

PURCHASE ORDER FOR PURCHASE AND SALE OF GOODS

THIS PURCHASE ORDER FOR PURCHASE AND SALE OF GOODS (the "Purchase Order") is made this 16th day of April, 2003, by and between **Lumec, Inc., whose address is 640 Cure-Boivin Blvd, Boisbriand, Quebec, Canada J7G 2A7** ("Seller") and **THE CITY OF NAPLES**, a Florida municipal corporation, whose address is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Bid Schedule attached hereto and made a part of as Exhibit "A" subject to such terms as are set forth in the Description/Proposal and in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay the total amount of \$97,200.00 for street lights for the Bear's Paw Country Club Project, in accordance with the terms of this Agreement.

3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.

4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the time when the goods are received by Buyer.

5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at City of Naples, 295 Riverside Circle, Naples, Florida 34102. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.

6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.

7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.

8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.

9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within five (5) business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail

the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within five (5) days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within thirty (30) days of the notice of rejection unless Buyer earlier notifies Seller to forego such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer:

City of Naples
Attention: Kevin J. Rambosk, City Manager
735 Eighth Street South
Naples, Florida 34102-3796

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller:

Lumec, Inc.
640 Cure-Boivin Blvd.
Boisbriand, Quebec, Canada J7G 2A7

Attention: Ronald Steedman, Manufacturers' Representative

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

15. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Order on the day first written above.

ATTEST:

"SELLER":

(Print Name: _____)

By: _____
Ronald J. Steedman
Authorized Representative

(Print Name: _____)

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

By: _____
Kevin J. Rambosk, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

2268 Southeast 28th Street
Cape Coral, Florida 33904
Phone: 239-573-9427
Fax: 239-573-9477
e-mail: RLUMENATOR@aol.com

R.J. Steedman, Inc.

Fax

To: City of Naples attn: Jean Guy	From: Ron Steedman
Fax:	Pages:
Phone:	Date: 3/25/03
Re: Bear's Paw Country Club	CC:

R.J. Steedman, Inc., as manufacturers representative, is pleased to quote you the following luminaire assemblies for this project:

(72) Lumec 100MH-L50-SE5-ACFC-SFO-QTA240-1-BKTX-HABG-12SF40-BK-TX @ \$1380 each

Price includes freight prepaid and allowed to the site, and includes lamp. Changes in quantity may require a new quote.

A warranty sheet is enclosed.

Purchase orders should be made out to Lumec c/o R.J. Steedman, Inc. and mailed or forwarded to the above for editing and order entry. Thank you for the opportunity to work with you on this project.

Warranty

1. Every effort has been made to ship this order in accordance with the purchase order. However, the consignee is responsible for inspecting materials prior to their installation and for reporting any discrepancies to the distributor. **Any implied warranty as to saleability or suitability for any specific use is expressly disclaimed. All such warranties having been disclaimed, LUMEC will provide new parts, free of charge, in replacement of any parts proven to be defective. This responsibility excludes all costs relating to the removal, installation and proper selection of its products.**
2. **LUMEC guarantees materials and workmanship for a period of one (1) year from the date of shipment. A detailed description of any defect(s) surfacing after installation, and within the warranty period, should be given to the distributor. LUMEC will provide replacement material(s) at no cost. Compensation for labor costs will be at the discretion of LUMEC and must be preceded by a quotation which has been accepted by LUMEC. LUMEC will deny all labor costs which have not been received prior authorization.**
3. H.I.D. ballasts and photoelectric controls carry the original manufacturer's warranty. All H.I.D. ballasts have been pre-tested, prior to shipping, in order to avoid field failures. In spite of these precautions, a small percentage of H.I.D. ballasts can fail within the first year of operation. Contact the following O.E.M. for over the counter replacement through a stocking distributor:
Advance Transformer technical services, 1-800-372-3331
Universal Transformer, technical services, (201) 967-7600 (collect)
Make sure that the ballast is an Advance or Universal component. Otherwise, please consult factory.
4. All cartons should be inspected for freight damage on receipt. In the event of freight damage, replacement materials must be ordered and paid for, with the consignee filing a claim with the carrier for the amount of the replacement materials.
5. **LUMEC denies all responsibility for the installation of damaged goods.**