

October Meeting
Monday, October 10, 2022 7:00 PM

Media Center, Amherst School
100 North Sycamore
Amherst, NE 68812-0008

Agenda

1. Call meeting to order
 - 1.1. Pledge of Allegiance
2. Notice of adherence to the Open Meeting Law
3. Roll Call
 - 3.1. Excuse absent Board members
4. Approval of Minutes, Claims and Reports
 - 4.1. Review previous meeting minutes
 - 4.2. Review financial reports and monthly claims
 - 4.3. Board Action on consolidated motion for approving Minutes, Claim and Financial Reports
5. Reports and communications from patrons or staff
6. Reports and communications from board members.
7. Principal's Report
 - 7.1. Prom
8. Superintendent's Report
 - 8.1. Superintendent Evaluation
 - 8.2. Building/Transportation update
9. Old Business
10. New Business
 - 10.1. Recognize the Amherst Education Association as the exclusive bargaining agent for the District's non-supervisory certificated staff for the 2024-25 contract year.
 - 10.2. Approve purchase of Dust/smoke Collector for Welding Shop.
 - 10.3. Approve purchase of Desks for Office
 - 10.4. Approve purchase of student desks for new Ag/Shop Classroom.
 - 10.5. Transfer to lunch fund
11. Miscellaneous or non-action items
 - 11.1. State School Board Convention, November 19-20.
 - 11.2. December Board Meeting Moved up due to Elementary Christmas Concert at 6:30 PM
12. Adjourn

September meeting
Media Center, Amherst School
Monday, September 12, 2022 following Tax Hearing (7 pm)

Terry Abbott: Present
Les Adelung: Present
Jess Day: Present
Ryan Fisher: Present
Karen Harimony: Present
Casey Mitchell: Present

Visitors present: Mr. Matt Gordon, Mr. Roger Thomsen, Chuck Day

Moved to approve minutes, claims and financial reports, This motion, made by Ryan Fisher and seconded by Terry Abbott, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harimony: Yea, Casey Mitchell: Yea

Motion to adjourn at 8:15. This motion, made by Jess Day and seconded by Casey Mitchell, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harimony: Yea, Casey Mitchell: Yea

President Adelung began the Regular Board Meeting in the Media Center at 7:02 PM. President Adelung made known the location of the “Open Meetings Law” poster, which is hanging on the Media Center’s wall. Superintendent Gordon shared information about the Committee on American Civics and gave a building update. All change orders were discussed and overall the building project is on schedule.

Amherst Public School District #119
Budget Hearing
Monday, September 12, 2022- 6:30 P.M.

Present Board Members: Terry Abbott, Les Adelung, Ryan Fisher, Karen Harmoney, Casey Mitchell, Jess Day

Visitors Present: Mr. Matt Gordon, Mr. Roger Thomsen, Chuck Day

The Meeting was called to order at 6:32 P.M.

The board listened to support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed tax request for the 2022-2023 school year:

7,893,212.00	General Fund	
600,000.00	Depreciation Fund	
11,281.00	Employee Benefit	
475,145.00	Activity Fund	
270,500.00	School Lunch Fund	
506,623.00	Bond Fund	
11,229,062.00	Special Building Fund	
1,606.00	Qualified Capital Purpose Undertaking	
	TOTAL	20,987,429.00

No comments from the public

Amherst Public School District #119
Tax Request Hearing
Monday, September 13, 2021- 6:40 P.M.

Present Board Members: Terry Abbott, Les Adelung, Ryan Fisher, Karen Harmoney, Casey Mitchell, Jess Day

Visitors Present: Mr. Matt Gordon, Mr. Roger Thomsen, Chuck Day

The Meeting was called to order at 6:44 P.M.

The board listened to support, opposition, suggestions or observations of taxpayers relating to setting the final tax request, at a similar rate as the prior year tax request, for the 2022-2023 school year:

Tax Rate		Tax Request
Levy: .716229	General Fund	2,505,050.00
Levy: .140069	Bond Fund	489,899.00

No comments from the public.

Special Meeting to Approve 22-23 Budget

Media Center, Amherst School

Tuesday, September 27, 2022 7:00 PM

Terry Abbott: Present
Les Adelung: Present
Jess Day: Present
Ryan Fisher: Present
Karen Harmony: Absent
Casey Mitchell: Present

Visitors present: Mr. Matt Gordon, George Day

Motion to excuse absent board member, Karen Harmony. This motion, made by Terry Abbott and seconded by Ryan Fisher, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Casey Mitchell: Yea

Motion to approve the Budget for the 2022-2023 School Year as advertised in the Beacon Observer. This motion, made by Ryan Fisher and seconded by Terry Abbott, Passed.

Jess Day: Nay, Terry Abbott: Yea, Les Adelung: Yea, Ryan Fisher: Yea, Casey Mitchell: Yea

Motion to approve tax resolution as read for the 22-23 school year and the property tax levy for the General Fund, Bond Fund, and Special Building Fund. This motion, made by Les Adelung and seconded by Casey Mitchell, Passed.

Jess Day: Nay, Terry Abbott: Yea, Les Adelung: Yea, Ryan Fisher: Yea, Casey Mitchell: Yea

Motion to adjourn meeting at 7:04 PM. This motion, made by Les Adelung and seconded by Casey Mitchell, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Casey Mitchell: Yea

President Adelung began the Special Board Meeting in the Media Center at 7:00 PM. President Adelung made known the location of the "Open Meetings Law" poster, which is hanging on the Media Center's wall.

FINANCIAL REPORT For September 30, 2022

Fund	Bank	Interest	Co. Treas	NSDLAF	Int.	TOTAL	Mo. Intr.	Balances
	09/30/22		08/31/22	09/30/22		09/30/22		09/30/21
General	1,999,477.69	1,117.55	468,342.03	771.02	1.31	2,000,248.71	1,118.86	1,819,378.65
CD								1,033,727.00
Lunch	21,398.02	0.98				21,398.02	0.98	24,394.75
Petty Cash	2,500.49					2,500.49		1,940.49
Activity	230,614.49	25.29				230,614.49	25.29	208,124.40
Retirement	46,941.54					46,941.54		42,070.56
Spe. Bld.	1,333,099.42	970.00	93,768.85	236.17	0.40	1,333,335.59	970.40	1,036,506.21
CD								509,879.02
Handicp	1,109.60	0.31		505.51	0.86	1,615.11	1.17	1,102.72
Deprec.	595,341.88	223.63		440.78	0.75	595,782.66	224.38	597,484.41
Unemployment	9,049.48			2,233.05	3.79	11,282.53	3.79	9,049.48
Caf. Plan	9,112.39					9,112.39		7,534.82
Bond	10,670.29	2.19	0.00	364.25	0.62	11,034.54	2.81	103,514.67
Construction	9,127,979.45	7,496.29				9,127,979.45	7,496.29	
TOTAL	\$ 13,387,294.74	\$ 9,836.24	\$ 562,110.88	\$ 4,550.78	\$ 7.73	\$ 13,391,845.52	\$ 9,843.97	\$ 5,394,707.18

interest .75% General fund, Bond Fund, Special Building, and Depreciation Funds
interest .1% on all other accounts Construction account 1.0% Money Market

	Budgeted	Spent to Date	Budget percentage
General Fund	\$ 5,435,500.00	\$ 503,473	-0.93%
Lunch Fund	\$ 270,500.00	\$ 26,660	-1.52%

Construction Project Account Spending	
Construction	\$ -
Depreciation	\$ 16,781.50
General Fund	\$ 916,810.19
Special Building	\$ 1,392,961.70
Total Project Spending	\$ 2,326,553.39

Construction Spending

DATE	CK#	ACCOUNT (specbldg/depr/gen/constr)	VENDOR	DESCRIPTION	Disbursed
1/11/21	33060	general	Buffalo County Election Commissioner	election costs	\$ 100.00
8/9/21	33554	general	Wilkins Architecture Design Planning LLC	inv 4400 and	\$ 4,100.00
9/11/21	33627	general	Wilkins Architecture Design Planning LLC	inv 4526	\$ 1,300.00
10/10/21	33703	general	Wilkins Architecture Design Planning LLC	bal due plus mileage, inv 4548	\$ 1,333.92
11/7/21	33778	general	Wilkins Architecture Design Planning LLC	inv 4602	\$ 1,300.00
12/11/21	33844	general	Wilkins Architecture Design Planning LLC	bal due, inv 4686	\$ 163,185.18
12/11/21	33801	general	Buffalo County Election Commissioner	election costs	\$ 3,746.91
2/14/22	33981	general	Wilkins Architecture Design Planning LLC	1/20 invoice, inv: 4757 and 4744	\$ 195,992.92
3/13/22	34037	general	Wilkins Architecture Design Planning LLC	services, inv 4800	\$ 183,690.11
4/10/22	34105	general	Wilkins Architecture Design Planning LLC	bal due, inv 4844	\$ 62,267.50
5/8/22	34179	general	Wilkins Architecture Design Planning LLC	inv 4882	\$ 41,614.87
5/11/22	34183	general	Dawson Public Power	construction charge	\$ 28,655.13
6/12/22	34209	general	Dawson Public Power	aid to construction	\$ 3,935.00
6/12/22	34246	general	Black Hills Energy	service relocation	\$ 17,353.62
7/8/22	34315	general	Wilkins Architecture Design Planning LLC	services, inv 4914	\$ 10,241.33
7/8/22	34294	general	Nickman Brothers LLC	tear concrete footing with backhoe	\$ 1,125.00
7/8/22	34260	general	B2 Environmental	inspection prior to demolition of house	\$ 750.00
8/6/22	34383	general	Wilkins Architecture Design Planning LLC	billing through 8/1/22	\$ 10,218.71
8/6/22	34373	general	Sampson Construction Co Inc	site support, permit, insurance	\$ 141,945.00
8/6/22	02208 01	special building	Sampson Construction Co Inc	payment	\$ 149,645.00
8/6/22	2208f01	depreciation	Sampson Construction Co Inc	selective demolition	\$ 2,638.00
9/11/22		general	Wilkins Architecture Design Planning LLC	billing through 9/222	\$ 10,214.84
9/11/22		general	Sampson Construction Co Inc	site support, permit, insurance	\$ 54,173.70
9/11/22		special building	Sampson Construction Co Inc	payment	\$ 537,898.50
9/11/22		Depreciation	Sampson Construction Co Inc	selective demolition	\$ 12,600.00
				Total Costs To date	\$ 1,640,025.24
				Non-GMP spending to date	\$ 55,665.66

Bond Purcha \$ 81,550.00 Cost so purchase bonds***

Total Project \$ 1,721,575.24

In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 8/31/2022
 ARCHITECT'S PROJECT NO: 21072

AMHERST PUBLIC SCHOOLS ADDITION/RENOVATION

ITEM NO.	Description of Work	Scheduled Value	WORK COMPLETED		MATERIAL PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETE D AND STORED TO DATE	% (G • C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)	TOTAL TO BE PAID	ACCOUNT (GEN, CONST, DEP, SPE)
			From Previous Application D+E	This Period							
1	EXCAVATION & GRADING	246,412	-	112,213		112,213	46%	134,199	11221	100992	SPECIAL
2	TERMITE PROTECTION	4,500	-					4,500	0	0	
3	SELECTIVE DEMOLITION	185,946	16,931	1,715		18,646	10%	167,300	1865	1544	DEPRECIATION
4	FENCE	2,500	-					2,500	0	0	
5	RESTEEL	104,984	4,032	82,613		86,645	83%	18,339	8665	74352	SPECIAL
6	CONCRETE	870,084	81,256	135,100		216,356	25%	653,728	21636	121590	SPECIAL
7	PRECAST HOLLOW CORE	39,600	-					39,600	0	0	
8	MASONRY	391,150	52,630	137,440		190,070	49%	201,080	19007	123696	SPECIAL
9	STEEL MATERIAL	471,351	316,602	69,003		385,605	82%	85,746	38561	62103	SPECIAL
10	STEEL & PRECAST ERECTION	481,210	34,060	2,940		37,000	8%	444,210	3700	2646	SPECIAL
11	ROUGH CARPENTRY	103,049	1,198	504		1,702	2%	101,347	170	454	SPECIAL
12	CASEWORK	125,084	-					125,084	0	0	
13	FINISH CARPENTRY	93,530	-					93,530	0	0	
14	EXPANSION JOINTS	14,932	-					14,932	0	0	
15	METAL WALL PANELS/SOFFIT	6,240	-					6,240	0	0	
16	ROOFING	258,874	16,469	47,696		64,165	25%	194,709	6417	42926	SPECIAL
17	JOINT SEALANTS	23,313	-					23,313	0	0	
18	DOORS/FRAMES/HARDWARE	204,953	38,920		52169	91,089	44%	113,864	9109	46952	SPECIAL
19	OVERHEAD DOORS	68,460	-					68,460	0	0	
20	ALUMINUM GLASS/GLAZING/CURTAINWALL	126,594	-					126,594	0	0	
21	DRYWALL	1,460,152	-					1,460,152	0	0	
22	ACOUSTICAL CEILINGS	193,914	-					193,914	0	0	
23	CARPET/CERAMIC TILE	152,300	-					152,300	0	0	
24	GYM WOOD FLOOR	158,180	-					158,180	0	0	
25	PAINTING/POLISHED FLOORS	265,116	-	13,897	13897	13,897	5%	251,219	1390	12507	SPECIAL
26	SPECIALTIES	69,834	-					69,834	0	0	
27	SIGNAGE	28,791	-					28,791	0	0	
28	FLAGPOLE	3,095	-					3,095	0	0	
29	LOCKERS	67,609	-					67,609	0	0	
30	ACCESS DOORS	720	-					720	0	0	
31	ATHLETIC EQUIPMENT	58,990	-					58,990	0	0	
32	BLINDS	11,800	-					11,800	0	0	
33	PRE-ENGINEERED METAL BUILDING	629,721	-	3,561		3,561	1%	626,160	356	3205	SPECIAL
34	PRE-ENGINEERED METAL BUILDING INSULATION	62,450	-					62,450	0	0	
35	FIRE PROTECTION SYSTEMS	149,525	-					149,525	0	0	
36	SITE UTILITIES/MECHANICAL	2,344,738	111,500	16,526		128,026	5%	2,216,712	12803	14873	SPECIAL
37	ELECTRICAL	1,058,511	28,611	81,205		109,816	10%	948,695	10982	73085	SPECIAL
38	GENERAL CONDITIONS/SITE SUPPORT	995,860	182,049			182,049	18%	813,811	18205	0	
39	PRECONSTRUCTION SERVICES	10000	10,000			10,000	100%	0	1000	0	
40	BUILDING PERMIT	25	25			25	100%	0	3	0	
41	MATERIAL TESTING & INSPECTION ALLOWANCE	45,000	-	7,398		7,398	16%	37,602	740	6658	SPECIAL
42	SURVEYING ALLOWANCE	35,000	3,895	5,189		9,084	26%	25,916	908	4670	SPECIAL
43	BUILDERS RISK	23,068	23,068			23,068	100%	0	2307	0	
44	GENERAL LIABILITY INSURANCE	34,602	2,768	2,076		4,844	14%	29,758	484	1868	SPECIAL
45	CM CONTINGENCY	346,022	-					346,022	0	0	
46	FEE@ 1.85%	222,749	17,095	14,268		31,363	14%	191,386	3136	12841	SPECIAL
47	BOND	57,670	57,670			57,670	100%	0	5767	0	
	GRAND TOTALS	12,308,208	998,779	733,344	66,066	1,784,292	14%	10,523,916	178,429	706,962	

ACCOUNT TOTALS 7/31/2022	
TOTALS CONSTRUCTION	\$ -
TOTALS DEPRECIATION	\$ 1,544
TOTALS GENERAL	\$ -
TOTALS SPECIAL	\$ 705,418
CERTIFIED AMMOUNT	\$ 706,962

Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
01 - GENERAL FUND				
	00034477	10/09/2022	Academic Hallmarks	138.00
	00034478	10/09/2022	Activity Account	6,000.00
	00034479	10/09/2022	Am. Family Life Assurance Co	1,793.03
	00034480	10/09/2022	AFLAC	226.04
	00034481	10/09/2022	Country Partners Cooperative	2,086.85
	00034482	10/09/2022	Amherst Post Office	360.00
	00034483	10/09/2022	DAS State Accounting - Central Finance	216.77
	00034484	10/09/2022	ASK Supply Co.	120.00
	00034485	10/09/2022	Axmann Heating & Air Conditioning	1,348.13
	00034486	10/09/2022	Heartland Bank	15.00
	00034487	10/09/2022	Blue Cross-Blue Shield	52,867.95
	00034488	10/09/2022	NE State Fire Marshall/Boiler Div	144.00
	00034489	10/09/2022	Builders How To	20.97
	00034490	10/09/2022	Cash Drawer-amherst School	136.23
	00034491	10/09/2022	Culligan of Kearney	273.00
	00034492	10/09/2022	Dawson Co Pub Power	5,517.08
	00034493	10/09/2022	Eakes Office Plus	1,710.48
	00034494	10/09/2022	Ecolab Pest Elimination	73.42
	00034495	10/09/2022	Erin M. McCartney, Chapter 13 Trustee	425.00
	00034496	10/09/2022	ESTR Publications	47.40
	00034497	10/09/2022	ESU 10	31,076.36
	00034498	10/09/2022	First Bankcard	952.05
	00034499	10/09/2022	Frontier	568.18
	00034500	10/09/2022	Heartland Bank	50,692.81
	00034501	10/09/2022	Hometown Leasing	492.30
	00034502	10/09/2022	Horace Mann	24.66
	00034503	10/09/2022	Island Supply Welding Co	19.52
	00034504	10/09/2022	Kearney Towing & Repair Center Inc.	344.40
	00034505	10/09/2022	Kully Pipe & Steel Supply	203.73
	00034506	10/09/2022	Amherst Public School Lunch Fund	10,000.00
	00034507	10/09/2022	Matheson-Linweld Tri-Gas Inc	167.30
	00034508	10/09/2022	Mcgraw-hill School Education Holdings, LLC	1,722.81
	00034509	10/09/2022	Menards - Kearney	843.25
	00034510	10/09/2022	Miscellaneous Cash Account	1,509.82
	00034511	10/09/2022	T&T Mobile Washing	455.00
	00034512	10/09/2022	NCS Pearson, Inc	90.00
	00034513	10/09/2022	Novel Ideas, Inc	138.75
	00034514	10/09/2022	J.W. Pepper & Son, Inc.	33.49
	00034515	10/09/2022	Principal Life	693.38
	00034516	10/09/2022	Ravenna Sanitation	445.00
	00034517	10/09/2022	Retirement	44,011.61

Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
	00034518	10/09/2022	Heartland Bank	7,220.15
	00034519	10/09/2022	Rutt's Mechanical Services	300.00
	00034520	10/09/2022	Sampson Construction Co, Inc	17,925.00
	00034521	10/09/2022	Black Hills Energy	280.17
	00034522	10/09/2022	Spracklin Chiropractic	90.00
	00034523	10/09/2022	Heartland Bank	4,323.36
	00034524	10/09/2022	TASC	1,678.32
	00034525	10/09/2022	Todd's Auto Repair	103.40
	00034526	10/09/2022	Trane U.S. Inc	71,471.02
	00034527	10/09/2022	Van Diest Supply Company	522.50
	00034528	10/09/2022	Verizon Wireless	143.05
	00034529	10/09/2022	Village Of Amherst Water Dept	862.36
	00034530	10/09/2022	Wilkins Architecture Design Planning LLC	20,416.81
	00034531	10/09/2022	Yandas Music	217.56
01 - GENERAL FUND Totals:				343,557.47
02 - Depreciation Fund				
	2210c 01	10/09/2022	EEA Technologies Inc (Methe)	11,498.00
	2210c 02	10/09/2022	Sampson Construction Co, Inc	8,194.00
02 - Depreciation Fund Totals:				19,692.00
06 - LUNCH FUND				
	00004484	10/09/2022	Cash-wa Dist Co	17,755.76
	00004485	10/09/2022	Domino's Pizza	880.00
	00004486	10/09/2022	Heartland Bank	1,638.55
	00004487	10/09/2022	Samantha Jordan	140.00
	00004488	10/09/2022	Chad Knispel	33.45
	00004489	10/09/2022	Miscellaneous Cash Account	340.08
	00004490	10/09/2022	Retirement	1,634.43
	00004491	10/09/2022	Heartland Bank	216.03
06 - LUNCH FUND Totals:				22,638.30
08 - Special Building Fund				
	2210f 01	10/09/2022	Sampson Construction Co, Inc	1,315,581.00
08 - Special Building Fund Totals:				1,315,581.00
Report Total:				1,701,468.77

July 2021

- Listening to Board and Staff
- Hold meetings over breakfast and lunch at local restaurants individually with each board member and gather input on meeting structures and communication moving forward begin to build personal and professional relationships.
- Make myself available to board members via cell phone text or other forms of communication as needed
- Meet with Administrative team as they are available
- Take a tour of the building and grounds.
- Meet Technology, our Special Education team, and food Service as they are available in July.
- Meet with community leaders as listed in this plan
- Visit with High School students during summer open gym/weights/camps
- Attend Student Summer Athletics
- Start Budget Review (continue during each month)
- Meet with Village and County Officials
- Bring my family to local events
- Attending Buffalo County Fair festivities taking advantage of other community opportunities to begin building community relationships.
- Attend Administrator Days (Meet with Nebraska Department of Education Finance to Begin the Budget process for 21-22)

August 2021

- Review Parent Feedback and Customer Service Data available
- Plan for the Opening of the New School Year with my Administrative team
- Work with Board to set short and long term budgetary priorities
- Host Back to School Staff Picnic
- Finalize plan for Staff Professional Development
- Be visible in the building with priorities being relationship building with students and staff. Being available before and after school to greet parents as students are picked up/dropped off.
- Use Social Media, local papers, and YouTube (Personal Video-Log) to share district information
- Finalize District Budget
- Attend District Sporting events with my family

September 2021

- Hold Budget Hearing and Property Tax Resolution Hearing
- Attend area Superintendent meetings
- Work with the Curriculum Committee to analyze data and make instructional recommendations for improving academic achievement
- Analyze data, input, and information about the current district vision, mission, values, goals, and implementation of the district's strategic plan.
- Make recommendations for any modifications that might be necessary after reviewing the first 90 days with the board

September 22, 2022


Les Adelung, President
Amherst Public School Board of Education
100 North Sycamore
Amherst, NE 68812

Dear President Adelung:

The Amherst Education Association requests that the school board of the Amherst Public Schools take action to recognize Amherst Education Association as exclusive bargaining agent for the district's non-supervisory certificated staff **for the 2024-25 contract year**.

Please direct your response to the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Stubbs", written over the word "Sincerely,".

Jason Stubbs, Head Negotiator
Amherst Education Association



MATHESON

ask . . . The Gas Professionals™

MATHESON Tri-Gas Inc.
150 Allen Road
Basking Ridge, NJ 07920
Tel. 908-991-9200
Fax. 908-604-1463
www.MATHESON-trigas.com

EQUIPMENT SALE AGREEMENT

This Equipment Sale Agreement (the "Agreement") is made and entered into as of the 13th day of September, 2022, (the "Effective Date") by and between Matheson Tri-Gas, Inc., a Delaware corporation ("Seller"), and Amherst High School ("Buyer"), having a plant located Sycamore St. Amherst, NE 68812 ("Buyer's Plant"). MATHESON and Buyer hereby agree as follows:

- 1. Sale of Goods.** Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "Goods") in the quantities and at the Prices listed in Exhibit A and upon the terms and conditions set forth in this Agreement.
- 2. Delivery.** All products shall be shipped FOB origin location, and the cost of the Freight shall be added to the final invoice. Seller shall not be liable for any delays, loss or damage in transit. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered;
- 3. Non-Delivery.** The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within fifteen (15) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to delivering the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.]
- 4. Title and Risk of Loss.** Title and risk of loss pass to Buyer when carrier picks up equipment at place of origin. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code
- 5. Inspection and Rejection of Nonconforming Goods.** Buyer shall inspect the Goods upon receipt with 8 hours ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in this Agreement; or (ii) the product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility or to the manufacturer of the equipment, at Seller's discretion. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth are Buyer's exclusive remedies for the delivery of Nonconforming Goods. All sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
- 6. Price and Payment Terms** Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Exhibit A. Buyer shall pay a deposit of 25% down at time of order. Balance of 75% shall be due thirty (30) days from shipment of product. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or its affiliates, whether relating to Seller's or its affiliates' breach or non-performance of this Agreement or any other agreement between Buyer or any of its affiliates, and Seller or any of its affiliates, or otherwise.
- 7. Warranties.** All applicable manufacturer warranties will be conferred by Seller to Buyer. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN SECTION 5 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8
- 8. Limitation of Liability** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

9. Compliance with Law. Buyer is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

10. Indemnification. Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party in a final non-appealable judgment, relating to/arising out of or resulting from any claim of a third party or Seller arising out of or occurring in connection with the products purchased from Seller or Buyer's negligence, willful misconduct or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

11. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

12. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) sections 8, 9, 10 and 11 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Amendments. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing and identified as an amendment to and signed by an authorized representative of each Party.

15. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Buyer's rights under Section 3, Section 5 and 7 are Buyer's exclusive remedies for the events specified therein. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

17. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Buyer to make payments to Seller), when and to the extent such failure or delay is caused by or results from acts beyond the control of the impacted Party ("Impacted Party"), including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, [OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS,] or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE BY THEIR RESPECTIVE OFFICERS THEREUNTO DULY AUTHORIZED.

Buyer name: _____	Matheson
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Buyer's tax exemption forms have been approved for sales tax to not be charged

Yes

No

Buyer will arrange for shipment of equipment, ownership to transfer at shipping origin location

Yes

No

Equipment Description and pricing

Quote Number	Description	Qty		Price Total
RP-20220909-8	Camfil GS-6	1	35,224.00	35,224.00
	+ or - Options			
	<i>Option change from VFD to Soft Start motor starter (Not recommended)</i>	0	<i>-3,560.00</i>	
<i>See options</i>	<i>Option Static Blower Control</i>	0	<i>2,490.00</i>	
<i>See options</i>	<i>Option Silencer bracket</i>	0	<i>585.00</i>	
<i>See options</i>	<i>Option Sprinkler System</i>	0	<i>584.00</i>	
	<i>Curtain package:</i>			
	<i>* (3 ea.) 32' x 8'2" Clear curtains (Velcro sides and chain bottom)</i>			
	<i>* (1 ea.) 74' x 4' clear roll curtain</i>	1	2,050.00	2,050.00
			Total:	37,247.00

Buyer name: _____

Seller Name: Matheson Tri-Gas, Inc.,

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

I. TO BE PROVIDED BY THE BUYER

- All air testing,
- All dust testing (to know if your dust is explosive or not)
- All shipping cost
- All installation (equipment, curtains, booths, and ductwork etc.)
- Offloading of Equipment upon delivery on suitable, lighted, and secure construction access/laydown area adjacent to Equipment Site
- All necessary construction, building, use, operating, environmental or other like permits and licenses required for the installation and operation of the Equipment in compliance with all applicable laws, codes and ordinances. Buyer shall indemnify Seller for any failure to obtain any permits or comply with any code requirements.
- Equipment Site preparation, including clearing the site of any obstructions; installing any foundations, support structures, and bollards; and opening and finishing walls and ceilings.
- Fork lifts (min. 5000 lbs. rating w/extended forks), man lifts and ladders to facilitate offloading and installation of Equipment (man lifts and ladders can be supplied by seller at an additional charge upon request)
- Equipment rigging into Equipment Site
- All Electrical
- Permanent Power: grounded supply line at voltage terminated in Seller supplied Equipment electrical panel(s) if required for operation.
- Interconnecting power and cabling: wiring/conduit and any remotely mounted Ancillary Systems. Local disconnects must be provided as required by national and local electrical codes.
- Provision of all spare parts, and performing all periodic and preventative maintenance in accordance with equipment manufacturer's recommendations and regulatory requirements
- Removal and disposal of all waste generated during equipment installation (i.e. any pallets, wrapping and packaging material, left over piping and ducting, and other normal installation waste) in a safe, satisfactory manner, and in compliance with all applicable environmental laws)

Camfil collector

- Buyer is responsible for PE stamp and approval on any pads, foundations, or similar ancillary needs requiring engineering approval Byer to provide concrete pad.
- Provide concrete pad

II. Equipment Specifications

- Camfil GS-6

Buyer Initials _____

Seller Initials _____

Prepared for:

Amherst High School
S Sycamore St.
Amherst NE 68812

Submitted by:

Robert Pfeifer
Matheson Clean Air
9911 Deer Park Road
Waverly NE 68462
1-402-450-2304
rpfeifer@mathesongas.com

QUOTATION

RP-20220913-2: (1) GS6



FARR GOLD SERIES® Dust Collector

Looks like a safe because it's built like a safe!

The Gold Series utilizes Gold Cone cartridge technology to deliver clean air and long life while utilizing the smallest floor space of any dust collector available today.

Enhanced performance features with ease of installation and service make the Gold Series the ultimate choice for cleaning the work environment of irritating dust and fumes.

Gold Cone® Filters

- Gold Cone filters have an expanded capacity due to the patented inner cone of filtration media.
- The inner cone provides uniform dispersion of back-pulsed air and opens up more usable space for airflow in the dust collector.
- Multiple filter media options and pleat spacing are available to best suit your specific application and dust.

Housing

- Gold Series module is constructed of 7 gauge steel.
- Door, hopper, inlet and panels are all of 10 gauge steel.
- Most other dust collectors on the market are only 12 gauge or thinner.
- Hoppers have standard 10" discharges, unless otherwise specified herein.

High Entry Inlet

- Camfil APC's high cross flow inlet eliminates upward can velocities associated with traditional hopper inlets.
- Channel baffles installed in the inlet protect the filters from incoming dust and separates the larger dust particles directly into the hopper, reducing the load on the filters.

Powder Paint Finish

- Baked on, durable Dupont® powder coat (Triglycidyl Isocyanurate polyester) paint. All carbon steel components are 5-stage acid washed prior to powder coating for maximum adhesion of the paint. Unless otherwise specified, internal frames will be black.
- Painted inside and outside for weather/corrosion resistance, unless otherwise specified.

Automatic Filter Cleaning

- Filters are automatically back-flush cleaned with periodic pulses of compressed air.
- Vertical design of the Camfil APC cartridges provides more efficient pulsing of dust, thus eliminating uneven dust loading associated with horizontally mounted cartridges.
- Powerful cleaning system delivers 100% more cleaning energy than horizontal filter designs and includes: 6" compressed air header, nozzled purge pipes, diaphragms, and solenoid valves in NEMA 4 enclosure. Diaphragms are factory plumbed to the solenoids.

Filter Access

- Quick-open access door(s) to super-fast cartridge change-out system that does not require entry into the collector.
- Cam-operated clamp bars provide easy filter clamping and sealing.
- Most competitive units use a laborious threaded handle system for door removal, in which knobs can be lost and threads can bind.

Support Leg Structure

- Designed for seismic and wind load as per IBC2012E



GS6

Rating: 7000 CFM @ 12.0 Inches SP

Quantity:	1	Media Area:	1950 ft ²
Paint Color:	Camfil Green	Application/Process:	Ambient Welding
Estimated Height:	194 inches	Dust Type:	Welding Fumes
Cartridges:	6	Operating Temperature:	Not provided by customer
A/C Ratio:	3.59:1		

GS6 BASE COLLECTOR TOTAL:

\$35,224



HemiPleat® Cartridges - eXtreme Polytech Fire Retardant

(6)

Incl. Above

- This revolutionary pleat allows 100% of the filter media to remain open for dust capture and improved airflow.
- Open pleats allow for optimal pulse cleaning.
- Utilizes eXtreme Polytech Fire Retardant - White media.
- eXtreme is a proprietary upstream surface treated filter media for excellent dust release and a minimum MERV 15 efficiency.
- Nano fiber surface filtration layer is rated MERV 15 per ASHRAE 52.2:2007
- Cartridge Model No. FLTR-GS-XF-325.



Staggered Channel Inlet Baffle

Incl. Above

- Channel baffles installed inside the inlet protect the filters from incoming dust and separates the larger dust particles, which fall directly into the hopper, reducing the load on the filters.
- Size of opening is 4 square feet.



Compressed Air Regulator with Gauge

Incl. Above

- 1" NPT Filter/Regulator combination with oil filled pressure gauge and shut off valve. Owner should set pressure regulator to 90 PSI for optimum filter cleaning.

Solenoid Heaters

Incl. Above

- Thermostatically controlled, 120V heater(s) installed inside the solenoid enclosure(s) to prevent solenoids from staying in the closed position in freezing temperatures.

55-Gallon Drum(s), 35" H

Incl. Above

- 55-gallon drum(s) provided. Cover(s) not included.



Drum Cover Kit – 10" (254 mm) Dia, No Slide Gate

Incl. Above

- Drum cover, flex-hose and clamps. 10" (254 mm) diameter with positive pressure latch system. Slide gate and drum not included.



Camfil FS 60Hz Fan - Standard Construction - FS7 - 20hp 18PLR-8.0-60-9

Incl. Above

- External Discharge Mount Fan
- 460V, 3PH, 60Hz, C-Face, TEFC, Premium efficient motor.
- Premium efficiency motor, VFD compatible, and saves energy.
- Backward inclined non overloading wheel. (except for FS1 and FS2 fans)
- Manually operated integral outlet damper.
- Note: Fan motors will typically see four to ten times the Full Load Amps during start-up. Circuits and fuses must be adjusted accordingly.

Fan Silencer

Incl. Above



Integrated Timer Controller with VFD - NEMA Type 12 Option

Incl. Above

- Type 12 Enclosure to contain the following components:
- Camfil APC Gold Series Controller, A Touch Screen Timed Cleaning System with Build in Pressure Meter
- Main Fusible Disconnect With J-Style Current Limiting Fuses
- Blower Variable Frequency Drive Controller with Short Circuit and Overload
- Type 12 Enclosure Cooling Fan with Exhaust Grill
- Industrial Control Transformer
- Cleaning Mode Selector (Demand/Off/Continuous)
- Blower Mode Selector (Remote/Off/Manual)
- Blower Running Pilot Light
- Remote Start Connection for Remote Control of Blower
- 100' Differential Pressure Tubing Kit with Fittings
- The Camfil APC Integrated Timer controller with VFD Option provides complete control of the blower during and after startup. It has all the necessary functions for a controlled start of the Camfil APC Dust Collector without the high current loads typically associated with blowers during startup. It also provides the ability to control the blower's speed resulting in the greatest energy savings and process functionality. It allows the customer to adjust the blower speed as necessary for an accurate and scalable process solution. It provides a single power connection point for the consumer as well as a convenient connection point and control of the pulse cleaning system for a total turnkey package of Dust Collection Controls. Available in all horse powers with voltages ranging from 208 thru 575 VAC it is a versatile and complete dust collector control solution.
- UL certified and labeled

- Included with your Camfil product is a smart sensor called GoldLink. A single data point will be sent to Camfil's customer database via data signal encrypted SSL/TLS once daily. This smart technology enables the collection of real-time data that will aid the owner in reducing potential downtime.
- Touch screen cleaning controls. Substitutes standard FDC pulse cleaning control for pulse cleaning of dust collector filters. Requires RPB style solenoids.
- Autel RPB Solenoid
- Dynamic VFD control, static pressure. For modulating fan speed to maintain static pressure set point.
- Solenoid heater termination and transformer upsized. (1)

GS6 OPTIONS:

Static Blower Control

\$2,490

- This type of control is optional for the Camfil ITC w/VFD. This method uses a set point and feedback from a sensor to determine the speed that it needs to run. This method is constantly monitoring the process and adjusting the speed based on real-time feedback. This method allows for the utmost in energy savings. It allows the customer to only use the amount of energy that the process is requiring at the moment and not consume excess energy that is not required. A pressure transmitter sensor is used to transmit a measurement back to the VFD. Once received the VFD calculates the error between the feedback measurement and the set point that is set inside the drives keypad. It uses this calculation to determine whether to speed up or slow down the blower motor. To monitor Static Pressure the design static for the application must be known.

Silencer Support Bracket

\$585

- Silencer support bracket is required whenever the fan silencer cannot be adequately supported on the roof of the collector or field supported.
- Most side mounted fan applications will require this option.



Sprinkler System (Standard Clean Air System)

\$584

- Factory installed internal sprinkler system includes all internal piping, terminating to an external coupling. Piping and connections to an external water supply by others.
- Per NFPA 13, the water pressure should be able to provide the design flow of 0.2 gpm/ft² of horizontal area. A minimum recommended operating pressure of 10 psi will achieve the required flow. Make sure the water supply can handle the flow of 25 gpm per head at 10 psi.
- Check to see if local fire codes require higher pressures.

The customer assumes the responsibility for contacting their insurance underwriter and advising Camfil APC in regard to specific application requirements of explosion venting or if additional fire protection and safety equipment may be required. The buyer is also cautioned to adhere to prescribed OSHA, NFPA, Federal, State and Local codes and regulations applicable to industrial ventilation systems, which Camfil APC equipment may be applied on. Sales tax not included.

Terms:

(a) Price quoted is for cash, check, money order, or bank transfer only. Credit card purchases require a 3% pricing adjustment that includes credit card fees.

(b) Terms are Net Cash prior to shipment except where satisfactory open account credit is established, in which case terms are Net Thirty (30) days from date of invoice. Any order exceeding US\$100,000 requires a 25% down payment. Seller reserves the right, in seller's sole discretion, to revoke any credit extended. Invoices will be issued upon shipment. Buyer agrees to pay the lessor on one and one-half percent (1 1/2%) per month or the maximum rate legally permitted assessed against the unpaid balance from date of invoice until date of repayment.

(c) Buyer grants Seller a purchase money security interest in the products sold to Buyer, and all proceeds thereof, as security for Buyers obligations. Buyer shall execute and cause to be filed all instruments or documents necessary to perfect any such interest, including a financing statement on Form UCC-1.

This price is valid for 30 (thirty) calendar days from date of quotation.

About Camfil APC

Camfil Air Pollution Control (APC) is one of the top dust collector manufacturers worldwide. Their goals are to make factories safer and more productive and to ship collectors fast while still giving you, the customer, what you want. They're focused on being the most customer friendly company in the air pollution control business and are dedicated to making the best dust collector in the business from an end user operation and maintenance viewpoint.

Video link: [Take a tour of the Camfil APC factory](#)

If Camfil APC is favored with an order, please address purchase order to: Camfil APC C/O (Camfil representative)

TWELVE YEAR LIMITED WARRANTY

Camfil Air Pollution Control (Camfil APC) warrants to the original purchaser that the major structural components of the dust collector will be free from defects in materials and workmanship for twelve (12) years from the date of shipment, if properly installed, maintained and operated under normal conditions. Camfil APC warrants all Camfil APC manufactured items, and any non-Camfil APC manufactured components included with purchase order to Camfil APC, for a period of 12 months. Camfil APC warrants Camfil APC built filter elements to be free from defects in materials and workmanship for eighteen (18) months from date of shipment. Camfil APC does not warrant damages which are due to corrosion, abrasion, normal wear and tear, product modification or product misapplication. After Camfil APC has been given adequate opportunity to remedy any defects in material or workmanship, Camfil APC retains the sole option to accept return of the goods, with freight paid by the purchaser, and to refund the purchase price for the goods after confirming the goods are returned undamaged and in usable condition. Such a refund will be the full extent of Camfil APC's liability. Camfil APC shall not be liable for any other costs, expenses or damages, whether direct, indirect, special, incidental, consequential or otherwise. The terms of this warranty may be modified only by a special warranty document signed by the APC Vice President Americas of Camfil. There exists no other representations, warranties or guarantees except as stated in this paragraph. All other warranties, including merchantability and fitness for a particular purpose, whether express or implied, are hereby expressly excluded and disclaimed.

FAILURE TO USE GENUINE CAMFIL APC REPLACEMENT PARTS WILL VOID THIS WARRANTY.



3505 South Airport Road
Jonesboro, AR 72401
Phone: 800-479-6801
Fax: 870-933-8381
www.camfilapc.com

Armando Brunetti

Armando Brunetti

APC Vice President Americas
Camfil APC



CAMFIL AIR POLLUTION CONTROL (APC) TERMS AND CONDITIONS

1. Controlling Terms and Conditions: These Terms and Conditions and Camfil's quote and/or order acknowledgement shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and shall supersede all prior or contemporaneous oral or written negotiations, agreements, understanding or representations with respect thereto. These Terms and Conditions shall supersede any conflicting provision contained in any purchase order of Buyer. Unless otherwise agreed in writing, nothing contained in any purchase order of Buyer shall in any way modify or add any provision to these Terms and Conditions. These Terms and Conditions may not be amended or any provision hereof waived in any way except by an instrument in writing signed by both parties. **IN THE EVENT THAT CAMFIL'S QUOTE IS DEEMED AN OFFER, ACCEPTANCE BY BUYER OF SUCH OFFER IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN. ISSUANCE BY BUYER OF A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF THESE TERMS AND CONDITIONS. IN THE EVENT THAT CAMFIL'S ORDER ACKNOWLEDGMENT IS DEEMED AN ACCEPTANCE OF BUYER'S PURCHASE ORDER, SUCH ACCEPTANCE BY SELLER OF BUYER'S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON ASSENT TO ANY ADDITIONAL AND DIFFERENT TERMS CONTAINED HEREIN. FAILURE BY BUYER TO SPECIFICALLY OBJECT TO THESE TERMS AND CONDITIONS IN WRITING WITHIN TWENTY (20) DAYS OF RECEIPT SHALL CONSTITUTE AN ACCEPTANCE HEREOF.**

2. Price: Unless otherwise separately and expressly set forth herein.

(a) Prices shall be as set forth in Seller's quote or order acknowledgement, and do not include transportation charges, insurance, export or special packaging, markings or any compliance testing such as special environmental, vibration, life cycle, extreme temperature, etc.

(b) Prices do not include inspection charges for inspection performed, at the request of Buyer, by outside individuals, entities, or agents.

(c) Prices shall be subject to an additional charge to cover any existing or future sales, use, consumption, transportation, license fee, tariff, or other tax, which may be applicable, and all duties, imports, and similar levies, except where Buyer properly furnishes appropriate certificate of exemption therefrom. These additional charges may be invoiced separately by Seller.

3. Payment Terms:

(a) Terms are Net Cash prior to shipment except where satisfactory open account credit is established, in which case terms are Net Thirty (30) days from date of invoice. Seller reserves the right, in seller's sole discretion, to revoke any credit extended. Invoices will be issued upon shipment. Buyer agrees to pay the lessor on one and one-half percent (1 1/2%) per month or the maximum rate legally permitted assessed against the unpaid balance from date of invoice until date of payment.

(b) Buyer grants Seller a purchase money security interest in the products sold to Buyer, and all proceeds thereof, as security for Buyer's obligations. Buyer shall execute and cause to be filed all instruments or documents necessary to perfect any such interest, including a financing statement on Form UCC-1.

(c) Seller may withhold shipments of any other products ordered by Buyer until the full amount owed to Seller is paid or otherwise settled.

4. Warranties:

(a) Camfil warrants to the original purchaser that the major structural components of dust, mist, and fume collectors will be free from defects in materials and workmanship for twelve (12) years from the date of shipment, if properly installed, maintained and operated under normal conditions. Camfil warrants all Camfil manufactured items, and any non-Camfil manufactured components included with purchase order to Camfil, for a period of twelve (12) months from the date of shipment. Camfil warrants Camfil built filter elements to be free from defects in materials and workmanship for eighteen (18) months from date of shipment. Camfil warrants that all products sold will conform to Seller's specification, drawings, samples or other descriptions stated in or incorporated by referenced in Seller's quote or order confirmation.

(b) The above warranty does not apply to products which are (a) repaired, modified or altered by any party other than Seller; (b) used in conjunction with equipment not provided or authorized by Seller; (c) subjected to unusual physical, thermal, or electrical stress, abrasion, corrosion, improper installation, misuse, abuse, accident or negligence in use, storage, transportation or handling, alteration, or tampering; or (d) considered a consumable item or an item requiring repair or replacement due to normal wear and tear. On-site warranty repair is not covered under the foregoing warranty.

(c) After Camfil has been given adequate opportunity to remedy any defects in material or workmanship, Camfil retains in its sole discretion, the option to accept return of the products, with freight paid by the purchaser, and to refund the purchase price for the products after confirming the products are defective or nonconforming to Camfil's specifications. Such a refund will be the full extent of Camfil's. Camfil shall not be liable for any other costs, expenses or damages, whether direct, indirect, special, incidental, consequential or otherwise. The terms of this warranty may be modified only by a special warranty document signed by the APC Vice President Americas of Camfil.

(d) **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS. THE OBLIGATIONS OF SELLER SET FORTH IN THIS SECTION SHALL BE SELLER'S SOLE LIABILITY, AND BUYER'S SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY.** Representations and warranties made by any person including distributors, dealers and representatives of Seller which are inconsistent or in conflict with the terms of this warranty shall not be binding on Camfil unless reduced to writing and approved by an expressly authorized officer. **FAILURE TO USE GENUINE CAMFIL APC REPLACEMENT PARTS WILL VOID SELLER'S WARRANTY.**

(e) Seller warrants that neither the use alone, nor the sale in the form in which the products were delivered by Buyer, will infringe the claims of any United States patent. Buyer shall at its own expense, defend and hold Seller harmless from any claim of any nature whatsoever arising out of any warranty or representation extended to others except to the extent specifically authorized in writing by Seller.

5. Seller's Liability: Seller's liability for defective products is limited to either repair, replacement or refund of the purchase price of the defective products at Seller's election, provided the defective products are returned to Seller, at Seller's request, transportation charges prepaid by Buyer. Products shall not be returned to seller without Seller's permission. Under no circumstances (whether or not foreseeable) shall Seller be obligated for consequential, special, incidental or other damages, losses or expenses in connection with or by reason of any breach; Seller's liability is limited to the purchase price of the products. The remedies expressed in these terms and conditions are exclusive. No claims for defective products (whether due to latent or patent defects) may be made except in writing, provided claims for patent defects are received by Seller within fifteen (15) days from the date of delivery and claims for latent defects are received by Seller within one year from the date of delivery. In the event any other default is claimed, notice shall be promptly given to Seller.

6. Excuse: Seller shall not be in default by reason of any failure in performance of its obligations under any written agreement (including any failure to make progress in the prosecution of the work thereunder which endangers performance) if such failure arises out of causes beyond the control (whether caused directly or indirectly), of the Seller. Such causes may include, but are not restricted to: Acts of God or of the public enemy; war, acts of any Government (including specifically but not exclusively any orders, rules, or

regulations issued by any official or agency of any such Government) in either its sovereign or contractual capacity; riots; fires; floods; epidemics; quarantine restrictions; embargoes; strikes; labor difficulties; unusually severe weather; shortages in labor, breakage of equipment, fuel, materials and supplies, or any combination thereof.

7. Shipment, Risk of Loss and Damage: All shipments shall be F.O.B. Seller's plant unless otherwise specified. In the absence of specific instructions, Seller may select the carrier and delivery date. Risk of loss shall pass to Buyer upon delivery of the products to the carrier or delivery service or on the date in which payment is due, whichever occurs first. Products held for Buyer or stored for Buyer shall be at Buyer's risk and expense. Payment for any shipment of products postponed at Buyer's request and approved by Seller shall be due from the date previously specified in the order for shipment or from the date notice is given that the products are ready for shipment, whichever is later. In the event of such postponement, title shall pass to buyer as of the date the products are ready for shipment. Seller shall not be liable for any delays of delivery (provided Seller timely delivers the products to the carrier as described above). Claims against Seller for shortage or damage must be made in writing within fourteen (14) days after receipt by Buyer of the products shipped. All costs of inspection and testing shall be borne by Buyer.

Camfil may ship all of the products at one time or in portions from time to time within the time of shipment. This contract shall be deemed separable as to delivery and acceptance of the products sold. Buyer may not refuse to accept any lot or portion of the products shipped hereunder on the grounds that there has been a failure to ship any other lot or that products in any other lot were nonconforming. Any such default by Seller will not substantially impair the value of this contract as a whole and will not constitute a breach of the contract as a whole.

8. Taxes: In addition to all other amounts due Seller, Buyer shall pay or reimburse Seller the amount of any sales, use, excise, property or other federal, state or local taxes, duties, tariffs or other assessments (other than any tax based solely upon Seller's net income) and related interest which Seller is at any time obligated to pay or collect in connection with or arising out of transactions between the Seller and the Buyer. If Buyer claims a tax exemption, Buyer must provide Seller with a valid tax exemption certificate prior to shipment of any product.

9. Delivery: Each delivery shall be deemed to be a separate sale and payment will be made on partial deliveries. Unless otherwise agreed to in writing Seller shall have the right to specify time of delivery whenever Buyers fails to express a specific delivery date.

10. Tools: Unless otherwise, expressly and separately provided, Seller shall retain title to and possession of any models, patterns, dies, mold, jigs, fixtures and tools made for or obtained for the furnishing of an order.

11. Proprietary Rights: Notwithstanding anything to the contrary contained in any request for quotation, quotation, purchase order, written agreement, or other document, or any purchase order or contract which may result there from, or in any plans, specifications, drawings, schedules or tables, contained in or incorporated therein by reference or otherwise, under no circumstances will:

(a) Buyers have access to any portion of Seller's facilities deemed to be proprietary by Seller;

(b) Buyer have access to any proprietary data or information;

(c) Buyer have any right or rights in or to proprietary data or information;

(d) Seller be deemed to grant a license to or any right in any patent, applications for patent, proprietary data or information.

Seller shall not be bound by any provision under any prime or other contract under which the Buyer may utilize products sold by Seller. Proprietary data or information as used herein, means any data providing information concerning Seller's trade secrets such as may be contained in, but not limited to any formula or device or compilation of information such as Seller's manufacturing methods or processes treatment and chemical composition of materials, plant layout and tooling.

12. Waiver: No waiver of any provision of these Terms and Conditions shall be valid or binding on any party unless agreed to in writing by the party to be charged. The failure of either party to enforce at any time any of the provisions of these Terms and Conditions, or the failure to require at any time performance by the other party of any of the provisions of these Terms and Conditions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter.

13. Referenced Specifications: Seller shall not be required to perform nor comply with any specifications which are not delivered to Seller at Seller's home office address, 3505 South Airport Road, Jonesboro, Arkansas 72401, or any specifications which may be incorporated by reference unless such specifications are separately and specifically assented to in writing by Seller in its quote or order acceptance.

14. Attorneys' Fees: In the event of any action, suit or proceeding relating to the subject matter hereof, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorneys' fees and related costs from the non-prevailing party.

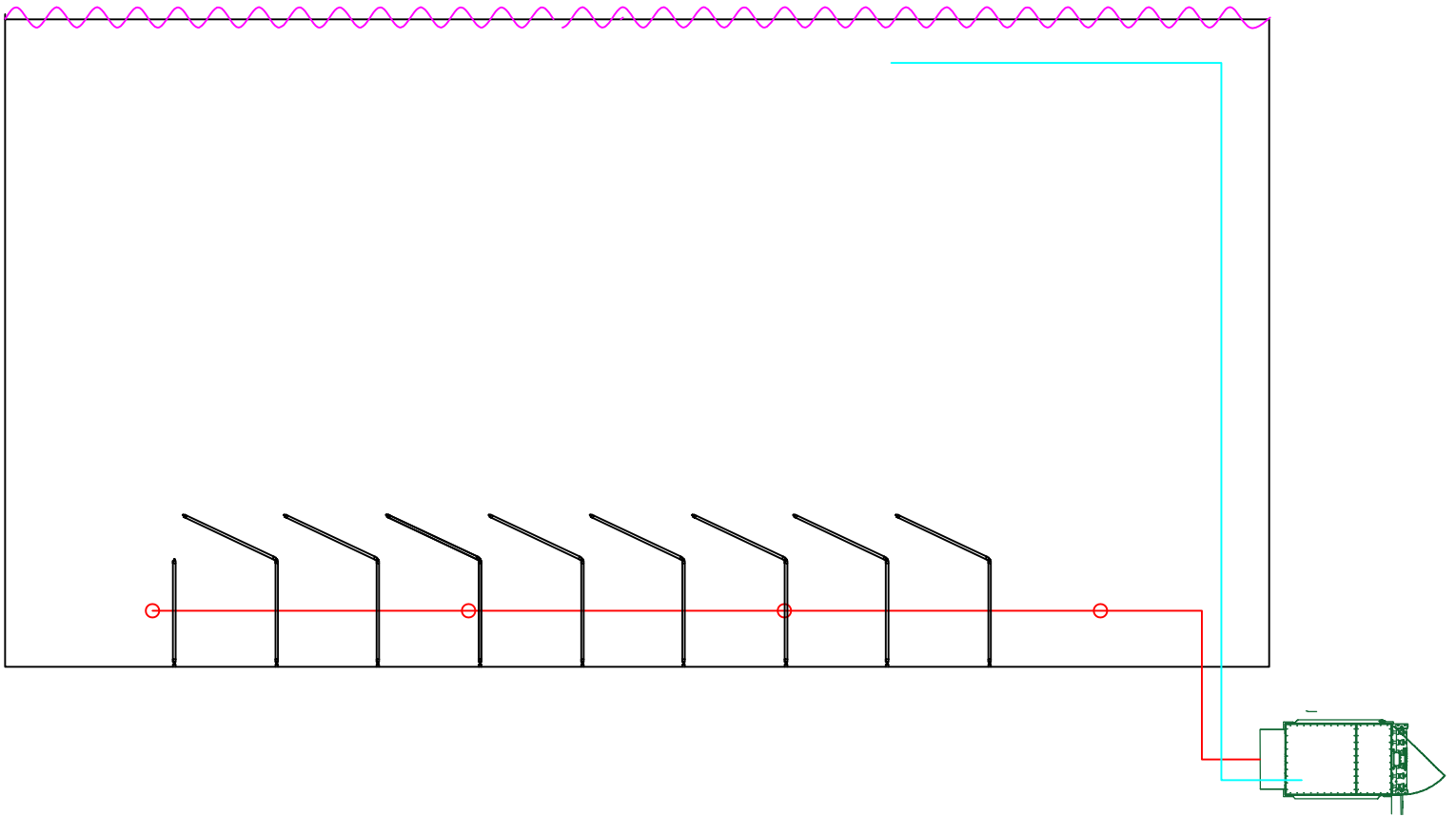
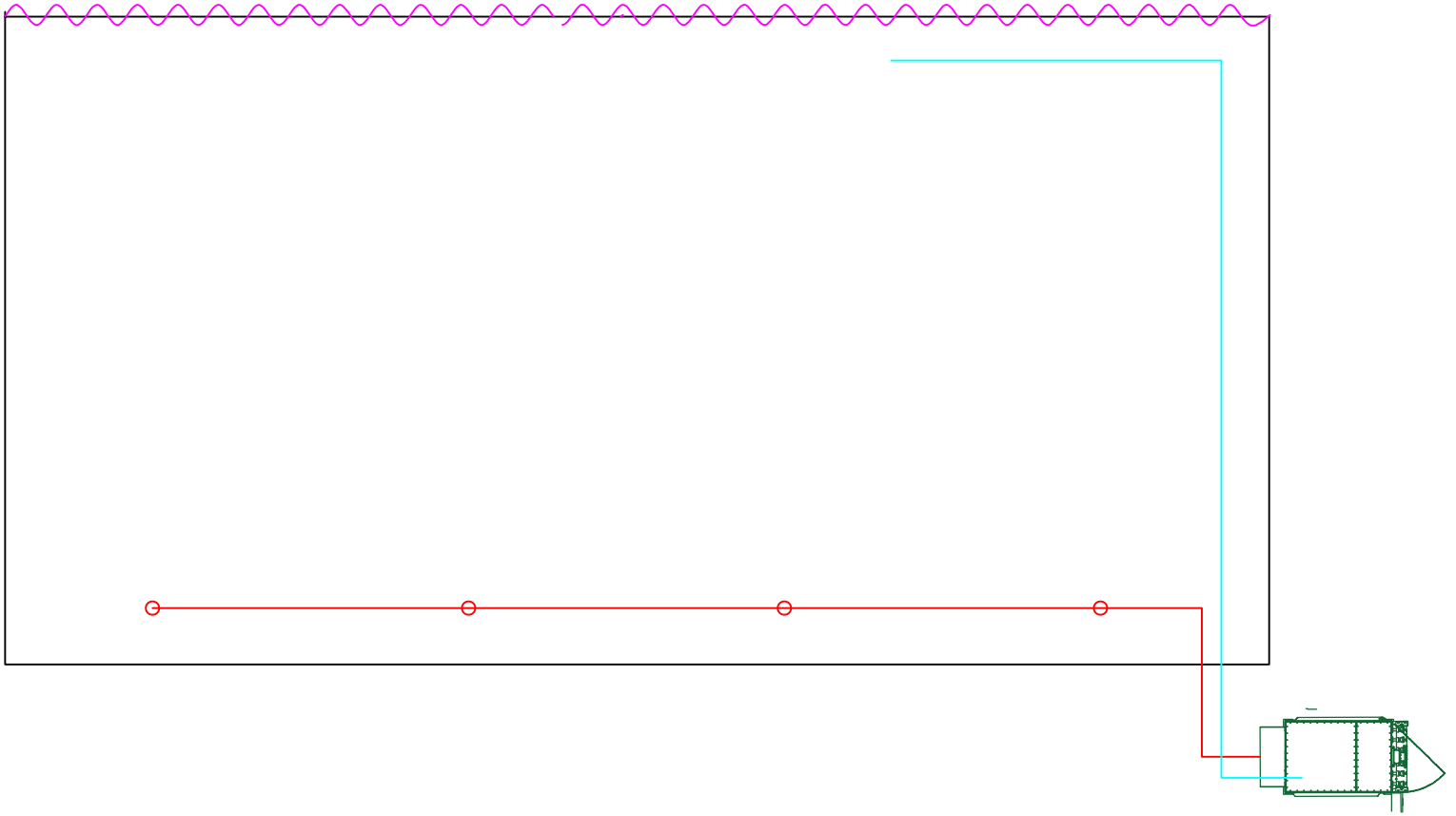
15. Termination and Suspension: Any termination or suspension of Buyer's obligation to purchase products ordered from Seller, shall be by written notice to Seller specifying the extent to which performance of the work is terminated or suspended. Seller shall stop work and Buyer shall pay Seller: (1) full payment for products completed and/or (2) termination or suspension charges on the percentage of completion basis for products not completed, but not to exceed the total order price.

16. Governing Law, Jurisdiction and Venue: These Terms and Conditions shall be construed under and according to the laws of the State of Arkansas without regard to its conflict of law provisions. The parties agree that jurisdiction and venue for any actions relating to these Terms and Conditions will be in the state or federal courts located in the County of Craighead, State of Arkansas. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in County of Craighead, State of Arkansas, for the adjudication of any dispute hereunder or in connection herewith and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that such suit, action or proceeding is improper.

17. Headings: The headings herein are for convenience only. They form no part of this Agreement and are in no way intended to alter or affect the meaning of this Agreement.

18. Severability: The invalidity in whole or in part of any of provisions of these Terms and Conditions shall not affect the validity or enforceability of any of its other provisions. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision in order to give the most approximate effect intended by the parties.

19. Final Acceptance: Buyer agrees, within 10 days of completion of delivery and any installation or training provided by Seller, to review the installation and performance of the products as well as all materials related to training and operation. Buyer shall complete the Certification of Acceptance attached hereto as **Attachment 1**, certifying that Buyer has approved the installation and performance of the products and that Buyer has reviewed and understands all applicable training and operation materials. The Certification of Acceptance shall be deemed accepted by Buyer if not delivered to Seller within thirty (30) days of Completion unless Buyer has delivered written notice objecting with specificity to the installation or performance by such date. In the event that any agreed upon performance test is not met, Buyer's sole remedy will be repair or replacement of the part of product responsible and in no event shall Seller's liability for any and all liability related to failure to meet such test exceed the purchase price of the products or the portion of the purchase price attributable to any part(s) of the products in respect to which such claim is made.





MATHESON

ask . . . The Gas Professionals™

MATHESON Tri-Gas Inc.
150 Allen Road
Basking Ridge, NJ 07920
Tel. 908-991-9200
Fax. 908-604-1463
www.MATHESON-trigas.com

EQUIPMENT SALE AGREEMENT

This Equipment Sale Agreement (the "Agreement") is made and entered into as of the 14th day of September, 2022, (the "Effective Date") by and between Matheson Tri-Gas, Inc., a Delaware corporation ("Seller"), and Amherst High School ("Buyer"), having a plant located Sycamore St. Amherst, NE 68812 ("Buyer's Plant"). MATHESON and Buyer hereby agree as follows:

- 1. Sale of Goods.** Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "Goods") in the quantities and at the Prices listed in Exhibit A and upon the terms and conditions set forth in this Agreement.
- 2. Delivery.** All products shall be shipped FOB origin location, and the cost of the Freight shall be added to the final invoice. Seller shall not be liable for any delays, loss or damage in transit. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered;
- 3. Non-Delivery.** The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within fifteen (15) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to delivering the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.]
- 4. Title and Risk of Loss.** Title and risk of loss pass to Buyer when carrier picks up equipment at place of origin. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code
- 5. Inspection and Rejection of Nonconforming Goods.** Buyer shall inspect the Goods upon receipt with 8 hours ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in this Agreement; or (ii) the product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility or to the manufacturer of the equipment, at Seller's discretion. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth are Buyer's exclusive remedies for the delivery of Nonconforming Goods. All sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
- 6. Price and Payment Terms** Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Exhibit A. Buyer shall pay a deposit of 0% down at time of order. Balance of 100% shall be due thirty (30) days from shipment of product. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or its affiliates, whether relating to Seller's or its affiliates' breach or non-performance of this Agreement or any other agreement between Buyer or any of its affiliates, and Seller or any of its affiliates, or otherwise.
- 7. Warranties.** All applicable manufacturer warranties will be conferred by Seller to Buyer. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN SECTION 5 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8
- 8. Limitation of Liability** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

- 9. Compliance with Law.** Buyer is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
- 10. Indemnification.** Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party in a final non-appealable judgment, relating to/arising out of or resulting from any claim of a third party or Seller arising out of or occurring in connection with the products purchased from Seller or Buyer's negligence, willful misconduct or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.
- 11. Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
- 12. Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) sections 8, 9, 10 and 11 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.
- 13. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14. Amendments.** No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing and identified as an amendment to and signed by an authorized representative of each Party.
- 15. Waiver.** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 16. Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Buyer's rights under Section 3, Section 5 and 7 are Buyer's exclusive remedies for the events specified therein. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 17. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**
- 18. Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Buyer to make payments to Seller), when and to the extent such failure or delay is caused by or results from acts beyond the control of the impacted Party ("Impacted Party"), including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, [OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS,] or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE BY THEIR RESPECTIVE OFFICERS THEREUNTO DULY AUTHORIZED.

Buyer name: _____	Matheson
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Buyer's tax exemption forms have been approved for sales tax to not be charged

Yes

No

Buyer will arrange for shipment of equipment, ownership to transfer at shipping origin location

Yes

No

Equipment Description and pricing

Quote Number	Description	Qty		Price Total
RP-20220914-3	AIR KING M-30 HORIZONTAL AIR CLEANER *3,000 CFM, 3/4HP - 115 VOLT - SINGLE PHASE MOTOR *14 GA FRAME, 16 GAUGE STEEL CABINET PANELS *10X10 BALL BEARING BELT DRIVE MOTOR/BLOWER *(2) 4" PLEATED PREFILTERS, (2) 65% MAIN BAG FILTERS *0"-3" MANOMETER GAUGE *FACTORY INSTALLED EYEBOLTS FOR CHAIN HANGING *FOUR-WAY EXHAUST LOUVERS	3	2,340.00	7,020.00
	Curtain package: * (3 ea.) 32' x 8'2" Clear curtains (Velcro sides and chain bottom) * (1 ea.) 74' x 4' clear roll curtain	1	2,050.00	2,050.00
			Total:	9,070.00

Buyer name: _____

Seller Name: Matheson Tri-Gas, Inc.,

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

I. TO BE PROVIDED BY THE BUYER

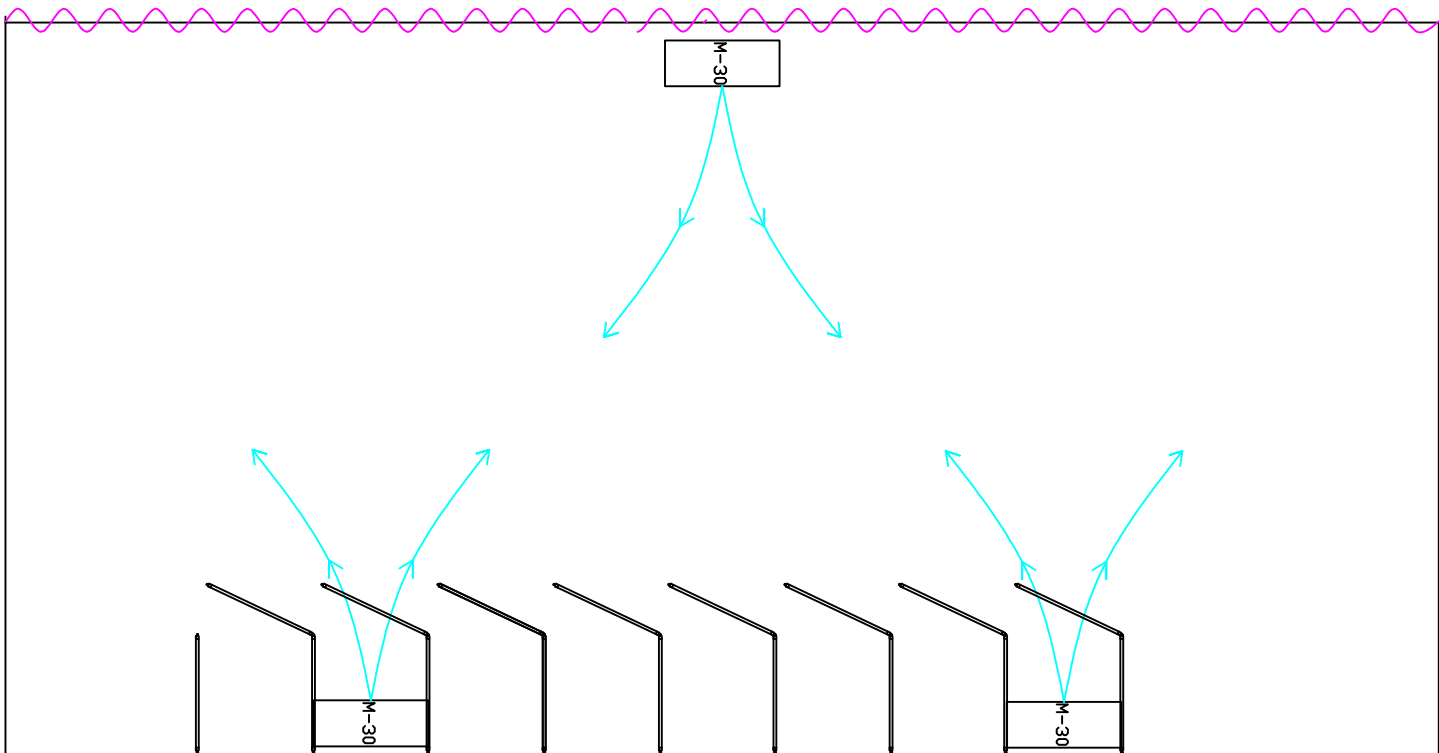
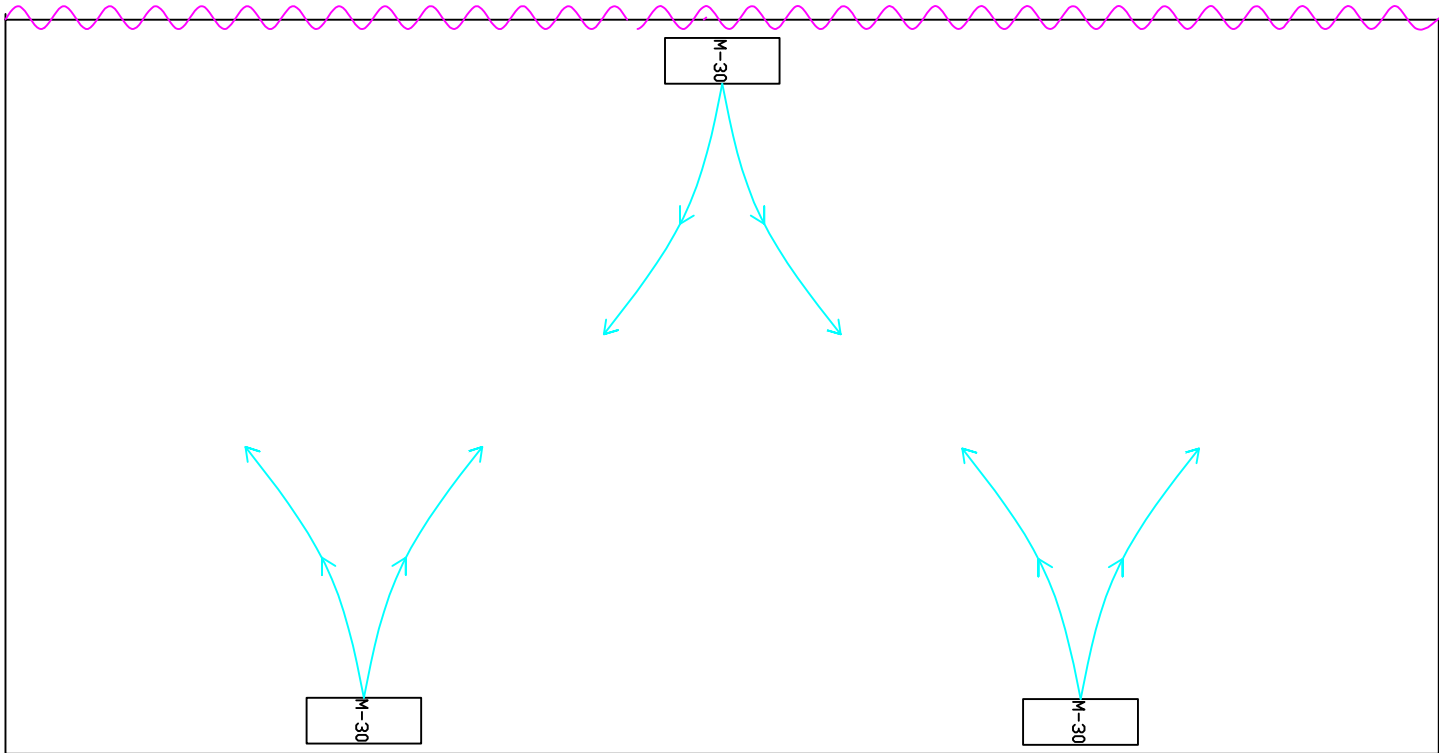
- All air testing,
- All dust testing (to know if your dust is explosive or not)
- All shipping cost
- All installation (equipment, curtains, booths, and ductwork etc.)
- Offloading of Equipment upon delivery on suitable, lighted, and secure construction access/laydown area adjacent to Equipment Site
- All necessary construction, building, use, operating, environmental or other like permits and licenses required for the installation and operation of the Equipment in compliance with all applicable laws, codes and ordinances. Buyer shall indemnify Seller for any failure to obtain any permits or comply with any code requirements.
- Equipment Site preparation, including clearing the site of any obstructions; installing any foundations, support structures, and bollards; and opening and finishing walls and ceilings.
- Fork lifts (min. 5000 lbs. rating w/extended forks), man lifts and ladders to facilitate offloading and installation of Equipment (man lifts and ladders can be supplied by seller at an additional charge upon request)
- Equipment rigging into Equipment Site
- All Electrical
- Permanent Power: grounded supply line at voltage terminated in Seller supplied Equipment electrical panel(s) if required for operation.
- Interconnecting power and cabling: wiring/conduit and any remotely mounted Ancillary Systems. Local disconnects must be provided as required by national and local electrical codes.
- Provision of all spare parts, and performing all periodic and preventative maintenance in accordance with equipment manufacturer's recommendations and regulatory requirements
- Removal and disposal of all waste generated during equipment installation (i.e. any pallets, wrapping and packaging material, left over piping and ducting, and other normal installation waste) in a safe, satisfactory manner, and in compliance with all applicable environmental laws)

II. Equipment Specifications

- Air King M-30

Buyer Initials _____

Seller Initials _____



QUOTATION



TO: AMHERST PUBLIC SCHOOLS
100 N Sycamore Street
Amherst, NE 68812

ATTENTION: Matt Gordon

RFP: Pulsatron PF-10 Dust Collector

QUOTE: AMHERST PF-10

DATE: 10/03/2022

SUBMITTED BY: Tom Myers

PHONE: (972) 278-2664

DUST COLLECTOR SPECIFICATIONS

- Environmental Control Pulse Jet Dust Collector - 16-0 $\frac{3}{4}$ " 'H x 6' 5 $\frac{1}{2}$ " W x 2' 10 $\frac{1}{2}$ " Deep
- Constructed of 10 GA galvanized steel with collector and hopper - industrial marine grade high solids epoxy Coating (Gulf Blue color)
- Motor/Blower is a 10 HP Direct-drive, airfoil design, non-overloading, spark resistant blower rated at 6,500 CFM @ 6" TSP (Total Static Pressure)
- 3,650 RPM positioned for quite and efficient operation with no belts to change or bearings to grease
- Magnetic Motor Starter for 10 HP motor/blower with push button start/stop and overload protection in NEMA 12 Enclosure
- Standard 460 Voltage - 3-Phase
- High temperature shutdown switch
- Captured air is directed toward the horizontal cannister filters increasing the capture velocity in the breathing zone at 175 FPM (feet per minute)
- PLC controlled reverse jet pulse of compressed air cleaning. Compressed air used - .78 SCF/Pulse @ 100 PSI
- Auto on/off-line programmable within the PLC 24-hour timer
- Primary Filters - 10 cartridge-type: 12.75" diameter x 30" (= 225 sq. ft. filter media) at 95% ASHARE Efficiency (Replaceable)
- MERV 14 Filtration level
- 55-gallon drum connection kit
- 55-gallon drum collector

*Design of Duct System with workstation drops/intakes is included with the purchase of the dust collector.

WORK EXCLUDED - INSTALLATION OF DUST COLLECTOR*

- Setting and Mounting of Dust Collector
- Electrical Connections to 10 HP motor blower and PLC Control Panel
- Materials and installation of duct system from the Pulsatron dust collector to the interior of building, including the eight (8) recommended workstation drops

*Installation can be contracted through Clean Air Consultants and our network of certified mechanical contractors. Installation estimate is provided 90 days before scheduled installation of the unit.

BASE PROPOSAL PRICE - EDUCATIONAL INSTITUTION DISCOUNT

MATERIALS	\$ INCLUDED
LABOR	\$ INCLUDED
MISCELLANEOUS COMPONENTS	\$ INCLUDED
ESTIMATED TAX	\$ N/A
SUBTOTAL	\$ 46,525.00
EDUCATION INSTITUTION DISCOUNT	\$ 7,754.00

QUOTATION



TOTAL

\$ 38,771.00

ADD/ DEDUCT/ ALTERNATE

- Applicable sales tax

TERMS

- This price is based on current market prices for material and equipment.
- Quote valid for 45 days
- Forty percent Down with the issue of a P.O., Balance due Net 30 days following shipment of unit.
- Estimated shipping is 10-12 weeks upon receipt of a purchase order

CUSTOMER APPROVAL

Signature: _____

Date:

Printed Name: _____

P.O.# _____

10/7/2022



617 West Third
Grand Island, NE 68801
(308) 382-8026
(800) 658-4072

AMHERST PUBLIC SCHOOLS
Matt Gordon
100 N SYCAMORE ST
AMHERST, NE 68812

Q52833

Thank you for the opportunity to offer the following quotation.

Description: Admin Office Furniture

Terms: Payment is due on the 10th of the month following date of purchase (invoice date).
Credit card payments over \$7,500 will be assessed an additional 3% fee.
(See Attached Page 2 for Terms and Conditions.)

Items: Finish Selections can impact pricing. Items are non-returnable.

Table with 4 columns: QTY, Description, Sell Price, Total. Rows include Bev's Office and Mr. Gordon's Office with various desk and file items.

Final Receive/Inspect/Deliver/Installation Cost will be determined with final selection of layouts. You can estimate 8-10% on this line item.

NOTE: Orders over \$7,500 require signature

Summary table with 2 columns: Description, Amount. Includes Design (Waived), Receive/Inspect/Deliver/Install (\$650.00), Dropship/Freight (N/C), Fuel/Raw Materials Surcharge (N/C), and TOTAL (\$7,319.33).

Does not include applicable taxes
Special order items are not returnable.

Quotation valid for: 10 Days Approximate Delivery: TBD

Quoted by: Ashley Clevenger & Erica Hueser Phone:

E-mail Address: aclevenger@eakes.com Fax:

For your convenience, this quotation becomes an order when authorized with your signature.

Authorized by: Title:
Purchase order number: Date:

This proposal remain confidential within your organization due to the proprietary nature of Eakes, Inc. and are presented for the exclusive use in evaluating the accompanying information. It is not to be distributed outside your organization without the prior written consent of Eakes. ---Thank you for your understanding and cooperation.



Furniture Purchase Terms and Conditions

**Quote valid for maximum 10 days from quotation date.
Any reduction of quote period will be specified within quote.**

ORDER DETAILS: Customer confirms that they have reviewed the attached proposal in detail, all specifications are correct, and that all finish selections are final.

PAYMENT - For purchases greater than \$7,500, a deposit of 50% of the purchase price OR an authorized customer purchase order is required in advance of order placement. The buyer agrees to pay the remaining balance within ten (10) days after delivery by company check, cash, or equivalent non-credit card payment type. For purchases greater than \$5,000 paid by a credit card, a fee of 3% of the sell price will apply. In the event of damage or delivery of incorrect product, the buyer may withhold payment on only the damaged or incorrect piece(s) of merchandise. Ownership of the merchandise will pass from Eakes Office Solutions to the buyer when the full purchase price and all other charges due under this agreement are paid in full. In the event that construction delays or other causes not within Eakes Office Solutions' control force postponement of the installation, the furnishings will be stored until installation can be resumed and will be considered accepted by the buyer for the purpose of payment.

CANCELLATION AND CHANGES - Products under this agreement will be specially ordered and are noncancelable, change requests will only be accepted from authorized customer representatives and may result in extra charges/fees.

DELIVERY AND INSTALLATION - If delivery and/or installation is required as part of the proposal, the following provisions shall apply.

- **CONDITION OF THE JOB SITE** - The job site shall be clean and free of debris and other trades prior to installation.
- **FURNITURE REMOVAL** - If Eakes Office Solutions is providing furniture removal services, those services will be detailed within the quote. If no furniture removal is included, customer is responsible for removing existing furniture prior to installation of products quoted above.
- **DELIVERY DURING NORMAL BUSINESS HOURS** - Delivery and installation will be made during normal working hours (Monday-Friday / 8-5).
- **STORAGE SPACE** - Provided the merchandise does not arrive to the site earlier than the requested installation date noted below, the buyer will provide safe and adequate storage space. If the space provided is inadequate, storage costs incurred will be reimbursed by the buyer at the rate of 2% of purchase price per month plus \$55 per man hour and \$0.75 per mile for transportation and warehousing.
- **DAMAGE** - After delivery, any loss or damage to product caused by other trades, weather, fire, or any other cause, shall be the responsibility of the buyer, and the buyer agrees to hold Eakes Office Solutions harmless from loss for such reasons. Risk of loss regardless of reason passes to the buyer upon delivery.

TRANSPORTATION CLAIMS - Claims for transportation damage shall be prosecuted by Eakes Office Solutions. In the event of a drop shipment, the buyer is responsible for notating damage on any freight receiving documents and reporting damage immediately to Eakes Office Solutions.

WARRANTY - All furniture is warranted by the manufacturer. No agent or representative of Eakes Office Solutions is authorized to make any representations or warranties unless in writing, signed by an officer of Eakes Office Solutions and made part of these terms and conditions of sale.

LIABILITY - The buyer shall be responsible, and assumes all liability, for any and all property damage and personal injury, including death, which may arise in connection with buyer's use or operation of the Furniture and/or Equipment. The buyer will not hold Eakes Office Solutions liable for any injury or damage that would result from wall mounted support channels and attached components becoming loose or insecure.

NO OTHER AGREEMENTS - There are no other agreements, expressed or implied, other than those specified herein and those set forth in the specifications, delivery, and installation schedules. The terms and conditions set forth herein and the above-mentioned documents may not be varied except upon the written agreement of both the buyer and Eakes Office Solutions.

Agreed and Accepted by (Customer Name):

Authorized Signature: _____

Purchase Order Number:

Title: _____

Date:

10/5/2022



617 West Third
Grand Island, NE 68801
(308) 382-8026
(800) 658-4072

AMHERST PUBLIC SCHOOLS

Q52833

Matt Gordon
100 N SYCAMORE ST
AMHERST, NE 68812

Thank you for the opportunity to offer the following quotation.

Description:

Admin Office Furniture

Terms:

Payment is due on the 10th of the month following date of purchase (invoice date).
Credit card payments over \$7,500 will be assessed an additional 3% fee.
(See Attached Page 2 for Terms and Conditions.)

Items:

Finish Selections can impact pricing. Items are non-returnable.

QTY	Description	Sell Price	Total
	Bev's Office		-
1	Ushaped Desk with Box/Box/File, File/File, Keyboard Tray with Wall mounted storage, Open Shelf with tackboards (1- 60", 1-36")	\$3,410.58	\$ 3,410.58
1	Lateral File with Bookcase Hutch	\$1,029.84	\$ 1,029.84
	Mr. Gordon's Office		-
1	Ushaped Desk with Bullet front, half modesty, lateral file	\$2,374.08	\$ 2,374.08
1	Mobile Box/File Pedestal	\$411.85	\$ 411.85
1	Bookcase Hutch with Lateral File	\$1,029.84	\$ 1,029.84
			-

Final Receive/Inspect/Deliver/Installation Cost will be determined with final selection of layouts. You can estimate 8-10% on this line item.

NOTE: Orders over \$7,500 require signature on page 2 and page 3.

Design	Waived
Receive/Inspect/Deliver/Install	\$ 650.00
Dropship/Freight	N/C
Fuel/Raw Materials Surcharge	N/C
TOTAL	\$ 8,906.19

Does not include applicable taxes
Special order items are not returnable.

Quotation valid for: 10 Days Approximate Delivery: TBD

Quoted by: Ashley Clevenger & Erica Hueser Phone: _____

E-mail Address: aclevenger@eakes.com Fax: _____

For your convenience, this quotation becomes an order when authorized with your signature.

Authorized by: _____ Title: _____

Purchase order number: _____ Date: _____

*his proposal remain confidential within your organization due to the proprietary
; Inc. and are presented for the exclusive use in evaluating the accompanying
'stributed outside your organization without the prior written consent of Eakes.*

---Thank you for your understanding and cooperation.



Furniture Purchase Terms and Conditions

**Quote valid for maximum 10 days from quotation date.
Any reduction of quote period will be specified within quote.**

ORDER DETAILS: Customer confirms that they have reviewed the attached proposal in detail, all specifications are correct, and that all finish selections are final.

PAYMENT - For purchases greater than \$7,500, a deposit of 50% of the purchase price OR an authorized customer purchase order is required in advance of order placement. The buyer agrees to pay the remaining balance within ten (10) days after delivery by company check, cash, or equivalent non-credit card payment type. For purchases greater than \$5,000 paid by a credit card, a fee of 3% of the sell price will apply. In the event of damage or delivery of incorrect product, the buyer may withhold payment on only the damaged or incorrect piece(s) of merchandise. Ownership of the merchandise will pass from Eakes Office Solutions to the buyer when the full purchase price and all other charges due under this agreement are paid in full. In the event that construction delays or other causes not within Eakes Office Solutions' control force postponement of the installation, the furnishings will be stored until installation can be resumed and will be considered accepted by the buyer for the purpose of payment.

CANCELLATION AND CHANGES - Products under this agreement will be specially ordered and are noncancelable, change requests will only be accepted from authorized customer representatives and may result in extra charges/fees.

DELIVERY AND INSTALLATION - If delivery and/or installation is required as part of the proposal, the following provisions shall apply.

- **CONDITION OF THE JOB SITE** - The job site shall be clean and free of debris and other trades prior to installation.
- **FURNITURE REMOVAL** - If Eakes Office Solutions is providing furniture removal services, those services will be detailed within the quote. If no furniture removal is included, customer is responsible for removing existing furniture prior to installation of products quoted above.
- **DELIVERY DURING NORMAL BUSINESS HOURS** - Delivery and installation will be made during normal working hours (Monday-Friday / 8-5).
- **STORAGE SPACE** - Provided the merchandise does not arrive to the site earlier than the requested installation date noted below, the buyer will provide safe and adequate storage space. If the space provided is inadequate, storage costs incurred will be reimbursed by the buyer at the rate of 2% of purchase price per month plus \$55 per man hour and \$0.75 per mile for transportation and warehousing.
- **DAMAGE** - After delivery, any loss or damage to product caused by other trades, weather, fire, or any other cause, shall be the responsibility of the buyer, and the buyer agrees to hold Eakes Office Solutions harmless from loss for such reasons. Risk of loss regardless of reason passes to the buyer upon delivery.

TRANSPORTATION CLAIMS - Claims for transportation damage shall be prosecuted by Eakes Office Solutions. In the event of a drop shipment, the buyer is responsible for notating damage on any freight receiving documents and reporting damage immediately to Eakes Office Solutions.

WARRANTY - All furniture is warranted by the manufacturer. No agent or representative of Eakes Office Solutions is authorized to make any representations or warranties unless in writing, signed by an officer of Eakes Office Solutions and made part of these terms and conditions of sale.

LIABILITY - The buyer shall be responsible, and assumes all liability, for any and all property damage and personal injury, including death, which may arise in connection with buyer's use or operation of the Furniture and/or Equipment. The buyer will not hold Eakes Office Solutions liable for any injury or damage that would result from wall mounted support channels and attached components becoming loose or insecure.

NO OTHER AGREEMENTS - There are no other agreements, expressed or implied, other than those specified herein and those set forth in the specifications, delivery, and installation schedules. The terms and conditions set forth herein and the above-mentioned documents may not be varied except upon the written agreement of both the buyer and Eakes Office Solutions.

Agreed and Accepted by (Customer Name):

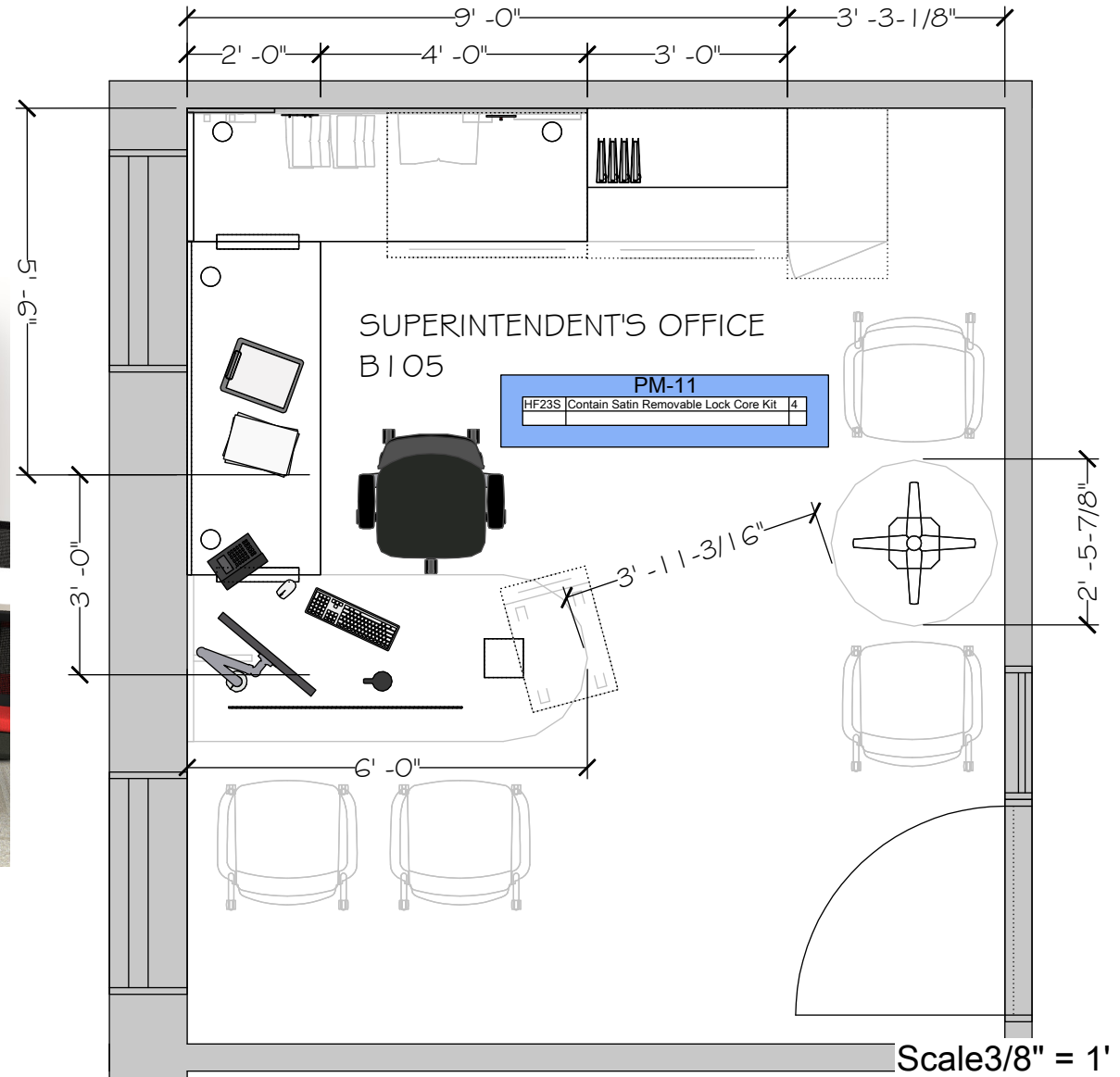
Authorized Signature: _____

Purchase Order Number:

Title: _____

Date:

Salesperson:
Ashley Clevenger
aclevenger@eakes.com



THESE DRAWINGS ARE THE PROPERTY OF EAKES OFFICE SOLUTIONS. NO PART OF THE DRAWING MAY BE REPRODUCED OR DISTRIBUTED WITHOUT PRIOR CONSENT OF EAKES.

Salesperson:
Ashley Clevenger
aclevenger@eakes.com

AMHERST PUBLIC SCHOOLS | 9/22/2022

BOOKKEEPER OFFICE: OPTION 2



THESE DRAWINGS ARE THE PROPERTY OF EAKES
OFFICE SOLUTIONS. NO PART OF THE DRAWING
MAY BE REPRODUCED OR DISTRIBUTED WITHOUT
PRIOR CONSENT OF EAKES.

10/5/2022



617 West Third
Grand Island, NE 68801
(308) 382-8026
(800) 658-4072

AMHERST PUBLIC SCHOOLS

Q52833

Matt Gordon
100 N SYCAMORE ST
AMHERST, NE 68812

Thank you for the opportunity to offer the following quotation.

Description: Shop/Ag Classroom Furniture

Terms: Payment is due on the 10th of the month following date of purchase (invoice date).
Credit card payments over \$7,500 will be assessed an additional 3% fee.
(See Attached Page 2 for Terms and Conditions.)

Items: Finish Selections can impact pricing. Items are non-returnable.

QTY	Description	Sell Price	Total
Option 1 - Butcher Block SEATED OPTION			
6	Makerspace 42" x 60" tables, butcherblock top, NO end panel	\$1,232.51	\$ 7,395.06
24	Build seated height 4-Leg Stool	\$73.74	\$ 1,769.76
1	Teachers Flip and Nest Teacher Desk with half modesty	\$709.42	\$ 709.42
Option 1 TOTAL:		\$9,874.24	-
Option 2 - Butcher Block BAR HEIGHT			
6	Makerspace 42" x 60" tables, butcherblock top, no end panel	\$1,247.18	\$ 7,483.08
24	Build Café Height 4-Leg Stool	\$102.43	\$ 2,458.32
1	Teachers Flip and Nest Teacher Desk with half modesty	\$709.42	\$ 709.42
Option 2 TOTAL:		\$10,650.82	-
Option 3 - Laminate Top - BAR HEIGHT			
6	Makerspace Tables with NO End Panels	\$903.04	\$ 5,418.24
24	Build Café Height 4-Leg Stool	\$102.43	\$ 2,458.32
1	Teachers Flip and Nest Teacher Desk with half modesty	\$709.42	\$ 709.42
Option 3 TOTAL:		\$8,585.98	-
Option 4 - Desks and chairs			
24	Student Desks 20 x 31 Rectangle	\$199.08	\$ 4,777.92
6	Student Smart Link 18" seats (carton of 4 chairs)	\$306.47	\$ 1,838.82
1	Teachers Flip and Nest Teacher Desk with half modesty	\$709.42	\$ 709.42
Option 4 TOTAL:		\$7,326.16	-

Final Receive/Inspect/Deliver/Installation Cost will be determined with final selection of layouts. You can estimate 8-10% on this line item.

NOTE: Orders over \$7,500 require signature on page 2 and page 3.

Design	Waived
Receive/Inspect/Deliver/Install	\$ 850.00
Dropship/Freight	N/C
Fuel/Raw Materials Surcharge	N/C
TOTAL	TBD

Does not include applicable taxes
Special order items are not returnable.

Quotation valid for: 10 Days Approximate Delivery: TBD

Quoted by: Ashley Clevenger & Erica Hueser Phone: _____

E-mail Address: aclevenger@eakes.com Fax: _____

For your convenience, this quotation becomes an order when authorized with your signature.

Authorized by: _____ Title: _____

Purchase order number: _____ Date: _____

*This proposal remain confidential within your organization due to the proprietary
; Inc. and are presented for the exclusive use in evaluating the accompanying
distributed outside your organization without the prior written consent of Eakes.*

---Thank you for your understanding and cooperation.



Furniture Purchase Terms and Conditions

**Quote valid for maximum 10 days from quotation date.
Any reduction of quote period will be specified within quote.**

ORDER DETAILS: Customer confirms that they have reviewed the attached proposal in detail, all specifications are correct, and that all finish selections are final.

PAYMENT - For purchases greater than \$7,500, a deposit of 50% of the purchase price OR an authorized customer purchase order is required in advance of order placement. The buyer agrees to pay the remaining balance within ten (10) days after delivery by company check, cash, or equivalent non-credit card payment type. For purchases greater than \$5,000 paid by a credit card, a fee of 3% of the sell price will apply. In the event of damage or delivery of incorrect product, the buyer may withhold payment on only the damaged or incorrect piece(s) of merchandise. Ownership of the merchandise will pass from Eakes Office Solutions to the buyer when the full purchase price and all other charges due under this agreement are paid in full. In the event that construction delays or other causes not within Eakes Office Solutions' control force postponement of the installation, the furnishings will be stored until installation can be resumed and will be considered accepted by the buyer for the purpose of payment.

CANCELLATION AND CHANGES - Products under this agreement will be specially ordered and are noncancelable, change requests will only be accepted from authorized customer representatives and may result in extra charges/fees.

DELIVERY AND INSTALLATION - If delivery and/or installation is required as part of the proposal, the following provisions shall apply.

- **CONDITION OF THE JOB SITE** - The job site shall be clean and free of debris and other trades prior to installation.
- **FURNITURE REMOVAL** - If Eakes Office Solutions is providing furniture removal services, those services will be detailed within the quote. If no furniture removal is included, customer is responsible for removing existing furniture prior to installation of products quoted above.
- **DELIVERY DURING NORMAL BUSINESS HOURS** - Delivery and installation will be made during normal working hours (Monday-Friday / 8-5).
- **STORAGE SPACE** - Provided the merchandise does not arrive to the site earlier than the requested installation date noted below, the buyer will provide safe and adequate storage space. If the space provided is inadequate, storage costs incurred will be reimbursed by the buyer at the rate of 2% of purchase price per month plus \$55 per man hour and \$0.75 per mile for transportation and warehousing.
- **DAMAGE** - After delivery, any loss or damage to product caused by other trades, weather, fire, or any other cause, shall be the responsibility of the buyer, and the buyer agrees to hold Eakes Office Solutions harmless from loss for such reasons. Risk of loss regardless of reason passes to the buyer upon delivery.

TRANSPORTATION CLAIMS - Claims for transportation damage shall be prosecuted by Eakes Office Solutions. In the event of a drop shipment, the buyer is responsible for notating damage on any freight receiving documents and reporting damage immediately to Eakes Office Solutions.

WARRANTY - All furniture is warranted by the manufacturer. No agent or representative of Eakes Office Solutions is authorized to make any representations or warranties unless in writing, signed by an officer of Eakes Office Solutions and made part of these terms and conditions of sale.

LIABILITY - The buyer shall be responsible, and assumes all liability, for any and all property damage and personal injury, including death, which may arise in connection with buyer's use or operation of the Furniture and/or Equipment. The buyer will not hold Eakes Office Solutions liable for any injury or damage that would result from wall mounted support channels and attached components becoming loose or insecure.

NO OTHER AGREEMENTS - There are no other agreements, expressed or implied, other than those specified herein and those set forth in the specifications, delivery, and installation schedules. The terms and conditions set forth herein and the above-mentioned documents may not be varied except upon the written agreement of both the buyer and Eakes Office Solutions.

Agreed and Accepted by (Customer Name):

Authorized Signature: _____

Purchase Order Number:

Title: _____

Date:



STUDENT LEARN SUCCEED CHANGE
 ADAPTABLE
 JOY AGILE FLEXIBLE
 MOVE WIGGLE

21ST CENTURY
 LEARNING
 ENVIRONMENTS

ASK Supply Co. LLC

Business Solutions & Supplies

Phone 308-234-5166

Fax 308-236-9855

P.O. Box 624 Kearney, NE 68848

CONTACT

Kirby Wilson

kirby@asksupply.com

V/S www.vsamerica.com



JUMPER® AIR ACTIVE

Forward-flexing cantilever frame made from curved, powder-coated circular steel tube; extremely ergonomic with a seat shell made from double-walled, structured polypropylene for comfortable sitting with air-cushion effect; equipped with glides for hard or soft floors or with 2-component universal glides; available in 6 heights; stackable up to 5 high.



LITETABLE-ST

Round 12-gauge steel legs and frame; due to the two recessed and two outrigger legs the tables can be rotated to form continuous rows; fully-sealed laminated top with multi-density fiberboard core and tightly glued hard plastic edges to protect top from moisture damage; stackable to 8 high; 2 glides, 2 castors



SHIFT+ THUMBPRINT TABLE

Convex and concave organically shaped tables with curves that fit each other and all of the other Shift+ product curves; four legs are welded to the frame and tables stack; 2 locking castors, 2 plastic glides; fully-sealed laminated top with multi-density fiberboard core and tightly glued edges to protect top from moisture damage; 12-gauge powder coated steel legs and frame.



SHIFT+ TRANSFER CABINETS

Curved or straight book-shelf with adjustable shelves; mobile with locking industrial castors; curves that fit each other and all of the other Shift+ product curves; two handles; perforated metal back panel; fully-sealed laminated top with multi-density fiberboard core and tightly glued edges to protect top and shelves from moisture damage; two sided and door options available; opposing magnets on either side to connect firmly when grouped.

JUMPER AIR MOVE

Swivel frame with continuous gas spring height adjustment; seat shell made from double-walled, structured polypropylene for comfortable sitting with air-cushion effect; optionally available with a particularly ergonomic 3D rocking mechanism; adjustable footring available; equipped with castors for hard or soft floorings or with 2C universal glide elements.



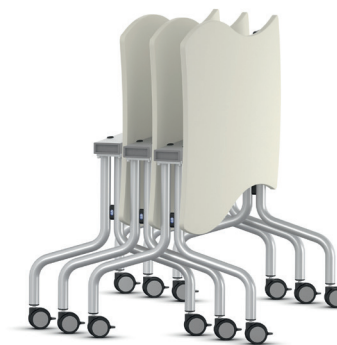
TRITABLE-III

Triangular top; 12-gauge round steel legs and frame; fully-sealed laminated top with multi-density fiberboard core and tightly glued hard plastic edges to protect top from moisture damage; stackable to 8 high with stack protection at the lower edge of the top frame; 2 glides, 1 castor.



SHIFT+ FUSION TABLE

Freeform table with curves that fit each other and all of the other Shift+ product curves; flip top or four legs; locking castors; flip action is two-handed for security; top locks when horizontal or flipped for safety; fully-sealed laminated top with multi-density fiberboard core and tightly glued hard plastic edges to protect top from moisture damage; legs are bent powder-coated 12-gauge steel tubes.



SHIFT+ TRANSFER BOX

Mobile unit with rails for bins and locking industrial castors; two handles; perforated metal back panel; fully-sealed laminated top with multi-density fiberboard core and tightly glued edges to protect top and sides from moisture damage; opposing magnets on either side to connect firmly when grouped.



PANTOSWING-LUPO CHAIR

Dynamic chair: ergonomic shell rocks while frame remains stationary to allow student movement while seated; contoured double-wall poly shell designed for front, side, and backwards sitting; 12-gauge round steel tube with five bends and no screw or rivet punctures for superior strength and durability; 10 square inches of floor contact with floor protecting glides.



COMPASS-LUPO CHAIR

Contoured double-wall shell designed for front, side, and backwards sitting; 12-gauge round steel tube; castors available.



FLIPTABLE-RU

Flip top nesting table on locking castors, flip action is two-handed for security; top locks when horizontal or flipped for safety; fully-sealed laminated top with multi-density fiberboard core and tightly glued hard plastic edges to protect top from moisture damage; legs are two bent powder-coated 12-gauge steel tubes.



SHIFT+ TRANSFER TEACH

Straight storage with shelves and locking door; locking castors; fully-sealed laminated top with multi-density fiberboard core and tightly glued edges to protect top, shelves, door, and sides from moisture damage; two handles; perforated metal back panel; opposing magnets on either side; bins additional.

PANTOMOVE-LUPO CHAIR

Unique 3D rocking mechanism provides 360-degree movement for seated students or teachers; height-adjustable; designed for forward, side, and backwards sitting; aluminum base; double-walled polypropylene shell; castors lock when no weight is in the chair to prevent empty chairs from moving.



PUZZLE TABLE

Organically shaped table with 12-gauge steel powder coated legs welded to the 12-gauge steel frame for strength and durability; fully-sealed laminated top with multi-density fiberboard core and tightly glued hard plastic edges to protect top from moisture damage; standing or seated heights; locking castors are available.



SHIFT+ INTERACT LECTERN

Mobile pneumatic height-adjustable table; laptop storage; curves that fit each other and all of the other Shift+ product curves; fully-sealed laminated top with multi-density fiberboard core and tightly glued edges to protect top from moisture damage; 12-gauge steel column and base; four locking castors.



SERIES 600 STORAGE

Mobile storage in many configurations; constructed of 12-gauge steel corner posts with perforated steel sides and back; heavy duty castors with stems that fit into the posts to support the weight and movement of the cabinet; fully-sealed laminated top and shelves.



HOKKI STOOL

Round-bottom stool allows for intuitive 360-degree movement while seated; thermoplastic curved base provides grip to floor, protects flooring and reduces noise; this simple construction allows students the same intuitive ability to move as is natural when standing; this easy movement builds core strength, increases attention span, and improves retention and efficiency.



RONDOLIFT TABLE

Pneumatic height-adjustable table; 12-gauge steel column with four-star base; lockable castors; fully-sealed laminated top with multi-density fiberboard core and tightly glued hard plastic edges to protect top from moisture damage.



SHIFT+ LANDSCAPE SEATING

Upholstered curved or straight mono block bench; curves that fit each other and all of the other Shift+ product curves; Stamskin vinyl upholstery; easy to move; plastic glides.



TRIUNION

The triangular table-top is particularly favorable for team and project work. The three sides offer enough space for small groups. For larger teams, several tables can be combined. With heights of 34 5/8", 41 3/4", and 47 1/4", the TriUnion invites students and adults to work together.

Item	Model/Description	Quantity	Unit Net Price	Extended price
1	21090 LiteTable-ST, lightweight construction table, stackable, circular steel tube frame, table weight 13.5 kg	24	\$ 350.00	\$ 8,400.00
	205 table height 076 76cm size blue			
	230 metal color 059 arctic			
	348 top 055 Chipboard laminated			
	209 thickness 190 19mm			
	356 color laminate 028 natural maple laminate			
	439 table top edge 002 2.5mm plastic, r= 2.5mm			
	440 laminate color table top edge 028 natural maple laminate			
	500 glides / castors 041 2 castors, 2-component glides			
	Width 70.0 cm			
	Depth 55.0 cm			
	Unit List Price \$ 350.00			
	Article MID 21090-00011			

2	31400 PantoSwing-LuPo, chair with polypropylene seat and backrest shell, tested to DIN EN 1729	24	\$ 155.00	\$ 3,720.00
	204 seat height 046 46cm size blue			
	230 metal color 059 arctic			
	280 seat / backrest plastic 078 dolphin grey			
	500 glides / castors 040 2-component glides			
	Unit List Price \$ 155.00			
	Article MID 31400-00234			

Subtotal	\$ 12,120.00
Total	\$ 12,120.00

Payment Terms: Net 30 days
Please send POs to: orders@vsamerica.com

-20% Contract Education - 2,424.00
9,696.00
freight = 1,061.00
10,757.00



Grades 5-8

Collaborative & Flexible

Whether students are working together or individually, their classroom needs furniture that quickly and easily supports both. That's why flexibility is an upgrade desired by 63% of teachers.*

*Source: MDR, State of the K-12 Market (2018)



SmartLink
4-Leg Chair
with Casters



Class-ifi
Combo Storage

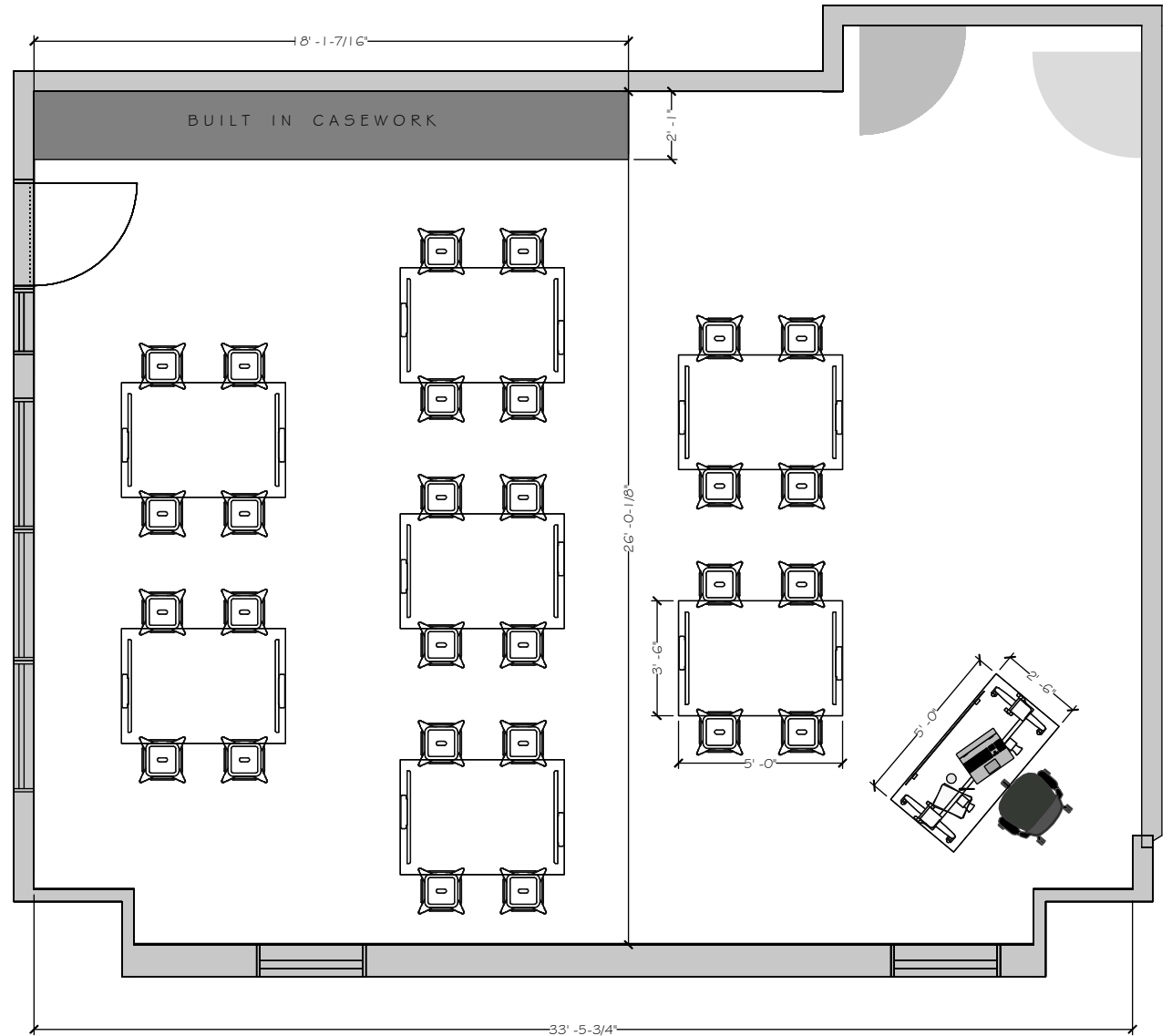


Build
Rectangle Student Desk
with Casters



Class-ifi
Cubby Storage

Salesperson:
Ashley Clevenger
aclevenger@eakes.com



Scale 3/16" = 1'



THESE DRAWINGS ARE THE PROPERTY OF EAKES OFFICE SOLUTIONS. NO PART OF THE DRAWING MAY BE REPRODUCED OR DISTRIBUTED WITHOUT PRIOR CONSENT OF EAKES.

