



18240 North Bank Road  
 Roseburg, OR 97470  
 P: (541)496-3541  
 F: (541)496-0803  
[service@romtec.com](mailto:service@romtec.com)

# PROPOSAL

| Date     | Proposal # |
|----------|------------|
| 05/26/17 |            |

## COMMERCIAL PROPOSAL

### City Park Concession/ Restroom

Company: [REDACTED]  
 Contact: [REDACTED]  
 Address: [REDACTED]  
 Phone: [REDACTED]  
 Email: [REDACTED]

**TERMS:** Purchase Order is based on the attached Romtec Scope of Supply Services document and the attached Terms & Conditions. Payment terms and bonding requirements are to be determined based on completion and submission of the "Customer & Project Information" form and review by Romtec's credit department.

| Quantity   | Description   | Unit Price   | Extended Price             |
|--|---|--------------|----------------------------|
| 1  | Custom Large Octagonal Building<br><br>See attached Romtec Scope of Supply dated: 5/26/17 | \$100,194.15 | \$100,194.15               |
| <b>SUBTOTAL</b>  |   |              | <b>\$100,194.15</b>        |
| Shipping and handling from Roseburg, OR to: [REDACTED] |   |              | \$8,125.00                 |
| <b>TOTAL</b>   |   |              | <b><u>\$108,319.15</u></b> |

**DESIGN SERVICES INCLUDES AN INITIAL UNSEALED PLAN SET ON 11" X 17" FORMAT AND ONE SEALED REVISION IN RESPONSE TO COMMENTS.** If any additional revisions, sealing or change in plan set size are requested or required, an additional Design Service will be charged.

- \* This proposal includes the design & engineering by Romtec to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.
- \* All prices listed above are F.O.B. Roseburg, OR, freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec notice to proceed document
- \* This proposal does not include any applicable sales or use taxes.
- \* This proposal is effective for 90 days from above date; thereafter all prices are subject to change without notice.

The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec, Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and notice to proceed. Additionally, the customer will complete the Customer & Project Information request as quickly as possible so that payment terms, and if applicable bonding requirements, can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin until the customer has granted submittal approval and notice to proceed.

**Romtec, Inc.**  
 Signature: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Customer**  
 Signature: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

1. **Terms of Payment.** Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.
  - a. **Credit terms.** Upon execution of the Purchase Order agreement, Customer shall provide a completed credit application (subject to Romtec's approval) and evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequent if in the opinion of Romtec management, new information or conditions warrant such modification.
  - b. **Payment terms.** Should Romtec be unable to approve credit terms it will provide an alternative payment plan to its customer.
  - c. **Government terms.** Net 35 days from date of shipment.
  - d. **Deviation from payment.** Time is of the essence with respect to Buyer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Buyer and other parties, or failure by other parties to pay Buyer or perform any agreement with Buyer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Buyer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. The ROMTEC Warranty becomes null and void when payment is more than 5 business days past due.
  - e. **Tax.** Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Buyer is responsible for remitting any taxes that are applicable.
2. **Change Orders.** All Change Orders must be signed by the Buyer. Prices stated herein are valid for 90 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal, after formal approval, requested or required by Buyer for any reason shall be performed by ROMTEC at Buyer's expense, as follows: (i) Buyer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Buyer's description, ROMTEC shall provide to Buyer a written price quote for the modifications requested; (iii) Buyer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.
3. **Delay of Project.** Should progress of the project be delayed to where ROMTEC cannot produce and deliver six months from the date the purchase order is signed, Buyer will reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered, as well as expenses related to the authorized purchase or production of items requested. Additionally, Buyer agrees to accept cost increases that may occur during the time the project is delayed.
4. **Terms of Delivery.** ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Buyer by reason of such delay, when such delay is beyond ROMTEC's control. All goods are shipped F.O.B. Roseburg, Oregon, which means that the risk of loss or damage to the goods and risk of delays in transit passes to the Buyer when the goods are duly delivered to the carrier at Roseburg, Oregon. ROMTEC has no control over arrival time of a shipment, and shall not be responsible for delays in shipments once the goods leave ROMTEC's plant.
  - a. **Procedures for Handling Products.** ROMTEC's suggested procedures for handling products are as follows:
    - (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
    - (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
    - (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE BUYER.
5. **Description of Products and Warranty.** ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains & defines ROMTEC's complete offering of its products and services (as applicable). In addition, Section 4 of the Scope of Supply & Design Submittal defines ROMTEC's Limited One Year Warranty.
6. **Time of Shipment and Delivery.** Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Buyer is ready to deliver the goods to the Buyer, the Buyer agrees to accept the goods at the carrier's earliest possible delivery date and time.
7. **Store & Invoice.** If Buyer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Buyer accepts the obligation to pay ROMTEC under its agreed upon payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the agency/contractor. Further, ROMTEC may at its sole discretion invoice the Buyer for a **minimum** of \$450 per month for on-site storage. Deliveries that are delayed by the Buyer may be canceled by ROMTEC and the goods returned to ROMTEC at its discretion. Any costs or difficulties arising from the Buyer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Buyer. The Buyer agrees to pay for the complete shipping cost if ROMTEC elects to cause the goods to be returned to ROMTEC or delivered to another Buyer.
8. **Cancellation.** Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Buyer cancel its purchase order prior to granting Notice to Proceed in producing the building kit package, Buyer shall pay ROMTEC 30% of the project total as compensation for design services rendered. In addition, Buyer shall reimburse all expenses related to the authorized purchase or production of items requested prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Buyer indicate approval of its supply offering by executing the signature page of its Scope of Supply & Design Submittal document and Notice to Proceed. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed in producing the building kit package, the Buyer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.
9. **Contract Documents.** Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).
10. **Attorney Fees.** If Buyer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Buyer agrees to pay the reasonable attorney fees (whether or not litigation is commenced) and other costs of such collection.



- a. In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.
  - b. This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County, with respect to litigation regarding any dispute, claim or other matter related to this contract.
11. **Controlling Provisions.** The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.
12. **Binding effect.** This Purchase Order agreement shall be effective and in force only when signed by Buyer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
13. **Notice.** All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.
14. **Modification.** No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.
15. **Interpretation.** The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.
16. **Severability.** The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.
17. **Waiver.** Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.
18. **Counterparts.** This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.