

PlayPower LT Canada, Inc.

PO BOX 125, Paris, ON. N3L 3E7

Contact PlayPower at 800-265-9953

PlayPower LT Registration #'s R858629348RT / Ontario 858629348RT

Fax #: 519-442-8200					
Quote # 165SH2021	Date: 3/30/2021	Sales Representative:			
	<u> </u>	Customer PO#:			
Customer: TOWN OF HURON KIN	NLOSS	Ship To:			
Address: 2021 CAPITAL PROJE	CTS VIA LAS	Attn:			
		Address:			
(REMOVALS BY OTHE	ERS)				
City: 0	Prov: Ontario	City: 0			
Phone #:	Postal: 0	Province:	0	Postal:	0
Fax#:	·				
Attn: MIKE FAIR		Phone #:			
RE: 0		Fax #:			

Qty:	item Number	Description		Unit Price	EXT	enaea Price
1	E3 04356	HURONVILLE SITE	\$	9,729.74	\$	9,729.74
		WITH TWO BAY ARCH SWING	\$	-		
		2 BELT , 2 TOT SEATS, FOUR TIKES	\$	-		
		CLIMBER, TIRE CLIMB, REVOLUTION	\$	-		
		SPINNER, 8' BENCH AND 3 SEAT	\$	-		
		ACCESSIBLE TABLE	\$	-		
			\$	-		
1	E3 97031	LANDON SITE WITH TWO BAY ARCH	\$	2,935.27	\$	2,935.27
		SWING , 2 BELT, 2 TOT SEATS	\$	-		
		3 SEAT ACCESSIBLE TABLE	\$	-		
			\$	-		
		INSTALL COST INCLUDES EWF	\$	-		
		FOR PLAY EQUIPMENT. EXCAV BY OTHERS	\$	-		
ine Item	Total:				\$	12,665.01
•						
SJECT TO	O CHANGE WHERE AP	PLICABLE Installation Amo	unt:		\$	21,777.99
		PBO Amount:			\$	-
		DDO Evolubto			Φ	

*TAXES SUBJECT TO CHANGE WHERE APPLICABLE	Installation Amount:	\$ 21,777.99
	PBO Amount:	\$ -
Please Note:	PBO Freight:	\$ -
Please provide site address when ordering. Line Locates are the responsibility of the customer	Freight:	\$ 4,353.00
,	Order Subtotal:	\$ 38,796.00
Projects delayed due to site readiness issues beyond our		
control may be subject to storage fees which are the	*GST/HST Amount:	\$ 5,043.48
responsibility of the customer.	*PST Amount:	\$ -
	*QST Amount:	\$ -
QUOTE ASSUMES TRUCK ACCESS TO PLAY AREA FOR		
CREW UNLESS OTHERWISE SPECIFIED.	Order Total:	\$ 43,839.48

This quote is good for 30 days.

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full or: PlayPower LT Canada Inc., P.O. Box 15978. Station A, Toronto, Ontario M5W 1C1, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, own expense levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE T TO FINAL APPROVAL BY PPLT.	THE EQUIPMENT ACCORDING TO THE TERMS STATED IN TH	IS QUOTE AND SUBJECT
Submitted By	Printed Name and Title	Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PPLT.

By:	Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

- 1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
- 2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy.

 Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.
- 3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES
 ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY
 IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR
 CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY
 KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT,
 ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND
 DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND
 OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.
- 4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.
- **5.** Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.
- **6.** Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.
- 7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.
- **8.** Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.
- 9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.
- 11. The customer is responsible for the off-loading of the equipment and an accurate inventory should be taken at the time and all missing or damaged parts should be noted to the Driver. You have 7 days to report any missing or damaged parts to your sales representative. Truck Driver will not unload equipment.