Two (2) Pedestal Aluminum Bench with Armrest and Matching Color @ \$575/each**
- **Two (2) Solar Lighting Package with Solar Panel, Mounting Kit, Deep Cell Storage Battery, LED Light, Cable, and Hardware in Matching Color @ \$1,750/each**
- **Total: \$21,200**

Note: Price is based on quantity and is valid for 30 days: Shelter must be anchored into concrete (consult local building codes): Permitting is by others: Engineering stamp, if requested, is additional \$975: Offloading shipments is the responsibility of the customer: Forklift with extensions is required for delivery: Brasco shelters are shipped in prefabricated components and completed roof modules: Shelter walls are shipped as parts: Orders cannot be changed or cancelled after final approval.

Sincerely,

Date: 8/29/16

Acceptance Authorization\*

\_\_\_\_\_  
Title & Date

\*The above prices, specifications, and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to do the work as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages.



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### **BRASCO INTERNATIONAL, INC. ADDITIONAL TERMS AND CONDITIONS**

#### **Terms of Payment:**

Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's invoice. An Invoice shall be generated upon completion by Brasco of the Products ordered and after Brasco has contacted and arranged for shipment with a common carrier. The day of pickup by common carrier after contact by Brasco varies depending on the delivery location and the common carrier to be used. Accordingly, the invoice date shall be the date the invoice is generated by Brasco and may not be the same date as the date the Products are transferred to the common carrier, and the bill of lading is signed.

#### **Warranties:**

The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for a period of one year after delivery. Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

#### **Limited Remedies:**

Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the one year warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance.

#### **Limitation of Liability:**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO'S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO's obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### **Payment late charges, certain remedies and recovery of expenses:**

Except as otherwise provided in the quotation, all payments are due thirty (30) days from date of Brasco's invoice and shall be paid in \$U.S. Purchaser will pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser will pay all costs and expenses incurred by Brasco, including actual attorneys fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco.

The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.

#### **Shipping and Delivery:**

Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

#### **Governing Law, Jurisdiction and Venue:**

The Contract shall be governed by and construed in accordance with the laws of the State of Florida without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of Florida.