



PRICE QUOTATION

M-B Companies, Inc.

M-B Companies, Inc.

79 Montgomery Street
Montgomery, Pa. 17752
Phone (570) 547-1621
Fax (570) 547-1629

QUOTATION NO. 5697/3

Please refer to this number when submitting an order

To: City of Jonesboro
P.O. Box 1845
1624 Strawfloor Drive
Jonesboro, AR 72403

Date: June 15, 2005

F.O.B. Destination

Attn: Teddy Hooton, Civil Engineer/Randy Holland, Street Supervisor

We appreciate the opportunity to submit the following quotation:

SCOPE OF WORK REFURBISH 1992 M-B MODEL 245 ROAD STRIPING UNIT

REMOVE/REPLACE:

- (2) 60 Gallon ASME Stainless Steel Paint Tanks including air motor driven agitators
- (1) 20 Gallon ASME Stainless Steel Cleaner Tank
- Hard Paint Plumbing 1½" Stainless Steel Piping
- Hard Cleaner Plumbing Stainless Steel Piping
- Paint hoses - ¾" Teflon Lines with Stainless Steel Fittings
- All Gun Solenoids
- (4) Kamber 38-10 Paint Guns - (3) Centerline, (1) Edgeline
- (4) Kamber 90HO Glass Guns - (3) Centerline, (1) Edgeline
- Install (1) Wilden T-4 Paint Fill Pump
- Provide (2) Days Technical Training at Customer Location
- Pickup and Delivery of Unit To/From Montgomery, PA

PRICE FOR ABOVE SCOPE OF WORK:

\$39,121.00

- NOTE:
1. Customer is responsible for removing paint tanks and for draining/flushing of all materials from the system prior to delivery. If M-B is required to clean the unit, the customer will be charged separately for cleaning at a rate of \$85.00 per hour. All residual material removed from the unit will be returned to the customer in drums. A charge of \$400.00 per drum will be billed if customer requires M-B to dispose of this material.
 2. Any additional repairs or materials will be communicated to the customer for prior approval before such service or replacement will be made.

CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE SALES TAXES

PAYMENT TERMS: Net 30 Days

This quotation is valid through 60 Days
Delivery: Pick Up Unit Mid-July 2005
Return by End of August 2005

Unless otherwise stated, prices quoted are for the above listed quantities shipped at one time. Prices may change if quantities differ from those shown above.

M-B Companies, Inc.

By:

Tom Schuur, Territory Sales Manager

Customer Acceptance of Order	
Signature	Date

THIS QUOTATION IS NOT AN OFFER AND IS NOT LEGALLY BINDING ON M-B. ALL SALES BY M-B SHALL BE SUBJECT EXCLUSIVELY TO M-B'S TERMS AND CONDITIONS OF SALES SET FORTH ON THE BACK HEREOF.

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Any sale arising out of this Quotation shall be governed exclusively by these Terms and Conditions of Sale except as expressly modified or supplemented in a writing signed by Seller. Seller shall in no event be deemed to have accepted any different or additional terms, whether included in Buyer's purchase order or other communication from Buyer.

TERMS AND CONDITIONS OF SALE

1. PRICE. The price quoted on the front hereof is subject to change at any time prior to delivery. If any quoted price is subsequently increased and unsatisfactory to Buyer, Buyer may cancel its order on the terms set forth in Paragraph 6. Unless otherwise indicated, the quoted price does not include the costs of freight, applicable sale, excise, use or similar taxes, insurance, installation costs or special packaging. Buyer shall either pay or reimburse Seller for all such costs.

2. TERMS OF PAYMENT. Unless otherwise required by Seller as hereafter provided, all payments are due 30 days from date of invoice. However, if shipment is delayed by Buyer, payment shall nevertheless become due on the date Seller would have made shipment but for the delay. If Seller at any time determines in its sole judgment that the financial condition of Buyer does not justify the extension or continuance of credit, Seller may insist on the immediate payment of all outstanding invoices, withhold further production or shipment until payment in full has been received, require advance payments, and/or ship orders C.O.D. Interest shall be charged on all payments not made when due at a rate of one and one half percent per month, but not in excess of applicable legal maximums. All payments are to be made in United States funds, unless otherwise stipulated.

3. SHIPMENT. Unless otherwise indicated, all goods shall be shipped F.O.B. Seller's factory. Except as provided with respect to deferred deliveries, the risk of loss of such goods shall pass to Buyer upon delivery to the shipper. Unless Buyer gives specific instruction relating to shipment, arrangements therefor shall be at Seller's option. Seller shall not be obliged to notify Buyer of shipment dates. In all events Buyer shall pay or reimburse Seller for extra freight charges and incidental costs incurred for goods shipped at Buyer's request by means other than Seller's customary shipping methods.

4. DELAYS. Delivery dates shall be regarded as approximate. Seller shall be excused from the obligation to make timely deliveries where delay in delivery is caused directly or indirectly by an act of God, accident, labor trouble, act of government, act of Buyer, delay or default by subcontractor or supplier or any other cause beyond Seller's reasonable control. Seller shall not be liable to Buyer for any such delay in delivery and, notwithstanding any such delay, Buyer shall not be excused from its obligation to take and pay for products ordered unless Buyer reasonably notifies Seller of Buyer's cancellation and reimburses Seller as provided in Paragraph 6.

5. DEFERRED DELIVERIES. Upon written request by Buyer given not later than 30 days prior to the scheduled shipping date, Seller will alter, redirect or defer for up to 60 days the delivery of products sold; provided that Buyer pays for such products as required by Paragraph 2 and pays all additional costs (including reasonable storage) incurred by Seller as a result of such deference, alteration or reduction; and provided further that the risk of loss with respect to such product shall pass to Buyer on the date of receipt of such written request by Seller.

6. CANCELLATION. Orders may not be canceled or modified, either in whole or in part, without the Seller's written consent, and then only if Buyer reimburses Seller for all applicable costs incurred by it (including the cost of purchased materials which are not standard stock), and pays Seller an allowance for its profit equal to not less than ten (10) percent of the total amount of the order cancelled.

7. SAFETY STANDARDS. Buyer shall indemnify and hold Seller harmless from any and all liability for personal injury, property damage, monetary loss or other cause arising out of any claim against Seller based, in whole or part, on alleged noncompliance of applicable safety standards in respect of products manufactured or fabricated, in whole or in part, according to designs or specifications furnished by Buyer.

8. LIMITED EXPRESS WARRANTY AND DISCLAIMER OF IMPLIED WARRANTIES. All products and materials delivered by Seller will conform to such of Buyer's written designs and specifications which were accepted in a writing signed by Seller. Seller warrants its products to be of sound workmanship and material. In the event of (i) a patent defect in any product being notified to Seller in writing immediately upon the discovery thereof, but in no event later than seven (7) days of the delivery date of the product concerned, or (ii) a latent defect in any product being notified to Seller in writing immediately upon the discovery thereof, but in no event later than six (6) months of the delivery date of the product concerned, and in each case Seller being satisfied that the defect is the result of unsound workmanship or material, Seller will either reach an agreed settlement in respect of the defect or at its option and at its own cost repair or replace the nonconforming product or refund the purchase price thereof, provided always that Seller shall be liable only in respect of patent defects and latent defects notified within seven (7) days and six (6) months, respectively, of the delivery date of the product concerned. Nonconforming products shall be disposed of by Buyer at the cost and written direction of the Seller. Except as herein above stated, Seller's products are sold AS IS, and no employee, agent, dealer or other person is authorized to give any warranties on behalf of Seller in addition to or different from these herein given or to assume for Seller any other liability in connection with any of its products.

THE FOREGOING WARRANTY IS SELLER'S SOLE WARRANTY AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PURPOSE. The remedy set forth is Buyer's exclusive remedy for any breach of Seller's warranty and for any defect or nonconformity whatsoever in any products or material sold by Seller, whether Buyer's claim is based on contract, warranty, negligence or tort. **SELLER SHALL IN NO EVENT BE LIABLE FOR LOST PROFITS, CLAIMS OF THIRD PARTIES OR FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE BY SELLER.** This warranty shall not apply to (i) products affected by wear and tear, misuse or neglect, (ii) products which, without the prior written consent of Seller, have been altered after title or risk thereto have passed to Buyer, or from which the identification numbers or other marks have been altered or removed, (iii) products or component parts manufactured and separately warranted by a party other than Seller and (iv) tires or glass.

9. TECHNICAL ADVICE. Notwithstanding any past or future practice, dealings or custom of trade, Seller in no way warrants or otherwise guarantees any technical advice, recommendations or opinions furnished to Buyer. Buyer shall evaluate all such advice, recommendations or opinions and may follow such advice, recommendations or opinions only at its sole risk.

10. MERGER AND MODIFICATION. These Terms and Conditions of Sale contain the entire understanding and agreement between Buyer and Seller and supersede any prior written or oral understanding or agreements respecting the subject of these terms and conditions. It is expressly agreed that these Terms and Conditions of Sale shall supersede any prior written forms of Buyer. These terms and conditions may not be altered, modified or waived except by a writing signed by both Buyer and Seller.

11. REPLACEMENT PARTS. Seller shall have no duty to stock or continue the production of any products and may modify or discontinue any product at any time.