



# turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082  
Main Office: (860) 763-3581 • FAX: (860) 763-5550

# QUOTE

Prepared For: Rachael McGrath  
**BETHEL PARK & REC DEPT**  
TOWN OF BETHEL, PO BOX 274 BETHEL,  
Connecticut 6801 United States

Ship To: Bethel Park and Rec GM-4100  
Quote Number: Mower  
Quoted Date: Q173156  
Prepared By: **12/05/2024**  
Mark Osborn  
mosborn@turfproductscorp.com

Qty	Model #	Description	MSRP	% Disc	Award	Extended
1	30608	Groundsmaster 4100-D (T4)	\$118,707.00	22 %	\$92,591.46	\$92,591.46
1	31526	4WD Flow Divider Kit	\$1,720.00	22 %	\$1,341.60	\$1,341.60

Toro Total:	<b>\$93,933.06</b>
Non – Toro Total:	\$0.00
Set Up 3%:	\$2,817.99
Freight 3%:	\$2,817.99
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
<b>Total Price:</b>	<b>\$99,569.04</b>

## Toro Sourcewell Contract #031121-TTC

Pricing is valid for 30 days.



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## COMMERCIAL SALES AGREEMENT

Contact Name: \_\_\_\_\_

Quote Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

Quoted Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Phone number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Salesman Number: \_\_\_\_\_

Shipping address: \_\_\_\_\_

Buyer's PO No: \_\_\_\_\_

Agreement Signing Date: \_\_\_\_\_

Requested Delivery Date: \_\_\_\_\_

Financing / Leasing  
Terms: \_\_\_\_\_

Setup Instructions: \_\_\_\_\_

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Pricing is valid for 30 days.

**BY SIGNING BELOW, THE BUYER AGREES TO PURCHASE THE PRODUCTS AS DESCRIBED IN THE ACCOMPANYING QUOTES AND ACKNOWLEDGES HAVING RECEIVED AND READ A COPY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY THOSE TERMS AND CONDITIONS.**

Buyer's Signature \_\_\_\_\_  
*Duly Authorized*

Salesperson's Signature: \_\_\_\_\_  
*Duly Authorized*

Buyer's Printed Name \_\_\_\_\_  
*Duly Authorized*

Salesperson's Printed Name \_\_\_\_\_  
*Duly Authorized*



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## COMMERCIAL SALES AGREEMENT

### TERMS AND CONDITIONS

**1. ACCEPTANCE OF ORDER.** TURF PRODUCTS, LLC ("Seller") shall accept this sales agreement (the "Order") for certain goods described in name and quantity on Quote attached hereto (the "Goods"). Each of Seller and Buyer may be referred to herein as a "Party" and collectively as the "Parties". By Buyer and Seller's written acceptance of this Order, Buyer and Seller agrees to all the terms and conditions of this Order.

**2. PRICING.** Prices, terms, and conditions are subject to change by Seller without notice. Seller reserves the right to add applicable taxes to the pricing.

**3. CHANGES AND CANCELLATIONS.** Changes proposed by Buyer with respect to this Agreement shall be made by submittal by Buyer to Seller of a written request at least fifteen (15) days prior to shipment of Goods pursuant to this Agreement, approval shall be solely at Seller's discretion. In the event that Seller approves any change(s) proposed by Buyer with respect to this Agreement, Seller shall provide a new estimated delivery within a reasonable time. The terms and conditions of this Agreement shall remain in effect in their entirety in the event that Seller fails to approve any changes proposed by Buyer.

**4. DELIVERY.** Goods shall be sold F.O.B. Delivery Destination as set forth above on the Delivery Date. Seller shall pack all Goods in accordance with customs and practices prevailing in the industry. Risk of loss shall pass to Buyer upon delivery of the Goods at the Delivery Destination if accepted and signed for by the Buyer. Seller shall not be liable for any losses to Buyer arising from any delivery of the Order that is nonconforming or rejected, unless said nonconformance or rejection is a result of Seller's gross negligence or fault. Notification of any such nonconformance or rejection must be provided to Seller within three (3) business days of Buyer's receipt of the Order. Seller shall retain a right to cure within ten (10) business days of receipt of Seller's notice of nonconformance or rejection of the Order or any part thereof without being deemed in breach of the Order or any part or provision thereof. Seller shall, in the event of a delay or threat of delay due to any cause, promptly notify Buyer in writing of the delay. Seller shall not be liable for any damages resulting from failure to make delivery or performance within the time called for by this Order or by any written instructions of the Buyer.

**5. RETURNED GOODS AND ERRORS.** Goods may not be returned without a Returned Goods Authorization issued by the Seller and any returned Goods are subject to restocking charge. Certain Goods may not be returned including Goods which are found to be defective and or not conforming with the terms of this Agreement. All returns must be in new and clean condition. Goods delivered more than ninety (60) days prior to their attempted return will not be accepted by Seller unless Buyer has obtained prior written approval from the Seller. If permission to return the Goods (or any portion thereof) is granted, any amount of Seller's merchandise credit given to Buyer will be based on the circumstances involved and determined solely at the Seller's discretion. Buyer is responsible for any delivery or shipping charges incurred to return Goods to Seller. Seller shall cure any errors in the shipment of the Goods that are not in conformance with this Agreement and those goods that are defective and under warranty. All claims for shortages in this Agreement must be made within ten (10) calendar days from the shipment date.

**6. FINANCE CHARGE.** Buyer agrees that each invoice pursuant to this Agreement will be subject to a finance charge of one and a half percent (1.5%) per month or part thereof (equaling an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by law, whichever is higher) if not paid in full after thirty (30) days of the date of the invoice, unless other terms have been agreed upon (ex" leasing). Buyer shall reimburse Seller for any and all costs and expenses (including attorney's fees to the maximum extent permitted by law) incurred by Seller arising from or related to the collection of any Obligation (as defined in Paragraph 7) and/or the enforcement of Seller's rights with regards to any Collateral (as defined in Paragraph 7).

**7. SECURITY INTEREST.** To secure the payment and performance of each and every debt, liability of every type and description which the Buyer may now or hereafter owe to the Seller (each an "Obligation"), Buyer grants to Seller a security interest in the Goods, and all other goods (as defined in Article 9 of the Uniform Commercial Code, as adopted by the State of Connecticut (the "UCC")) from time-to-time sold by Seller to Buyer, and all products and proceeds of the foregoing property, including, without limitation, all accounts, insurance proceeds and all other rights to payment (the "Collateral"). Buyer authorizes the Seller to prepare and file financing statements covering all or any portion of the above collateral with any filing office selected by Seller. Upon any default of Buyer in respect of Obligation, Seller shall have all rights of a secured creditor under the UCC and under any other applicable law.

**8. TERMINATION.** This Agreement may not be terminated unless agreed to in writing by Seller and Buyer.

**9. REPRESENTATIONS AND WARRANTIES.** SELLER PROVIDES THE GOODS, INCLUDING BUT NOT LIMITED TO ANY SPARE PART(S), MANUAL(S) AND/OR INSTRUCTIONAL MATERIAL(S) PURSUANT TO THIS ORDER "AS IS." ANY WARRANTY OR WARRANTIES PROVIDED BY THE MANUFACTURER(S) OF THE GOODS (collectively, the "Manufacturers") IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Seller shall bear no responsibility for contents or errors in any manuals, instructions or other information supplied to the Seller by the Manufacturers and provided to Buyer by Seller with the Goods.

**10. NOTICE.** Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received if sent by a recognized overnight carrier to each Party's address as stated on this Order, when delivered by hand, or when transmitted by facsimile transmission if the transmittal report document indicates that the facsimile was sent successfully.

**11. REMEDIES.** Remedies set forth are exclusive. Neither Party shall be liable for consequential, punitive or exemplary damages, or loss profits or revenue.

**12. DISPUTE RESOLUTION AND GOVERNING LAW.** The terms of this Order shall be governed by the laws of the State of Connecticut, to the exclusion of its choice of law rules. Seller and Buyer submit to the non-exclusive jurisdiction of any state or federal court located in the State of Connecticut. To the extent permitted by applicable law, any and all actions brought by Buyer against Seller pursuant to the terms of this Agreement shall be commenced within one (1) year of written notice by Buyer to Seller of the dispute(s) that is/are the subject of the action, said written notice to be provided by Buyer to Seller within one hundred eighty (180) days of the shipment date specified herein. THE PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL.

**13. SEVERABILITY.** In the event provision or clause of the Order conflicts with governing laws or if a court of competent jurisdiction holds invalid provision or clause of this Agreement, such provision or clause shall be deemed to be modified to reflect as nearly as possible the Parties' intent. The remainder of this Agreement shall remain in full force and effect so long as the terms of the remainder do not render the Agreement manifestly unjust to either Party.



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## COMMERCIAL SALES AGREEMENT

**14. SURVIVAL.** The provisions of the Agreement, which by their very nature would continue beyond the termination, cancellation, or expiration of the Order shall continue as valid and enforceable rights and obligations of the Parties and survive termination, cancellation, or expiration of the Order.

**15. FORCE MAJEURE.** Neither Party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, including not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, acts of terrorism, fire, flood, other natural disaster, or any and all delays or failures by the Manufacturers or any of Seller's other vendors, provided that said Party has taken reasonable measures to notify the other in writing of the delay.

**16. ENTIRE AGREEMENT.** This Order and Quote hereto together constitutes the entire agreement between Buyer and Seller, and supersedes all, whether written or oral, communications, representations, negotiations, or agreements pertaining to the Goods. This Agreement may only be amended by a writing signed by both Parties. In the event that any terms of the Agreement conflict with those of any other document, this Agreement's terms shall control.

**17. WAIVER.** The waiver by Buyer or Seller of any notice requirement or any breach of any requirement or obligation under this Agreement shall not be deemed to be a waiver of any subsequent breach of the same requirement or obligation, or a waiver of any other requirement or obligation stated herein.