



Frog Creek Partners, LLC
Remit to: 800 West Yellowstone Hwy
Casper, WY 82601
(307) 797-7720
accounting@frogcreek.partners
www.frogcreek.partners

Quotation

ADDRESS

Gillette Rotary Club

QUOTATION # 1123

DATE 11/18/2021

EXPIRATION DATE 01/18/2022

ITEM	SKU	QTY	RATE	AMOUNT
Gutter Bin Drop Inlet Filter (DIF) model (stainless steel) - single 13 inch receiver For placement under existing drop inlet grates (Type 13 & 16)	DIF-S-S13	1	850.00	850.00
Gutter Bin DIF model combo inlet screen (stainless steel) DIF model screen for the curb inlet opening	DIF-C2-S	1	140.00	140.00
Mundus Hoop - Rigid Circular Type (stainless steel) Vertical pollution capture for use in Gutter Bin® products	MH-CIRC	1	30.00	30.00
Mundus Hoop Lock Key (pair) Pair of removable Mundus Hoop lock key for vacuum truck applications	MH-MLK	1	35.00	35.00
Mundus Bag - Vac Truck Friendly - 13 inch diameter Full trash capture and gross sediment filtration 600 microns or greater in size (reusable)	MB-VTF-13	2	125.00	250.00
Surcharge Raw materials surcharge - DIF stainless steel		1	83.30	83.30
Installation		1	100.00	100.00

All sales subject to Frog Creek Partners' terms and conditions

SUBTOTAL	1,488.30
TAX	0.00
TOTAL	\$1,488.30

Accepted By

Accepted Date

Thank you for your business.

Frog Creek Partners – Terms & Conditions

1. **PRICES.** Prices for Frog Creek Partners, LLC ("Seller") products as quoted by Seller will be made available for Buyer's acceptance for thirty (30) days from the quotation date unless otherwise expressed and are thereafter subject to change or withdrawal. Seller reserves the right to change any pricing terms when the quantities change by more than ten percent (10%).
2. **ACCEPTANCE.** A quotation is an offer to sell to potential customer(s). A signature on an issued quotation represents the party's agreement to purchase the products and/or services according to the terms as described in the aforementioned quotation. BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTATION, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.
3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.
5. **PAYMENT.** Unless otherwise agreed to by Seller, invoices issued by Seller shall be paid by Buyer within thirty (30) days of the date of the invoice. Payment may be made by cash, check, or credit card. Call (307) 439.9570 or email accounting@frogcreek.partners to pay by credit card.
6. **LATE PAYMENT.** A one percent (1%) per month (a rate of twelve percent (12%) per annum) service charge will be due and billed on past due amounts. Buyer shall be responsible for paying any costs associated with any collection effort, including, but not limited to, reasonable attorney fees as permitted by state law.
7. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.
8. **SET-OFF PROHIBITION.** Buyer shall not apply any deduction, whether by way of set-off, counterclaim, discount, or otherwise, to the price of Seller's products or to any payment owed to Seller. Seller is entitled to payment in full for goods shipped.
9. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re- consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.
10. **TAXES.** Buyer shall be responsible for payment of all taxes associated with the sale, delivery, storage, processing, use, or consumption of any of the products covered hereby.
11. **PERMISSIBLE VARIATIONS.** Variations in the products as to components, dimensions, quantity, and the like shall be permissible and shall not constitute cause for Buyer's rejection of any variations that fall within the applicable product specifications in effect at the time of sale subject to standard manufacturing variations, tolerances and classifications.
12. **REJECTION.** Any claim by Buyer based upon delivery of products that are of incorrect size, type, or quantity, or that have been damaged in shipment, ascertainable upon visual inspection thereof, must be presented to Seller or its representative within fifteen (15) days following date of receipt of such nonconforming or damaged products by Buyer. In the absence of any such claim within fifteen (15) days, Buyer's receipt of any products delivered hereunder shall be an unqualified acceptance and a waiver by Buyer of any and all claims related to incorrect size, type, or quantities or related to shipment damage. No claim of any kind, whether as to products delivered or for non-delivery of products, and whether or not based on negligence or other tort, shall be greater in amount than the purchase price of the products in respect of which such claim is made.
13. **STATEMENT OF LIMITED WARRANTY.**
 - a. Limited Warranty. Subject to the limitations and exclusions set forth below, Seller warrants that the rigid products to be delivered hereunder shall be free from defects in materials and workmanship in normal use and service for three (3) years from the date of delivery. Furthermore, Seller warrants that filter bags to be delivered hereunder shall be free from defects in materials and workmanship in normal use for one (1) year from the date of delivery or thirty days (30) from initial normal use, whichever is shorter. Seller makes no warranty pertaining to filter media. This warranty is applicable only to Buyer and there are no other intended beneficiaries of this warranty.
 - b. Warranty Limitations and Exclusions. For the warranty to apply, the products must be installed in accordance with all site conditions required by state and local codes, applicable product or industry specifications and guidelines including the exclusive use of Seller approved filter bags, and manufacturer's installation recommendations and in accordance with all applicable laws. Specifically excluded from the warranty are damages to the products arising from ordinary wear and tear, alteration or repair by anyone other than Seller, accident, misuse, abuse, or neglect, or arising from any other event not caused by Seller.
 - c. Seller's obligation under this warranty shall not include any transportation charges or costs of installation.
 - d. Except as specified above, no other express warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by word or act, shall constitute a warranty or otherwise alter, vary, or expand the express warranty set forth above.
 - e. Claims & Remedies. All claims made under this warranty shall be presented to Seller in writing at Seller's corporate headquarters, Frog Creek Partners, LLC, 800 West Yellowstone Hwy., Casper, WY, 82601, within sixty (60) days after Buyer's discovery of defects in the products for which such claim is made. Any claim under this warranty that is not so presented to Seller in writing within sixty (60) days after discovery shall be deemed unconditionally waived. Seller agrees to replace (or, in Seller's sole discretion, repair) those products determined by Seller to be defective and covered by this warranty. The supply of replacement products or parts (or the repair of products, as the case may be) is the sole remedy of Buyer for breaches of this warranty. Seller's liability specifically excludes the cost of removal of the replaced products and/or installation of the replacement products.
 - f. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF BUYER OR ANY THIRD PARTY, including, but not limited to, loss of production and profits, labor and materials, overhead costs, government imposed regulatory fines or fees, or other loss or expenses incurred by Buyer or any third party.
 - g. TO THE EXTENT ALLOWED BY LAW, THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - h. UNLESS EXPRESSLY MADE HEREIN, NO EXPRESS OR IMPLIED AFFIRMATION, REPRESENTATION OR WARRANTY HAS BEEN MADE THAT SAID MATERIALS COMPLY WITH ANY CODE OR ANY PROJECT SPECIFICATION.
14. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller. Buyer shall not infringe or assist any other third party to infringe on Seller's intellectual property.
15. **FORCE MAJEURE.** Seller shall not be held responsible for any delay in performance under these Terms and Conditions of Sale resulting in whole or in part from or made impossible or impracticable by any cause beyond the control of Seller, including, but not limited to, terrorism, natural disaster, war, fire, explosion, accident, breakdown, strike, adverse weather conditions, failure or refusal of any carrier to transport materials, delay in transport thereof, inability to obtain, on terms deemed by Seller to be commercially practicable, any raw material or other needed resources (including energy), failure of any transportation media, sale or transfer of manufacturing facilities, embargo or any act of God or action or request of any governmental authority, failure or refusal of any carrier or contractor, or any other contingency or delay or failure or cause beyond Seller's control.
16. **USE OF PRODUCTS.** Even if Seller offers directions, recommendations, or suggestions for the use of products delivered hereunder, it is solely Buyer's responsibility to determine whether products are suited for Buyer's specific needs, and there are no representations or warranties except as set forth herein. Buyer assumes full responsibility for compliance with all governmental laws, rules, and regulations governing, and assumes all risks and liabilities arising from, unloading, discharge, storage, handling, installation, and use of Seller's products, including use of Seller's products as part of or in connection with other equipment or materials. Buyer is solely responsible for the collection, removal and disposal of all captured waste unless otherwise agreed to by the parties. Buyer agrees to indemnify Seller, its agents, and employees for any and all claims, liabilities, and expenses (including, but not limited to, reasonable attorney fees) arising out of or caused by the failure to comply with the terms set forth herein or to follow instructions, warnings, or recommendations furnished by Seller in connection with any products delivered hereunder.
17. **BUYER COMPLIANCE WITH LAWS.** Buyer warrants and represents that it is and will continue to be in compliance with all laws including without limitation all applicable rules, regulations, codes, plans, injunctions, judgments, orders, decrees, and rulings.
18. **LIMITATION OF ACTIONS.** No action arising out of these Terms and Conditions of Sale shall be brought by Buyer against Seller more than one (1) year after the accrual of the cause of action therefor.
19. **CHOICE OF LAW & VENUE.** These Terms and Conditions of Sale and the transactions contemplated hereby shall be governed in all respects by the laws of the State of Wyoming, without reference to its choice of law principles. The parties consent to the exclusive jurisdiction and venue of the federal or state courts of proper subject matter jurisdiction located Wyoming for all purposes related to these Terms and Conditions of Sale.
20. **RETURNS & RESTOCKING CHARGES.** Seller reserves the right to reject the return of any products returned by Buyer pursuant to these Terms and Conditions of Sale. All returned products must be in resalable condition, undamaged, and in standard inventory packages. Products accepted for return by Seller are subject to a restocking charge, including any applicable freight/shipping charges, based upon the price in effect at the time of original sale. Special order items cannot be returned.

NO OTHER TERMS: ANY TERMS OR CONDITIONS ON BUYER'S PRINTED FORMS OR ANY OTHER DOCUMENT OF BUYER SHALL NOT APPLY. ACCEPTANCE OF ANY GOODS SHIPPED WILL CONFIRM BUYER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE EXCLUSIVELY WITHOUT MODIFICATION. BUYER ACCEPTS ALL TERMS AND CONDITIONS HEREOF, NONE OF WHICH MAY BE CHANGED BY BUYER. ACCEPTANCE OF ANY SHIPMENT BY BUYER IS AN ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE, NOTWITHSTANDING ANY ACT OF SELLER, INCLUDING SHIPMENT OR ACCEPTANCE OF PAYMENTS, AND NOTWITHSTANDING ANY TERMS OR CONDITIONS CONTAINED IN ANY ACKNOWLEDGMENT OR OTHER DOCUMENT OF BUYER.