

PURCHASE ORDER

VILLAGE OF IRVINGTON

85 Main Street  
Irvington-on-Hudson, New York 10533  
(914) 591-7070

N<sup>o</sup> 286607827

The above number must appear on  
invoices, packages, and correspondence.

Dept. 6-50100-200-303  
Item No. 5010.410

Date. 9/7/17 Date Required \_\_\_\_\_  
Ship Via \_\_\_\_\_ F.O.B. \_\_\_\_\_  
Terms \_\_\_\_\_

VENDOR Victor Stanley  
P.O. Drawer 330  
Dunkirk, MD 20754

Ship to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please ship the following:

Quantity	✓	Stock Number Description	Price	Per	
2		garbage receptacles - 1 for OCA			\$1421 <sup>00</sup>
		1 for DEW	590		\$1421 <sup>00</sup>
1		<del>Bike rack</del>			\$529 <sup>00</sup>
		<del>for OCA Trailway project</del>			
			<b>Total</b>		3,371.-

Ordered By \_\_\_\_\_

Village of Irvington Tax Exemption Certificate No. A-153829

of \_\_\_\_\_ says: that the foregoing claim against the Village of Irvington is in all respects just and correct; that the services and articles charged therein have been actually rendered, performed, furnished and delivered for and to said Village; that the standards of quality of the articles is as represented and charged for; that the sums charged therein are reasonable and just; that the said claim is justly due and owing to said claimant; that no payments thereon have been made; that no off-sets exist against the same, or any part thereof, except as a statement of such off-set or payment is made or contained in said claim, and that the foregoing or annexed statements are in each and every respect true. Further, it is understood that no amount will be honored in excess of 10% higher than the approved amount specified in this document.

Signature of Claimant or Authorized Agent

CLAIMANT - DO NOT WRITE BELOW THIS LINE

DEPARTMENT CERTIFICATIONS

I hereby certify that the services and articles listed above were ordered with my approval

THIS SPACE FOR USE OF TREASURER

I hereby certify that the services and articles listed above have actually been rendered and received for the benefit of the Village of Irvington and that the claim is in all respects just and correct.

Approved B. G. Date 9/8/17  
Treasurer



P.O. Drawer 330, Dunkirk, MD 20754  
 1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579  
 VICTORSTANLEY.COM

## SALES ORDER

Please read it carefully and immediately report any discrepancies

**Bill To:**  
 Village of Irvington  
 85 Main Street  
 Irvington, NY 10533

**Sales Order No:** SO39895  
**Revision Number:** 0  
**Sales Order Date:** 09/11/17

**Customer PO No:** 28660  
**Customer No:** C019725  
**Phone No:** 914-591-4356  
**Terms:** Net 30  
**Associate:** Danna Stanford  
**Distributor:** Victor Stanley Inc.

**Contact:** Greg Nilsson  
**Contact Phone No:** 914-591-6044

**Project Name:** OLD CROTON AQUEDUCT TRAILWAY  
**Project Location State:** NY

**Ship To:**  
 Village of Irvington  
 Public Works  
 Greg Nilsson  
 6 South Astor Street  
 Irvington, NY 10533

**Sell To:**  
 Village of Irvington  
 Karen Buccheri  
 85 Main Street  
 Irvington, NY 10533

**Ship Via:** Contract Carrier  
**Ship Freight:** Prepaid  
**Shipping Method:** FOB Factory  
**Estimated Lead Time:** Allow 8 to 10 (weeks) for Production of your order.

**This Order is valid for 7 days.**  
 To be valid, this Signed Sales Order with a completed credit application (if applicable) must be returned within this time frame.

### Comments:

- \* Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond, etc.
- \* All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- \* Common Carrier unloading is the responsibility of the receiver.
- \* While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- \* In order to validate our generous warranty, we require the exact name of the project and the exact location at which these products will be installed.
- \* It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- \* This order is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- \* Signed Sales Order with a completed credit application (if applicable) must be returned within 7 days to be valid
- \* Victor Stanley reserves the right to charge storage fees beginning on the 7th day after first notification of payment being due.

QTY	Model No.	Description	Unit Cost	Total Price
2	SD-42	Ironsites Series 36-Gallon Side-Opening Litter Receptacle SD-42 Components Black Plastic Liner Green S-2A Dome Lid Lid - Green Latch	1,340.00	2,680.00
1	BRCS-105	Cycle Sentry Series 5 Loop Bike Rack (Normal)	448.00	448.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:  
 USA Patents D458,431 S; D441,932 S; D452,780 S; D450,186 S; D445,882 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D464,238 S; D478,455 S; D478,454 S; D417,063; 0,330,944 E1; D305,231; 5,880,807; 5,791,047; D388,012; D378,937; D383,615; D376,271; D384,612; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,169 S; D578,702 S; D579,694 S; D585,220 S; D573,768 S; D573,769 S; D553,821 S; D585,209 S; D580,144 S; D578,694 S; D578,783 S; D581,173 S; D581,188 S; D563,889 S; D579,227 S; D578,885 S; D542,003 S; D561,007 S; D565,915 S; D585,916 S; D590,570 S; D501,770 S; D602,221 S; D608,271 S; D595,873 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S.  
 Canada: 068101; 06040; 06159; 06103; 06108; 110963; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 120317; 120318; 120319; 120320; 126321; 150652; 150653; 130715; 130716. Canada Patent 2,184,348, Mexico Reg. Des. 001871; 28162.  
 EC Reg. Des. 000475578-0001; 000503287-0001; 000782839-0001; 000981404.  
 Other Patent(s): Pending.

# VICTOR STANLEY®



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 1.800.368.2578 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579  
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 Distributor: Victor Stanley Inc.

Contact: Greg Nilsson  
 Contact Phone No: 914-591-6044

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 Project Location State: NY

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Sell To:  
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This Order is valid for 7 days.  
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QTY	Model No.	Description	Unit Cost	Total Price
1		BRCS-105 Components Powder Coated Finish Surface Mount Green Freight	243.00	243.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:  
 USA Patents: D458,431 S; D441,832 S; D482,760 S; D450,195 S; D445,982 S; D483,639 S; D487,777 S; D487,837 S; D487,838 S; D464,239 S; D478,456 S; D476,454 S; D417,053; 6,339,944 B1; D395,231; 5,660,907; 6,791,047; D388,012; D376,937; D393,619; D376,271; D384,512; D523,293 S; D532,820 S; D528,005 S; D585,799 S; D582,169 S; D576,722 S; D579,694 S; D605,220 S; D573,799 S; D573,789 S; D553,921 S; D559,269 S; D555,144 S; D576,004 S; D578,783 S; D591,173 S; D601,188 S; D563,689 S; D579,227 S; D579,885 S; D642,693 S; D581,987 S; D655,915 S; D688,618 S; D599,570 S; D601,770 S; D602,221 S; D600,271 S; D595,973 S; D601,623 S; D607,229 S; D609,933 S; D594,052 S; D621,295 S.  
 Canada: D668101; 06040; 06150; 06103; 06108; 110963; 110254; 117101; 126714; 126322; 126523; 130714; 130717; 126317; 126319; 126319; 126320; 126521; 130652; 130653; 130715; 130716. Canada Patent 2,184,343. Mexico Reg. Des. 001871; 28182.  
 EC Reg. Des. 000475578-0001; 000503287-0001; 000782698-0001; 000991404.  
 Other Patent(s): Pending.

Sub-Total: 3,371.00  
 Total Sales Tax: 0.00  
 Payment: 0.00  
 Balance Due: 3,371.00

All figures are in US Dollars  
 Page: 2

Customer Signature:   
 Please Print Name: Lawrence Schaefer

Please Print Title: Village Administrator  
 Date: 9/11/17

By signing you also agree to our Standard Terms of Production as describe on proceeding pages

## STANDARD TERMS OF PRODUCTION

### TAXES

Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

### REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley's invoices within Victor Stanley's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

### CANCELLATION FEE

Victor Stanley, Inc. manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

### DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, Inc. in writing.

### INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

### ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, Inc., Buyer agrees to pay to Victor Stanley, Inc. the cost of collection, including its reasonable attorney's fees and suit costs.

### DELAYS

Our lead time is an estimate only and Victor Stanley, Inc. is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, Inc. 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 Buyer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond its control.

### NONCONFORMITY

All products made by Victor Stanley, Inc. are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, Inc., Buyer shall not return the goods, but notify Victor Stanley, Inc. immediately, stating full particulars in support of claim, and Victor Stanley, Inc. will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, Inc. be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

### LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

### CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, Inc.'s ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, Inc.'s current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

### CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Victor Stanley, Inc. makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally.

### CONTROLLING LAW

Any controversy or claim arising out of or relating to this order or the performance or breach thereof shall be governed by the laws of the State of Maryland and Buyer authorizes and agrees that suit may be brought within the State of Maryland by Victor Stanley, Inc. to collect for any breach of Buyer's obligations to pay for the goods.

### SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, Inc. within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, Inc. This includes damage to materials that will be stored for later use.