## **Crowd Control Warehouse**

1525 W Homer Street Chicago IL 60642 United States

### Quote for #D31030 (05/06/22)

#### **Item Details**

Quantity	Item	Taxes	Part Number	Price
88 x	Lightweight Hot-Dipped Galvanized Steel Barricade, 8.5 Ft Angry Bull Barricades - FLAT FEET / NONE	\$615.69 IN STATE TAX	CCW-05- 019-00005	\$99.95
	Barricade Jacket : NONE Feet Options : FLAT FEET			
	Additional Info : Angry Bull Barricades			

### **Payment Details**

Subtotal price:	\$8,795.60
Total tax:	\$682.62
Shipping:	\$956.08
Total price:	\$10,434.30
Total paid:	\$0.00
Outstanding Amount:	\$10,434.30

### Shipping To Sold To

ERIN HURLEY
TOWN OF YORKTOWN

IN 47396 United States Tel: +17657594003

# ERIN HURLEY TOWN OF YORKTOWN

IN 47396
United States
Email: ehurley@yorktownindiana.org

If you have any questions, contact us on <a href="mailto:sales@crowdcontrolwarehouse.com">sales@crowdcontrolwarehouse.com</a>

If you are required to sign for your delivery, please check that all of your items are present and in good condition before signing. Your delivery driver is required to wait for you to unwrap and inspect your entire shipment before signing for your delivery. In the rare case that your items are either damaged or missing, please hold the driver and call us immediately upon

delivery in order to ensure a replacement or refund. If you cannot get in contact with a representative, please refuse the shipment or note the issues on the delivery paperwork. If you sign for an incomplete or damaged shipment without noting any issues on the paperwork, we cannot provide a refund or replacement.

Remit Payment To:
Crowd Control Warehouse LLC
1525 W Homer Street, Suite 203

Chicago, IL 60642

1. Prices and Payment. Unless otherwise quoted by Seller to Buyer, prices shall be those in effect at time of shipment. Balances that are not paid within thirty (30) days of the date of payment set forth in the terms of the invoice shall bear interest at the rate of five (5) percent per month until paid.

- 2. Taxes. Seller's prices are exclusive of any federal, state, or local tax, or any other tax or similar charge based upon or measured by the gross receipts from this purchase order. If Seller is required by applicable law or regulation to pay or collect any such tax, this amount will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate.
- 3. Currency. Unless otherwise expressly agreed in writing by Seller and Buyer, all fees shall be payable by Buyer in US dollars.
- 4. Method of Payment. Seller accepts payment methods of bank wire, Visa, MasterCard, Discovery, American Express, and check by mail.
- 5. Acceptance; Credit Check. All orders are subject to acceptance by Seller. Seller has the right to conduct a credit check of Buyer.
- 6. International Shipments. International shipments are likely to be subject to additional customs and/or duty fees that are not included in our shipping costs. Such costs will be billed directly to you by UPS or FedEx unless the buyer specifies a customs broker to handle the transaction. Buyer is reasonable for all fees including but not limited to customs fees, duty fees and storage fees.
- 7. Return of Goods and Damaged Shipments. Please refer to "Shipping & Returns" terms at https://www.crowdcontrolwarehouse.com/pages/shipping-returns
- 8. Shortages. Claims for shortages, other than loss in transit, must be made in writing within five (5) days after receipt of shipment.
- 9. Warranties. Seller warrants that all products sold under this Purchase Order are free of any security interest and will be made available to Buyer subject to transferable warranties made to Seller by the manufacturer of such products. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 10. Limitation of Liability. Buyer's remedies under this Purchase Agreement are subject to any and all limitations contained in the manufacturer's terms and conditions to Seller. Furthermore, Seller's liability to Buyer shall be limited to repairing or replacing the products, or refunding the purchase price of the products, at Seller's option. In any event, Seller shall not be liable for any indirect, consequential, special, incidental, and/or punitive damages of any kind or nature, or, without limiting the foregoing, for any lost profits.
- 11. Force Majeure. Seller shall not be responsible for delays or failures in performance, including delays in delivery, resulting from acts beyond Seller's control, including acts of God, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, fire, communication line failures, power surges or failures, natural disasters, or failure of its suppliers to timely ship or deliver.

- 12. Waiver. Seller's failure or neglect to enforce any of its rights under this agreement shall not be deemed to be a waiver of Seller's rights.
- 13. Modification. No terms and conditions other than those stated herein, and no agreement or understanding, oral or in writing, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
- 14. Survival. If anyone or more of the provisions herein shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this agreement shall not be affected thereby.
- 15. Severability. If any of the terms herein are deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions.
- 16. Governing Law. This agreement, and all matters hereto, shall be governed by, and construed in accordance with, the laws of the State of Illinois (without giving effect to the choice of law principles thereof).
- 17. Disputes. Any dispute relating in any way to these terms shall be submitted to confidential arbitration in Illinois, except that, to the extent Buyer has in any manner violated or threatened to violate Seller's intellectual property rights, Seller may seek injunctive or other appropriate relief in any state or federal court in the state of Illinois, and Buyer consents to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this agreement shall be joined to an arbitration involving any other party subject to this agreement, whether through class arbitration proceedings or otherwise.