

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **18TH day of August, 2004**, by and between **Lumec, C/O R.J. Steedman, Inc.**, whose address is **2268 Southeast 28th Street, Cape Coral, FL 33904** ("Seller") and **THE CITY OF NAPLES**, a Florida municipal corporation, the address of which is **735 Eighth Street South, Naples, Florida 34102** ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, 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 Description/Proposal 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 **an amount not-to exceed \$70,989.00** for the goods 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 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, attached hereto and made a part of as Exhibit "B" at 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 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 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 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo 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: Dr. Robert E. Lee, 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 C/O R.J. Steedman, Inc.
2268 Southeast 28th Street
Cape Coral, FL 33904
Attn: Ronald Steedman

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 Agreement on the day first written above.

ATTEST:

(Print Name: _____)

ATTEST:

By: _____
Tara A. Norman, City Clerk

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

"SELLER":

Lumec C/O R.J. Steedman, Inc.
(Corporate Seal)

By: _____
Authorized Representative

"BUYER"

City of Naples, Florida

By: _____
Dr. Robert E. Lee, City Manager

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



Fax

To: Terry Fedelem
From: Ron Steedman

Fax:
Date: 6/1/04

Re: 10th St, Heart of Naples
CC:

Please find below the material pricing for this project.

- (19) Single assemblies, Lumec 175MH, per annual bid \$1520.00 each
- (17) Double assemblies, Lumec 175MH, per annual bid \$2477.00 each

Prices include lamps, bolts, etc.

Purchase orders should be made out to Lumec, c/o R.J. Steedman, Inc. Thank you!

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 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.**

Color Chart Warranty

Lumec offers a 5-year limited warranty on the quality of painted surfaces treated with the Lumital™ process (a powder coating finish electrostatically bonded to a well-prepared surface), including corrosion, loss of brilliance and color fading. You may consult this limited warranty on our Web site:
www.lumec.com/warranty

As Lumec constantly strives to improve its products, it reserves the right to substitute materials or alter the design of its products without prior notice.

Separate orders or releases shipped after a period of time may present slight color variations due to different color lots produced by our supplier, or to normal paint wear on previously installed units.