

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **19th day of January, 2005**, by and between **Wastequip Manufacturing Company dba Industrial Refuse Sales, Inc.**, whose address is **P.O. Box 2678, Eaton Park, FL 33840-2678** ("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 annual amount not to exceed \$35,000.00** 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, 50 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:

Wastequip Manufacturing Company dba Industrial Refuse Sales
P.O. Box 2678
Eaton Park, FL 33840-2678
Attn: Gary M. Bittner

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 annual Agreement shall take effect on the day of execution by the last party to execute this agreement. This agreement may be renewed at existing prices, terms and conditions, for two (2) separate 1-year periods, based on the mutual agreement, in writing, of both parties.

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

ATTEST:

"SELLER":

**Wastequip Manufacturing Company dba
Industrial Sales**

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

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

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

STEEL CONTAINERS

	<u>ITEM</u>	<u>UNIT COST</u>
1.	10 Yd ³ Containers:	
	A. Plastic side doors, flat top	\$ <u>1,085.00</u>
	B. Steel side doors, flat top	\$ <u>1,085.00</u>
2.	8 yd ³ Containers	
	A. Plastic side doors, flat top	\$ <u>811.00</u>
	B. Steel side doors, flat top	\$ <u>811.00</u>
	C. Plastic side doors, slant top	\$ <u>811.00</u>
	D. Steel side doors, slant top	\$ <u>811.00</u>
3.	6 yd ³ Containers	
	A. Plastic side doors, flat top	\$ <u>715.00</u>
	B. Steel side doors, flat top	\$ <u>715.00</u>
	C. Plastic side doors, slant top	\$ <u>715.00</u>
	D. Steel side doors, slant top	\$ <u>715.00</u>
4.	4 yd ³ Containers	
	A. Plastic side doors, flat top	\$ <u>566.00</u>
	B. Steel side doors, flat top	\$ <u>566.00</u>

BID SCHEDULE I (CONTINUED)

5.	3 yd ³ Containers	
	A. Slant top-no casters	\$ <u>431.00</u>
	B. Flat top-no casters	\$ <u>431.00</u>
6.	2 yd ³ Containers	
	A. Flat top-no casters	\$ <u>333.00</u>
7.	1 yd ³ Containers	
	A. Flat top-no casters	\$ <u>324.00</u>

State Minimum Order: See attached truck load quantities sizes can be mixed as needed.

Delivery can be accomplished within 30 calendar days after receipt of Purchase Order.

Prompt Pay Terms: 1 % 10 Days

Industrial Refuse Sales



"The Tough Container"

WASTEQUIP
INDUSTRIAL

MANUFACTURERS OF
COMPLETE REFUSE HANDLING EQUIPMENT

P.O. Box 2678 • Eaton Park, Florida 33840-2678
863-665-6507

LIMITED WARRANTY

INDUSTRIAL REFUSE SALES warrants only products of its manufacture to be free of manufacturing or material defects which occur during normal use and/or operation for a period of one (1) year from the date of shipment from the factory.

INDUSTRIAL REFUSE SALES will replace free of charge, all parts of our manufacture that prove to be defective (during the warranty period), pursuant to our factory inspection. Written permission must be obtained for repairs performed other than in our factory.

No freight, travel, meals, lodging or loss of hydraulic oil shall be covered by this limited warranty. Labor costs shall be in accordance to INDUSTRIAL REFUSE SALES's established rate. In case of defect, parts shall be returned to INDUSTRIAL REFUSE SALES with transportation charges pre-paid.

Should INDUSTRIAL REFUSE SALES manufactured equipment failure be due to use other than it was designed for, warranty will not be honored.

All products purchased by INDUSTRIAL REFUSE SALES from outside vendors shall be covered by that vendor's warranty only. INDUSTRIAL REFUSE SALES does not obligate itself to any such warranty.

The limited warranty supersedes all warranties whether implied or expressed and neither assures or authorizes any other person to obligate INDUSTRIAL REFUSE SALES to liability in connection with the sale of equipment.

INDUSTRIAL REFUSE SALES will make every effort to assist customers in maintaining their equipment in operating conditions and repair up to and after the warranty period.