



# BARNEY'S PUMPS INC.

LAKELAND • CORAL SPRINGS • JACKSONVILLE

CORPORATE OFFICES  
2965 BARNEY'S PUMPS PLACE  
LAKELAND, FL 33812-4209  
P.O. BOX 3529  
LAKELAND, FL 33802-3529  
PHONE (863) 665-8500  
FAX (863) 669-0538

October 13<sup>th</sup>, 2014

City of DeBary  
16 Columba Rd.  
DeBary Fl. 32713

Re: Service Contract Agreement for Storm Water Lift Stations

Dear Alan Williamson:

Thank you for your inquiry regarding the maintenance service that Barney's Pumps provides. We appreciate this opportunity to offer a proposal for ongoing service.

Each site inspection includes documentation of voltage, amperage and ETM readings, full function testing of controls and a full inspection of the wet well and pumps. For the year 2014-2015, please select how often you would like the service to be performed:

Monthly \_\_\_\_\_ Bi-Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Semi Annually \_\_\_\_\_ Annually \_\_\_\_\_

During the site inspection, Barney's Pumps will repair and correct any minor deficiencies. These may or may not be done for an additional charge. Any significant repairs or modifications will be communicated in writing before they are performed. These types of changes will incur additional charges for time and material. However, the prices quoted will include a 10% discount on our normal sale prices because you are a service contract customer.

The standard site inspection charge is \$500.00 per visit and will be invoiced after each visit. Any emergency call outs will be a charge of \$85.00 p/hr during regular business hours and \$128.00 p/hr for after regular business hours and weekends with travel time included.

This contract will be in effect upon agreement and will expire December 31<sup>st</sup>, 2015.

Please sign below and provide any necessary changes regarding contacts, billing addresses and phone numbers. Please return via fax to my attention at 863-669-0538 or e-mail to [stillwell@barneypumps.com](mailto:stillwell@barneypumps.com) by December 20, 2013. Please contact me if you have any questions, or if you need any additional information. Thank you again.

Sincerely,

*David Stillwell*

David Stillwell  
Customer Service Manager

Quotation acceptance / authorization to proceed:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



## Barney's Pumps Terms of Sale & Warranty

1. Pricing is based upon these and our manufacturer's standard terms and conditions of sale. Copies of manufacturer's documents are available for review. No other terms or conditions of sale apply unless accepted in writing by the Barney's Pumps Credit Manager or an officer of the company. Quoted prices do not include any taxes and are valid for THIRTY (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps reserves the right to modify pricing.
2. Standard payment terms are net 30 days from invoice date. *For contractor sales: Minimum 90% net 30 days – Balance of retainage due at start-up OR eighty (80) days from invoice date, whichever occurs first.*
3. We reserve the right to charge one and one-half percent (1-1/2%) of the past due balance per month. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law.
4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part.
5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials/goods you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing.
6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for damage or shortage must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days.
7. Materials/goods may not be returned without our consent and will be subject to a restocking charge plus any freight costs involved.
8. **LIMITED WARRANTY:** Materials/goods manufactured by others are warranted only under the conditions and to the extent that they are warranted by the manufacturer(s) of said materials/goods, whose warranties will be furnished and assigned to Purchaser on request. We will not be liable for any breach of such warranty and Barney's Pumps does not provide any express or implied warranty concerning such materials/goods.  
With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls<sup>®</sup> electrical control panels, we warrant said materials/goods only to the original purchaser and only against defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. Parts of products, or accessories, manufactured by others are warranted only to the extent of the original manufacturer's express warranty, if any. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge with a new or remanufactured part, F.O.B. Lakeland, Florida. The original purchaser shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any.  
**EXCLUSION OF ALL OTHER WARRANTIES:** THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED; ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY GOODS OR MATERIALS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS.  
For those items partially or totally manufactured by others and incorporated into our system(s) for resale, we pass along their warranty in total, but do not offer additional warranties, nor certify that they meet the intent of any request.  
Other than the above express warranty, Barney's Pumps makes no other warranties or representations whatsoever. In order for our said warranty to be enforceable, we must first be given a written notice and a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. Warranty is determined solely by the manufacturer of the materials/goods.
9. **Service, Repair and Maintenance Work:** From time to time, Barney's Pumps may perform service, repair and maintenance work for the customer on materials/goods purchased by the customer and/or provide training to the customers concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days.
10. In no event will we be liable for consequential damages, incidental damages, special damages, indirect damages, loss of use, loss of performance, loss of operations, loss of profit, or any other damages with respect to any materials/goods supplied by us, whether solely manufactured by us or others. Barney's Pumps and the original purchaser agree that the sole and exclusive remedy against Barney's Pumps regarding goods and materials manufactured by Barney's Pumps shall be for the repair or replacement of defective parts as provided above.  
Indemnification and/or Hold Harmless is not accepted by Barney's Pumps. This in no way diminishes the rights of either party. It is simply our corporate policy to rely on our extensive warranty outlined above.