



Iron Container, LLC
8505 NW 74th St
Miami, FL 33166-2327
USA

203688

Invoice

#PS-INV018885

05/06/24

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Contract

Bill-To

City Of Clearwater
Mark Beery
1701 North Hercules Ave.
Clearwater, FL 33765
USA

Ship-To

City Of Clearwater
Arnie (727) 224-7386
1701 North Hercules Ave.
Clearwater, FL 33765
USA

Customer C000233
Sales Order SO105829
PO # 901274
Notes

Document Date 05/06/24
Ship Via IRON - TRU
Payment Terms Net 30 days
Due Date 06/05/24

CityofClearwater- FELS- 3YD, 4YD, 6YD, 8YD, 4YD PSD- DARK GREEN- MARCH 2024

No.	Description	Quantity	Unit of Measure	Unit Price Amount (USD)
FEL-2Y-SL-FL	FEL-S2YD Slant 2 Cubic Yard Front End Loader Slant Top - "Ready To Work" Container -10 Gauge Bottom - 12 Gauge sides - Painted - Includes: Lid Rods and Black Lids - Caster Pads	4	Each	510.00 2,040.00
Serial Nos: 006452, 007141, 007144, 006451,				
FEL-4Y-SL-FL	FEL-S4YD Slant 4 Cubic Yard Front End Loader Slant Top - "Ready To Work" Container -10 Gauge Bottom - 12 Gauge sides - Painted - Includes: Lid Rods and Black Lids - Caster Pads		Each	700.00
FEL-8Y-SL-FL	FEL-S8YD Slant 8 Cubic Yard Front End Loader Slant Top - "Ready To Work" Container -10 Gauge Bottom - 12 Gauge sides - Painted - Includes: Lid Rods and Black Lids - Drain Plug -		Each	1,040.00
FEL-4Y-PSD-FL	FEL4YD PSD 4 Cubic Yard Front End Loader with Plastic Side Doors - "Ready To Work" Container -10 Gauge Bottom - 12 Gauge sides -Painted - Includes: Lid Rods and Black Lids - Drain		Each	760.00
FELPT-0017	Caster Swivel 6"		Each	15.00

Subtotal	2,040.00
Sales Tax Amount	0.00
Total (USD)	2,040.00
Exempt Amount	2,040.00
Taxable Amount	0.00

4242083
550411

In the event of a dispute between the parties regarding the terms, payment or enforcement of this contract/invoice, the prevailing party in any such action shall recover its reasonable attorney's fees and costs from the non-prevailing party, which shall include the right to seek attorney's fees for collecting attorney's fees. Invoices may accrue interest at 1% per month over the agreed payment terms.

Remit all payments to Iron Container, LLC at 8505 NW 74th Street, Miami, FL 33166.

Phone: (305) 726-2150 Site: www.ironcontainer.com

STANDARD TERMS AND CONDITIONS OF SALE

1. **TERMS OF PAYMENT.** Unless otherwise agreed in writing by **IRON CONTAINER, LLC...** (hereinafter "Seller"), the terms of payment under this Agreement shall be net 30 days and payment shall be made in United States funds immediately available without discount. Seller shall not be obligated to ship any goods hereunder unless Buyer has paid in full all invoices for material in accordance with the terms of payment. For purposes of payment, each order and shipment shall be considered a separate contract and Buyer shall not be entitled to set off against payments owing, any amounts owing or alleged to be owing from Seller to Buyer for adjustments, set offs or claims hereunder.
2. **PRODUCT HAZARDS.** Buyer acknowledges that the use of certain goods purchased from Seller require that safety standards be followed.
3. **ASSIGNMENT.** This agreement shall be binding upon and inure to the benefit of the parties, their successors or assigns, provided that Buyer may not assign this quotation/invoice without prior written consent of Seller.
4. **DELIVERY.** Customer requested delivery dates are acknowledged but not guaranteed and are subject to Seller's availability of goods and services at the date of this agreement. Seller does not assume responsibility for damages growing out of or owing to any delays which are beyond its direct control including and without limitation, causes due to fire, floods, power shortages, labor trouble, mechanical breakdowns, acts of God, delay of carriers or trucks, total or partial failure for any reason of usual sources of supply or transportation, requirements, acts, regulations or requests of any governmental or subdivision thereof or any similar cause beyond Seller's control. Delivery terms are as stated on the face hereof. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein in writing. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in such delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. Any complete order on which shipment is delayed more than thirty (30) days beyond specified shipping date for Buyer's convenience is subject to additional charges for storage, handling and insurance until delivery has been made.
5. **TITLE AND RISK OF LOSS.** For products sold f.o.b. point of shipment, title to and risk of loss shall pass from Seller to Buyer at Seller's point of shipment as product is delivered to delivery vehicles or carrier. For products sold f.o.b. destination, title to and risk of loss shall pass from Seller to Buyer at the time a carrier notifies Buyer that product has arrived in Buyer's area. Invoices shall be based on Seller's (or carrier's) weights or measurements at the shipping points.
6. **TAXES.** Prices are subject to any sales or manufacturer's tax imposed by federal, state, municipal or other governmental authority upon the sales and/or manufacture of the goods quoted, and the amount of such tax shall be in addition to the purchase price herein stated and shall be paid by the Buyer.
7. **CANCELLATIONS.** When the quotation has been accepted by the Buyer, the order is not subject to cancellation except with Seller's consent and upon terms that will indemnify Seller against all losses or damages. In the event that Buyer cancels an order following acceptance of the quotation, whether acquisition of the goods by Seller has commenced or not, Buyer agrees to pay Seller for any expenditures incurred for labor, handling, overhead or special goods and supplies ordered by Buyer or provided by Seller as necessary for producing Buyer's order, as well as other reasonable costs and expenses incurred in connection with the order.
8. **WARRANTY.** Seller warrants that the goods sold are free from defects in workmanship and materials at the time and point of delivery. For a period of one year from date of delivery, Seller agrees, at its option, to repair or replace defective goods that are delivered to Seller's plant for repairs or to refund the purchase price of same. This shall be Buyer's exclusive remedy for any product received from Seller. Buyer assumes all risk and liability whatsoever resulting from the possession, use or disposition of such goods, whether used singly or in combination with other goods. This express warranty is the exclusive and sole warranty IRON CONTAINER, LLC.. with regard to this product. **SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, CONCERNING THE PRODUCT. THE GIVING OR ALLEGED FAILURE TO GIVE ADVICE OR RECOMMENDATIONS OF ANY CHARACTER BY SELLER SHALL NOT IMPOSE ANY DISABILITY UPON SELLER. ALL TECHNICAL ADVICE, RECOMMENDATIONS, SAMPLES AND SERVICES THAT MAY BE RENDERED OR PROVIDED BY SELLER ARE WITHOUT GUARANTY OR WARRANTY. IRON CONTAINER, LLC SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE MATERIAL OR AS TO QUALITY OR CORRESPONDENCE WITH DESCRIPTION OR SAMPLE. UNDER NO CIRCUMSTANCES WILL IRON CONTAINER, LLC. BECOME LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING INJURY TO PERSONS OR PROPERTY WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM THE USE OF THIS PRODUCT.**
9. **MAXIMUM LIABILITY.** BUYER'S EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM THE SALE OF PRODUCT OR THE RECEIPT OR USE OF A SAMPLE UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ALLEGATIONS OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED, AT SELLER'S OPTION, TO EITHER THE RETURN OF THE PURCHASE PRICE OR THE REPLACEMENT OR REPAIR OF THE PARTICULAR PRODUCT FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES RESULTING FROM THE SALE OF GOODS UNDER THIS AGREEMENT.
10. **CLAIMS.** Buyer shall carefully examine the goods upon receipt and advise the carrier of any damage or shortage prior to acceptance of the product from the carrier, and failure to so advise the carrier shall relieve Seller from any responsibility for such damage or shortage. All claims of Buyer with respect to the quality or quantity of products sold and delivered pursuant to this agreement, shall be deemed waived and forever barred unless Buyer notifies Seller of the nature and details of the claim in writing within thirty (30) days after receipt of the shipment by Buyer. Any such claim which is not asserted as a claim, counterclaim, defense or set-off in a judicial proceeding instituted within one (1) year after Seller's denial thereof shall be forever waived, barred, and released. Buyer assumes all risk and responsibility for handling the product for the results obtained by the use of said Product in combination with other substances, irrespective of the fact such use or any handling of said product in accordance with any description, advice or suggestion of Seller. If any description, advice, or suggestion is given, it is given and accepted at Buyer's risk and Seller shall not be responsible or liable therefore or for the results thereof.
11. **FORCE MAJEURE.** No default shall exist if the performance of Seller's obligations is prevented or delayed by acts of God or government, labor disputes, scarcity or relative unavailability of goods, delay of transportation or by vendors or subcontractors or any other similar cause or causes beyond Seller's reasonable control.
12. **INDEMNIFICATION.** Buyer agrees to indemnify, defend and save harmless Seller from any and all claims, liability or loss, including but not limited to injuries to Buyer's or Seller's employees or to third parties (including death), or for damages to the property of Seller, or to the property of Buyer, or of third parties, caused by, arising directly or indirectly from, or occurring in (a) Buyer's handling of the product, including but not limited to, unloading railroad cars, tank cars, trucks, tank trucks, barges or in handling goods sold and (b) Buyer's use of the product.
13. **MODIFICATION.** No waiver or modification by Seller of any of the terms or conditions hereof shall be effective unless in writing and signed by the Seller.
14. **VENUE AND JURISDICTION.** The parties hereto agree that for all purposes including litigation, venue and jurisdiction to enforce all terms and conditions contained herein shall be in the appropriate county or Circuit Court in and for Miami-Dade County, Florida and Buyer waives any right for venue in jurisdiction to be in any other locale, even for non-convenience.
15. **CONSTRUCTION AND COMPLIANCE WITH LAWS.** This agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Florida.
16. **DEFAULT, ATTORNEY'S FEES, AND INTEREST.** In the event Seller retains an attorney to enforce the terms and conditions of this agreement or any invoice subsequently forwarded to Buyer or to collect sums owed it under this agreement or any invoice subsequently forwarded by Buyer, whether said sums are owed for nonpayment of the goods delivered or for cancellation of any order or other cause of Buyer giving rise to damages, Buyer agrees to pay Seller's reasonable attorney's fees and costs, including costs and attorney's fees incurred on the trial and appellate levels. Sums which are due, but which are not paid in accordance with the terms and conditions of this agreement will accrue interest at the maximum rate allowable by the laws of the State of Florida.
17. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING HEREUNDER, OR BY VIRTUE OF THE WORKING RELATIONSHIP BETWEEN THE PARTIES AND ACKNOWLEDGE THAT THIS KNOWN AND INTENTIONAL WAIVER IS A MATERIAL INDUCEMENT TO EACH PARTY IN ENTERING TO THIS AGREEMENT.



Iron Container, LLC
 8505 NW 74th St
 Miami, FL 33166-2327
 USA

Packing Slip

#IF009048

05/06/24

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Ship-To
 City Of Clearwater
 Arnie (727) 224-7386
 1701 North Hercules Ave.
 Clearwater, FL 33765
 USA

Customer C000233
PO # 901274
Order No. SO105829

Document Date 05/06/24
Ship Via IRON - TRU
Package Tracking No.

Notes

CityofClearwater- FELS- 3YD, 4YD, 6YD, 8YD, 4YD PSD- DARK GREEN- MARCH 2024

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Serial Nos: 006452, 007141, 007144, 006451,			
FEL-4Y-SL-FL	FEL-S4YD Slant 4 Cubic Yard Front End Loader Slant Top - "Ready To Work" Container -10 Gauge Bottom - 12 Gauge sides -Painted - Includes: Lid Rods and Black Lids - Caster Pads and Hardware - Drain Plug - Safety Decals upon request.		Each
FEL-8Y-SL-FL	FEL-S8YD Slant 8 Cubic Yard Front End Loader Slant Top - "Ready To Work" Container -10 Gauge Bottom - 12 Gauge sides -Painted - Includes: Lid Rods and Black Lids - Drain Plug - Safety Decals upon request.		Each
FEL-4Y-PSD-FL	FEL4YD PSD 4 Cubic Yard Front End Loader with Plastic Side Doors - "Ready To Work" Container -10 Gauge Bottom - 12 Gauge sides -Painted - Includes: Lid Rods and Black Lids - Drain Plug - Safety Decals upon request		Each
FELPT-0017	Caster Swivel 6"		Each

Packed inside container SN: 006451

Casters Qty: _____

Lids Qty: 8

Doors Qty: _____

Signature: *Michael Bostrom*

Print Name: Michael Bostrom

Date: 5-6-24

Buyer shall carefully examine the goods upon receipt and advise the seller in writing of any damage or shortage prior to acceptance of the product from the Carrier. Failure to so advise the seller of any issues within 48hrs of receipt may relieve seller and or carrier from any responsibility for such damage or shortage.

Phone: (305) 726-2150 Site: www.ironcontainer.com

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2. **PRODUCT HAZARDS.** Buyer acknowledges that the use of certain goods purchased from Seller require that safety standards be followed.
3. **ASSIGNMENT.** This agreement shall be binding upon and inure to the benefit of the parties, their successors or assigns, provided that Buyer may not assign this quotation/invoice without prior written consent of Seller.
4. **DELIVERY.** Customer requested delivery dates are acknowledged but not guaranteed and are subject to Seller's availability of goods and services at the date of this agreement. Seller does not assume responsibility for damages growing out of or owing to any delays which are beyond its direct control including and without limitation, causes due to fire, floods, power shortages, labor trouble, mechanical breakdowns, acts of God, delay of carriers or trucks, total or partial failure for any reason of usual sources of supply or transportation, requirements, acts, regulations or requests of any governmental or subdivision thereof or any similar cause beyond Seller's control. Delivery terms are as stated on the face hereof. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein in writing. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in such delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. Any complete order on which shipment is delayed more than thirty (30) days beyond specified shipping date for Buyer's convenience is subject to additional charges for storage, handling and insurance until delivery has been made.
5. **TITLE AND RISK OF LOSS.** For products sold f.o.b. point of shipment, title to and risk of loss shall pass from Seller to Buyer at Seller's point of shipment as product is delivered to delivery vehicles or carrier. For products sold f.o.b. destination, title to and risk of loss shall pass from Seller to Buyer at the time a carrier notifies Buyer that product has arrived in Buyer's area. Invoices shall be based on Seller's (or carrier's) weights or measurements at the shipping points.
6. **TAXES.** Prices are subject to any sales or manufacturer's tax imposed by federal, state, municipal or other governmental authority upon the sales and/or manufacture of the goods quoted, and the amount of such tax shall be in addition to the purchase price herein stated and shall be paid by the Buyer.
7. **CANCELLATIONS.** When the quotation has been accepted by the Buyer, the order is not subject to cancellation except with Seller's consent and upon terms that will indemnify Seller against all losses or damages. In the event that Buyer cancels an order following acceptance of the quotation, whether acquisition of the goods by Seller has commenced or not, Buyer agrees to pay Seller for any expenditures incurred for labor, handling, overhead or special goods and supplies ordered by Buyer or provided by Seller as necessary for producing Buyer's order, as well as other reasonable costs and expenses incurred in connection with the order.
8. **WARRANTY.** Seller warrants that the goods sold are free from defects in workmanship and materials at the time and point of delivery. For a period of one year from date of delivery, Seller agrees, at its option, to repair or replace defective goods that are delivered to Seller's plant for repairs or to refund the purchase price of same. This shall be Buyer's exclusive remedy for any product received from Seller. Buyer assumes all risk and liability whatsoever resulting from the possession, use or disposition of such goods, whether used singly or in combination with other goods. This express warranty is the exclusive and sole warranty IRON CONTAINER, LLC.. with regard to this product. **SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, CONCERNING THE PRODUCT. THE GIVING OR ALLEGED FAILURE TO GIVE ADVICE OR RECOMMENDATIONS OF ANY CHARACTER BY SELLER SHALL NOT IMPOSE ANY DISABILITY UPON SELLER. ALL TECHNICAL ADVICE, RECOMMENDATIONS, SAMPLES AND SERVICES THAT MAY BE RENDERED OR PROVIDED BY SELLER ARE WITHOUT GUARANTY OR WARRANTY. IRON CONTAINER, LLC SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE MATERIAL OR AS TO QUALITY OR CORRESPONDENCE WITH DESCRIPTION OR SAMPLE. UNDER NO CIRCUMSTANCES WILL IRON CONTAINER, LLC. BECOME LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING INJURY TO PERSONS OR PROPERTY WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM THE USE OF THIS PRODUCT.**
9. **MAXIMUM LIABILITY.** BUYER'S EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM THE SALE OF PRODUCT OR THE RECEIPT OR USE OF A SAMPLE UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ALLEGATIONS OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED, AT SELLER'S OPTION, TO EITHER THE RETURN OF THE PURCHASE PRICE OR THE REPLACEMENT OR REPAIR OF THE PARTICULAR PRODUCT FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES RESULTING FROM THE SALE OF GOODS UNDER THIS AGREEMENT.
10. **CLAIMS.** Buyer shall carefully examine the goods upon receipt and advise the carrier of any damage or shortage prior to acceptance of the product from the carrier, and failure to so advise the carrier shall relieve Seller from any responsibility for such damage or shortage. All claims of Buyer with respect to the quality or quantity of products sold and delivered pursuant to this agreement, shall be deemed waived and forever barred unless Buyer notifies Seller of the nature and details of the claim in writing within thirty (30) days after receipt of the shipment by Buyer. Any such claim which is not asserted as a claim, counterclaim, defense or set-off in a judicial proceeding instituted within one (1) year after Seller's denial thereof shall be forever waived, barred, and released. Buyer assumes all risk and responsibility for handling the product for the results obtained by the use of said Product in combination with other substances, irrespective of the fact such use or any handling of said product in accordance with any description, advice or suggestion of Seller. If any description, advice, or suggestion is given, it is given and accepted at Buyer's risk and Seller shall not be responsible or liable therefore or for the results thereof.
11. **FORCE MAJEURE.** No default shall exist if the performance of Seller's obligations is prevented or delayed by acts of God or government, labor disputes, scarcity or relative unavailability of goods, delay of transportation or by vendors or subcontractors or any other similar cause or causes beyond Seller's reasonable control.
12. **INDEMNIFICATION.** Buyer agrees to indemnify, defend and save harmless Seller from any and all claims, liability or loss, including but not limited to injuries to Buyer's or Seller's employees or to third parties (including death), or for damages to the property of Seller, or to the property of Buyer, or of third parties, caused by, arising directly or indirectly from, or occurring in (a) Buyer's handling of the product, including but not limited to, unloading railroad cars, tank cars, trucks, tank trucks, barges or in handling goods sold and (b) Buyer's use of the product.
13. **MODIFICATION.** No waiver or modification by Seller of any of the terms or conditions hereof shall be effective unless in writing and signed by the Seller.
14. **VENUE AND JURISDICTION.** The parties hereto agree that for all purposes including litigation, venue and jurisdiction to enforce all terms and conditions contained herein shall be in the appropriate county or Circuit Court in and for Miami-Dade County, Florida and Buyer waives any right for venue in jurisdiction to be in any other locale, even for non-convenience.
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17. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING HEREUNDER, OR BY VIRTUE OF THE WORKING RELATIONSHIP BETWEEN THE PARTIES AND ACKNOWLEDGE THAT THIS KNOWIN AND INTENTIONAL WAIVER IS A MATERIAL INDUCEMENT TO EACH PARTY IN ENTERING TO THIS AGREEMENT.