

INVOICE

Invoice No: SI52973
 Invoice Date: 04/28/23
 Order No: SO55499
 Order Date: 04/11/23

Bill To:

City of Auburn Government
 Troy Ackerman
 210 East Ninth Street
 PO Box 506
 Auburn, IN 46706

Customer PO No: 2023-00000583

Customer No: C021441

Phone No: 260-925-5430

Terms: Net 30

Associate: Patty Torboli



Project Name: CITY OF AUBURN

Ship To:

Auburn Street Department
 Paige Marks
 101 E Ensley Ave.
 Auburn, IN 46706

Sold To:

City of Auburn Government
 Troy Ackerman
 210 East Ninth Street
 PO Box 506
 Auburn, IN 46706

Ship Via: YRC Worldwide Inc.

Ship Freight: Prepaid

Shipping Method: FOB Factory

Comments:

- * In order to validate our generous warranty, we require the exact name of the project and the exact location at which these products will be installed.
- * These comments are intended to be part of the terms and conditions of this sales order.

QTY	Model No.	Description	Unit Cost	Total Price
2	CR-298	Classic Series Backless Bench CR-298 Components 6-Ft Scrolled Steel Slats Black **This Bench is Shipped Fully Assembled** Freight	1,746.00 478.00	3,492.00 478.00

P.O. # 2023-00000583

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
 USA Patents D450,431 S; D441,932 S; D452,780 S; D450,186 S; D445,982 S; D483,538 S;
 D487,177 S; D487,537 S; D487,538 S; D454,258 S; D478,455 S; D478,454 S; D417,053;
 6,336,944 B1; D305,231 S; 5,000,907 S; 5,791,047 S; D308,012 S; D376,937 S; D383,615 S; D376,271 S;
 D384,512 S; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,160 S; D578,702 S;
 D579,894 S; D585,220 S; D573,768 S; D573,769 S; D553,921 S; D585,209 S; D586,144 S;
 D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,889 S; D579,227 S; D579,685 S;
 D542,993 S; D581,967 S; D596,915 S; D595,918 S; D590,570 S; D801,770 S; D802,221 S;
 D600,271 S; D595,973 S; D601,823 S; D607,229 S; D606,933 S; D586,062 S; D621,295 S;
 Canadian Patents 98040; 98150; 98103; 98108; 110053; 110054; 117181; 126714; 126322;
 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130052; 130053;
 130715; 130716; Canada Patent 2,184,348; Mexico Reg. Des. 0018711; 2,187,382;
 EC Reg. Des. 000475579-0001; 000503297-0001; 000762636-0001; 000661404;
 Other Patent(s) Pending

Please make all checks payable to

"Victor Stanley, LLC."
 2103 Brickhouse Road
 Dunkirk, MD 20754

Sub-Total: 3,970.00
 Total Sales Tax: 0.00
 Payment: 0.00
 Balance Due: 3,970.00

All figures are in US Dollars

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STANDARD TERMS OF PRODUCTION

TAXES

Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley's invoices within Victor Stanley's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE

Victor Stanley, Inc. manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, Inc. in writing.

INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, Inc., Buyer agrees to pay to Victor Stanley, Inc. the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS

Our lead time is an estimate only and Victor Stanley, Inc. is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, Inc. will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

NONCONFORMITY

All products made by Victor Stanley, Inc. are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, Inc., Buyer shall not return the goods, but notify Victor Stanley, Inc. immediately, stating full particulars in support of claim, and Victor Stanley, Inc. will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, Inc. be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, Inc.'s ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, Inc.'s current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, Inc. makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, Inc.

CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, Inc. within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, Inc. This includes damage to materials that will be stored for later use.