

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **9th day of January, 2008**, by and between **Sanders Company, Inc.** whose address is **2816 Southeast Monroe Street, Stuart, FL 34997** ("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 **\$88,668.00 for the purchase of six Fairbanks Morse 6" B5443 "sludge return pumps"**, 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, 1400 3rd Ave North, Naples, FL 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 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. **Documents.** The terms and conditions of the quote attached hereto and made a part hereof as Exhibit "A" shall be incorporated herein as a part of this Agreement.

14. **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: 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:

Sanders Company, Inc.
2816 Southeast Monroe Street
Stuart, FL 34997
Attn: Craig A. Welch

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

15. **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 whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Effective Date.** This Agreement shall be in effect from January 9th, 2008 thru May 1st 2008.

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

ATTEST:

"SELLER":
Sanders Company, Inc.

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"
City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

By: _____
City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney



2816 SOUTHEAST MONROE STREET • STUART, FLORIDA 34997
(561) 220-2900 (800) 247-0880 FAX (561) 220-3088

TO: City of Naples WWTP
380 Riverside Circle
Naples, FL 34102
Attn: Ken Kemlage

DATE: 10/31/2007

PROJECT:

RAS Pump Replacement
Fairbanks Morse
S/N K4E1-077278
Revised quotation

We are pleased to propose the following:

Qty (1) Fairbanks Morse 6" B5443 Vertical Flexible Coupled non clog sewage pump rated for 1050 GPM \$ 40" TDH
To include the following : dynamic balancing, SS Impeller Fastener, SS external Bolting, SS / shaft sleeve, Tnemec exterior Coating, 6" x 6" suction elbow, Motor High Ring Base for use with VFD with coupling guard, SS/ Impeller & Case Wear Rings 350 BNH, Chesterton 442 Mechanical Seal with packing box modification, pump base.

Note: A 3% discount can be deducted from the below listed individual price if the city buys all 7 pumps at the same time.

Total Price \$ **\$ 14,778.00 Each** Plus Tax if Applicable F.O.B. Factory

Shipment 12-14 weeks after receipt of complete approval or waiver of submittal data in the Stuart Office.

Sanders Company, Inc. Standard Terms of Sale, on the reverse side of this proposal, are incorporated in this submission. If approval of drawing submissions is required, thirty (30) days for approval will be allowed. No hold-backs, cash discounts, or other credits will be allowed. Terms: ***Upon Credit Approval, net thirty (30) days or at start up whichever comes first.**

Accepted this _____ day of _____, 19____
Purchaser _____
By _____
Name Title
Address _____

Accepted this _____ day of _____, 19____
By Sanders Company, Inc.
By _____
Name Title
Prepared By _____

Craig A. Welch
Ph: 561-289-2057

* SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

3925 North I-10 Service Road
Suite 109-Q
Metairie, LA 70002
Tel 504-889-2125
Fax 504-889-4594
jim.miller@pentairpump.com
www.fairbanks-morse-pump.com
ISO 9001 Certified

April 27, 2007

To Whom It May Concern:

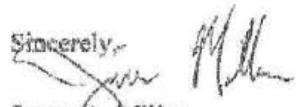
Re: Sanders Company Inc.

Gentlemen:

Sanders Company Inc. is the exclusive authorized Fairbanks Morse Pump Co. distributor for all counties east of the Apalachicola River. Their contract covers both new units and OEM repair parts for this region. Only companies such as Sanders Company Inc. that are under contract with Fairbanks Morse are authorized to sell our products, OEM parts, and services. Please contact Fairbanks Morse Pump Co. should you have any question.

We thank you for your confidence in Fairbanks Morse Pump Co. products and look forward to serving your requirements in the future through Sanders Company Inc.

Sincerely,


James A. Miller
Regional Sales Manager

cc: Mr. David Sanders Sanders Company Stuart Florida.