



EXPERTS IN
WATER CHEMISTRY
SINCE 1903

SALES QUOTE

Quote Number: QTE2062
Account No.: 1325955

Quote Date: 9/23/2022
Expires on: 10/23/2022

Your Sales Representative:
JOE SCHULTHEIS

Quote To:
GK TECHSTAR
802 WEST 13TH STREET
DEER PARK, TX 77536

(610)297-5327
Joe Schultheis jschultheis@waltron.net
frosocha@waltron.net (alternative)

STOCK NUMBER	DESCRIPTION	LEAD DAYS	QTY	PRICE	TOTAL
W3040-097C	PLC BOARD CL05308 3040 SERIES (**NTS)		1.00	\$559.12	\$559.12
W3040-015	PUMP MOTOR 70-80 RPM, 24 VDC, 3040 SERIES		1.00	\$1085.00	\$1,085.00

Standard payment terms, if not credit approved:
50% deposit at time of order and 50% due in advance of shipment.
Credit Card payments for orders in excess of US\$3,000
are subject to an additional 2.5% transaction fee.

TOTAL: \$1,644.12
EST SHIPPING: \$0.00
Net 30

Standard Delivery Terms:
EXW Flemington NJ, freight collect, third party bill, unless noted otherwise below:
Ex-Works - Flemington NJ

STANDARD TERMS AND CONDITIONS (Applicable unless qualified elsewhere)

1. **PAYMENT TERMS** – Payment in advance or net cash 30 days for credit approved customers. A finance charge of 1 1/2 % per month will be imputed against outstanding overdue balances.
2. **ORDERS** - All orders are subject to acceptance by Waltron Headquarters, 25 Minneakoning Road, Suite 101, Flemington, NJ 08822 USA. See 7a below.
3. **QUOTATIONS** - All quotations are subject to change and/or cancellation at the sole discretion of Waltron Headquarters. 25 Minneakoning Road, Suite 101, Flemington, NJ 08822 USA.
4. **DELIVERY** - All prices are EX WORKS (INCO TERMS EXW) our plant Flemington, New Jersey and do not include any applicable Federal, State or local sales and excise taxes or any other surcharges unless otherwise specifically indicated. Applicable packaging, handling and shipping charges will be included in freight line. A \$20.00 chemical handling charge will be added to all orders shipping chemicals.
5. **SHIPMENTS** - Shipment dates are based on the Seller's best estimates. The Seller will exercise his best efforts to ship on schedule, but shall not be liable for damage or loss because of any delay in shipment. Seller reserves the right to fill order by complete or partial shipments unless otherwise agreed. The responsibility for goods lost or damaged in transit rests with the carrier.
6. **AGREEMENTS** - Seller's commitments are contingent upon strikes, fires, accidents, or other caused beyond Seller's control.
- 7a. **ACCEPTANCE** – a. **Conditional.** Seller's issuance of the Order Acknowledgment is expressly made conditional (i) upon Buyer's assent to any and all terms contained in the Order Acknowledgment that are additional to or different from any terms on any Purchase Order, and (ii) upon Buyer's further assent that the terms contained in this Order Acknowledgment constitute the sole and exclusive agreement between Seller and Buyer. Such assent shall be deemed given unless Buyer notifies Seller in writing of Buyer's objection to specific terms within five (5) days after Seller's issuance of the Order Acknowledgment. Issuance of a Purchase Order with additional or different terms is not an objection to specific terms of the Order Acknowledgment.
- b. **No Acceptance.** Seller's performance under the Order Acknowledgment does not constitute an acceptance of provisions of any Purchase Order that are different from or additional to the terms of the Order Acknowledgment, and such different or additional provisions are hereby expressly rejected and are void.
8. **CANCELLATION** - Orders are accepted with the understanding that they are not subject to cancellation except on terms that will indemnify Waltron Bull & Roberts, L.L.C.. against loss.
9. **TAXES** - Purchaser agrees to bear all tax of any kind now or hereafter imposed on this contract on the manufacture, sale, lease, shipment, ownership, possession, or use of the items covered by the transaction.
10. **INTELLECTUAL PROPERTY** - Patent protection and for other intellectual property rights are limited to product design only and are no way extendable to any use of process in which Purchaser may install this equipment.
11. **ARBITRATION** - Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
12. **WARRANTY POLICY** - Providing Purchaser notifies us promptly, if within one year from date of shipment equipment or parts manufactured by us fails to function properly under normal and proper use because of defects in the material or workmanship demonstrated to our satisfaction to have existed at the time of delivery or because examination proves them not to be operating within the specified limit of calibration, the company, reserving the right to either inspect them in your hands or request their return to us, will at our option repair or replace at our expense Ex Works our plant or give you proper credit for, such equipment or parts determined by us to be defective, if returned transportation prepaid by Purchaser. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to you by anyone except our authorized employees, and the Company will not be liable in any event for alterations or repairs except those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the parts manufactured by others but furnished by us will be repaired or replaced only to the extent of the original manufacturer's guarantee. No guarantee whatsoever is given as to electronic tubes, lamps, fuses, quartz or glass and the Company shall have no repair or replacement obligation as to these. Corrosion or other decomposition by chemical action is specifically excluded as a defect covered hereunder. The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, of merchantability or other wise, expressed or implied in fact or by law, and state our entire and exclusive liability and buyer's exclusive remedy for any claim of damages in connection with the sale of furnishing of goods or parts, their design, suitability for use, installation or operation. We will in no event be liable for any special or consequential damages whatsoever, and our liability under no circumstances will exceed the contract price for the goods for which liability is claimed.
13. **FAIR LABOR STANDARDS ACT COMPLIANCE** - we hereby give written assurance with respect to the production of goods and/or performance of services covered by our invoices that Seller has fully complied with the requirements of the Fair Labor Standards Act of 1938, as amended, and the Regulations in connection therewith, the Seller believes that goods manufactured by others and sold and delivered by Seller have been similarly produced. We certify to the best of our knowledge, information and belief, the prices charged herein do not exceed any maximum price permissible under any prevailing and applicable Law or Regulation
14. **POLICY CHANGES**-Any changes, modifications of additions to the terms conditions and/or prices of this document will only be applicable if confirmed in writing by Waltron.