

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **1st day of June, 2005** 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 of \$13,958.00** 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, **380 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", 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. **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:

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

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":

Sanders Company, 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



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: Laurence LeBuff

DATE: 4-4-05

PROJECT:

RAS Pump
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, Inmec 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.

Total Price \$ **\$ 13,958.00** Plus Tax if Applicable Factory F.O.B. _____



PENTAIR PUMP GROUP

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.fairbanksmorsepump.com
ISO 9001 Certified

November 2, 2004

To Whom It May Concern:

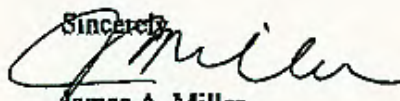
Re: Sanders Company Inc.

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



5 YEAR WARRANTY

FAIRBANKS MORSE SUBMERSIBLE PUMPS AND MOTORS FOR USE IN MUNICIPAL SEWAGE COLLECTION: PERMANENT INSTALLATION

Fairbanks Morse Pump ("Seller") extends a five (5) year prorated limited warranty from date of shipment on submersible pumps and motors of its own manufacture against defects in materials and workmanship. The Buyer must give written notice of any alleged defect covered by this warranty within a reasonable time after the claim arises which time shall not exceed thirty (30) days. No claim made after the expiration of the warranty shall be valid. Seller does not warrant accessories of components that are not manufactured by Seller. However, to the extent possible, Seller agrees to assign to Buyer its rights and in the original manufacturer's warranty, without recourse to Seller.

Guarantees of performance and warranties are based on the use of original equipment, manufactured (OEM) replacement parts. Seller assumes no responsibility or liability if alterations, non-authorized design modifications and/or non-OEM replacement parts are incorporated.

This warranty shall run for a period of five (5) years from the date of shipment for pumps and motors, permanently installed, maintained and operated in accordance with the Fairbanks Morse Pump Installation, Operation and Maintenance Manuals in use at the time of sale and as amended from time to time to the extent the Buyer has notice of such amendments. Warranty is void if moisture detectors and thermostats are not properly wired and if electrical cable between motor control panel and motor is spliced.

If requested by Seller, any equipment (or its component parts) must be promptly returned to Seller prior to any attempted repair, or sent to an authorized service station designated by Seller, and Buyer shall prepay all shipping expenses. Seller shall not be liable for any loss or damage to goods in transit, nor will any warranty claim be valid unless the returned goods are received intact and undamaged as a result of shipment. Repaired or replaced material returned to customer will be shipped F.O.B. Seller's factory. Underwriters Laboratories Listed motors must be repaired at a certified UL repair facility, otherwise this UL Listing is void. Seller will not give Buyer credit for parts in equipment returned to Seller, and will not accept delivery of any such parts or equipment, unless Buyer has obtained Seller's approval in writing.

Repair parts of its own manufacture sold after the original warranty period are warranted for a period of one (1) year from shipment against defects in materials and workmanship under normal use and service. This warranty applies to the replacement parts, and labor to replace those parts, and is not extended to the product or any other component of the product being repaired.

THIS WARRANTY IS THE SOLE WARRANTY OF FAIRBANKS MORSE PUMP AND FAIRBANKS MORSE PUMP EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This warranty does not apply to parts that fail due to abuse or normal wear (including, but not limited to impeller, wearing rings, seals and bearings). Under the terms of this warranty, Fairbanks Morse Pump shall not be liable for: (a) consequential, incidental, collateral, special or liquidated losses or damages; (b) equipment conditions caused by normal wear and tear, abnormal conditions of use, improper operation, acts of God, accident, neglect, or misuse of said equipment; (c) the expense of, and loss or damage caused by, repairs or alteration made by anyone other than those authorized by Fairbanks Morse Pump; (d) damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper voltage, mishandling, or other similar conditions; (e) any loss, damage or expense relating to or resulting from installation, removal or reinstallation of equipment; (f) any expense of shipment of equipment or repaired or replacement parts; or (g) any other loss, damage or expense of any nature. The liability of Fairbanks Morse Pump shall in no event exceed the purchase price of the individual unit of equipment paid by the original Buyer.

The Buyer's exclusive remedy under this warranty shall be for Fairbanks Morse Pump to repair on an adjusted basis the parts failing due to defects in materials, workmanship and labor to replace these parts during the warranty period. The Buyer will be invoiced for such repairs at the prorated percentage rate in the table below:

Repair Parts Price Factor

Months After Shipment	Sell Price Factor
0-18*	No Charge
Thru 36	.50
37-48	.70
49-60	.80

* Or not to exceed 12 months after installation, whichever comes first.

Repairs or service which are not covered by this warranty will be charged in accordance with standard prices in effect. In-shop labor for motor or pump repairs for the first 12 months after installation will be at no charge. After this period, labor charges for repair are the responsibility of the Buyer. Charges for removal, transportation, installation and all associated additional cost, are not covered under warranty. Fairbanks Morse Pump shall have the option, but is not obligated, to provide in lieu of repair a replacement for any equipment that is defective.

CONDITION TO WARRANTY WORK: If Buyer is in default (including, but not limited to, the failure of Buyer to maintain a current account with Seller) under the Order or any other agreement between Buyer and Seller, Buyer's rights under the warranty shall be suspended and the original warranty period will not be extended.

PERFORMANCE: Performance curves and other information submitted to Buyer are used to illustrate the general type and quality of the equipment and not to represent that the equipment will necessarily be of that type or nature. No warranty or guarantee shall be deemed to arise as a result of such a submission unless separately agreed to in writing by Fairbanks Morse Pump.