

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 **Nedland Industries Inc.**, whose address is **315 Railroad Street, Ridgeland, WI 54763** ("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 \$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:

Nedland Industries Inc.
315 Railroad Street
Ridgeland, WI 54763
Attn: David A. Nedland, VP/GM

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":
Nedland Industries, Inc.

(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

Robert D. Pritt, City Attorney

PLASTIC CONTAINERS

<u>ITEM</u>	<u>UNIT COST</u>
1. 3 yd ³ Containers	
A. No casters	\$ <u>525.00</u>
B. With Casters	\$ <u>525.00</u>
2. 2 yd ³ Containers	
A. No casters	\$ <u>425.00</u>
B. With casters	\$ <u>425.00</u>
3. 1 yd ³ Containers	
A. No casters	\$ _____
B. With casters	\$ _____

State Minimum Order: 1

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

Prompt Pay Terms: _____% _____ Days

*Note: Freight can only be determined when amount to be ordered is determined. This will give the City the best freight rate.

Other quality Nedland Industries products:



POLY DURA KAN REFUSE CONTAINER LIMITED WARRANTY

Nedland industries Inc warrants the poly component parts of its containers to be free from defects in materials and workmanship for a period of five (5) years prorated as noted below. The warranty period starts at time of delivery and involves the molded portion only, not any attached hardware, lids or casters.

The containers are warranted from failure during normal and regular use. It does not cover negligence or abusive use such as burns, cuts, damage caused by vehicle hits and/or run overs improperly adjusted lift mechanisms or breakage due to dumping on top of a full hopper, vandalism or unauthorized alterations.

Nedland Industries Inc sole and exclusive responsibility for containers and components which fail by reason of defective material and workmanship during specified period shall be at its own expense, either to replace or to repair such defective container or part thereof, provided Nedland Industries, Inc. receives prompt written notice of any such defect.

The Nedland Industries Inc Poly Dura Kan Refuse Container Limited Warranty term shall be defined as follows:

First 24 months warranty replacement – no proration.

Succeeding years replacement cost to buyer is based on the following prorated formula:

*Number of months in service – divided by 60 months.

*Multiply the result by current price of container or part.

*This amount is the replacement cost to buyer.

Replacement containers and/or parts provided under the terms of this warranty are guaranteed only for the remaining period of the original warranty period. Components believed to be defective shall be retained by the buyer for inspection by Nedland Industries Inc to verify the existence of the covered defect.

This warranty is in lieu of all warranties, expressed or implied, including but not limited to warranties of merchantability or of fitness for a particular purpose and the obligation and liability of Nedland Industries Inc under this warranty shall not include any transportation or other changes or the cost of installation or liability for direct or indirect or consequential damages or delay resulting from the defect. Nedland industries Inc liability is limited only to the value of the container and/or component.

NOTE SPECIAL HANDLING PRECAUTIONS: Temperature Precautions

At temperatures reaching –20 F or below precautions and restrictions should be taken on containers during lifting and or dumping process. Due to brittleness of material at these temperatures creating possible breakage and possible voiding of warranty.

Effective October 1, 1996 this Warranty supersedes all other warranties stated or published.