



Madison Company
27 Business Park Drive
Branford CT 06405
United States
Phone: 203-488-4477
Fax: 203-481-5036
www.madisonco.com

Quote
#QUO8751
4/1/2019

Quoted To
KELLY SUPPLY COMPANY
PO BOX 1328
GRAND ISLAND NE 68802-1328
United States

Contact
BruceOrtegren

Expires	Title	Sales Rep	Partner	FOB
5/1/2019		HOLLENBECK, LISA		Branford, CT

Qty	Customer Part #	Madison Part #	Item Note	Unit Price	Total	Delivery
1,000		M8790		\$9.50	\$9,500.00	360 Days
Description: SIDE MOUNTED POLYPROPYLENE LLS with 5/8"-11 BULKHEAD FITTING						
500		M8790		\$10.21	\$5,105.00	360 Days
Description: SIDE MOUNTED POLYPROPYLENE LLS with 5/8"-11 BULKHEAD FITTING						
250		M8790		\$11.79	\$2,947.50	360 Days
Description: SIDE MOUNTED POLYPROPYLENE LLS with 5/8"-11 BULKHEAD FITTING						

Subtotal \$17,552.50

Tax Total (0%) \$0.00

Total \$17,552.50

This Quote is valid for 30 days
Minimum order amount: \$125.00
Please contact us directly to find out more about our volume discounts or to inquire about placing a 12 month Blanket Order.
Sales tax may apply, along with standard Terms and Conditions per the attached.
Delivery is ARO



TERMS AND CONDITIONS OF SALE

1. Governing Provisions.

This writing constitutes an offer or counteroffer by Madison Company (Seller) to sell the product described herein in accordance with these terms and conditions. This writing is not an acceptance of any offer made by Buyer, and acceptance of this offer is expressly conditioned upon the Buyer's acceptance of these terms and conditions. Buyer will be deemed to have accepted these terms and conditions when at Seller's option. Buyer shall have given to Seller (orally or in writing) specifications of quality and/or type of products, shipment dates, shipping instructions, billing instructions or the like as to all or any part of the products described herein or on the face hereof; or the Buyer has received delivery of the whole or any part thereof; or the Buyer has received delivery of the whole or any part hereof; or the Buyer has otherwise assented to the terms and conditions hereof. NO ADDITIONAL TERMS OR DIFFERENT TERMS OR CONDITIONS SHALL BE BINDING UPON SELLER NOR CAN THE BUYERS ACCEPTANCE LIMIT OR ALTER SELLER'S TERMS AND CONDITIONS UNLESS SPECIFICALLY AGREED TO IN WRITING SIGNED BY DULY AUTHORIZED PERSONNEL OF THE SELLER. SELLER HEREBY OBJECTS TO ANY SUCH ADDITIONAL PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER COMMUNICATIONS FROM BUYER. Any document received from Buyer which contains terms and conditions conflicting with Seller's documents shall not become part of the contract; only those terms and conditions as specified in Seller's documents shall be binding, unless otherwise modified in writing and no implied terms and conditions shall be substituted for Seller's terms and conditions to resolve any conflict. This contract and these terms and conditions shall constitute the entire agreement between Seller and Buyer and shall be governed by and shall be construed according to the internal laws of the State of Connecticut.

2. Delivery, Risk of Loss and Transportation Costs.

All products are sold F.O.B. Seller's location in Branford, Connecticut U.S.A. unless otherwise stated on the Seller's offer or counteroffer. Delivery of products to a carrier at Seller's location or other loading point shall constitute delivery to the Buyer; and regardless of shipping terms or freight payment all risk of loss or damage in transit shall be born by the Buyer. Method and route of shipment shall be at the discretion of Seller unless Buyer shall specify otherwise; any additional expenses of the method or route of shipment specified by Buyer shall be born entirely by Buyer.

3. Partial Shipments, Claims and Delays.

Seller reserves the right to make delivery in installments unless expressly stipulated within the offer. All such installments shall be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in deliveries of any installment shall not relieve Buyer of his obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to Seller within TEN (10) DAYS after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss or damage to products in transit shall be made to the carrier and not the Seller.

Seller shall not be liable for any delay due to any cause beyond Seller's reasonable control, including, without limitation, an act of God, act of the Buyer, embargo or other government act, regulation or request, fire, accident, strike, slow down, war, riot, delay in transportation, inability to obtain necessary labor, materials or manufacturing facility.

4. Payment

Madison Company requires a \$125 purchase minimum for all orders.

We accept VISA, Mastercard, American Express and Discover credit or debit cards for all orders placed online. Your card will be charged by Madison Company, Inc., whose name will appear on your credit card statement.

Credit Card orders will be processed online in real time via AuthorizeNet or via our then current credit card processing provider. Our shopping cart software system is designed to utilize industry-standard security measures, including SSL (Secure Sockets Layer), an encryption technology that interfaces with our credit card processing provider to process credit cards. We isolate account information submitted to us, including credit card numbers and personal information, from unauthorized Internet access.

We accept telephone orders. Contact a Madison Sales Representative at 1-800-466-5383 or email us at info@madisonco.com with your phone number and best time for us to call you. We will call you and process your order by phone.

For customers with established credit, Terms are net thirty (30) days from date of shipment unless otherwise specified on our invoice. If during the period of performance of an order, the financial condition of the Buyer shall not justify the payment terms specified, or if the Buyer shall fail to make any payments in accordance with these terms, Madison Company may require full or partial payment in advance before proceeding with the order.

5. Taxes and Other Charges.

Any manufacturer's tax, retailer's occupation tax, sales tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any government authority on or measures by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, the Buyer shall reimburse Seller. Therefore, in lieu of such payment the Buyer shall provide Seller at the time order is submitted with an exception certificate or other document acceptable to the authority imposing the same.

6. Warranties.

All references in these terms and conditions of sale to "products" includes all items which are manufactured by the Seller. Seller warrants products manufactured and/or distributed by it to be free from defects in materials and workmanship for a period of ONE (1) YEAR from date of shipment. If within such period any such products shall be proven to Seller's satisfaction to be defective, such products shall be repaired, replaced or price refunded at Seller's option. Seller's obligation for nonperformance, defective products, or any damage caused by its products or their use, and Buyer's exclusive remedy therefore, shall be limited to such replacement or refund and shall be conditioned upon Seller receiving written notice, together with a demand for such replacement or refund THIRTY (30) DAYS after the date of shipment of such products. This exclusive remedy shall not be deemed to have failed its essential purpose under any circumstances so long as Seller is willing and able to replace defective products or refund the purchase price within the time specified. SELLER'S PRICES ARE BASED ON THE POLICY LIMITING ITS LIABILITY. IF BUYER DESIRES FOR SELLER TO PROVIDE A WARRANTY GREATER THAN THAT WHICH IS STATED ABOVE, THEN THE SELLER WILL ADJUST UPWARDS THE PRICE FOR THE PRODUCTS DESCRIBED HEREIN OR ON THE FACE OF THE ORDER TO REFLECT THE ADDITIONAL EXPENSE TO BUYER WHICH SUCH A WARRANTY OBLIGATION WOULD CAUSE.

7. Disclaimers of Warranty and Liability.

THE FOREGOING WARRANTIES PROVIDED IN SECTION 6 sample in connection with the sale is for illustrative purposes only, is not part of the basis of the bargain and is not to be construed as a warranty that the product will conform to that sample. None of the Seller's agents, employees, or manufacturer's representatives have any authority to bind Seller to any affirmation, representation or warranty other than those stated herein. Seller shall not be subject to any obligations or liabilities whatsoever with respect to this agreement, products manufactured and/or

distributed by it or any undertakings, acts or omissions relating thereto.

It shall be the sole responsibility of the Buyer and/or user to comply with all federal, state and local rules and regulations concerning the use of products described in this quote or on the face of the order and shall not be the responsibility of the Seller.

8. Cancellation and Return.

No order accepted by Seller may be cancelled or altered by Buyer except upon terms and conditions acceptable to Seller as evidenced by written consent signed by duly authorized personnel of Seller. In the event of such approved cancellation by Buyer, Seller shall be entitled to payments for all finished and in-process products, as well as any cost incurred in the preparation of Buyer's order to the date of cancellation.

Products may be returned to the Seller only with Seller's Return Goods Authorization obtained by Buyer in advance. Products may not be returned unless they are in marketable condition. Returned products must be securely packaged to reach Seller without damage, and any cost incurred by Seller to put products in marketable condition will be charged to Buyer. A restocking charge of 20% will be charged to the Buyer for all standard products returned to Seller.

9. Patents, Trademarks and Copyrights.

Seller, at its own expense, will defend any suits that may be instated by anyone against infringement consisting of the use of such products, or parts thereof, in Buyer's business, and provided Buyer shall have made all payments then due hereunder and shall give Seller immediate notice in writing of any such suit and transmit to Seller immediately upon receipt all processes and papers served upon Buyer and permit Seller through its council, either in the name of the Buyer or in the name of the Seller, to defend the same and give all needed information, assistance and authority to enable the Seller to do so. If such products in such suit are held in and of themselves to infringe any valid United States patent, trademark or copyright then: a) Seller shall pay final award of damage in such suit attributable to such infringement, and (b) if in such suit use of such products by Buyer is permanently enjoined to Notwithstanding the foregoing, Seller shall not be responsible for any compromise of settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other products or materials not furnished by the seller. The foregoing states the entire liability of Seller for infringement and in no event shall Seller be liable for consequential damages attributed to an infringement.

As to any products furnished by Seller to Buyer manufactured in accordance with drawings, designs, or specifications proposed or furnished by Buyer or any claim of contributory infringement resulting from the use or resale by Buyer of products sold hereunder, Seller shall not be liable and Buyer shall indemnify Seller and hold Seller harmless from any and all losses, liability, damage, claims or expenses (including but not limited to Seller's reasonable attorney's fees and other costs of defense) incurred by Seller as a result of any claim of patent, trademark, copyright or trade secret infringements or infringements of any other proprietary rights of third parties

10. Disclaimer of Consequential Damages and Other Liability.

Buyer's indemnity. Seller's liability with respect to breaches or warranties shall be limited as provided in Section 6 hereof. With respect to other breaches of this contract, Seller's liability shall in no event exceed the contract price. SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS (a) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (b) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENT AND STRICT LIABILITY) OR ARISING OUT OF OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO, AND; (c) ALL CONSEQUENTIAL INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss). All of the limitations and disclaimers contained in this paragraph and in the rest of this contract shall apply to claims of Buyer's customers or any third party.

Buyer shall indemnify Seller against any and all losses, liabilities, damages and expenses (including, without limitation, attorney's fees and other costs of defending any action) which Seller may incur as a result of any claim by Buyer or other arising out of the connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by Seller's negligence.

11. Final Agreement.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Any subsequent modification or amendment to it may be made only in writing signed by both parties hereto.

12. Design Changes.

Due to continuous improvements in design, some standard products may differ slightly from the description and/or photograph in the Seller's catalog.