

CITY OF WAUKESHA, WISCONSIN
EQUIPMENT REPLACEMENT FUND EXPENDITURE
 Budget Year: 2017 - 2021

Ref # 161

Department: Fire Department
 Dept Head: Steve Howard
 Project Contact: Steve Howard

Description of Expenditure: Commercial Washing Machine for Fire Station #4

Addition or Replacement: Addition

Initial Cost	\$	15,500
Anticipated Annual Maintenance Cost/Cost of Operation	\$	200
Cost Over 5 years	\$	1,000

TOTAL \$ 16,500

Est. Salvage Value of Former Capital Asset \$ -

EST. INITIAL INVESTMENT \$ 15,500

Justification for Equipment Replacement Fund Expenditure

The Fire Department is requesting funds for the purchase of a commercial washing machine to be installed at Fire Station #4. This unit will be similar to the machines installed at other Fire Stations throughout the city. With the construction of Fire Station #3 in 2017, Station #4 will be our only location that does not have a commercial style washing machine within the building. Commercial style washing machines are necessary to decontaminate EMS equipment and clothing and to clean structural firefighting turnout gear. This purchase will be part of the Department's ongoing efforts to reduce the risk of cancer exposure. The Department has enacted procedures for Fire Department personnel when on scene cleaning/decontamination cannot adequately remove products of combustion. By having washing facilities at each station, the Department is able to ensure all turnout gear is cleaned on a regular basis and that the cleaning does not impact Fire Department operations.

Fund-Obj-Project	Funding Sources	FY '17	FY '18	FY '19	FY '20	FY '21	Total
0420-2242-49110	10 year GO debt	\$ 15,500	\$ -	\$ -	\$ -	\$ -	\$ 15,500
	Total	\$ 15,500	\$ -	\$ -	\$ -	\$ -	\$ 15,500

Fund-Obj-Project	Expenditures	FY '17	FY '18	FY '19	FY '20	FY '21	Total
0420-2242-68290	Equipment	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
0420-2242-68290	Plumbing	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ 4,500
0420-2242-68290	Electrical	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000
	Total	\$ 15,500	\$ -	\$ -	\$ -	\$ -	\$ 15,500

How will this improve our service level and efficiency?

By having ready access to a commercial washing machine at all Fire Stations, Fire Department personnel can quickly and easily decontaminate EMS equipment and clothing exposed to blood borne pathogens. Firefighting turnout gear can also be washed at the end of the shift and be ready for firefighting personnel when they return to duty. This equipment helps our personnel reduce their exposure to cancer causing products of combustion and ensures the cleanliness of equipment and clothing exposed to blood borne pathogens.

**CITY OF WAUKESHA FIRE DEPARTMENT
FIRE STATION #4
INDUSTRIAL WASHING MACHINE REPLACEMENT BIDS**

VENDOR	DESCRIPTION	COST
WASHBURN MACHINERY, INC. ** **Low Bid	UniMac UWN045K2L Washer/Extractor Drain Trough Equipment Delivery/Install Factory Freight Charge	\$7,750.00 \$467.00 \$900.00 \$290.00 TOTAL COST: \$9,407.00
BELSON COMPANY	UniMac UWN045K2L Washer/Extractor Bolt Down Kit Estimated Labor & Set Up Charges (EST.) Drain Trough Install **Drain Trough Install Not Incl. w/Bid**	\$8,227.50 \$125.00 \$712.00 \$500.00 (Est. Cost) TOTAL COST: \$9,564.50
BDS LAUNDRY SYSTEMS	UniMac UWN045K2L Washer/Extractor BDS Delivery & Installation Factory Freight Charge	\$13,840.00 \$4,290.00 \$240.00 TOTAL COST: \$18,370.00

PURCHASE CONTRACT

WASHBURN MACHINERY, INC. (hereinafter Seller)

175 Gaylord Street, Elk Grove Village, IL 60007 Phone: (847) 364-9274 Fax: (847) 364-8105

DATE: 1/25/17

PURCHASER'S NAME: Waukesha FD Station 4

CONTACT: Julie Schultz

STREET & NO: 1700 Northview Rd

CITY: Waukesha

PHONE/FAX: 262-524-3654/ cell 262-613-0854

STATE: WI ZIP: _____

PURCHASER HEREBY AGREES TO PURCHASE, AND SELLER HEREBY AGREES TO SELL, UNDER TERMS AND CONDITIONS HEREIN SET FORTH

INDUSTRIAL GRADE WASHER

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	UNIMAC UWN045K2L Washer Extractor, 45lb. Capacity, M30 Control with 30 Programmable Formulas, 5 Speeds; Automatic Liquid Supply Injection, Temperature Controlled Fill, Large 7.21 Cubic Foot Basket; 100 G-Max Extract; Electrical Service 208-240/60/1-3PH (Must be located on ground floor) (Customer to provide chemicals and pump)	\$7,750
1	Darin Trough 3' L x 16" W x 12" T	\$467
1	Washburn to deliver equipment. Washer will be anchored to existing concrete. All final connections to be completed by General Contractor. Washburn will provide startup and training	\$900
1		Factory Freight \$290
		Total Due \$9,407.00

** All Prices Quoted Are Cash Prices – Payment By Cash Or Check Only

Delivery Requested: _____ Purchaser's Initials _____ Ship Via: Washburn Machinery Inc.

In the event due to Purchaser's conduct, delivery is made more than thirty (30) days from the delivery date requested (above), at Seller's option, Seller may invoice for balance due and storage fees.

WASHBURN MACHINERY is not responsible for unknown/unseen utilities located under concrete, in walls & ceilings

Seller's right, title and interest in this Contract and the property may be assigned without notice. Purchaser agrees that any defense, counterclaim or setoff that Purchaser may have against Seller will be asserted against Seller only and not against any assignee. Both parties hereby waive the right to a jury trial in any action or proceeding arising out of this Contract.

Terms: Return signed contract. Net due at Invoice. Price is firm for delivery before 11/1/16

Until paid in full, property will be kept only at: Waukesha Fire Dept Stat 4 1700 Northview Rd Waukesha, WI

This Contract is subject to the terms and conditions printed on page 1, 2, and 3 hereof, all of which have been read by the undersigned and is hereby assented to, and constitutes the entire Contract between the parties. No representative of Seller or assignee has power to alter this Contract in any respect. Purchaser hereby acknowledges receipt of a copy of this Contract.

By signing individually, the following principal of Purchaser individually guarantees performance and payment under this Purchase Agreement. Acceptance of this guarantee is waived.

Purchaser or an Officer and Principal of Purchaser

WASHBURN MACHINERY, INC.

Signature

Rick Brown 262-363-4982

Salesman

PURCHASE CONTRACT TERMS AND CONDITIONS

1. **LIMITATION OF WARRANTIES:** THE ONLY WARRANTIES, IF ANY APPLYING TO THIS EQUIPMENT ARE THOSE GIVEN BY THE MANUFACTURER, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE, AGENT OR OTHER PERSONS TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS EQUIPMENT. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLER ANY DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES TO PROPERTY, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF TIME, LOSS OF PROFIT, OR LOSS OF INCOME. PURCHASER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS. BUYER ACKNOWLEDGES THAT HE IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES, WHICH WOULD EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
2. **LIMITATION OF REMEDIES:** SELLER GUARANTIES THE GOODS SOLD HEREUNDER AGAINST DEFECTIVE MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS AFTER DATE OF SHIPMENT, PROVIDED SUCH GOODS ARE PROPERLY CARED FOR, OPERATED UNDER NORMAL CONDITIONS AND WITH COMPETENT SUPERVISORY HELP. AS PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE MATERIAL OR WORKMANSHIP DISCOVERED DURING SUCH PERIOD, SELLER WILL CORRECT THE SAME BY REPAIR OR REPLACEMENT, F.O.B. MANUFACTURER'S FACTORY, PROVIDED THAT PURCHASER GIVES SELLER PROMPT NOTICE OF SUCH DEFECT AND PROVIDED THAT SELLER'S INSPECTION VERIFIES PURCHASER'S CLAIM. SELLER WILL NOT REMEDY ANY DEFECT CAUSED BY REPAIRS MADE BY OTHERS WITHOUT SELLER'S PRIOR WRITTEN CONSENT. IT IS EXPRESSLY AGREED THAT THE FOREGOING IS THE ONLY REMEDY FOR PURCHASER UNDER THIS PURCHASE AGREEMENT, AND IN NO CASE SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
3. This sale is F.O.B. the manufacturer's factory, import vendor's facility or Seller's place of business, as the case may be. Purchaser assumes the risk of damage or destruction to the goods sold hereunder after Seller's delivery of them to the carrier, and also assumes the risk of injury to persons from the goods, and of damage to property by the goods after such delivery to the carrier. Loss or damage to the goods shall not relieve Purchaser of its obligations hereunder. If the goods are not paid for in full at delivery, Purchaser shall obtain and deliver to Seller at delivery of the goods an all-risk insurance policy, insuring such goods in the amount of the purchase price, and naming Seller as the beneficiary. If Purchaser fails to obtain and deliver such policy, Seller is hereby authorized to purchase the same, and the cost of such policy shall be added to the purchase price hereunder. In the event of a loss under such policy, Purchaser hereby authorizes Seller to adjust and compromise such loss directly with the insurer, and any sums recovered under such policy shall be applied to amounts due and becoming due hereunder in the order of (a) costs, expenses and attorney's fees; (b) interest due; and (c) principal balance of the purchase price.
4. Until payment in full of the purchase price and all other amounts due under this Purchase Contract (a) title to the goods sold hereunder shall remain in Seller, and Purchaser hereby further grants to Seller a security interest in such goods to secure payment of such price and amounts, and shall upon demand execute such financing statements as Seller may reasonably request, and in lieu thereof, hereby irrevocably appoints Seller as its attorney-in-fact to execute such financing statements; (b) Purchaser shall keep the goods in good order and condition, free of all liens and other encumbrances, voluntary or involuntary; (c) Purchaser shall give immediate notice to Seller of any loss of or damage to the goods; (d) Purchaser shall not assign all or any part of its interest in this Purchase Agreement; (e) Purchaser shall allow Seller to inspect the goods, whether in operation or not, at all reasonable times, and if at any time in the opinion of Seller the goods require repairs in order to maintain the same in marketable condition or to preserve the same from excessive depreciation, Purchaser shall promptly upon written notice from Seller cause such repairs to be made at Purchaser's sole expense. Failure to make such repairs promptly is an independent breach of this Purchase Contract; and (f) Purchaser shall not allow such goods to become attached to real property in a way that such goods might be deemed to be fixtures.
5. Delivery dates are based on conditions at the time of quotation and are subject to causes beyond Seller's control, including Acts of God, the inability to obtain such goods from the manufacturer or importer, inability to obtain material, strikes, riots, fire, delay in transportation and other causes. If Seller contracts to deliver such goods inside of Purchaser's premises, Purchaser shall provide suitable openings. Purchaser hereby warrants that the ground or floor upon which the goods are to be set are of sufficient strength to support the goods and to allow it to operate properly. Refusal to take delivery upon the date scheduled is an independent breach of this Purchase Contract.
6. Seller's Remedies upon Breach. All sums due under this Purchase Contract shall bear interest at the rate of 18% per annum after due and until paid. Upon any breach of this Purchase Contract by Purchaser, Seller, at its sole option, may (a) recover the goods from Purchaser by legal action and further recover any lost profits, costs and expenses of removal, transportation, storage, repair, cleaning, maintenance and other costs of preparing for resale, and expenses of resale, all including amounts paid to employees as wages, to independent contractors, and the value of any officer's time; or (b) sue immediately for the price of the goods, plus Seller's costs and expenses; and (c) pursue such other or further remedies as are available to a seller of goods at law and in equity. In addition to the foregoing, Purchaser agrees to pay Seller's costs and expenses, including reasonable attorney's fees, incurred in enforcing this Purchase Contract, or in defending any action affecting the goods or Seller's rights hereunder. Seller shall have the right to enforce one or more remedies successively or concurrently, and such action shall not operate to prevent Seller from pursuing any further remedy that it may have.
7. Seller shall not by any act, delay, omission or otherwise be deemed to waive any of its rights or remedies, nor any term or condition of this Purchase Contract unless such waiver be in writing and signed by an officer of Seller, and then only to the extent of such written waiver. Waiver of a right or remedy, or term or condition of this Purchase Contract on one occasion shall not constitute waiver of such right or remedy, or term or condition, or of any other right, remedy, term or condition on a subsequent occasion. Time is of the essence in this Purchase Contract. This Purchase Contract comprises the entire agreement between the parties, and no term or condition hereof may be excluded, modified or amended except by a writing signed by the party to be bound.
8. Purchaser represents and warrants to Seller that Purchaser is the lawful owner, free of any liens or encumbrances, of any property given as a trade-in for the goods sold hereunder, and agrees that Purchaser will defend and hold Seller harmless from any claims, costs and expenses, including reasonable attorney's fees, incurred by Seller by reason of a breach of this provision.
9. In the event of any failure by Purchaser to perform any agreement herein contained which failure is not remedied by Purchaser within five days after written notice thereof from Seller, then in addition to any other remedies provided herein, Seller at its sole option may take whatever action as may in its discretion be necessary to make good such failure, and should any such action by Seller require the expenditure of monies, Purchaser shall reimburse Seller for such expenditure, together with Seller's costs and expenses of making good such failure, within 10 days after written notice and demand from Seller, and upon Purchaser's failure to do so, such expenditure, costs and expenses shall become additional indebtedness under this Purchase Contract, and secured by the retention of title and the security interest provided for herein. Seller shall not be liable to Purchaser for any damages sustained by reason of Seller's actions in making good Purchaser's failure to perform any such agreement hereunder.
10. If this sale is to be financed, Purchaser shall execute, prior to delivery, Seller's standard form Conditional Sales Contract and Promissory Note, which shall be consistent with the terms contained herein, and Purchaser also shall execute such other documents and instruments as Seller may reasonably demand to accomplish the purposes and terms contained herein and to create the appropriate installment debt and obligation to pay.
11. Purchaser hereby consents and authorizes Seller to make, from time to time, any and all reasonable inquiries regarding Purchaser's credit and indebtedness. Notwithstanding any other provision herein, Seller's obligations under this Purchase Contract to perform, continue or complete any work or deliver any goods may be suspended or terminated, at Seller's sole option, in the event that Seller deems itself insecure with regard to Purchaser's ability to pay amounts due or to become due hereunder, or to perform any other obligation hereunder.
12. Purchaser agrees that Seller may freely assign its rights under this Purchase Contract. Purchaser may not assign its rights under this Purchase Contract without Seller's prior approval in writing, and any such assignment without such prior approval shall be null and void and an independent breach of this Purchase Contract.
13. Purchaser shall obtain, at its sole expense, any and all approvals, building permits, and other governmental approvals for the construction or modification of structures, and the installation and maintenance of the equipment sold hereunder at the location to which it is to be delivered.
14. Notices which may be necessary or desirable hereunder shall be in writing and either delivered in person or by Fed Ex or similar carrier, or mailed by certified mail, return receipt requested, to the address of the other party stated on the front hereof. Any such notice shall be deemed effective when delivered or on the third weekday after such mailing.
15. Severability. In the event that any provision of this Purchase Contract is determined by a court of competent jurisdiction to be unenforceable, the remaining provisions shall not thereby be rendered unenforceable, and this Purchase Contract shall be valid and subsisting, and fully enforceable as to all remaining provisions.



BELSON CO. PAPER • PACKAGING • LAUNDRY
WARE WASH • SANITARY MAINTENANCE

730 LAMBEAU STREET • P.O. BOX 10477 • GREEN BAY, WI 54307-0477
(920) 499-1451 • FAX: (920) 499-3099 • 1 (800) 242-6324 • www.belsonco.com

TO: ATTN: JULIE SCHULTZ
WAUKESHA FIRE DEPARTMENT
1700 NORTHERN RD
WAUKESHA, WI 53188

QUOTE: 12417

DATE: January 24, 2017

Freight: PREPAID

Terms

F.O.B. DESTINATION

100% W/ORDER & SIGNED EPA

Lead Time: 1 - 2 WEEKS

Quantity	Item #	Description	Price	Ext. Amount
1	UWN045KL	UNIMAC 45LB WASHER WITH M30 CONTROL & 100G EXTRACT 208-240/60/1-3PH	\$ 8,227.50	\$ 8,227.50
1	ITEM OUT	BOLT DOWN KIT	\$ 125.00	\$ 125.00
1	ESTIMATED LABOR	BOLT DOWN NEW WASHER & PROGRAM SET UP	\$ 712.00	\$ 712.00
THANK YOU!				

(Labor time is an estimate only. Unforeseen circumstances may cause labor time to decrease or increase.)

WARRANTY:

3 YEAR - ALL PARTS on COMMERCIAL WASHERS & DRYERS.

5 YEAR - BEARING/BASKET/FRAME ON WASHER ONLY.

* OWNER IS RESPONSIBLE FOR UTILITY CONNECTIONS.

** OWNER IS RESPONSIBLE FOR DOOR OPENINGS TO BE

WIDE ENOUGH TO ACCOMMODATE DELIVERY OF EQUIPMENT.

SubTotal: \$ 9,064.50

Tax: \$ -

Total Amount: \$ 9,064.50

Order acceptance is contingent upon signing an Equipment Purchase Agreement (E.P.A.). Payment will be due in full at time of order entry. 1% discount can be taken if paid with certified check or cash. Personal or business checks require a 5 business day waiting period.

PRICES INTENDED FOR PROMPT ACCEPTANCE AND ARE SUBJECT TO CHANGE.

*** Visit our websites at www.belsonco.com & www.belsonprolaundry.com ***

* Drain trough install not included

- 1. No Contrary Terms.** No terms additional to or different from those set forth herein shall become a part of this agreement between buyer and seller. Terms of sale are expressly limited to acceptance of the terms set forth herein. Seller hereby gives notification of objection to any additional terms including, but not limited to, terms that materially alter the terms of sale as set forth herein and no further objection to any such additional or different terms shall be required.
- 2. Terms of Payment.** Terms of payment are: 1% 10, net 30, generally. Payment shall be in US dollars and shall arrive at seller's place of business within such terms. All sums not paid when and as due are subject to interest at the rate of 1½% per month. All prices are exclusive of all local, state and federal excise taxes, including without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the buyer. Prices are subject to change without notice and orders calling for future delivery will be billed according to the price in effect at the time of delivery. Written quotations automatically expire 30 calendar days from the date issued without the need for notice.
- 3. Delivery.** Unless contrary terms are set forth on the front hereof, terms of freight shall be f.o.b. seller's dock. Any prepayment by seller of freight charges shall be for the account of buyer and shall be included in the amount of the invoice and repaid by buyer on presentation thereof and shall not affect seller's obligations with respect to delivery. To the extent the purchase price includes freight charges, such price is based upon the lowest official freight rate in effect at the date of this contract. Any difference between such rate and the rate actually paid when the goods are shipped from seller's place of business, shall be for buyer's account and shall be reflected on the invoice, whether such difference results from a change in a rate or a change in route.
- 4. Risk of Loss.** Identification of the goods to the contract shall occur at the time they are delivered to carrier, and all risk of loss shall pass to buyer upon such delivery.
- 5. Insurance.** In no case does the purchase price, even though inclusive of freight, cover the cost of any insurance. Buyer shall pay all costs of insurance from the time that the risk of loss passes to it.
- 6. Delays.** Seller shall not be liable for any delay in the performance of this order, or in the delivery or shipment of the goods subject hereto, or for any damages suffered by buyer by reason of such delay, if such delay is, directly or indirectly, caused by, or any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of those specified above) beyond its control.
- 7. Conditions.** Orders are accepted with the understanding that they are subject to seller's ability to obtain the necessary goods from the manufacturer, and therefore, orders are subject to all current manufacturing schedules and governmental regulations, orders, directions and restrictions that may be in effect from time to time.
- 8. Cancellation.** Once accepted, orders become binding upon buyer and cannot be canceled without the written consent of seller upon terms that will indemnify seller against all loss.
- 9. Returned Goods.** In no case shall buyer be allowed to return any of the goods without the prior written consent of the seller. Only current, unused goods which have been invoiced to buyer within 90 days will be considered for return. Goods accepted for credit are subject to a minimum restocking charge of twenty five % plus all transportation charges. Custom orders are not subject to return for credit under any circumstances. Goods shall be securely packed to reach seller without damage. All risk of loss for returns shall be upon buyer.
- 10. Disclaimer of Warranties.** BUYER SHALL LOOK EXCLUSIVELY TO THE WARRANTIES PROVIDED BY THE MANUFACTURER(S) OF THE GOODS SUBJECT TO THIS ORDER. SELLER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTY SPECIFICALLY IS SET FORTH ON THE FRONT SIDE HEREOF. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE MANUFACTURER, SALE OR USE OF THE GOODS OR ANY BREACH OF THIS AGREEMENT BY SELLER.
- 11. Limitation of Action.** No action at law or in equity shall be maintained by buyer against seller for seller's alleged breach of this agreement and/or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred hereunder by seller unless (i) buyer notifies seller in writing at the address specified in this agreement within 30 days from the date of such alleged breach or violation and further provided seller does not remedy or correct the breach or violation within 60 days from the receipt of the notice (except in cases where such cure cannot be effected within such time, in which case seller shall have a reasonable time to effect such cure); and (ii) SUCH ACTION AT LAW OR IN EQUITY IS COMMENCED BY BUYER WITHIN 1 YEAR OF THE DATE THE GOODS ARE DELIVERED TO BUYER. The date buyer or buyer's agent signs a bill of lading acknowledging receipt of the goods shall constitute the date of delivery to buyer. Nothing contained herein shall be construed to abridge or limit any warranties that may be provided by manufacturers of the goods.
- 12. Limitation of Damages.** IF BUYER OR SELLER BRINGS ANY ACTION AT LAW OR IN EQUITY AS A RESULT OF A BREACH OF THIS AGREEMENT, NO CAUSE OF ACTION BY BUYER OR SELLER SHALL INCLUDE A CLAIM, NOR MAY RECOVERY BE HAD AGAINST BUYER OR SELLER, FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, AND IN CAUSE OF ACTION BY BUYER OR SELLER SHALL RESULT IN A JUDGMENT AGAINST EITHER PARTY IN AN AMOUNT GREATER THAN THE PRICE OF THE GOODS TO BUYER, PLUS ANY OTHER SUMS THAT MAY BE COLLECTED BY SELLER HEREUNDER.
- 13. Attorney's Fees.** If buyer fails to make payment when and as due or otherwise breaches this agreement and seller engages the services of a third party to enforce its rights hereunder, in addition to any other sums that may be due and payable to seller hereunder, buyer shall be responsible to and shall pay seller all costs of collection, including but not limited to, collection agency fees and actual attorney's fees.
- 14. Binding Effect.** This agreement shall inure to the benefit of and be binding upon buyer and seller and the respective successors and assigns.
- 15. Assignment and Delegation.** This agreement is not assignable nor is the performance of the duties delegable by buyer or seller without the prior written consent of the other party.
- 16. Waiver of Default.** NO MODIFICATION, ADDITION TO OR WAIVER OF ANY RIGHT, OBLIGATION OR DEFAULT SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM THE ENFORCEMENT THEREOF IS SOUGHT. ONE OR MORE WAIVERS OF ANY RIGHT, OBLIGATION OR DEFAULT SHALL NOT BE CONSTRUED AS A WAIVER OF ANY SUBSEQUENT OR OTHER RIGHT, OBLIGATION OR DEFAULT.
- 17. Consent to Jurisdiction and Venue.** ANY LEGAL OR EQUITABLE ACTION FOR CLAIMS, DEBTS OR OBLIGATIONS ARISING OUT OF OR TO ENFORCE THE TERMS OF THIS CONTRACT SHALL BE BROUGHT, AT SELLER'S ELECTION, IN THE CIRCUIT COURT IN BROWN COUNTY, WISCONSIN, WHICH SHALL HAVE IN PERSONAM JURISDICTION OVER BUYER AND SELLER. BUYER WAIVES THE RIGHT TO OBJECT TO SUCH VENUE OR TO REMOVE ANY SUCH ACTION FROM THAT COURT TO FEDERAL DISTRICT COURT.
- 18. Governing Law.** The goods hereunder are being purchased for personal purposes only and under no circumstances shall this contract be construed as a consumer contract. This agreement is entered into and shall be governed by the laws of the State of Wisconsin without regard for conflict of law principles.
- 19. Severability.** If any of the terms of this contract are deemed to be illegal or unenforceable by a court in the proper exercise of its jurisdiction, the remaining provisions shall be unaffected and this contract shall be treated as if such illegal or unenforceable provisions were never a part hereof.
- 20. Authorization.** The person signing this contract on behalf of buyer represents and warrants that they have full authority to bind buyer to the terms hereof.
- 21. Entire Agreement.** This contract constitutes the complete and exclusive statement of the agreement between buyer and seller pertaining to the sale of goods. This contract supersedes all prior and contemporaneous agreements and undertakings of buyer and seller in connection with the sale of the goods. This contract may not be modified except in writing signed by authorized representatives of buyer and seller.



March 1, 2017

Waukesha Fire Department
Ms. Julie Schultz
1700 Northview Road
Waukesha, WI 53188

Dear Julie:

Thank you again for discussing the commercial laundry equipment requirements for your property with me. I have attached the equipment information and options you requested that will meet your specific requirements. Following are advantages of buying your On-Premise laundry equipment from BDS Laundry Systems.

Advantages of partnering with BDS Laundry Systems:

- BDS is the leading Upper Midwest provider of On-Premise laundry equipment since 1961.
- We are a distributor for the industry leading brands: UniMac, Electrolux, and Speed Queen.
- BDS has many options to ensure the right laundry solution for your operation.
- Our experienced Laundry Consultants can assess your laundry operation and recommend time- and cost-saving equipment and processes.
- BDS provides on-going training and service on the equipment you purchase.
- Experienced Service Technicians provide additional product support to reduce downtime.
- Parts inventory in excess of one-million dollars to ensure immediate shipment.
- We offer Aquawing Ozone Water Treatment systems, which provide 100% disinfection and eliminate hot water usage up to 90%, while maintaining cleaning quality and integrity.
- BDS offers great factory financing – low rates – easy application process.

If you have any questions regarding this proposal, or how the equipment compares to other manufacturer's features and benefits, please contact me. I am available to meet with you regarding this project. My toll-free direct dial number is 855-623-7236.

Sincerely,

Craig Hanson
Vice President
Commercial and Industrial Equipment Division

CRH/

CRH/Quotes/



March 1, 2017

**Custom Laundry Proposal for:
Waukesha Fire Department Station 4**

Description	Qty.	Price
UniMac 45 LB. Hard Mount Washer. Model UWN45K2L Voltage: 208-240/60/01	1	\$13,840.00
BDS Delivery and Installation	1	4,290.00
Factory Freight	1	\$240.00

BDS Delivery and Installation Includes:

- Equipment delivery to site location.
- Washer set in place, leveled, anchored and grouted.
- Left ready for Service Connections by others
- Training laundry personnel to operate equipment properly.
- Removal and disposal of old laundry equipment.

Owner Responsibilities:

- All utility connections
- Utilities sizing in accordance with equipment manufacturer specifications; including water, electrical and sewer.
- Customer must coordinate chemical supply connection and equipment programming with the chemical supply company.

Labor Warranty:

- 30-Day BDS Labor Warranty

Terms of Agreement:

- Payment terms: Net on Invoice
- Current applicable state and local taxes will be applied at time of sale.
- This proposal is valid for 30 days.

CRH/Quotes/