

QUOTATION

 Quote No.
 0010166

 Quote Date
 8/28/2023

 Expiration Date
 10/8/2023

TO:

CITY OF LAKE ELSINORE 130 SOUTH MAIN STREET LAKE ELSINORE, CA 92530 USA

(951)674-3124

ATTN:

EMAIL: cerickson@lake-elsinore.org

SHIP TO: SEAPORT BOAT LAUNCH 500 W LAKESHORE DRIVE LAKE ELSINORE, CA 92530

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ATTN: CHRIS ERICKSON 951-574-5170

Cust	No.	Refere	ence Sal	esperson Specifier	F.O.B.	Expiration
004001		NET 30		TZ /ULRICH None	DESTINATION	30 DAYS
Ln	Quantity	UM	Part	Description	Price	Extension
001	12	EA	QPSHA2842	***CMAS CONTRACT #4-19-78-0039A- OPEN MARKET*** 28"SQ X 42"HT PALM HOT COAL CONTAINER "HOT COALS ONLY" INSET IN A FLAME ON (3) SIDES FLAME PAINTED RED, LETTERS PAINTED WHITE. C-LATTE, T-LIGHT SANDBLAST, PERMASIHELD 4200	1143.0000	13,716.00
002	12	EA	HG23SQ/BLK	23 1/8"SQ BLACK STEEL HOT ASH GRATE		
003	12	EA	ASHDR-7X14/BLK	7 5/8"W. X 14"L. BLACK STEEL ASH DOOR		
800	1		FREIGHT	FREIGHT CHARGES	1647.0100	1,647.01
				TOTAL ESTIMATED TAX \$		1,344.27
				Total for Quote \$		16,707.28
				"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER. DELIVERY REQUESTED ON: (PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE).		

Please issue all purchase orders to QCP Corp. PO Box 639, Norco, CA 92860-0639. QCP is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify QCP at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order. When applicable, price includes delivery and offloading with QCP's crane equipped truck. Placement, if not accessible with QCP's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by QCP Corp. QCP Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others. All products are made to order. No exchange and no refunds.

The above Price Quotation is subject to the Terms and Conditions contained on the following page and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. Credit terms subject to change pending account verification.

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Cust No. 004001		Referer	nce Sale	esperson	Specifier	F.O.B.	Expiration 30 DAYS
		NET 30	GOT	Z /ULRICH	None	DESTINATION	
Ln	Quantity	UM	Part		Description	Price	Extension
				TERI	MS & CONDITIONS		

QCP PRODUCTS, PURCHASED NEW, ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QCP. QCP SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QCP OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, QCP shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without QCP written prior-authorization, QCP is only liable to replace, or credit you, at QCP option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

QCP shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond QCP's control. If QCP, in its discretion, determines that its performance would result in QCP incurring a loss because of causes beyond QCP control, QCP may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of QCP credit department. QCP reserves the right to demand you give a security interest in your inventory to QCP before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, QCP may defer further shipments or may at its option cancel any unshipped balance. No failure of QCP to exercise any right accruing from any default by you shall impair QCP's rights in the event you subsequently default. In the event QCP has a security interest in your inventory, this invoice shall become a demand notice.

QCP shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, QCP may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in QCP and the right to repossess shall be in addition to any and all other remedies QCP may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, or state laws of which merchandise is to be delivered, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in QCP's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which QCP may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to QCP.

The above Terms and Conditions represent the entire agreement between QCP and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both QCP and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

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