

1545 Pidco Drive  
Post Office Box 128  
Plymouth, IN 46563-0128

Telephone: 574.936.4221 FAX:  
574.936.6796

Date: May 3, 2011  
Quotation: 152446-01  
Client Code:  
Dft#: N/A  
Page 1 of 6

Submitted To: William Parthemore  
Tower  
Tower Services Unlimited, Inc.  
6580 Red Top Road  
Harrisburg, PA 17111

Site Location: Typical 180' Self Supporting  
Commonwealth of Pennsylvania

Reference #:  
Customer Specifications: None

Item	Description	Price
<b>Tower Model</b>	U-16.0 x 180' Self Supporting Tower constructed of solid steel members. 16 ft. center to center distance between legs; triangular construction.	\$46,460.00
	<ul style="list-style-type: none"> <li>Engineering drawings to be sealed by registered Pennsylvania professional engineer.</li> <li>Custom dead man or drilled pier type foundation design if soil report is supplied</li> <li>Hot dipped galvanized sections and components</li> <li>Solid rod construction of tower sections</li> <li>Tower assembly hardware</li> <li>Horizontal members for climbing</li> <li>Anchor steel with full-sized template to simultaneously position anchor bolts for all legs</li> <li>Angular support bracing.</li> <li>Extended Double T Line Brackets: (1) run for 14 lines</li> <li>DBI cable type safety climb system with trolley and less the harness</li> <li>TIA-G grounding using 15 FT lightning rod extender</li> </ul>	\$555.00 \$840.00 included included included included included included included included included included
	<b>TOTAL:</b>	\$47,855.00
<b>Freight</b>	Estimated cost, with unloading of truck by Others to Harrisburg, PA, via flat bed tractor trailer. Any special handling by others. (1 truck Required) If anchor steel is shipped prior to tower, additional freight charges will be invoiced. All material prices are FOB Point of Manufacture.	\$2,650.00 \$425.00
<b>Optional</b>	<ul style="list-style-type: none"> <li>Each (1) 4-1/2" OD Microwave Pipe Mount, Model R5 with 63" long pipe</li> <li>Each (1) 4-1/2" OD Microwave Pipe Mount, Model R5 with 96" long pipe</li> <li>Each (1) 4-1/2" OD Microwave Pipe Mount, Model R5 with 120" long pipe</li> <li>Each (1) 17.5' x Frame Assembly with (4) 84" antenna pipes</li> <li>External Center Face Mounted OSHA compliant Climbing Ladder</li> </ul>	\$460.00/ea \$525.00/ea \$590.00/ea \$1,285.00/ea \$6,070.00

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• Each 3' Pivot Side Arm	\$375.00/ea
• Each 6' Universal Side Arm	\$590.00/ea
• Each (1) 10' x 24" self supporting (2) post transmission line bridge with triple trapeze hangers	\$770.00/ea
• FAA Code E-1 Dual Strobe Medium Intensity Light Kit with Xenon Strobes, Incandescent Side Marker Lights, ice shields, interior mounted controller, alarms, photo cell, SO cord wiring, and all necessary mounting hardware. TWR	\$8,890.00

**Installation** Foundation and tower erection by others.

**Wind and Ice Load** Tower conforms to TIA/EIA-222-F for 80 MPH fastest mile basic wind speed **simultaneous** and **concurrent** with 1/2" radial ice, Exposure C, and Importance Factor 1.0.

**Antenna Load** 180' - (1) DB567KR90 on (1) 6' Universal Side Arm with 1-5/8" line  
180' - (1) TTA with 1/2" line  
155' - (3) DB567KR90 on (2) 6' Universal Side Arms with 1-5/8" lines  
145' - (2) 10' HP Dishes and (2) EW63 (0° and 180°)  
115' - (1) DB567KR90 on (1) 6' Rigid Side Arm with 1-5/8" line  
115' - (1) DB411 on (1) 6' Rigid Side Arm with 7/8" line  
105' - (2) 10' HP Dishes and (2) EW63 (0° and 180°)  
70' - (1) DB264 on (1) 3' Pivot Side Arm with 7/8" line

**Special Design Note** **All antennas, mounts, and lines noted above have been increased by 10% for future loading purposes.**

**Delivery** Estimated lead time **5-7 weeks**; however it is the customer's responsibility to provide a firm ship date to Valmont at least **3 weeks** prior to shipment to reserve manufacturing time. A completed soil report and plot plan (for guyed towers) must be received by Valmont prior to manufacturing.

Anchor Steel Delivery: Advance notice is required: 10 business days for standard bolts and 21 business days for guyed tower and non-standard bolts.

**Terms** Net 60 days

**Price Firm Until** 6/15/2011

Price does not include any state, federal, or local sales, use or excise taxes. FAA, FCC licenses and permits by others.

**Notes** Due to material price fluctuations, Valmont reserves the right to review all material

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pricing prior to accepting any order. Any order placed on hold is subject to a price review at the time of its release.

The freight rates are estimated. A fuel surcharge may be applied to the quoted freight rate on all shipments based on the cost of diesel at the time of shipment. Please contact your Valmont salesman for further details.

Valmont reserves the right to apply storage charges of three-hundred and fifty dollars (\$350.00) per month for structures kept in our yard beginning 60 days after original ship date.

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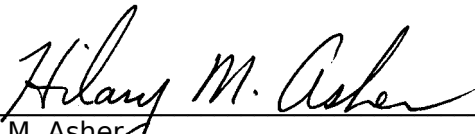
Valmont may be required by state law to collect Sales/Use Tax at the time of shipment. If required, this tax will appear as a separate item on the invoice. If you have a tax exempt certificate, submit it at the time of order.

Valmont reserves the right to adjust the price if product is not shipped within 2 months of Purchase Order receipt.

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Acceptance:  
Please enter our order for the selected items in accordance with this quotation

Accepted \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_  
PO Number \_\_\_\_\_

  
\_\_\_\_\_  
Hilary M. Asher  
Mgr Major Accounts, (877) 467-4763, 5245

Tower Services Unlimited, Inc.  
6580 Red Top Road  
Harrisburg, PA 17111-4822  
Attn: William A. Parthemore  
Major Projects Manager  
(717) 652-1044  
[wparth@towerscvs.com](mailto:wparth@towerscvs.com)

# Terms and Conditions of Sale

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**1. General** - In the accordance with the usage of trade, Valmont Structures (Seller) conclusively presumes by the absence of any written objection and by the acceptance of part or all the material ordered.

All proposals, negotiations, and representations regarding a transaction, that are made prior to the date of this document, if any, are hereby merged into this document.

All prices are FOB factory, unless otherwise specified. Minimum order of \$50.00. The agreement and language herein shall be construed and enforced under the Uniform Commercial Code in effect in the States of Oregon and Indiana as of the date of this document.

A finance charge, at the monthly rate of 2%, will be assessed on past due invoices where allowed by applicable law.

The Seller reserves the right to enforce the collection of funds that are beyond the due date. The Buyer shall be liable for the Seller's costs for collection of past due amounts, including, without limitation, reasonable attorney's fees.

**2. Delay** - The Seller shall be excused for any delay in performance caused by acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortages of cars, fuel, labor or materials or any other circumstances or causes beyond the control of the Seller's reasonable conduct of business.

**3. Title and Risk of Loss** - Full risk of loss, including transportation delays and losses, shall pass to the Buyer upon delivery of products to the FOB point. However the Seller retains the title, for security purposes only, if all products are not paid in full in cash. In the event that the Buyer defaults in payments hereunder, the Seller, at its option, may repossess all unpaid products and charge the Buyer with any deficiency.

**4. Terms** - Terms are Net 30 Days on approved credit.

**5. Credit Approval** - Shipment, deliveries, and performance of work shall at all times be at the approval of the Buyer's credit. The Seller may at any time decline to make any shipment or delivery, or to perform any work, except on receipt of payment or security, or upon terms and conditions satisfactory to the Seller.

**6. Taxes** - When the Seller is required to collect or pay taxes under any existing or future law, the taxes shall be for the account of the Buyer, who upon demand shall make prompt payment of the amount thereof to the Seller. Applicable taxes may be in regard to the sale, purchase, delivery, storage, processing, use or consumption of any products covered herein, including taxes based on receipts from the sales thereof. Taxes are not included in any published or quoted price shown, unless specifically identified as such.

**7. Compliance with Laws** - The Seller intends to comply with all laws applicable to the fulfillment of the Buyer's order. However, due to the complexity of OSHA's Tower Climbing Devices Specifications, the Buyer will be responsible for specifying the exact tower climbing product requirements. If this is not done, the Seller will provide the standard production climbing devices, and representation is not made by the Seller that the products will be in compliance with every interpretation of OSHA's specifications.

**8. Warranty** - All products are warranted to be free of defects in material and workmanship. The warranty is effective for two years, commencing on the date of shipment. This warranty specifically excludes fatigue failure or similar damage resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product.

**9. Buyer's Remedies** - If the material furnished to the Buyer should fail, whether due to the Seller's negligent acts or omissions, to nonconformity, or otherwise, with these terms and conditions, or to any expressed or implied warranty, the Seller will replace such failed products at the original point of delivery. Instructions will be furnished to the Buyer for the disposition of the failed products, and any

transportation charges involved in the disposition shall be to the Seller's account.

THE BUYER'S EXCLUSIVE AND SOLE REMEDY IN REGARD TO HAVING RECEIVED FAILED PRODUCTS, WHETHER DUE TO SELLER'S NEGLIGENT ACTS OR OMISSIONS, TO NONCONFORMITY, OR OTHERWISE, WITH THESE TERMS AND CONDITIONS, OR TO ANY EXPRESSED OR IMPLIED WARRANTY SHALL BE TO OBTAIN REPLACEMENT AS SPECIFIED ABOVE. THE SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF ANY LABOR EXPENDED IN ANY SUCH PRODUCTS, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO THE PRODUCT'S NONCONFORMITY WITH THESE TERMS AND CONDITIONS OR TO ANY EXPRESSED OR IMPLIED WARRANTY.

**10. Cancellation** - Orders accepted by the Seller are non-cancellable by Buyer unless agreed to in writing by Seller. If Buyer provides a written request to cancel an entire order, or any portion thereof, and Seller agrees in writing to such a request, Buyer shall then be responsible for a reasonable fee reflecting the non-recoverable time and material cost, with reasonable profit, expended by the Seller prior to cancellation. In no event shall this fee be less than 25% of the price of the materials or services cancelled.

**11. Non-Waiver by Seller** - A waiver by the Seller of a Buyer's breach of any of these terms and conditions shall not be construed as a waiver of any other breach.

**12. Shipping Interval** -

A. Component Products: The standard shipping interval is 14 calendar days following receipt of an order, subject to stock on hand. Most products are stocked and may be shipped within a few days.

B. 700-Series Tower Products: The standard shipping interval is 21 calendar days following receipt of an order, subject to stock on hand.

C. Other Products: The shipping interval for other products, that do not have published prices, will be furnished with a price quote.

**13. Packaging for Shipment** - The pricing for the Seller's products includes packing for standard ground domestic shipments, such as motor freight or package carriers. When special packaging is required for other means of shipment, such as for air shipment, ocean freight, etc., additional charges will apply and will be added to the order. Pricing for such special packaging will be furnished to the Buyer upon request.

**14. Freight** - Freight prices, if shown are estimated for the stated mode of transportation and are based on tariffs and rates in effect at the time of the quotation. Freight charges are to the account of the Buyer. Point of delivery of all products is defined as the nearest dock or terminal used or arranged for by the appointed carrier, and that which is nearest to the construction site(s). Handling and further transportation from the defined point of delivery, will be the responsibility of the Buyer, unless specifically included in a quotation.

**15. Customer Specified Shipping Instructions and Freight Terms** - Seller will comply with the customer specified shipping instructions and freight terms, provided they are stated in the written purchase order. On verbal purchase orders, Seller will comply with the customer specified shipping instructions and freight terms. However, in the event a confirming purchase order, with different shipping instructions or freight terms, is received after the order has shipped, the instructions and terms in the verbal purchase order will control.

Written and verbal purchase orders that specify the destination, without specifying routing instructions and/or freight terms, will be shipped by a carrier and with freight terms (prepaid, collect, COD, etc.) of Seller's choice.

Under no circumstances will Seller be responsible or back-charged for the loss of customer freight advantages due to routing instructions and/or freight terms.

**16. Return of Material** -

•Advance authorization must be obtained and the returned products accompanied with a Return Materials Authorization (RMA) number.

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- A RMA request must be submitted and authorized within 90 days of shipment and products must be received within 30 days of the RMA date. Products are to be returned with the freight charges prepaid.
- Customer must provide the original invoice or sales order number to receive the minimum 40% restock fee from invoice price. Materials returned without the original invoice or sales order number shall be subject to a minimum 60% restock fee off catalog list price.
- Credits are **not issued** for returns of BOLTS, GUY CABLE, ASSEMBLY HARDWARE, OR CUSTOM MATERIALS.

•Credits are **not issued** for returns of PREVIOUSLY INSTALLED MATERIAL regardless of condition.

•Upon inspection, the customer's account will be credited for the invoice price of accepted materials, less restocking charges.

### **17. Shortage and Damage Claims -**

•All claims of shortages and damages must be filled within 7 days of receipt of materials and should be noted on the Bill of Landing at time of delivery.