

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made **this 5th day of March, 2003**, by and between **Custom Pump & Controls, Inc.**, whose address is **6034 Jetport Industrial Blvd., Tampa, FL 33634** ("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 the total sum of: **\$32,250.00** 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, Wastewater Treatment Plant, 1400 Third Avenue North, 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 warranties of fitness and warranties that the goods are free from defects, **per Exhibit B**.
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: 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:

Custom Pump & Controls, Inc.
6034 Jetport Industrial Blvd
Tampa, FL 33634
Attention: Aaron Brooks

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:

"SELLER":

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

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



Custom
Pump &
Controls, Inc.

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Exhibit A
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6034 Jetport Industrial Blvd
Tampa FL 33634

Tel: (813) 886-6255
Fax: (813) 886-3508

Quotation No: AB021303

February 13, 2003

City of Naples
Attn: Ken

Project Name: KSB Amacan

We thank you for your interest in our product and are pleased to quote you on the following

Quantity	Description
1	KSB Amacan Series, Model PA4 800-540/608UAG, 85hp, 460volt, 3ph with 3:1ft power cord

Total Package Price : \$32,250
Freight Included

Price is firm for 90 days. Submittal drawings will be available within 1 week of date of receipt of order. Shipment will be 16 to 20 Weeks from date of release to production. Payment terms are Net 30 Days with no retainage. Shipping terms are F.O.B. Factory, FFA. Start services are included. Sales tax is not included.

Execution Agreement: Sign below and agree to the above bill of materials and terms and conditions.

Proposal accepted by : _____

Proposal Prepared by : Aaron Brooks

Printed Name : _____

Printed Name : Aaron Brooks

Company Name : _____

Date : _____

QUOTE1 - 2/13/2003

sjl - cp : - 09/03/09

Submersible Pumps Type KR7 (except grinder pumps)

Warranty for Permanent Municipal Installations



**KSB Five Year Or 10,000 Hour Pump Warranty And
KSB Ten Year Guide Cable Warranty For Permanent
Municipal Installations**

KSB, Inc. warrants to the Original End Purchaser that its Pump(s) will be free from defects in workmanship and materials covering parts and labor for a period of five (5) years or ten thousand (10,000) hours of operation, and that its Guide Cable will be free from defects in workmanship and materials covering parts and labor for a period of ten (10) years of operation when pumping abrasive-free, non-corrosive liquids used in Permanent Municipal Installations. This warranty commences on the date KSB, Inc. or its authorized Representative ship the pump(s).

KSB Pump(s) are warranted for five (5) years for use in Sewage Collection systems or intermittent duty cycle pumping. KSB Pump(s) are warranted for 10,000 hours of operation for use in Sewage Treatment Processing or for continuous duty cycle pumping. For the purpose of this clause, continuous duty cycle is defined as twelve (12) hours per day average operation time, or greater.

In the event that defects in workmanship or materials appear during the term of the warranty, the obligation of KSB, Inc. under the warranty shall be limited to replacement of defective part(s) and/or labor whichever KSB, Inc., in its sole discretion, chooses to elect. This Original End Purchaser shall be entitled to this warranty provided that the terms of payment have been complied with and the pump(s) with cable(s) attached or faulty part(s) thereof have been returned freight prepaid to KSB, Inc. or to an authorized KSB-Service facility and the defect has been acknowledged in writing by KSB, Inc. to be caused by faulty workmanship or defective material. Normal wear and tear is specifically excluded from warranty coverage.

This warranty does not apply to KSB Grinder Pumps. The warranty shall be void if the pump(s) or its part(s) have not been used and maintained in accordance with the printed Instructions of KSB, Inc., or have been damaged wholly or in part by misuse, accident, neglect, faulty electrical system, or any other cause beyond the control of KSB, Inc.

Unless otherwise specified by KSB, Inc., the warranty period shall be computed from the original shipping date to the date the pump(s) and/or part(s) are returned to KSB, Inc. or, if repairs are made on site, the warranty period shall be computed to the date notice of defects is received by KSB, Inc.

Pump(s) or part(s) repaired or replaced will be returned at the cost of KSB, Inc. Repairs or replacement parts are warranted free from defects in workmanship and materials for the longer of the un-expired term of this warranty or ninety (90) days from the date KSB, Inc. ships such repaired or replaced items, and all other terms and conditions of this warranty shall apply. The extent of the Original End Purchaser's share in the repair or replacement cost detailed below shall be paid prior to shipment by KSB, Inc.

Electrical system schematics (including bills of material) may be required to support any warranty claims at the request of KSB, Inc. This documentation will normally be required in the case of pumps or 20 horsepower and larger.

KSB, Inc. will bear the cost for such repair or replacement as follows:

Item	Categories	I	II	III
A. Pumps	Months after Shipment	0-18	19-39	40-60
	Hours of Operation	0-2,999	3,000-6,499	6,500-10,000
	KSB Share of Cost	100%	50%	25%
B. Guide Cables	Months after Shipment	0-120	-	-
	KSB Share of Cost	100%	-	-