

Project:

Lake County Jail (Planetary Mixer)

From:

Myers Restaurant Supply
 Jacob Thomases
 1599 Cleveland Ave.
 Santa Rosa, CA 95401
 (707) 570-1200

| Item | Qty | Description | Sell | Sell Total |
|------|------|---|--------------------|-------------------|
| 1 | 1 ea | PLANETARY MIXER | \$6,643.76 | \$6,643.76 |
| | | Hobart Model No. HL200-10STD | | |
| | | 100-120/50/60/1; Floor type mixer; with bowl, beater, & whip; US/EXP configuration - Legacy Planetary (Floor) Mixer, 20 quart, (3) fixed speeds plus stir speed, gear-driven transmission, 15-minute SmartTimer™, #12 taper hub, manual bowl lift, stainless steel bowl, aluminum "B" beater, stainless steel "D" wire whip, stainless steel bowl guard, 1/2 hp, cord with plug | | |
| | 1 ea | Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA | | |
| | | | ITEM TOTAL: | \$6,643.76 |
| | | | Merchandise | \$6,643.76 |
| | | | Tax 7.25% | \$481.67 |
| | | | Total | \$7,125.43 |

Prices Good Until: 04/24/2021

TERMS OF PAYMENT.

Deposit of 50% of purchase price due upon receipt of accepted quotation by Seller or first Myers Purchase Order placed, whichever comes first. The remaining balance due prior to delivery or shipment of items.

A finance charge of 1½% per month will be charged on the balance of all overdue accounts. Time is of the essence of this agreement.

SALES AND USE TAXES. Buyer shall be responsible for, & shall pay on demand by Seller, such sales, use, or other taxes or government charges for which Buyer may be liable or which Seller is required by law to collect from Buyer.

TITLE. Buyer acknowledges & agrees that title to the Property which is the subject of this purchase is reserved in Seller until the full purchase price for the Property is paid.

SECURITY INTEREST. If & to the extent that Buyer shall be deemed to have any interest in the Property prior to payment of the full purchase price for the Property, Buyer hereby grants to Seller a continuing lien and security interest in Buyer's interest in the Property. Until such time as the Buyer pays the full purchase price, Buyer shall [i] maintain the Property in good condition & working order at Buyer's expense; [ii] defend any action which may affect Seller's interest in the property at Buyer's expense; [iii] allow Seller to inspect the Property at all reasonable times; [iv] not sell, encumber, relocate, or otherwise transfer the Property; [v] not discontinue or delay for more than [10] ten days, the project for which the Property is intended; and [vi] keep the Property free of all levies and security interests or other liens, charges or encumbrances. Upon request of the Seller, Buyer agrees to provide all required UCC-1 Financing Statement information & to take all other reasonable action to enable Seller to obtain, perfect, and defend its security interest in the Property.

Returns: Seller will work with Buyer and manufacturer to return unwanted and unneeded items. Buyer acknowledges that not all items are returnable once manufactured; these include but are not limited to all custom items. ~Seller will not accept returns from Buyer of any item deemed as custom. For items that can be returned to the manufacturer, Buyer agrees to a minimum of 35% restocking fee and any freight that was incurred from the factory as well as shipment back to the factory. No returns can be made back to Seller without prior consent from Seller representative.

Warranties: All warranties are provided by the manufacturer. Return, replacement or repair of defective equipment shall be governed solely by the terms of the Manufacturer's warranty. Seller has not made any warranties, expressed or implied. All claims are between Buyer and the Manufacturer. Seller may assist Buyer in obtaining claim service. It is agreed to by Buyer that all warranty repairs and/or service calls must be performed by a Licensed and Approved Factory Service Agency, Buyer further acknowledges that if work is performed by a non-approved factory agency, the warranty can be deemed void by manufacturer. Customer is responsible for contract the Authorized Factory Service Agency to schedule a warranty call. Model and Serial number are required. Buyer acknowledges that in most cases warranty does not cover overtime hours or hours not deemed to be the normal business day.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$7,125.43