

AMENDED AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – SEPTEMBER 11, 2025
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

INTERIM CITY ADMINISTRATOR/COMMUNITY DEVELOPMENT REPORT. David Bova

STAFF REPORTS.

- AARON SMITH – TOURISM
- KENNY STEIGER – FIRE

PUBLIC COMMENTS. Please identify yourself for the record and please try and keep comments to 5 minutes. (The Board will not interact during public comments and will have staff investigate any city related issues brought forward and contact the individual later with a response.)

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – August 28, 2025
- Minutes – Board of Aldermen – Work Session – August 28, 2025
- Minutes - Board of Aldermen –Closed Session – August 28, 2025
- Approval of a liquor license request for The Old Brick House Restaurant, LLC. 90 S. Third Street, Ste. Genevieve, Missouri.
- Tim Heller with SEMO F100 is requesting a street closure on Progress Parkway on April 24 & April 25, 2026 from 5 to 7 p.m. The closure would be from the entrance to the Sports Complex to the entrance of the Challenger Field.
- Andrea Stolzer with Gym She is requesting a street closure for a 5K Beer Run – Fundraiser on Saturday, September 13, 2025 starting at 9 a.m. for Merchant and Main Street.

- **RESOLUTION NO. 2025 – 44.** A RESOLUTION AUTHORIZING CERTAIN CITY OFFICIALS TO CONDUCT BANKING AND FINANCIAL BUSINESS FOR THE CITY OF STE. GENEVIEVE.
- **RESOLUTION 2025 – 45.** A RESOLUTION AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO SIGN AN AMENDMENT TO THE AGREEMENT WITH CLOVER MODIFYING OUR EXISTING MERCHANT PROCESSING AGREEMENT.
- **RESOLUTION 2025-46.** A RESOLUTION BY THE STE. GENEVIEVE BOARD OF ALDERMEN APPROVING THE PURCHASE OF BULK SALT AT \$97.25 PER TON FOR WINTER STREET DEICING FROM CONSOLIDATED GRAIN AND BARGE COMPANY “CGB”.

PUBLIC HEARING. A public hearing will be held so citizens may comment on the property tax rates proposed to be set by the City of Ste. Genevieve a political subdivision. The tax rates shall be set to produce revenues which the budget for the fiscal year 2026 shows to be required from the property tax.

OLD BUSINESS.

NEW BUSINESS.

RESOLUTION 2025 – 43. A RESOLUTION APPOINTING THERESA BYERS TO THE STE. GENEVIEVE HOUSING AUTHORITY BOARD.

BILL NO. 4684. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE LEVYING A TAX ON THE RESIDENTS OF THE CITY FOR THE YEAR 2025. **1st & 2nd READING**

BILL NO. 4685. AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT WITH ALLIANCE WATER RESOURCES, INC., A MISSOURI CORPORATION TO MODIFY THE INITIAL PROFESSIONAL SERVICE AGREEMENT DATED AUGUST 12, 2010.

1st READING.

BILL NO. 4686. AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2025 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES. **1st READING.**

BILL NO. 4687. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2026 AND APPROVING AN EFFECTIVE DATE. **1st READING.**

BILL NO. 4688. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STE. GENEVIEVE FIRE PROTECTION DISTRICT TO LEASE AND TRANSFER CERTAIN ASSETS OF THE CITY OF STE. GENEVIEVE TO THE FIRE PROTECTION DISTRICT. **1ST READING.**

OTHER BUSINESS.

MAYOR/BOARD OF ALDERMEN COMMUNICATION.

ADJOURNMENT.

Any person requiring special accommodations (i.e. qualified interpreter, large print, hearing assistance) in order to attend the meeting please notify this office at 573-883-5400 no later than forty-eight hours prior to the scheduled commencement of the meeting.

Watch live on SGTv Spectrum Channel 991 or <https://www.youtube.com/@Stegentv>

POSTED BY: Pam Meyer on September 10, 2025



Street Closure Request

Date 9/10/25
Name Andrea Stolzer Organization GymShe
Address 98 Merchant St City Ste Gen State MO Zip 63670
Phone Number and/or email information 573 883 0380
Reason for closure 5K Beer Run - fundraiser for
St Jude children's Research
Street(s) to be closed starting @ Merchant & main going to
airport - ~~the~~ levee to Marina Rd to Gabouri to
3rd St to Market back to Merchant
Date of event for closure Sept 13
Time(s) for closure Race begins @ 9
last person I would guess 10:15

Office Use Only

Council Approval	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Date <input type="text"/>
Police Dept. Approval	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Date <input type="text"/>
Street Dept. Approval	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Date <input type="text"/>

Special Conditions

RESOLUTION 2025 - 45

A RESOLUTION AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO SIGN AN AMENDMENT TO THE AGREEMENT WITH CLOVER MODIFYING OUR EXISTING MERCHANT PROCESSING AGREEMENT.

WHEREAS, the City of Ste. Genevieve provides their customers the convenience of debit/credit card payments; and

WHEREAS, Clover is modifying the existing merchant processing agreement to provide for updated equipment and/or services; and

WHEREAS, the Board of Aldermen believe this to be in the best interest of the City of Ste. Genevieve and hereby authorize City Staff to proceed with the merchant processing agreement attached as Exhibit "A".

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 11th DAY OF SEPTEMBER, 2025.

Approved as to form:

BRIAN KEIM , MAYOR

MARK BISHOP, CITY ATTORNEY

ATTEST:

Reviewed by:

PAM MEYER, CITY CLERK

DAVID BOVA, INTERIM CITY ADMINISTRATOR

Amendment for Additional Pricing, Services, or Equipment

This is an amendment that modifies your existing merchant processing agreement (**Agreement**) to provide for additional equipment or services. Your existing agreement remains in full force and effect and will continue to apply, including as it relates to any additional services described here. You will be charged the fees referenced below or elsewhere in this amendment. Unless explicitly stated, this amendment will not eliminate any of the fees that would otherwise apply.

Please review the Amendment in full and sign where indicated below.

☐ 1. Business Information

Legal Business Name

CITY OF STE GENEVIEVE

Tax Filing Name

CITY OF STE GENEVIEVE

DBA/Outlet Name

CITY OF STE GENEVIEVE

Business Address

165 S 4TH ST

City

SAINTE GENEVIEVE

State

MO

ZIP

63670

Business Phone

5738835400

Business Website URL

HTTPS://WWW.STEGENEVIEVE.GOV/

Merchant Identifier

351208948882

☐ 2. Locations

Location 1

DBA/Outlet Name

CITY OF STE GENEVIEVE

Contact First & Last Name

David Bova

Location Address

Contact Email address

165 S 4TH ST

SSCHWEISS@STEGENEVIEVE.ORG

City

SAINTE GENEVIEVE

State

MO

Page #

Location Zip

63670

Location Phone

5738835400

Processing Rates & Fees

DISCOUNT RATE + TRANSACTION FEE

Financial Data

TOTAL ANNUAL VOLUME

Average Sale Amount

\$70.00

Credit Card

\$350,000.00

Equipment and Service Details

MODEL CODE AND NAME	UNIT PRICE W/O TAX AND S&H	QTY	PURCHASE TYPE	EQUIPMENT TYPE	INDUSTRY TYPE
Clover Mini 3	34.93	1	36 Month Subscription	IBUNDLE	RETAIL

See Equipment Subscription Agreement for the Terms and Conditions governing your Subscribed equipment.

Clover Software Plan

CLOVER SOFTWARE PLAN

Clover software plans are billed separately through the Clover App Market. If you move to a new software plan in the Clover Dashboard, your monthly billing may change. See the Clover Dashboard for any applicable fees.

\$0.00

Small Business Essentials
\$11.95 per month per device.

Page #

Shipping & Handling

\$23.33

Enable EMV

YES

Shipping Address

Address

165 S 4TH ST

City

SAINTE GENEVIEVE

State

MO

Zip

63670

Shipping Method

Ground

☐ 3. Fee Schedule

In addition to the fees described in this Fee Schedule, you must pay us all Card Organization Charges, which include but are not limited to all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion of your agreement, and include but are not limited to interchange; assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks. See the Interchange Qualification Matrix, Card Organization Pass-Through Fee Schedule, and American Express OptBlue Guide, available at www.businesstrack.com.

START-UP FEES

□ 4. Additional Terms

Clover Equipment and Services Addendum

1 What This Addendum Does

1.1 This Clover Equipment and Services Addendum (**Addendum**) adds the Clover point-of-sale equipment and related accessories you rent or purchase (**Clover Equipment**) to your merchant processing agreement (**Agreement**). Bank, however, is not a party to this Addendum. The Clover Equipment is provided to you by **Processor (we or us)**.

1.2 If you access or use Clover's software, services, or applications (including any version of the Clover Go application) (collectively, **Clover Services**), you agree to Clover's terms and conditions of use (found at clover.com/terms) and Clover's Privacy Policy (found at <https://www.clover.com/privacy-policy>) (both as amended and updated from time to time, **Clover Terms**). You may be required to agree to certain updated Clover Terms or additional terms to access or to continue accessing the Clover Services. The Clover Services are provided to you by Clover Network, LLC (together with its affiliates, **Clover**).

1.3 If anything in this Addendum directly conflicts with the Agreement, this Addendum will control with respect to the Equipment and other express content.

2 Equipment

2.1 You agree (1) that you will adhere to and comply with the Clover terms and conditions or other terms and conditions that are applicable to the specific piece of Clover Equipment you purchase, and (2) to use, and continuously upgrade to, the current version of any applicable platform and/or software or services and agree to pay the applicable fees.

2.2 You are responsible for maintaining the confidentiality of the account numbers, passwords, security questions and answers, login details, and other information (together, **Credentials**) needed to access your Clover Equipment. We will rely on your Credentials to authenticate access to your Clover Equipment. You must notify Clover immediately if you become aware of any loss or theft of, or unauthorized access to, your Credentials or Clover Equipment. We may deny any access to your Clover Equipment if any actual or suspected misuse of your Credentials occurs.

2.3 To return rented Clover Equipment, please contact customer service for the appropriate return address. The following information must be included within the shipping box: (1) your name, complete address, and phone number; (2) name of person to contact if there are any questions; (3) your MID; and (4) serial number of the device (found on the underside of the device). Please maintain proof of delivery documents for your records. Rental fees will continue to apply until we receive your returned Clover Equipment.

3 Limited Warranty

3.1 We warrant that the Clover Equipment you purchase will be free from manufacturer-induced defects in materials or workmanship for one year (**Warranty Period**) beginning on the date that we or our designee ships the Clover Equipment to you (the **Limited Warranty**). Unless otherwise indicated, the Limited Warranty does not cover accessories, rented, or leased equipment, or any non-Clover-branded Equipment and we disclaim any representations or warranties for such Equipment.

3.2 The Limited Warranty does not:

- (1) Include a warranty that the Clover Equipment will operate uninterrupted or error free;
- (2) Apply to any Clover Services, or any other software or peripherals used in connection with the Clover Equipment;
- (3) Cover accidents, damage to, or misuse of the Clover Equipment, including damage resulting from smashed or cracked units or screens; extraneous materials in the interior of the unit (such as hair, soil, or dust); contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage (such as scratches, dents, or broken plastic on ports); improper or inadequate maintenance by you (or your vendors); other visible damage; or your breach of this Addendum; or
- (4) Apply to defects or damage resulting from software, interfaces, or supplies we do not provide; negligence, accident, or acts of nature (including flood or lightning damage); loss or damage in transit; improper site preparation by you (or your vendors); failure to follow written instructions on proper use of the Clover Equipment; unauthorized modification or repair; or normal wear and tear.

3.3 You may not transfer the Limited Warranty to any third parties.

3.4 You must immediately contact customer service for assistance with Clover Equipment you believe to be defective. We will provide a Return Merchandise Authorization (**RMA**) call tag to you if we deem the Clover Equipment defective during the Warranty Period. You may use the RMA to ship the defective Clover Equipment to our repair facility. You are responsible for all return shipping costs to our repair facility. We will arrange for defective Clover Equipment covered by the Limited Warranty to be either repaired or replaced (at our election) and shipped back to you at no additional charge. The Limited Warranty applies to repaired and replacement hardware for the remainder of the Warranty Period corresponding to the original Clover Equipment.

3.5 You must follow the process set out in the general terms and conditions of the Agreement for all non-Clover-branded Equipment that is defective.

4 Fees

In addition to fees that we charge for payment processing or for other services under the Agreement, you will be charged and agree to pay applicable fees for Clover Service(s) or as otherwise necessary or applicable to use your Clover Equipment, including all applicable taxes, duties, or other assessments or fees. Fees for Clover Services are displayed in your Clover Dashboard or otherwise through your Clover Account and billed through the Clover App Market, all as subject to the Clover Terms. If you dispute any amount you are charged, you must notify us in writing within 30 days of incurring the charge that you dispute. If you notify us after 30 days, you agree we have no obligation to affect any adjustments or refunds.

5 Security Interest; Financing Statements

You grant us a security interest in all purchased Clover Equipment to secure payment of the purchase price; and all rented Clover Equipment to secure payment of the monthly payments and authorize us to file financing statements with respect to the Clover Equipment in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

6 Default; Remedies

If any debit of your Settlement Account (as identified in the Agreement) initiated by us for rent or other fees owed to us is rejected when due, or if you otherwise fail to pay us any amounts when due, or if you default in the performance or observance of any obligation in this Addendum, we may at our option, effective immediately without notice either: (1) terminate this Addendum, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are owed to us; or (2) accelerate and declare, immediately due and payable, all monthly rental charges for the remaining amount of time on the applicable rental period and proceed in any lawful manner to obtain satisfaction of such charges.

7 Termination

7.1 We may suspend or terminate the Addendum if: (1) You use any Clover Equipment for any fraudulent, illegal, or unauthorized purpose or provide inaccurate or false information related to your Equipment; or (2) You breach the Agreement or this Addendum.

7.2 A breach of this Addendum constitutes an Event of Default under the Agreement.

8 Addendum Approval

By signing below, you acknowledge that:

- you have read, understand, and agree to comply with the Addendum;
- you understand that the terms of the Addendum (including the fees) may be changed from time to time as described in your Agreement; and
- this Addendum is signed using electronic signature process, the signature has the same legal effect as if you had signed it by hand.

☐ **5.Approval**

The services described in this amendment will be provided as part of our existing agreement with you. All terms of the existing agreement will continue to apply unless explicitly modified by this amendment. By signing below you are confirming that (1) you are authorized by the merchant identified above to enter into this amendment, and (2) the merchant identified above agrees to modify its relationship with its Processor and Bank as described in this amendment.

Merchant Business Principal:

SIGN HERE

RESOLUTION 2025-46

A RESOLUTION BY THE STE. GENEVIEVE BOARD OF ALDERMEN APPROVING THE PURCHASE OF BULK SALT AT \$97.25 PER TON FOR WINTER STREET DEICING FROM CONSOLIDATED GRAIN AND BARGE COMPANY "CGB".

WHEREAS, the City of Ste. Genevieve will need bulk salt for winter storm street deicing; and

WHEREAS, Consolidated Grain and Barge "CGB" has agreed to sell and deliver salt to the City of Ste. Genevieve for \$97.25 per ton (Exhibit "A"); and

WHEREAS, the Street Department Fiscal Year Budget for 2026 has appropriated funds for the purchase of bulk salt in the Transportation Fund – Line Item 6100 – Chemicals; and

WHEREAS, the purchase price is established through a cooperative agreement with Ste. Genevieve County through their bidding process.

BE IT THEREFORE, RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1. The price of \$92.75 per ton delivered is hereby accepted by the Ste. Genevieve Board of Aldermen for the purchase of bulk salt from Consolidated Grain and Barge Company "CGB".

SECTION 2. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS ____ DAY OF _____, 2025.

Approved as to form:

Brian Keim, Mayor

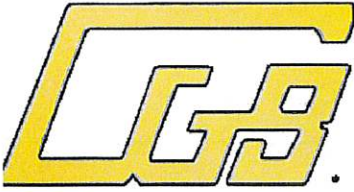
Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

David Bova, Interim City Administrator



DATE 8/22/2025
Quotation # CSG082225-1
Customer ID CSG0001

Quotation For:

CITY OF STE. GENEVIEVE
165 S 4TH ST
SAINTE GENEVIEVE, MO 63670-1605

Quotation Void After: 3/31/2026

Salesperson: Jeremy Weiler

Email: jeremy.weiler@cgb.com

Contact Number: 573-561-3207

Please provide current Accounts Payable email address:

QUANTITY	Terminal	DESCRIPTION	UNIT PRICE	AMOUNT
400.00	CGB - STL-OAKLEY	BULK DEICING SALT Delivered To 590 MARKET ST, STE GENEVIEVE, MO	\$97.25	\$38,900.00

Comments or Special Instructions:

If you have any questions concerning this quotation, please contact jeremy.weiler@cgb.com.

THANK YOU FOR YOUR BUSINESS!

Price Quote Terms and Conditions

1. Provided this Price Quote is signed and returned within Ten (10) business days from the Date, Seller agrees to hold the quoted prices firm from **8/22/2025 To 3/31/2026**. Notwithstanding the foregoing, the prices contained in this Price Quote are contingent on Buyer's adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including but not limited to Buyer's compliance with Payment and Credit Terms state below.
2. If purchase is not made by **3/31/2026**, Seller reserves the right to revoke the pricing contained herein.
3. The Quantity (Qty) figure is an estimated total of each Product(s) to be purchased under this Price Quote. Buyer is not obligated to purchase a minimum quantity of Product(s). Seller is not obligated to sell Buyer any quantity of Product(s).
4. Seller's obligation to sell Product(s) is **subject to product availability**. Seller has the right to (a) decline or suspend shipments of any order placed under this Price Quote, or (b) terminate this Price Quote if at any time Seller experiences product shortages due to supply obligations to other customers or market conditions. In addition, Seller reserves the right to decline or suspend shipments of any order placed under this Price Quote for any reason(s) relating to: Conditions at any terminal / production facility, weather conditions, or any reason that may affect Seller's ability to accept or fulfill orders.
5. Estimated delivery time can be three (3) to seven (7) business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from a different facility is subject to availability and price differences. Buyer's purchase of Product is expressly conditional upon and acceptance of these Terms and Conditions, and the attached Terms and Conditions of Sale. Any terms which may exist on Buyer's purchase order or similar form, and which alter or are inconsistent with these Terms and Conditions, will be of no legal force or effect and will not govern transactions that result from this Price Quote.
6. By accepting, Buyer agrees that this Price Quote (including the Price Quote Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Buyer and Seller, and supersedes all other prior agreements or quotations, whether written or oral, between Buyer and Seller with respect to the Product(s).
7. All published freight increases are subject to the account of the buyer. Prices quoted are based on transportation costs provided at the time of quote. We reserve the right to change our quotation based on documented changes to those transportation costs.

Payment Terms	Net 30	Credit Limit	\$35,000.00
<i>Credit Limit subject to change.</i>			

Accepted (Buyer)		Accepted (Seller)	
Name		Name	Jeremy Weiler
Title		Title	Sales Manager
Email		Email	jeremy.weiler@cgb.com
Date		Date	8/22/2025
Signature		Signature	/s/ Jeremy Weiler
Please provide additional email addresses to send load notifications to:			

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment(s), without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes, shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment, or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and / or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.

8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty-day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said thirty (30) day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated as bankrupt and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller. Seller reserves the right to assign this Quote to satisfy any duties and obligations herein.

12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.