



# PRICE ESTIMATE

Lake Elsinore – Park Fencing



INVISIBLE FENCE

Lake Elsinore – Park Fencing

Email: [cerickson@lake-elsinor.org](mailto:cerickson@lake-elsinor.org)  
Attention: Chris Erickson  
Date: Thursday, 30 November 2023  
Payment Ref: RWI/LE/NZ/40E

Cochrane USA, Inc.  
3551 Lee Hill Drive  
Fredericksburg  
VA, 22408  
United States of America  
Tel: +1 (0) 202 853 3227  
[info@cochrane.co](mailto:info@cochrane.co)

RE: PRICE ESTIMATE FOR COCHRANE CLEARVU INVISIBLE WALL

As agreed, we furnish with pleasure, our detailed price estimate for the supply of the requested ClearVu Invisible Wall Fencing System:

## 2724' - 10 52/64" - BASED ON 100 mph

POSTS					
		COATING	PRICE PER UNIT	TOTAL UNITS	TOTAL
<b>Taper Locking Post</b>					
Post Height (ft)	9	Structural Marine coated	121,54	215	\$ 26 131,10
Jet Black					
<b>Square Post</b>					
Post Length (ft)	9	Structural Marine coated	121,54	35	\$ 4 253,90
Jet Black					

CLEARVU INVISIBLE WALL PANELS					
		COATING	PRICE PER UNIT	TOTAL UNITS	TOTAL
<b>ClearVu Invisible Wall Panels</b>					
Panel Width (ft)	10' - 10 1/8"	Mesh Galvanized, then Marine Fusion Bond coated (acid modified)	354,32	245	\$ 86 808,40
Height (ft)	6				
Jet Black					
*Panel incl. Clamps & Tech Bolts					
				TOTAL SYSTEM PRICE (EX TAXES)	\$ 117 193,40
				TOTAL SYSTEM PRICE PER LINEAR FOOT	\$ 43,01

ADDITIONS					
		COATING	PRICE PER UNIT	TOTAL UNITS	TOTAL
<b>Anti-Scales</b>					
Cochrane Anti-Scale Device		Galvanized, then Marine Fusion Bond coated (acid modified)	2,34	1960	\$ 4 586,40
Jet Black					
				TOTAL SYSTEM PRICE (EX TAXES)	\$ 121 779,80

CLEARVU GATES - EMBEDDED POSTS					
DESCRIPTION		COATING	PRICE PER UNIT	TOTAL UNITS	TOTAL
15' - 0	Double Leaf	Swing	6' - 0	Galvanized, then Marine Fusion Bond coated (acid modified)	5736,89
				1	\$ 5 736,89
16' - 0	Double Leaf	Swing	6' - 0	Galvanized, then Marine Fusion Bond coated (acid modified)	6030,41
				2	\$ 12 060,82
4' - 0	Single Leaf	Swing	6' - 0	Galvanized, then Marine Fusion Bond coated (acid modified)	1841,13
				2	\$ 3 682,26
Jet Black					
				TOTAL SYSTEM PRICE (EX TAXES)	\$ 143 259,77
				8,75% SALES TAXES	\$ 12 535,23
				TOTAL SYSTEM PRICE INCLUDING TAXES	\$ 155 795,00
*Sales tax subject to final confirmation					



TRANSPORT

DESCRIPTION	PRICE PER UNIT	TOTAL UNITS	TOTAL	
Transport to site: 521 N Langstaff St, Lake Elsinore, CA 92530	27901,31	1	\$	27 901,31
TOTAL SYSTEM PRICE INCLUDING TAXES			\$	183 696,31

\*Disclaimer:  
Above Excludes Any Additional Required Engineering



## TERMS & CONDITIONS

### 1. PURCHASE ORDER

Cochrane USA, Inc., a Delaware corporation ("Seller") and Purchaser, as defined in the attached purchase order form ("Purchase Order"), and their respective representatives, successors and assigns are bound by the terms of the purchase order form, including any exhibits thereto, these Purchase Order Terms and Conditions, the Specifications (as defined below) (collectively, the "Purchase Order") and any amendments thereto. Purchaser shall be deemed to have accepted the Purchase Order upon Purchaser's written notice of acceptance to the Purchase Order. Seller may rescind the Purchase Order prior to Purchaser's acceptance thereof.

### 2. DEFINITIONS

As per below:

- A. "Goods" includes the goods, materials, chattels, equipment, machinery, manufactured articles, merchandise, fixtures, products, appliances and any other items to be supplied pursuant to the Purchase Order.
- B. "Warranty" includes warranties, guarantees, representations and promises.

### 3. PURCHASE PRICE

The total price specified on the Purchase Order shall be the "Purchase Price." An order for Goods by Purchaser shall be binding upon Seller only after Seller accepts the Purchase Order in writing, by fax or email and, unless Purchaser has been granted credit facilities by Seller, Purchaser shall pay to Seller of 100% of the Purchase Price on acceptance of an order by Seller. Seller represents that the Purchase Price shall not exceed current prices charged to any other customer of Seller for goods in the U.S. which are the same or substantially similar to, and in the same or substantially similar quantities to the Goods. The Purchase Price shall include Seller's range of standard colors, in U.S. Dollars and shall be subject to adjustment in accordance with increases in relevant costs of goods and materials used in any purchase.

Unless otherwise indicated on the quote, written quotations by Cochrane shall expire automatically thirty (30) days after the date appearing on the quotation unless Cochrane receives and accepts Buyer's Order within that period or withdraws the quotation.

### 4. CREDIT

No Goods shall be sold to Purchaser on credit unless a credit application, in a form provided by Seller has been submitted by Purchaser to Seller and has been accepted and approved by Seller. In such event the credit application shall become a part of the Purchase Order.

### 5. IDENTIFICATION/RISK OF LOSS/TITLE

Identification of the Goods shall occur as soon as the Purchase Order is received by Purchaser. Risk of loss of, and clear title to, the Goods shall pass to Purchaser as of the time that the Goods are accepted by Purchaser pursuant to Section 6 hereof.

### 6. DELIVERY

Seller shall estimate to Purchaser when the Goods will be delivered Ex Works to Purchaser at the time and place specified on the Purchase Order. Seller and Purchaser shall determine which party shall be responsible for delivery, and for collection of the Goods. A Bill of Lading shall accompany each delivery, the number of parcels in the delivery and a complete description of their contents, providing prima facie evidence of deliver of the Goods in the specified quantity and in a satisfactory condition to Purchaser. Collect shipments will be returned at Purchaser's expense. Notwithstanding anything to the contrary:

- A. A delivery period relating to the Goods is subject to the availability to Seller of materials required for the Goods, and timely receipt by Seller of all drawings, designs or Specifications that may be required by Seller, provided that such will be deemed to have been given to Seller for the purpose of description only and will not form an agreement of sale.
- B. Despite notice time will not be of the essence of any sale, and a delivery date will be treated only as an estimate, based on the latest information available to Seller.
- C. Purchaser is not entitled to withdraw or cancel any order due to a delay of delivery, nor shall such delay give rise to a claim of any nature by Purchaser against Seller.

### 7. INSPECTION

Purchaser shall, for a reasonable time after delivery, have the right to inspect the Goods to determine whether the Goods conform to the Specifications (as defined below). The parties hereby agree that twenty-four (24) hours from the time of delivery is deemed to be a reasonable time for Purchaser to inspect the Goods. Purchaser shall give Seller written notice of any nonconformity in the Goods within the twenty-four (24) hour period (the "Notice Period"). If all, or any part of, the Goods are found to be non-conforming, Purchaser shall reject such non-conforming goods within the Notice Period. If Purchase timely provides notice of non-conformity of the Goods within the Notice Period, Seller shall promptly arrange for return of the Goods, provided that such Goods are in good condition when returned. However, if Purchaser fails to timely provide notice of non-conformity within the Notice Period the Goods shall be deemed as having been accepted by Purchaser and payment shall become due as set forth in Section 8. Upon request, Seller may replace such non-conforming Goods with Goods which conform to the Specifications. Seller shall not under any circumstances be liable for damages of any nature (including without limitation any direct, compensatory, indirect, consequential, punitive or special damages or loss of profit) which Purchaser may suffer as a result of delay in delivery, defects in the Goods, or damage to the Goods.

### 8. PAYMENT

Unless different payment terms are agreed in writing by both parties, payment terms shall be 100% payment on placement of order, without deduction or setoff, made in cash or by check, delivered to Seller, or by direct deposit or electronic fund transfer to Seller's Bank immediately upon delivery and acceptance of the Goods by Purchaser (the "Payment Date"). "Seller's Bank" is Cochrane USA, INC. Bank: BB&T. Account NO. 0005158425418. ABA Routing No.: 55003308. Any payment made after the Payment Date shall accrue interest at the legal rate of 10% per annum. In the event Seller is required to employ the services of an attorney in order to collect any or all of the Purchase Price Purchaser agrees to pay all costs of collection including reasonable counsel fees in the amount of 15% of the principal amount due on the outstanding Purchase Price.

### 9. TITLE AND RISK

The parties agree that risk of loss to the Goods passes to Purchaser upon deliver or transfer of possession of the Goods to Purchaser. Ownership of the Goods remain vested in Seller, irrespective of whether the Goods have been installed, until the Purchase Price plus interest has been paid in full. Until title has passed to Purchaser, Purchaser shall hold the goods on a bailment or fiduciary basis on behalf of Seller, and Purchaser shall keep the Goods separate from other property so that the Goods remain readily identifiable as Seller's property, and Purchaser shall maintain the Goods in satisfactory condition, all to the reasonable satisfaction of Seller until the Goods are returned to Seller.

Risk in the goods shall pass to the Purchaser upon delivery of the goods to the Purchaser. Ownership of the goods shall remain vested with the Seller until the Purchase Price has been paid in full.

### 10. WARRANTIES

As per below:

A. Seller expressly warrants that for a period of ninety (90) days from the date of delivery, the Goods shall conform to the Specifications, drawings, general conditions, plans or other descriptions upon which the Purchase Order is based and shall be of good material and workmanship, free from defects, free and clear of all liens or encumbrances (collectively, the "Specifications"). THE EXPRESS WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, THE EXCLUSIONS OF WARRANTY IN THIS WARRANTY SECTION SHALL APPLY IN SUCH JURISDICTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. MOREOVER, THE AMOUNT OF OTHER DAMAGES RECOVERABLE BY YOU FOR ALL EVENTS, ACTS, OR OMISSIONS RELATED TO OR ARISING OUT OF THE AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE HEREUNDER. Inspection, testing, acceptance or use of the Goods by Purchaser shall not affect Purchaser's obligations under this warranty to fully pay for the Goods at time of acceptance. Seller agrees to promptly replace or correct defects of any Goods not conforming to the foregoing warranty without expense to Purchaser, within thirty (30) days of being notified of such non-conformity. If Seller fails to promptly correct defects in or replace non-conforming goods, Purchaser may make such corrections or effect cover at Seller's expense.

B. Notwithstanding any provision relating to the limitation of Seller's liability in respect to the Goods, Seller's liability in contract, negligence, misrepresentation, restitution or otherwise arising in connection with the Goods shall be limited to 10% of the Purchase Price, and under no circumstances shall Seller be liable to Purchaser for loss of profit, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract, loss of use or for any special direct or indirect damages, incidental damages, consequential costs, punitive damages, charges or expenses whatsoever which arise out of the purchase, placement or use of the Goods.



## TERMS & CONDITIONS CONTD.

### 11. INTELLECTUAL RIGHTS

As per below:

- A. All intellectual property rights in the Goods, including patent, rights, design rights, copyrights and data, whether registered or unregistered, embodied in the Specifications or design of the Goods or in manufacturing processes of the Goods are the property of Seller.
- B. If Seller manufactures goods according to the Specifications or requirements of Purchaser then Purchaser shall indemnify and hold Seller harmless against any claims arising from the infringement of a third party's proprietary rights.
- C. All rights in any drawings, description, specification, design or data in any medium, supplied or disclosed to Purchaser by Seller remain vested in Seller and Purchaser shall have no right to make use thereof without the written consent of Seller.
- D. Any data or information whether of a technical or commercial nature in any medium given in confidence by Seller to Purchaser shall not be divulged to any third party and may be used by Purchaser only in connection with the Goods supplied.
- E. The Cochrane ClearVu-Invisible Wall fence is subject to numerous patent, design and trademark registrations in the United States and abroad. With over 29 registrations and patents, the Cochrane ClearVu-Invisible is subject to International Intellectual Property Rights. Details of intellectual property rights are available on request.

### 12. RECORDATION OF COMMUNICATIONS

Purchaser acknowledges that its communications with seller may be recorded by seller and or its representatives and purchaser consents to such recordation.

### 13. REMEDIES

Seller's remedies shall be cumulative and shall include any remedies allowed by law or at equity. Without prejudice to the obligation of Purchaser to pay the Purchase Price in full and in accordance with the law of the jurisdiction wherein the sale has taken place, Seller shall be entitled to repossess the Goods which have been delivered to Purchaser for which Purchaser has failed to make payment when due. At all times Seller maintains the right to claim payment for the Goods notwithstanding that title in the Goods many not have passed to Purchaser. Until such time as the Purchase Price has been paid in full, Purchaser hereby consents to Seller entering any premises whether the Goods are kept or installed in order to repossess or inspect the Goods. In particular, without limiting the forgoing right, if the Goods include fence panels which are secured to posts embedded in the ground such fence panels shall be regarded for all purposes as movables and Purchaser hereby consents that Seller shall be entitled to enter the relevant premises in order to remove the fence panels from the posts and to claim repossession of the detached fence panels. Any such action will not give rise to any claim of any nature by Purchaser against Seller.

### 14. INDEMNIFICATION

Purchaser shall, at Purchaser's sole cost and expense, release, defend, indemnify and hold Seller and all of its respective directors, officers, employees, agents and shareholders (collectively, the "Indemnified Parties") harmless from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including actual attorneys' fees) of any kind (collectively, the "Claims") arising from, or relating to, the Purchase Order and the sale of the Goods to Purchaser. The Indemnified Parties shall not be responsible to Purchaser, its agents, employees, guests, visitors, licensees or trespassers for any Claims arising or resulting from the construction or placement of any of the Goods on Purchaser's property by Seller. Notwithstanding the foregoing, any Claims made against the Indemnified Parties for losses, damages or injury to Purchaser or any of its agents, employees, agents, guests, visitors, licensees or trespassers shall be limited to 10% of the Purchase Price, and under no circumstances shall the Indemnified Parties be liable to Purchaser for loss of profit, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract, loss of use or for any special direct or indirect damages, incidental damages, consequential costs, punitive damages, charges or expenses whatsoever which arise out of the purchase, placement or use of the Goods.

### 15. FORCE MAJEURE

Seller shall not be liable to Purchaser for a delay in performance of its obligations and responsibilities under the Purchase Order due to causes beyond its control, and without its fault or negligence, such as, but not limited to, war, embargo, national emergency, insurrection or riot, strike, labor disputes, floods, earthquake, lightning, acts of local or national government, acts of the public enemy, fire, flood or other natural disaster, failure or delay on the part of Seller's suppliers of services or goods to meet delivery dates or defects or changes in Specifications relating to Goods or the use thereof, provided that Seller has taken reasonable measures to notify Purchaser in writing, of delay (but in any event, within 72 hours of the force majeure event).

### 16. WAIVER

No term or provision of the Purchase Order may be waived in any manner other than an instrument in writing signed by the party against whom the enforcement of the waiver is sought. Any waiver of any breach by Seller shall not constitute Seller's waiver of any other breach of the same or any other provision. Acceptance of Goods or payments therefore shall waive any breach by Seller.

### 17. CANCELLATION

Seller reserves the right to cancel the entire Purchase Order, or any portion thereof, if Purchaser fails to make any payment when due to Seller according to the terms of the Purchase Order.

### 18. ASSIGNMENT

Purchaser shall not assign any right or interest in the Purchase Order without the written consent of Seller. Any such assignment is void. Seller may assign to any third party any of its rights in any contract relating to the supply of the Goods to Purchaser.

### 19. SUPPLY AND INSTALLATION

Where applicable, prior to delivery of the Goods to Purchaser's premises, Purchaser shall create and demarcate a clear, level and marked fence line and ensure that the fence line remains free and unencumbered prior to and during the installation of the Goods by Seller or its representatives. In the event of Purchaser's failure to properly create and demarcate a fence line, Purchaser shall be liable for and shall pay to Seller, on demand, Seller' surcharge for areas of the fence line which contain hard rock or are not properly marked. Purchaser shall provide Seller with a secure and safe storage area for Seller's equipment and materials throughout the period of installation of the Goods and shall ensure that Seller's standard health and safety requirements are met and complied with prior to installation or in the alternative specify Purchaser's health and safety requirements and pay to Seller, the cost of complying therewith.

#### 19.1 SUPPLY AND INSTALLATION - GATES

All goods are provided without any warranties or representations, either express or implied, as to the suitability of those goods for any purpose or their quality. The Purchaser unconditionally indemnifies and hold harmless the Supplier from any and all liability, claim or cost should the goods be modified, misused, reverse engineered or the like after such supply and/or installation occurred. When the Supplier is required to manufacture or supply goods to the Purchaser's specification or drawings, or carries out work according to the Purchaser's instructions, the Supplier accepts no responsibility for the efficacy, workability and safety of goods so manufactured or supplied or work so carried out.

#### 19.2 SUPPLY - GATES

All goods are provided without any warranties or representations, either express or implied, as to the suitability of those goods for any purpose or their quality. The Purchaser unconditionally indemnifies and hold harmless the Supplier from any and all liability, claim, expense, cost inter alia should the goods be tampered, modified, misused, reverse engineered or the like after such supply and/or installation occurred. When the Supplier is required to manufacture or supply goods only, the installation of such goods are to follow the Supplier's installation methodologies and/or make use of the Supplier's authorized installers. Should these methodologies or authorized installers not be used or followed, the Supplier accepts no responsibility for the efficacy, workability and safety of goods so manufactured or supplied for work so carried out.



TERMS & CONDITIONS CONTD.

20. MISCELLANEOUS

As per Below:

- A. The Purchase Order shall constitute the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a subsequent writing signed by both parties.
- B. All illustrations, descriptions and details in Seller's catalogues, price lists, websites and other media are indicative only of the types or nature of the Goods and do not constitute warranties, conditions or representations.
- C. Each party shall comply with all applicable federal, state and local laws in its fulfillment of the Purchase Order and any payment thereunder.
- D. If any provision or part of any provision of the Purchase Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of the Purchase Order, and the Purchase Order shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein.
- E. The Purchase Order shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws. Supplier consents to the jurisdiction and venue of the courts of any county in the State of Delaware or to the jurisdiction and venue of the United States District Court for the District of Delaware, if diversity of citizenship exists, in any action or judicial proceeding brought to enforce, construe or interpret the Purchase Order.
- F. All indemnification, payment, warranty, lien waiver, title and remedies provisions shall survive the termination of expiration of the Purchase Order.

Client Special Instructions

Request / Committed Delivery Date

Assuring you of our keenest service. Thank you for approving quote: RWI/LE/NZ/40E

Kind Regards,

**REID WILLIAMS**

+1 202 853 3227

RWilliams@cochraneglobal.com

Signed at

on

Signature

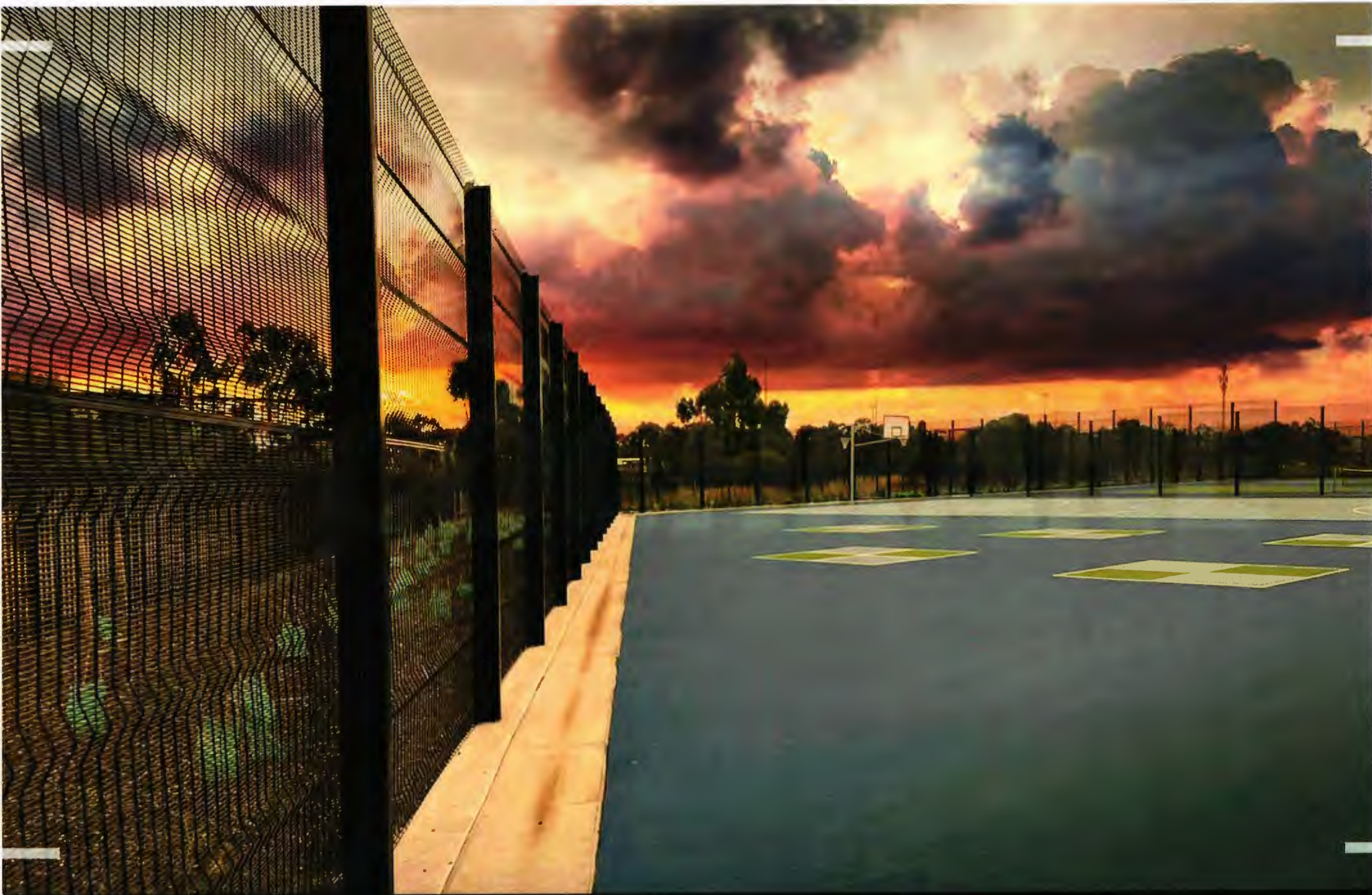




**CLEARVU**  
COCHRANE'S INVISIBLE WALL

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ENJOY THE VU

 **COCHRANE**

**CLEARVU**  
COCHRANE'S INVISIBLE WALL





Introducing an inspired intersection of innovation and aesthetics: ClearVu, Cochrane USA's Invisible Wall. Manufactured with our patented Rock Rigid Process, ClearVu delivers a level of rigidity that is unrivalled in its class - allowing for significantly wider panels - which means less posts, greater visibility, less concrete and faster installation.

If that wasn't enough, our internal fixtures are impervious to external attack and are locked in place, to the precise angle of our patented tapered posts, with anti-vandal bolts and 48 individual line wires (48 times more than most of our rivals). So attempting to pry a ClearVu panel away from its post requires nothing less than 8 tons of force.

Our coating, however, is where our commitment to research and development truly shines. Unlike inferior PVC or Polyester coatings, our patented Marine Fusion Bond fuses directly to the substrate, where it expands

# **SECURING THE WORLD'S MOST CRITICAL SITES**





# CLEARVU

COCHRANE'S INVISIBLE WALL

- Near Invisible Security Barrier
- Cutting Edge Design
- Patented Military-Grade Fencing
- Difficult to Cut and Climb
- Patented All-Weather Coating
- Minimal Maintenance



# THE FINEST FENCE YOU'VE NEVER SEEN

THE WORLD'S MOST ADVANCED SECURITY BARRIER













# COCHRANE GLOBAL

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With over four decades of experience in designing, engineering and manufacturing physical perimeter security barriers for the world's foremost corporations, security services and defence agencies, Cochrane has gained an enviable reputation for innovation. To illustrate most products that began as highly-specialised "bespoke builds" soon became part of our ever-expanding inventory of unique security solutions – not only contributing to our growing knowledge base, but to hundreds of design patents and registrations. Simply put, developing world-class has invariably meant both defining new categories and setting the benchmark for quality, service delivery and, above all, collaboration.

In this respect, our core mission – as one of the most trusted Security Providers on earth – is to first gain an in-depth understanding of the industries and environments in which our products will be deployed so they go beyond merely meeting expectations. That means not only engaging in extensive research and rigorous fine-tuning in partnership with our Clients, but drawing on the expertise of the world's finest designers, engineers, project managers, compliance specialists and security consultants.

From our architecture-inspired Clear View Invisible Wall range to our Marine Floating Barrier – the world's only non-pierced, high-security defence system – our track record in over 140 countries speaks volumes about our commitment to meeting local and international talent to address the specific needs of the most challenging sites on earth. In this way, besides mitigating current risks, our research and development focus ensures that our Clients are also protected against future threats. It's a philosophy that lies both at the heart of intergenerational business relationships and those that are yet to be forged.

- Quality Assurance
- Design and Engineering
- Manufacture and Fabrication
- Risk Advisory Services
- Structural Engineering
- Civil Engineering
- Electrical Engineering
- Program Management
- Defence Testing
- Cost Engineering
- Social Development





#### MANUFACTURING OFFICES

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