



Sales Order

03/13/2025

To:
Taher-Turtle Lake Schools
Melanie Davis
205 Oak St North
Turtle Lake, WI 54889
715-986-4470 2115 (Contact)

Project:
Taher-Turtle Lake Schools
Attn: Melanie
205 Oak St North
Turtle Lake, WI 54889

From:
Horizon Equipment
Todd Sherner
1960 Seneca Road
Eagan, MN 55122
(651) 452-9118
6514529118 (Contact)

Job Reference Number: 25867

Horizon Equipment Sales Order Terms
Net 30 with approved credit terms and/or approved PO.

Item	Qty	Description	Sell	Sell Total
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1	1 ea	HOT FOOD SERVING COUNTER / TABLE Atlas Metal Model No. HOT FOOD SERVING COUNTER / TABLE ITEM 1 - HOT FOOD SERVING COUNTER / TABLE (1 REQ'D) Atlas Metal Model BLH-4-OT Dimensions: 35(h) x 63.75(w) x 30.5(d) Hot Food Serving Counter, electric, (4) 12" x 20" hot food wells, 63-3/4"L x 34"H x 30-1/2"W, mobile modular, open base, stainless steel 1" offset top, extruded aluminum frame, laminate front & end panels, 4" swivel casters, (2) with brakes / TO INCLUDE BSI ZG9915 (12" FRONT & 14" TOP GLASS), LED LIGHT & LABOR 1 ea 208v/60/1-ph, 3.4 kW, 850 watt elements, 16.4 amps, NEMA L6-30P, standard 1 ea NOTE: Drains are optional 1 ea Model AMC-4 Apron Mounted Controls, for 63-3/4"L units 1 ea Model DMV-4 Individual Drain with Valve, for each well with manifold to single valve, for drop-in units - REVERSE DRAIN FOR EASY ACCESS 1 ea Model PCS Power cord, special, 7 to 10 ft. long 1 ea Model CW Cord wrap, Z-bar 1 ea Model USB-4 Bottom Shelf, stainless steel, (BL-units) SERVING COUNTER, PARTS & ACCESSORIES Atlas Metal Model No. LAMINATE STANDARD LAMINATE PRICING IS INCLUDED. SPECIAL LAMINATE PRICING IS NOT AND WILL BE DETERMINED UPON RECEIPT OF THE INFORMATION.	\$13,457.00	\$13,457.00
			ITEM TOTAL:	\$13,457.00

Item	Qty	Description	Sell	Sell Total
2	1 ea	SERVING COUNTER, COLD FOOD Atlas Metal Model No. SERVING COUNTER, COLD FOOD ITEM 2 - SERVING COUNTER, COLD FOOD (1 REQ'D) Atlas Metal Model BLC-4-RM Dimensions: 35(h) x 63.75(w) x 30.5(d) Cold Food Serving Counter, refrigeration cold pan with 3" recessed top, 4-pan size, self-contained refrigeration system 63-3/4"L x 34"H x 30-1/2"W, mobile modular, open rear, stainless steel top, exterior aluminum frame, laminated front/end panels, 53-1/8" x 19-7/8" x 9" cold pan, 4" swivel casters, (2) with brakes, NSF 7 / TO INCLUDE BSI ZG9915 (12" FRONT & 14" TOP GLASS), LED LIGHT & LABOR 1 ea 5-year compressor warranty (net) 1 ea 120v/60/1-ph, 1/3 HP, 7.8 amps, NEMA 5-15P, standard 1 ea NOTE: Unit furnished with stainless steel adapter bars 1 ea Model REM-COMP Remote compressor on base of unit with louvered stainless steel compartment, remote on/off switch in apron 1 ea Model PCS Power cord, special, 7 to 10 ft. long 1 ea Model CW Cord wrap, Z-bar 1 ea Model USB-4 Bottom Shelf, stainless steel, (BL-units) SERVING COUNTER, PARTS & ACCESSORIES Atlas Metal Model No. LAMINATE STANDARD LAMINATE PRICING IS INCLUDED. SPECIAL LAMINATE PRICING IS NOT AND WILL BE DETERMINED UPON RECEIPT OF THE INFORMATION.	\$14,770.00	\$14,770.00
ITEM TOTAL:				\$14,770.00

Item	Qty	Description	Sell	Sell Total
3	1 ea	BSI MODEL ZG9500 BSI Model No. BSI MODEL ZG9500 TEM 3 - LAYOUT: STRAIGHT (48"+48") -- INCLUDES (1 REQ'D) BSI Model ZG9500 1) ZG9500; (1) ZG9500; (1) ZG9500 Adjustable End Post Brushed Aluminum; (1) ZG9500 Adjustable End Post Brushed Aluminum; (1) ZG9500 Adjustable Center Post Brushed Aluminum; (1) End Panel - Guard Glass w/holes 1/4" tempered glass (Standard) (Right); (1) End Panel - Guard Glass w/holes 1/4" tempered glass (Standard) (Left); 3/8" tempered glass front panels, DOES NOT INCLUDE TOP SHELVES; Mounting Method SS1- EZ Mount for above counter mounting on stainless steel counter tops; Does Not Include: Heat or Light; Estimated Shipping Weight: 114 BQ00790607--Vendor Quote Number	\$2,323.00	\$2,323.00
			ITEM TOTAL:	\$2,323.00
4	1 ea	INSTALLATION Commercial Kitchen Services Model No. INSTALLATION ITEM 4 - INSTALLATION (1 REQ'D) COMMERCIAL KITCHEN SERVICES St. Paul MN Model INSTALL CKS to receive, deliver, uncrate and set in place the new serving carts and mount BSI glass to existing cold pan. Remove and dispose of the existing SS.	\$3,100.00	\$3,100.00
			ITEM TOTAL:	\$3,100.00
5	1 ea	FREIGHT INTO CKS Atlas Metal Model No. FREIGHT INTO CKS FREIGHT INTO CKS	\$920.00	\$920.00
			ITEM TOTAL:	\$920.00
Total				\$34,570.00

Prices Good Until: 04/12/2025

GENERAL TERMS & CONDITION

1. **General.** The sale by SELLER (as defined on the front of this document) of any products or services to Purchaser shall be subject to the following terms and conditions, and the terms and conditions stated on the face page of the Seller's Conditional Sales Contract to which these terms and conditions are attached or on any Seller invoice accompanying the products or services sold by Seller (the "Terms and Conditions"). THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PURCHASER AND SELLER WITH RESPECT TO THE GOODS AND SERVICES FURNISHED BY SELLER. NO REPRESENTATION, PROMISE, OR CONDITION NOT SET FORTH HEREIN HAS BEEN RELIED UPON BY PURCHASER OR SHALL BE BINDING ON EITHER PARTY HERETO.

2. **Other Documents.** These Terms and Conditions are in lieu of and replace any and all terms and conditions set forth in any documents issued by Purchaser. AND ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY PURCHASER AT ANY TIME ARE HEREBY OBJECTED TO AND REJECTED BY SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON SELLER. No waiver or amendment to these Terms and Conditions shall be binding on Seller unless made in a writing expressly stating that it is such a waiver or amendment and signed by Seller.

3. **Contract of Sale.** Any quotation given by Seller to Purchaser will be valid for the period stated on the Quotation, and if no period is stated, the Quotation is valid for 30 days from the date of the Quotation. All offers to purchase, and orders of Purchaser are subject to final acceptance by and are not binding upon Seller until accepted by an authorized officer of Seller at its offices in Eagan, MN. Orders accepted by Seller are not subject to cancellation by Purchaser without the written consent of Seller.

4. **Payment Terms.** Terms of payment are within Seller's sole discretion and, unless credit terms are otherwise agreed to by Seller, payment must be received by Seller prior to delivery of products or upon performance of services by Seller. Unless otherwise stated, all prices will be stated, and all payments must be made in U.S. Dollars. If credit terms have been agreed to by Seller, invoices are due and payable within thirty (30) days after the date of the invoice unless otherwise noted on the face page of the Purchase Order or Quotation or on Seller's invoice. Seller may invoice parts of an order separately. Purchaser agrees to pay interest on all past due sums at the lesser of 1.5% per month or the highest rate allowed by law, and to pay all costs of collection, including costs of litigation and reasonable attorney's fees incurred by Seller.

5. **Security Interest.** If goods or products are sold to Purchaser on credit, Purchaser hereby grants Seller a purchase money security interest in such goods and products, and in all attachments, accessories, improvements, replacements and proceeds, including insurance proceeds, resulting from any sale, assignment or other conveyance, or damage or destruction thereof (collectively, the "Collateral"), as security for the payment of all indebtedness of Purchaser to Seller. Purchaser further authorizes Seller to file one or more financing statements with such governmental offices as Seller deems appropriate naming Purchaser as Debtor and Seller as Secured Party describing the Collateral, or to note the security interest on any certificate of title evidencing ownership of the products. Seller shall have all the rights and remedies of a secured party under the Minnesota Uniform Commercial Code which rights and remedies, to the extent permitted by law, shall be cumulative.

6. **Delivery Schedules.** Stated Seller delivery schedules or dates are estimates only and not a commitment as to delivery on specific dates.

7. **Shipping and Delivery.** All shipments are made FOB Seller's shipping point, unless otherwise noted. If the contract requires delivery of the goods to the purchase, delivery shall take place when physical possession of the Goods is given to the Purchaser or to a carrier for shipment to the Purchaser whichever comes first. Purchaser authorizes Seller to deliver the Goods in installments as they become available for delivery. Unless otherwise noted, sales prices do not include freight, shipping or handling charges. Separate charges for freight, shipping and handling will be shown on Seller's invoice(s). The Purchaser must make all claims for breakage, loss, delay and damage to the carrier. In the absence of directions, goods will be shipped by the method and via a carrier that the Seller believes dependable.

8. **Title and Risk of Loss.** Title and risk of loss and responsibility for the products shall pass to Purchaser upon delivery as provided in Section 6 above.

9. **Taxes.** Unless otherwise indicated, sales prices do not include, and Purchaser is responsible for and agrees to pay (unless Purchaser shall provide Seller at the time an order is submitted with exemption certificate or other documents acceptable to taxing or customer authorities), all sales, use value added, exercise and all other federal, state or local or foreign taxes, import or customs fees and duties

associated with an order, however designated, except for Seller's franchise taxes and taxes on Seller's net income. If applicable, a separate charge for taxes will be shown on Seller's invoice.

10. Maintenance and Repairs. So long as Seller retains a security interest in the Goods, Purchaser agrees to maintain the Goods in good repair and not to permit the same to be removed from its possession or to be attached, levied upon or assessed against, not to permit any lien, encumbrance or adverse claim of any kind to be made against the Goods and to pay all taxes and indebtedness of every kind levied or assessed against the Goods or in connection with this Agreement. If Purchaser fails to maintain the Goods or fails to do any of the other things required of it under this Agreement, then Seller may, at its option, pay or do the same, and any money so paid by Seller shall be added to the amount due Seller and shall be repayable to Seller by Purchaser immediately upon demand by Seller, together with interest as provided in Section 4 above.

11. Returns. No returns will be accepted without the prior approval of the Seller. A Return Authorization Number must be given by Seller prior to Products being shipped, freight prepaid, by Buyer. Any damage in transit to Products being returned is Buyer's responsibility. All accepted returns are subject to a 35% restocking charge. Returns that have been approved by Seller must be received within thirty (30) days after approval. Returns will not be considered after sixty (60) days from date of original notice. Returns must be made in original factory packaging/crate.

12. LIMITED WARRANTY AND DISCLAIMER OF ADDITIONAL WARRANTY. ALL GOODS AND SERVICES ARE SOLD BY SELLER "AS IS" AND SELLER SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR USAGE OF TRADE. This provision does not affect warranties that may be provided by the manufacturer of the Goods. If there is a manufacturer's warranty with respect to Goods acquired by Purchaser from Seller, Seller is not a party to it and such warranty is between the manufacturer and Purchaser.

13. LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES. SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE AND STRICT LIABILITY IN TORT, FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM GOODS BY SELLER, OR THE PURCHASE USE OR PERFORMANCE OF THE GOODS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR SUCH GOODS. IN ADDITION, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR THIRD PARTIES FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OR PROFITS OR REVENUE, LOSS OF USE OF THE GOODS, COST OF CAPITAL OR CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PROPERTY DAMAGES OR PERSONAL INJURY. No Liability whatever shall attach to Seller if Seller has not received complete payment for Goods or services provided by Seller. The failure of any of the Goods purchased by the Purchaser to fulfill any applicable warranty shall not affect the liability of Purchaser to Seller with respect to any such Goods or obligation of Purchaser to Seller. Seller shall make commercially reasonable efforts to assist Purchaser in obtaining proper adjustments under any applicable manufacturer's warranty. The foregoing is intended as a complete allocation of the risk between the parties. Because the bargain struck and the price paid reflect such allocation this limitation upon remedies will not have failed of its essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages.

14. Default. If Purchaser fails to pay when due any amounts owing Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser admits in writing its inability to pay its debts generally as they become due or if Purchaser becomes insolvent, makes an assignment or liquidation proceedings, or actual or constructive rejection by a bankruptcy trustee, or if there shall be instituted by or against Purchaser any proceeding for the appointment of a receiver from any Purchaser's Property, or if Seller reasonably believes that Purchaser is unable to meet its debts as they become due, then Seller may, in addition to all other rights, declare any amounts due Seller to be immediately due and payable. In addition, Seller may, upon notice to Purchaser at any time, terminate all of Seller's obligation under this or any other agreement with Purchaser.

15. Waiver. The failure of Seller to insist upon performance of any provision in this contract shall not be construed as waiving the provision and it shall remain in effect.

16. Notices. All notices required or permitted in this Agreement shall be in writing and sent by certified U.S. mail, postage prepaid, to Seller or Purchaser at the address stated on the face page of this contract or to the address as either party may from time to time advise in writing.

17. Modification. No modification or amendment of this Agreement shall be effective unless written on the Agreement and initialed by Seller's Authorized representative or contained in separate writing signed by Purchaser and Seller's authorized representative. Other statements or actions by sales people or others shall not be valid unless and until so written and accepted as required.

18. **Attorney's Fees.** In any action or suit arising out of this Agreement, the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses.
19. **Force Majeure.** Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or manufacturers or other difficulties which are beyond the control and without the fault or gross negligence of Seller.
20. **Governmental Regulations.** Any order accepted by the Seller is at all times subject to Governmental proclamations, laws and regulations now or hereafter in effect, pertaining to priorities, allocations, prices and other such acts affection this transaction or the production or sales by manufacturers of the products.
21. **Governing Law.** All sales will be governed by the laws of the state of Minnesota, without regard to its conflict of law provisions. Purchaser consents and agrees to submit to the exclusive jurisdiction of the state and federal courts located in Dakota County, the state of Minnesota, concerning this sale, and all claims, questions or controversies arising out of this sale and these Terms and Conditions. Any claim brought against Seller by Purchaser must be brought within one year of the date of delivery as provided in Section 6.
22. **Severability.** These Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.
23. **Check Conversion.** When you provide a check as a payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
24. **Miscellaneous.** These Terms and Conditions, together with terms and conditions set forth on the face page of the conditional sales contract or in the Seller's invoices to Purchaser (a) contain the entire agreement between Seller and Purchaser relating to this sale, and expressly supersede and replace any prior or contemporaneous agreements, whether written or oral, relating to said sale, including any terms and conditions on any of Purchaser's documents or purchase orders, (b) shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties. The paragraph headings contained herein are for the convenience of reference only and shall not be construed so as to affect the interpretation or construction of any substantive provision hereof.
25. **Other Fees, Collection Costs and Attorney Fees.** I agree that I will be liable to for any additional charges reasonably expended by Horizon or its affiliates in perfecting its secured position. In any event, subject to applicable law, I agree to pay 18% on all sums due, all costs of collection, including reasonable attorney fees and legal expenses, if the obligation to Horizon Foodservice Equipment is not paid on time.
26. **Integrated Agreement.** It is intended this is the complete agreement and any modification written agreement signed by both parties.

Revised 02/2020

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$34,570.00