



Town of East Montpelier
P.O. Box 157
East Montpelier, VT 05651

FAX (802) 223-4467
September 7, 2017

American Rock Salt is your Awarded Vendor for the 2017-2018 State of Vermont Salt Contract.

<u>Source of Supply</u>	<u>Delivered Price/Ton (USD)</u>
Middlesex VT	\$ 75.12

American Rock Salt Co., LLC is pleased to have been awarded your road salt requirements for the upcoming season.

Please note the following information and forward it to anyone else within your organization that would benefit from it:

- **PHONE ORDERS** for bulk salt may be placed by calling our toll-free number **(888) 762-7258**. Please have your customer number ready when you call (see below). Our customer service representatives will be happy to assist you.
- **ON-LINE ORDERS** for bulk salt can be placed at <https://www.arscdirect.com>. To Access your account information on-line you will need your customer number (which will act as your user ID) and a password which can be obtained by calling our customer service toll free number between normal working hours. Once your on-line account is set up you can place orders 24 hours a day, 7 days a week!
- **ON-LINE REPORTING** can be made available to customers that would like to check on account status, view invoices and payments, as well as view shipments. Ticket detail will usually be available the day following the ticket date. Invoices will be available real time as we generate them, and payments will be available as we apply them to your account. The website for on-line **reporting** is located at <https://www.arsnetaccess.com>. The user ID and password are different from that of the ordering website and can be obtained by calling our customer service toll free number.
- **NORMAL BUSINESS HOURS** for customer service are Monday - Friday, 7:30 a.m. - 4:30 p.m. We can also be reached by email at customerservice@americanrocksalt.com.
- **MAILING ADDRESS:**
American Rock Salt Co., LLC
P. O. Box 190
Mt. Morris, NY 14510
- **REMITTANCE ADDRESS:**
American Rock Salt Co., LLC
Box 536188
Pittsburgh, PA 15253-5903

We appreciate your business and look forward to serving your needs during the 2017-2018 winter season.

Sincerely,

Jamie A. McClain
American Rock Salt Company LLC
Marketing Manager

Customer#: 007293, County: Washington, VT District: 7



Deicing Technology Business
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Thursday, August 24, 2017

Billing Information		Shipping Information		*Contact Information	
Name	E MONTPELIER TOWN OF VT D5	EAST MONTPELIER TOWN HIGHWAY DEPT	Attn:	SALT BUYER	
Account Number	1500022809	2500020146	Title		
Address 1	40 KELTON RD	HIGHWAY DEPT	Phone		
P O Box	157		Fax		
City State Zip	EAST MONTPELIER, VT 05651-0157	EAST MONTPELIER, VT 05651	Mobile		
County			e-mail		
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.					

Cargill, Incorporated Deicing Technology Business ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2017/2018 season.

Product	Delivered (Standard truckloads)	*Estimated Tons	Terminal
1135-DEICER SALT ICE CNTRL BLK DR	\$69.91	609	2AZO SHELBURNE VT US CDT 1001
THE PRODUCTS QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

Offer	Product	Delivered (Standard truckloads)	*Estimated Tons	Terminal	Please Initial Box Below
TRIAL	12763-CLEARLANE® DEICER ENHNCD BULK	\$76.90	100	2AZO SHELBURNE VT US CDT 1001	
REGULAR	12763-CLEARLANE® DEICER ENHNCD BULK	\$84.59	Call to Discuss	2AZO SHELBURNE VT US CDT 1001	

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN FIFTEEN (15) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER.

THIS QUOTE DOES NOT CONSTITUTE AN ORDER! To place an order or if you have any questions, concerning your account, please feel free to contact our Sales Department at 800/600-SALT. All orders are subject to the terms and conditions set forth below. **You must wait 24 hrs after order date to pick up product.** Pickup orders with inactivity of more than 30 days may be cancelled.

TERMS AND CONDITIONS - To retain the right to this pricing you are required to remain in compliance with your account's payment and credit terms. **If no purchase is made by December 31, 2017, Cargill reserves the right to limit your estimated tons for the remainder of the season.** Provided this price quote letter is signed and returned within fifteen (15) business days from the date above, Cargill agrees to hold the pricing firm from August 24, 2017 through April 30, 2018. **The tonnage figure is an estimate only and is subject to availability. Neither party in regard to estimated tonnages assumes an obligation.** Cargill has the right to terminate this quote letter at any time if Cargill runs out of product due to commitments to contract customers. This quotation assumes normal operating conditions at Cargill's terminals and production facilities. Cargill reserves the right to decline orders/shippments for any reasons relating to conditions at the terminals/production facilities, weather conditions, or any other reason that may affect Cargill's ability to accept orders. **Estimated delivery time is three to five 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 another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of product is expressly conditional upon Customer's acceptance of the attached terms and conditions. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this letter.

Payment Terms	NET 30	Credit Limit	Established
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Your payment terms and credit limit are subject to change at the discretion of the seller's credit department.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Deicing Technology Business Amanda L. Knaus Sales Account Manager Amanda.Knaus@Cargill.com 800-600-7258 - p 952-367-1482 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto	Pg 1 of 83
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Deicing Technology Business
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.			
Billing Information		Shipping Information	
Name:			
DBA (if applicable)			
Address 1			
Address 2			
City State Zip			
County			
Attn:			
Phone	Fax	e-mail:	

TERMS AND CONDITIONS OF COMMERCIAL ROAD SALT SALES	
<p>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.</p> <p>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.</p> <p>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, 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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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 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.</p> <p>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.</p> <p>11. ASSIGNMENT. The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.</p> <p>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.</p> <p>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.</p>



Deicing Technology
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Thursday, August 24, 2017

Dear Valued Salt Buyer,

This year, we have added a section in the quote letter, giving you the option to select treated deicing product, ClearLane® enhanced deicer. We are offering a trial price and a regular season price.

Option 1: Trial Pricing. Not guaranteed and subject to availability

Option 2: Regular Season Pricing. Not guaranteed and subject to availability.

****Call to discuss****

By marking the box with your initial, you indicate to us that you are agreeing to the price, tonnage, terms and conditions of the quote for the 2017-2018 winter season.

If you have any questions do not hesitate to contact me.

Thank you,

Amanda Knaus

Sales Account Manager
Cargill Deicing Technology
24950 Country Club Blvd, Suite 450
North Olmsted Ohio 44070
440-716-4774 Phone
952-367-1482 Direct Fax
amanda_knaus@cargill.com