



**The
Portland
Loo** | *A Unique Solution to
a Universal Problem*

QUOTE

Date: May 13, 2020
Invoice #: [542]
Customer ID: Hyattsville
Expires: 6/12/2020

To: **Name:** Hal Metzler **Ship to:** Zip Code 27081
City: Hyattsville, MD

Salesperson	Shipping Method	Shipping Terms	Delivery Date	Payment Terms
Evan Madden	Truck	FOB Hyattsville	TBD	see attached

Item #	QTY	Description	Unit Price	Line Total
1	1	Portland Loo- Single occupant public toilet. 304 stainless steel posts and 304 SS panels, louvers, roof and aluminum front door. 40W heat trace, interior and exterior LED lighting with photoeye and motion sensor control and occupancy counter. AC power option. (LH/RH door swing and LH/RH hand wash basin to be determined later) See attached drawings.	\$95,000.00	\$95,000.00
2	1	Loo Template	incl	-
3	1	Foundation Mounting Hardware	incl	-
4	1	Hand Wash Basin	\$1,500.00	\$1,500.00
5	1	Baby Changing Table	\$1,470.00	\$1,470.00
6	1	Trash Can	\$100.00	\$100.00
7	1	Sharps Container	\$900.00	\$900.00
8	1	Cold Weather Toilet Upgrade	\$4,500.00	\$4,500.00
9	1	Recessed Hand Wash With Cold Air Hand Dryer, Tempered Water, and Soap Dispenser.	\$6,725.00	\$6,725.00
10	1	Shipping & Handling	\$6,120.00	\$6,120.00

Total	See Above
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Make all checks payable to Madden Fabrication
 Thank you for your business!
 2550 NW 25th Pl. Portland, Oregon 97210 (503)226-3968

- 1. Terms of Payment.** 30% at time of order, 50% at time of shipment and remaining 20% Net 30 after receipt by customer.
 - a. Deviation from Payment.** Payment Time is of the essence with respect to Buyer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Buyers and other parties, or failure by other parties to pay Buyer or perform any agreement with Buyer shall not result in delay of payment to Madden Fabrication. Madden Fabrication does not accept partial payments, any offsets, credit card merchant fees and/or retainage against the Purchase Order price. Should Buyer not act according to the terms of payment for any reason, the terms will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 18 percent per annum or the highest lawful rate applicable, if such rate is less than 18 percent, from the date payment was due. The Madden Fabrication Warranty becomes null and void when payment is more than 5 business days past due.
 - b. Tax.** Unless otherwise indicated on the Madden Fabrication quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state, county/local or other agency with jurisdictional authority is excluded from this order. Buyer is responsible for remitting any taxes that are applicable.
 - c. Fees.** Madden Fabrication is not responsible for any fees and or expenses related to licensing, inspections and engineering as required by individual states or local governments.
- 2. Change Orders.** All change orders must be signed by the buyer. Prices stated herein are valid for 1 month from the purchase order date, or two weeks from the purchase order date if unsigned, at which time Madden Fabrication may adjust its price if cost factors warrant. Additionally, any modifications to Madden Fabrication Portland Loo quote to customer, prior to formal approval, may result in a price adjustment. Any modification, to Madden Fabrication Portland Loo quote to customer, after formal approval, requested or required by Buyer for any reason shall be performed by Madden Fabrication at Buyer's expense, as follows: (i) Buyer shall submit a written description of the modifications to Madden Fabrication (ii) within 14 days of receipt of Buyer's description, Madden Fabrication shall provide to Buyer a written price quote for the modifications requested; (iii) Buyer shall pay the Change Order Invoice to Madden Fabrication in accordance with payment terms.
- 3. Terms of Delivery.** Madden Fabrication will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for a damages suffered by the buyer by reason of such delay, when such delay is beyond Madden Fabrication control. All goods are shipped F.O.B. Portland, Oregon, which means that the risk of loss or damage to the goods and risk of delays in transit passes to the Buyer when the goods are duly delivered to the carrier at Portland, Oregon. Madden Fabrication has no control over arrival time of shipment, and shall not be responsible for delays in shipments once the goods leave Madden Fabrication plant.
 - a. Procedures for Handling Products.** Madden Fabrication suggested procedures for handling products are as follows:

- i. All Madden Fabrication materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the Portland Loo Installation Procedures submitted with respect to the specified model of Portland Loo restroom facility or component.
 - ii. All material received from, but not manufactured by Madden Fabrication must be handled per the specific handling instructions of the manufacturer of the material.
 - iii. Proper handling equipment its supply and operation are strictly the responsibility of the Buyer.
- 4. Description of Products and Warranty.** The Portland Loo and all its associated components shall be warranted against defects in materials and workmanship for a period for not less than one year from date of final acceptance.
- 5. Time of Shipment and Delivery.** Unless otherwise specified on the purchase order, Madden Fabrication may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a Madden Fabrication shipment order by a Buyer is ready to deliver the goods to the buyer, the Buyer agrees to accept the goods at the carrier's earliest possible delivery date and time.
- 6. Store & Invoice.** If Buyer delays shipment, regardless of the reason for delay, Madden Fabrication is permitted to invoice and the Buyer accepts the obligation to pay Madden Fabrication under its agreed upon payment terms, using the date the order was ready for shipment as the invoice date. Once the order is invoiced, the materials shall become property of the agency/contractor. Further Madden Fabrication may at its sole discretion invoice the Buyer for a 100% of the contract value in addition for a **minimum** of \$2,500 per month of on-site storage per Loo. Deliveries that are delayed by the Buyer may be canceled by Madden Fabrication and the goods returned to Madden Fabrication at its discretion. Any costs or difficulties arising from the Buyer's act in delaying receipt of Madden Fabrication's shipments are the complete responsibility of the Buyer. The Buyer agrees to pay for the complete shipment cost if Madden Fabrication elects to cause the goods to be returned to Madden Fabrication or delivered to another Buyer.
- 7. Cancellation.** Mutual acceptance of the purchase order indicates notice to Madden Fabrication to proceed with the provisions of design service required in completing its fabrication of Portland Loo per this purchase order agreement. Should Buyer cancel its purchase order prior to granting Notice to Proceed in production of the Portland Loo, Buyer shall pay the design fee stated in the purchase order as compensation for design services rendered. Madden Fabrication requires the Buyer to indicate approval of its supply offering by executing the signature page of the Purchase order agreement document and Notice to Proceed. Upon granting Madden Fabrication approval of this purchase order agreement and Notice to Proceed, Buyer accepts responsibility for all costs incurred by Madden Fabrication in producing the Portland Loo for Buyer.

8. Special Orders. All products sold by Madden Fabrication are custom to each particular job. Payments toward any product, once made are non-refundable.

9. Contract Documents. Together with the Purchase Order, the following constitute the “Contract Documents” and the entire contract between the parties, either written or oral: (i) Approved “final” Madden Fabrication purchase order agreement and (ii) Change Order form (if applicable).

10. Attorney Fees. If Buyer fails to pay any amount when due, and Madden Fabrication incurs any expenses in pursuant of collection, Buyer agrees to pay the reasonable attorney fees (whether or not litigation is commenced) and other costs of such collection.

- a. In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues related to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs disbursements, and other expense incurred by the prevailing party in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursement, and other expenses that will be reasonably incurred in collecting monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding
- b. This agreement shall be interpreted and enforced according to the laws of the State of Oregon. The parties irrevocably submit and consent to the jurisdiction of the Multnomah County circuit courts of the State of Oregon and the Oregon Federal District Court, with respect to litigation regarding any dispute, claim or other matter related to this contract.

11. Intellectual Property. Madden Fabrication makes and sells the Portland Loo under license from the City of Portland, Oregon. Aside from implied licenses sufficient to install and maintain the Portland Loo purchased by the Buyer under this Agreement, the Buyer’s purchase of the Portland Loo shall not transfer any intellectual property rights pertaining to the Portland Loo, including but not limited to patent, trademark, and copyright rights in the design of the Portland Loo or in the name PORTLAND LOO. All such intellectual property rights shall remain owned by the City of Portland, subject to any licenses or assignments granted or executed by the City of Portland. The Buyer shall have no right to make copies of the Portland Loo, or to sublicense or otherwise commercially use any intellectual property associated with the Portland Loo.

12. Controlling Provisions. The terms and conditions of this Purchase Order shall supersede and control any provisions, terms and conditions contained on any confirmation order, Purchase Order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions thereof.

13. Binding Effect. This Purchase Order agreement shall be effective and in force only when signed by Buyer and Madden Fabrication. Madden Fabrication must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representative, successors, and assigns of the parties.

14. Notice. All notices required by this Purchase Order shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; three days after deposit in United States Mail, postage prepaid, registered or certified mail; or on the date transmitted and received by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

15. Modification. No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

16. Interpretation. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation of the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.

17. Severability. The invalidity of any terms or provisions of the agreement shall not affect the validity of any other provisions.

18. Waiver. Waiver of any party of strict performance of any provisions of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or any other provision.

19. Counterparts. This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

X _____

Buyer's Authorized Representative

X ____/ ____ / ____

Date

X _____

Portland Loo Representative

X ____/ ____ / ____

Date