



14041 West Road, Houston, Texas 77041
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QUOTATION

To: Phoenix Specialty
ATTN: Eric Newman
Phone:
Email:

Quote Number: Q-LFA-2302
Date: 3/25/2020
Quoted By: Rhonda Pereyra
Project:

Item	Qty	Stock Code	Description	Unit Price	Item Price	Lead Time
1	1	AE024IQTF125	ACTUATOR, ELEC. 24VDC ROTORK IQTF125F20FOCPT24D01	\$3,745.00	\$3,745.00	Stock
Total					\$3,745.00	

Delivery: ARO, INCO terms 2010, Ex Works Houston .

All prices in U.S. Dollars

Quote Validity 30 Days automatically revolving with 30 days notice of change.

Lead times quoted may change at time of order entry depending on availability and shop capacity.

Terms: Lancaster Terms and Conditions Govern the Order.

Lancaster Flow Automation appreciates the opportunity to quote on your equipment requirements. If you have any questions you can contact:

LANCASTER FLOW AUTOMATION, LLC

TEL: (832) 237-9444

EMAIL: info@lancasterflow.com

Prices quoted are valid for thirty (30) days. The quotation, and any sale resulting therefrom, is subject to buyer's acceptance of Lancaster Flow Automation's Terms and Conditions of Sale. Any terms and conditions included with buyer's order which are in any way in conflict or inconsistent with Lancaster Flow Automation's Terms and Conditions of Sale shall not be binding on Lancaster Flow Automation unless expressly agreed to in writing.



**LANCASTER FLOW AUTOMATION, LLC
TERMS & CONDITIONS OF SALE**

1. **DEFINITIONS:** "Agreement" means the Seller approved Purchase Order and Terms & Conditions of Sale as described below ("Seller Terms and Conditions") when accepted and executed by Seller. "Buyer" means the party placing an order for Seller's products. "Product(s)" means any components, items, replacement items or any other materials, and any part thereof supplied to Buyer pursuant to a Purchase Order. "Purchase Order" means any document designated by Seller as a "purchase order" or Seller-generated purchase document. "Seller" means Lancaster Flow Automation, LLC.

2. **TERMS AND CONDITIONS BINDING:** The terms and conditions of any purchase of Products from Seller are strictly limited to those set out below. Any attempt by Buyer to attach or insert additional, different or inconsistent terms and conditions of sale in its request for a quotation, acknowledgement or acceptance of a Purchase Order or otherwise, are rejected and will be void and of no effect. No changes or additions of any kind to the Seller Terms and Conditions and no purported waiver of any kind will be binding on Seller unless agreed to in a writing signed by an authorized representative of Seller.

3. **PAYMENT:**

- a. Payment terms are net thirty days from date of invoice on approved accounts or as agreed in writing. Payment must be made in United States dollars.
- b. A cash deposit or credit card authorization may be required for incoming orders if an open account is not otherwise approved by Seller. If a credit card is given as security for credit availability, Buyer agrees that the credit card will be used if the account becomes past due.
- c. All disputes on billing and of product delivery condition must be reported within 20 days of receipt of Seller's invoice.
- d. Late fees will be assessed on all past due amounts at the rate of 18% per annum or at the highest rate allowed by law.
- e. Any account payments or unapplied cash/credit may be applied to offset late fees on the account, and then applied to the oldest invoice(s).
- f. Copies of lost or misplaced invoices will be subject to a \$15.00 replacement fee.
- g. NSF checks are subject to a \$40.00 administrative fee or the highest rate allowed by law.
- h. Failure to comply with these terms and conditions may result in cancellation of credit privileges without notice.
- i. Buyer will be responsible for all actual collection fees and costs, all actual litigation costs, and all actual attorneys' fees in connection with the collection or litigation of any delinquent amounts owed by Buyer to the fullest extent allowed by applicable law.
- j. If Buyer instructs Seller to charge any balance due to Seller to any credit card from any credit card service, Buyer will pay to Seller a minimum convenience fee of 3.5%.

4. **TAXES:** Seller's quoted prices do not include sales, use, excise or similar taxes or duties, which are payable by Buyer along with the price of the Product as a condition of shipment unless other payment terms are set out on the Purchase Order.

5. **SHIPMENTS:** Unless otherwise stated on the Purchase Order, prices are free on board Seller's facility. Seller is not responsible for damage or loss in transit. The means and method of shipment will appear on the Purchase Order. If no shipping method is prescribed, Products will be shipped in Seller's discretion with risk of loss and damage to Products passing to Buyer when the Products leave Seller's dock. If partial shipments are permitted, Seller may invoice each shipment separately. All products must be inspected upon receipt and claims for transit damage (concealed or external) must be filed by the Buyer exclusively with the transportation company. Buyer will provide Seller with a copy of any claim for loss or damage in transit within ten (10) days after receipt of shipment, for Seller's information only.

6. **EXPORT COMPLIANCE:** Certain Products sold by Seller may be subject to export control and other international laws, regulations, orders of the United States, the European Union, and/or other countries ("Export Laws"). Export Laws include, but are not limited to, U.S. Export Administration Regulations ("EAR"), U.S. International Traffic in Arms Regulations ("ITAR"), sanctions programs and orders administered by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC"), U.S. anti-boycott laws and regulations, U.S. Foreign Corrupt Practices Act ("FCPA"), and other anti-bribery laws and regulations of any applicable jurisdiction. Buyer represents and warrants that it will comply with any applicable Export Laws. Buyer will obtain any license, permit, or authorization required by such Export Laws to transfer, sell, export, re-export, or import the Products and related technology and documentation. Buyer will not export, divert, re-export, or transfer the Products and related technology and documentation to any prohibited country, entity, or person in contravention of such Export Laws. Buyer represents and warrants that it is not on any restricted party list maintained by the U.S. government and is not prohibited by applicable law from purchasing or receiving Products hereunder. Seller will not comply with boycott-related requests except to the extent permitted or sanctioned by U.S. law and then only at Seller's discretion.

7. **CANCELLATION:** Orders accepted by Seller may not be modified or canceled, except with Seller's written consent and provided that Buyer pays any cancellation charge. The cancellation charge must protect Seller against all costs and losses incurred by cancellation of the Purchase Order. Seller reserves the right to cancel any sale hereunder without liability of Seller (except for refund of monies already paid for Products that have not been delivered), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. **RETURNED PRODUCTS:** No Product may be returned without prior written approval of Seller and issuance of a Return Goods Authorization (RGA) number. The authorized RGA number must appear on all forms accompanying all returns. Products that have not been authorized for return, or that do not bear the RGA number, may be refused at Seller's discretion. In Seller's discretion all returned goods are subject to a restocking fee of not less than 15%.