



518.236.4338 (t)  
877.805.2804 (t)  
518.236.4936 (f)

**D. S. Specialties, Inc.**

2740 State Rte. 11  
Moers, NY 12958

Date: Friday, September 9, 2022  
To: Town Of Plattsburgh  
Project Name: Exterior Steel Door

Quoted By: JD

D.S. Specialties, Inc. is pleased to provide a quotation for the following:

**Total Door and Frame Quantities**

Hollow Metal Door(s):	1 Door 3'7.75" x 6'7" Welded, A60, Primed, Urethane Core.
Hollow Metal Frame(s):	1 Frame Masonry Profile, Continuously Welded, A60, Primed, STD Equal Rabbet.

**Hardware**

Includes the following:

Hinges, Closer, Protection Plate, Gasketing, Threshold, and Exit Device.

This Quote Adheres to the Following Addenda:

NO ADDENDA

**Notes:**

- This quotation is subject to the attached *Terms of Sale*.
- This quotation is not intended to encompass the entirety of the plans and specifications (if provided). It represents the items listed specifically herein only.
- This quotation includes demolition and installation. It does not include any painting and/or patching of existing surfaces.
- This quotation includes one truckload to the customers job site/facility. Additional releases of material will incur additional costs.
- This quotation is valid for thirty (30) days from the date of the quotation. We reserve the right to revise and update this quotation if materials are changed and or purchased beyond the 30 days.

**Exclusions:**

- Sales tax.
- Payment and performance bonds.
- Final destination logistics and unloading.
- Field dimensioning.
- Anchorage fasteners
- Shop drawings
- Engineering

**TOTAL FOR THE ABOVE QUOTATION:**

\$

**5,858.00**

Thank you,  
John DesGroseilliers  
Project Estimator  
D.S. Specialties Inc.



D.S. SPECIALTIES INC.

## TERMS OF SALE

1. D.S. Specialties, Inc. agrees to furnish only the goods described in the order confirmation / acknowledgment / pro forma or quotation, which may vary from project plans, specifications, and/or purchase orders.
2. The contract price is based solely upon the particular drawings, specifications, makeups, or other contract documents, which are specifically identified in the quotation. Items omitted are excluded.
3. The contract price is conditioned upon payment within 30 days of receipt of materials with no retainage allowed.
4. The time for delivery shown on the face of the order confirmation / acknowledgment / pro forma, if any, is an estimate only. D.S. Specialties, Inc. will not be liable for any loss or damage to Buyer or others due to delay or not delivering in accordance with the estimated date regardless of the cause. D.S. Specialties, Inc. will select the method of delivery.
5. Completed orders unable to be accepted within 30 days of the original ship date are subject to storage charges. Fees will be assessed at \$15 per unit per month. The storage charges will be payable net 30 days. D.S. Specialties, Inc. will not be liable for damage to materials stored longer than 60 days nor will D.S. Specialties, Inc. be liable for damage or failure of any materials stored in any manner contrary to industry standards and/or specific storage requirements identified by D.S. Specialties, Inc. in any product materials.
6. D.S. Specialties, Inc. reserves the right to charge any and all unknown surcharges and miscellaneous costs assessed by our vendors.
7. D.S. Specialties, Inc. may, in its sole discretion, agree to grant credit terms to Buyer. D.S. Specialties, Inc. will not be liable to Buyer for any refusal to grant credit. Any credit terms are subject to D.S. Specialties, Inc. continuing approval of Buyer's credit. If in D.S. Specialties, Inc. sole discretion Buyer's credit or financial standing becomes unsatisfactory D.S. Specialties, Inc. may withdraw or modify the credit terms. Buyer shall be responsible for D.S. Specialties, Inc. costs of collection including reasonable attorney's fees in the event of nonpayment.
8. Unless otherwise agreed in writing by D.S. Specialties, Inc., all goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade, regular factory practices, and practical testing and inspection methods.
9. D.S. Specialties, Inc. has no system design or application responsibility to Buyer or any third party.
10. D.S. SPECIALTIES, INC. EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER OBLIGATION OR LIABILITY NOT EXPRESSLY SET FORTH IN ITS STANDARD TERMS OF WARRANTY. D.S. SPECIALTIES, INC. SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
11. All claims for breakage are the responsibility of the consignee, and claims must be filed by the consignee.
12. D.S. Specialties, Inc. provides a limited warranty. Its terms are set out in D.S. Specialties, Inc. separate warranty certificate available on request. D.S. Specialties, Inc. will not accept any charge or expense, including labor for modification, removing, inspecting, or installing the goods. D.S. Specialties, Inc. may void the

limited warranty upon products for which D.S. Specialties, Inc. has not been paid. D.S. Specialties, Inc. limited warranty as provided to Buyer may only be modified upon written approval of D.S. Specialties, Inc. President or Vice President(s). Any verbal representations intended to modify any existing D.S. Specialties, Inc. warranty shall be invalid and unenforceable against D.S. Specialties, Inc.. Extended warranties may be available at additional cost and are subject to management and technical approval of glazing details.

13. No goods may be returned to D.S. Specialties, Inc. for credit without prior written consent. After Buyers order has been accepted, the order may not be modified, canceled or changed without D.S. Specialties, Inc. consent. Buyer shall be responsible to D.S. Specialties, Inc. for reasonable cancellation or order change charges.
14. D.S. Specialties, Inc. shall not be obligated to make any changes or additions to the goods described in the order confirmation / acknowledgment / proforma or quotation unless D.S. Specialties, Inc. agrees in writing and an equitable adjustment are made if necessary to the price and delivery terms.
15. Buyer shall inspect the goods upon receipt and promptly notify D.S. Specialties, Inc. of any claim that the goods are nonconforming. D.S. Specialties, Inc. shall be allowed reasonable opportunity to inspect and cure any claim of alleged non-conformity. Buyer may arrange to inspect at the place of manufacture provided inspection does not interfere with D.S. Specialties, Inc. operations and the consequent approval or rejection shall be made before shipment of the goods.
16. Buyer acknowledges that the quoted prices do not include freight, manufacturer's gross receipts taxes, sales or use taxes, or any other state, local, and federal taxes and/or assessments that may be payable on the transaction unless otherwise stated in writing by D.S. Specialties, Inc.. All additional delivery costs arising from local labor agreements shall be borne by the buyer.
17. Buyer acknowledges they are liable for State and local sales/use tax for the goods they are purchasing. Therefore, this order will be taxed in accordance with State and local tax laws to where the product is being shipped. In the event that this order is a nontaxable project, D.S. Specialties, Inc. must have a valid and properly executed sales/use tax exemption certificate on file prior to the invoicing or you will be billed sales/use tax. Once you are invoiced by D.S. Specialties, Inc. it is your responsibility to make payment in full to D.S. Specialties, Inc..
18. All Orders are subject to and Buyer is bound by D.S. Specialties, Inc. Terms of Sale without change, unless otherwise set forth in writing and accepted in writing by D.S. Specialties, Inc.. To the extent any other terms and/or conditions from any other source, including Buyer, are deemed to conflict with D.S. Specialties, Inc. Terms of Sale, D.S. Specialties, Inc. Terms of Sale will govern.
19. Under no circumstances shall D.S. Specialties, Inc. be liable to or agree to indemnify Buyer or any third party for any loss, costs, damage or expense (including attorney's fees) resulting from Buyer's or any third party's actions or conduct. Buyer shall indemnify and hold D.S. Specialties, Inc. and its employees, agents, assigns and heirs harmless from and against any loss, costs, damage, or expense (including attorney's fees) resulting from any charge or claim of personal injury or property damage arising out of Buyer's performance under this order or Buyer's negligence or willful misconduct.