



Justin Regester
City of Oceanside

Quote Reference # CTS-386072

Quote Valid until 05/31/2025

Table Of Contents

<u>Section</u>	<u>Page#</u>
1 Cover Letter	4
2 Product Description.	5
3 Investment Summary	9
4 General Terms	10
5 Purchase Order Acknowledgement Form	11
6 Terms and Conditions	13

PROPOSAL

Quote Reference# CTS-386072

Quote Prepared on 05/01/2025 | Valid until 05/31/2025

Justin Regester

City of Oceanside
3950 North River Road
OCEANSIDE CA 92058
USA

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Nathan Lamb

Ingersoll-Rand Industrial US Inc
7950 Dagget St
San Diego CA 92111
United States

Email: nathan.lamb@irco.com
Ph: (657) 255-0069



*Your Trusted Partner in
Compressed Air*

Justin Regester
Operations Supervisor
3950 North River Road
OCEANSIDE, CA 92058

Dear Justin Regester,

Thank you for allowing us the opportunity to quote your compressed air system. For 150 years, Ingersoll Rand has provided products, services and solutions that increase our customer's productivity and efficiency. Ingersoll Rand continues to inspire progress by driving innovation with revolutionary technology - creating new standards for how the world gets work done. Backed by our engineering excellence, we develop rugged, reliable, industry-leading compressor technologies and service programs to keep your business moving.

Sincerely,
Nathan Lamb
Southwest Account Manager

RS30I-A125 460/3/60 XE-70M W/PORO\ MODULATION\ & HIGH DUST FILTER

Ingersoll Rand works to keep you ahead of your competition with Next Generation R-Series air compressors that boost productivity, lower operating costs and extend equipment life. Next Generation R-Series air compressors. The intelligence you need—to win.

- Improved Efficiency and Air Flow: Airend features optimized rotor profile that delivers up to 16% improved efficiency and 21% greater airflow capacity
- Remote Intelligent Control: Xe-Series controller delivers increased control functionality through an intuitive user interface and remote access with any common, current web browser
- Leak-free Design: V-Shield Technology provides a totally integrated, leak-free design featuring PTFE stainless steel braided oil hoses and O-ring face seals
- Reduced Downtime: Progressive Adaptive Control (PAC™) monitors key operating parameters and continuously adapts to prevent unexpected downtime
- Decrease Energy Use: NEMA Premium® efficiency motor delivers significant energy savings, and the optional variable speed drive (VSD) further decreases energy demand



Representative image may not represent quoted product configuration.

Technical Information

Rated Pressure		Nominal Power		Capacity (FAD)		Dimensions (Length x Width x Height)		Weight (Air-cooled)	
bar g	psig	kW	hp	m3 / min	cfm	mm	in	kg	lb
7	115	30	40	5.2	184	1937 mm, 1056 mm, 1534 mm	76.26 in, 41.58 in, 60.39 in	1045	2299.0

RS30I TAS Fixed Speed Rotary Compressor w/ Dryer - 138PSIg

Ingersoll Rand works to keep you ahead of your competition with Next Generation R-Series air compressors that boost productivity, lower operating costs and extend equipment life. Next Generation R-Series air compressors. The intelligence you need—to win.

- Improved Efficiency and Air Flow: Airend features optimized rotor profile that delivers up to 16% improved efficiency and 21% greater airflow capacity
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Representative image may not represent quoted product configuration.

Technical Information

Rated Pressure		Nominal Power		Capacity (FAD)		Dimensions (Length x Width x Height)		Weight (Air-cooled)	
bar g	psig	kW	hp	m3 / min	cfm	mm	in	kg	lb
9	135	30	40	4.7	164	1937 mm, 1056 mm, 1534 mm	76.26 in, 41.58 in, 60.39 in	1142	2512.4

Start Up

Service Details

Scope of Service	Included
Commissioning performed by factory trained and certified technicians	Yes
Confirm proper installation per operator's manual	Yes
Check operating temperatures, pressures, amperage and other key parameters per Ingersoll Rand 47-point checklist	Yes
Check rotation of 3 phase motors	Yes
Adjust and set control set points and key operating parameters	Yes
Basic operator training 30 min	Yes
How to get service help if needed	Yes
Maintenance schedule review	Yes
Install review & validation	Yes

Start Up

Service Details

Scope of Service	Included
Commissioning performed by factory trained and certified technicians	Yes
Confirm proper installation per operator's manual	Yes
Check operating temperatures, pressures, amperage and other key parameters per Ingersoll Rand 47-point checklist	Yes
Check rotation of 3 phase motors	Yes
Adjust and set control set points and key operating parameters	Yes
Basic operator training 30 min	Yes
How to get service help if needed	Yes
Maintenance schedule review	Yes
Install review & validation	Yes

Investment Summary for City of Oceanside (05/01/2025)

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	RS30I-A125 460/3/60 XE-70M W/PORO\ MODULATION\ & HIGH DUST FILTER	2	\$22,090.16	\$44,180.32
2.0	Start Up	1	\$2,214.00	\$2,214.00
	Included Component			
	Labor	1		
3.0	RS30-37i Fixed Speed (40-50 HP)	2	\$33,351.33	\$66,702.66
	Included Component			
	RS30I TAS Fixed Speed Rotary Compressor w/ Dryer - 138PSIg	2		
	Main Driver: 40 HP Electric Motor, 230/460V 60 HZ 4P W/SPACE HEATER	2		
	TEFC (IE3) FS			
	Factory filled with UltraCoolant	2		
	'Total Air System' Integrated Refrigerated Dryer and Filtration	2		
	Main Motor Starter: Star-Delta Reduced Voltage	2		
	XE-70 Microprocessor Controller	2		
	Modulation Control Mode	2		
	Standard Low Sound Enclosure	2		
	Mounted Package Pre-Filter	2		
	Energy-efficient No Loss Condensate Drain	2		
	Power Outage Restart Option (PORO)	2		
4.0	Start Up	1	\$2,214.00	\$2,214.00
	Included Component			
	Labor	1		

Product/Service Quote Amount	\$115,310.98
Tax	\$9,147.85
Freight Amount	\$3,857.14
Total Quote Amount	\$124,458.83

General Terms

Lead Time:	Estimated 3 Week Lead Time	Pricing and availability is subject to change without notice. Upon submission of your order, please include the following information: payment terms, preferred payment method, purchase order number, tax status (if exempt please include a copy of your tax exemption certificate with your order).
Payment Terms:		
FOB:	EX WORKS	For US, please remit all payments to Ingersoll Rand, 15768 Collections Center Drive, Chicago, IL, 60693. For Canada, please remit all payments to IR Canada Sales & Service ULC, C/O T10223C PO Box 4918 STN A, Toronto, ONTARIO M5W 0C9, Canada. Also, please be aware that Ingersoll Rand accepts payment via credit card, and EFT.
Freight Terms:	Prepaid	

Progress Payments apply to orders exceeding \$100,000 USD. Standard progress payment terms are 30% at order acceptance, 30% at Eight (8) weeks after purchase order, and 40% upon shipment.

Purchase Order Acknowledgement

Date: 03/26/2025

SHIP TO SITE INFORMATION		BILLING INFORMATION	
Company Name:	City of Oceanside	Company Name:	
Business Address:	3950 North River Road	Business Address:	
City, ST, Zip:	OCEANSIDE, CA, 92058	City, ST, Zip:	
Site Contact:	Justin Regester	Business Phone:	
Business Phone:	760-435-5820	Business E-mail:	
Business E-mail:	jregester@oceansideca.org	Payment Terms:	
PO Number:		Total PO Amt:	\$119,168.12

Siebel Order #:		Progress Payments (if required):	(IR Standard Milestone Payments)
Oracle Order #:		30% at order acceptance	
	(For office use only)	30% at Eight Weeks After PO	
		40% on Shipment	

Thank you for your order. In an effort to process your order as quickly as possible please review the Shipping & Billing information noted above, and the scope of supply shown below, to verify the information is correct. Please initial all Scope of Supply worksheet page(s).

Priority:	
Shipping Method:	FEDEX-Truck-Ground
FOB Point:	EX WORKS
Freight Terms:	Prepaid
Shipping Instructions:	

The sale of our equipment is governed solely by the Standard Terms & Conditions of Sale 3.17 and Form 3814; copies of which are attached hereto. Notwithstanding any objection in advance, we will proceed on the basis that such terms and conditions will govern this transaction, excluding any revised, additional, or conflicting terms and conditions submitted with your purchase order form.

Authorized Signature:		Date:	
Printed Name:		PO Number:	
Company/Title:			

Please send completed form to:

IR Rep:	Nathan Lamb
Phone:	(657) 255-0069
Email:	nathan.lamb@irco.com

Nathan Lamb
(657) 255-0069
nathan.lamb@irco.com

City of Oceanside
Quote Reference
#CTS-386072

SCOPE OF SUPPLY WORKSHEET

Line Number	Quantity	Part Number	Description	Unit Price	Extended Price
1.0	2	47565238001	RS30I-A125 460/3/60 XE-70M W/PORO\ MODULATION\ & HIGH DUST FILTER	\$22,090.16	\$44,180.32
2.0	1	Start Up		\$2,214.00	\$2,214.00
3.0	2	RS30-37I	RS30-37i Fixed Speed (40-50 HP)	\$33,351.33	\$66,702.66
4.0	1	Start Up		\$2,214.00	\$2,214.00
				Subtotal: Scope of Supply	\$115,310.98
				Freight (Estimated amount if "Prepaid")	\$3,857.14
				ORDER TOTAL	\$119,168.12

Additional Order Comments:

Customer Initials : _____

 Nathan Lamb
 (657) 255-0069
 nathan.lamb@irco.com

 City of Oceanside
 Quote Reference
 #CTS-386072

STANDARD TERMS AND CONDITIONS OF SALE INDUSTRIAL TECHNOLOGIES AND SERVICES

1. **General** Any written or oral order received from Buyer by Ingersoll-Rand Industrial, U.S., Inc., ("Company") is governed by the Standard Terms and Conditions of Sale outlined herein ("Terms"). COMPANY'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THESE TERMS. Company rejects any terms and conditions inconsistent with these Terms and to any other terms proposed by Buyer in accepting Company's proposal. No agreement, oral or written, in any way claiming to modify these Terms and Conditions will be binding on Company unless agreed to in writing by an authorized representative of Company.
2. **Taxes** Prices do not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this order ("Taxes"). All Taxes will be itemized separately. Buyer will be responsible for the payment of any Taxes to Company unless Buyer provides a valid exemption certificate. If the exemption certificate is not recognized by the governmental taxing authority, Buyer will reimburse Company for any Taxes, including any interest or penalty assessed against Company.
3. **Title and Risk of Loss** Title and risk of loss or damage to equipment will pass to Buyer upon tender of delivery FOB Company facility, except that Buyer grants Company a lien on and a purchase money security interest in and to all of the right, title, and interest of Buyer in the equipment purchased hereunder until full payment has been made.
4. **Credit Terms**
 - a. **Payment.** Buyer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.
 - b. **Invoice Disputes.** Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
 - c. **Late Payments.** On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.
 - d. **Acceleration.** Should Buyer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Buyer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Buyer.
 - e. **No Partial Payments.** Buyer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.
 - f. **Sufficient Funds.** Buyer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.
 - g. **Right to Set Off.** Any payment received by Company from Buyer may be applied by Company against any obligation owing by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Buyer under these Terms and Conditions or any other agreement.
5. **Financial Condition of Buyer**
 - a. **Receipt of Goods While Insolvent** In the event that Buyer receives any goods from Company while Buyer is insolvent (as such term is used in §2- 702 of the Uniform Commercial Code, United-States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.
 - b. **Withdraw of Credit Approval** Company reserves the right before shipment of any goods ordered by Buyer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.
 - c. **Material Adverse Change in Financial Condition** Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Company's reasonable judgment Buyer's ability to pay the Obligations has become impaired.
 - d. **Verification of Credit References.** Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.
 - e. **Disclosure of Buyer's Right to a Statement of Reasons for Action.** If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.
6. **Delivery** Company will deliver goods within a reasonable time after receipt of Buyer's order and in no event will delivery dates be construed as falling within the meaning of "time is of the essence."
7. **Force Majeure** Company will not be liable for any loss or damage due to delays arising from causes beyond the reasonable control of Company, including but not limited to any acts of God, fire, flood, earthquake or explosion, strikes or other labor difficulties, wars, riots, terrorist threats, national emergencies, or acts of governments. In such events, Company will have additional time within which to deliver or perform as may be reasonably necessary under the circumstances. If Buyer requires drawings, procedures, standards or similar material for approval, delivery schedules will be calculated from the time such approvals are received by Company. Any hold points, witness points, or Buyer inspection requirements must be identified by Buyer at the time of quotation and/or order placement. Additional inspection or testing required by Buyer will extend delivery dates accordingly.
8. **Storage Fee** If Buyer is not able to accept delivery on the date agreed to by the parties, Buyer will pay Company a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Company is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Company reserves the right to postpone or to discontinue work. In such event, Company may charge Buyer an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Company.
9. **Warranty** Company warrants, to purchasers from a Company authorized seller (each a "Buyer"), that the equipment manufactured by it and services provided by it will be free from defects in material and workmanship, for the duration of the specified Warranty Period. For new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs, except for the Airend of new oil-flooded rotary screw air compressors, which is for the duration as detailed in the 5 Year Airend Parts Warranty below; for parts and services, six (6) months from the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or six (6) months from the date of delivery exclusive of transportation and installation costs if not installed by Company (each a "Warranty Period"). Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Company.
5 Year Airend Parts Warranty: Company Warrants , to a Buyer, that the Airend, as defined below, of new oil-flooded rotary screw air compressors manufactured by Company, will be free from defects in material and workmanship for a period of five (5) years from the date of initial operation not to exceed sixty-six (66) months from shipment, whichever occurs first. This Airend warranty is strictly contingent on the Buyer's demonstration that Buyer used only genuine Company replacement parts and lubricant in maintaining the defective compressor, according to Company's recommendations, for the duration of the Warranty Period. Use of non-genuine Company replacement parts or lubricants will void this Airend warranty. Company reserves the right to request a coolant sample from Buyer, or to perform coolant sample analysis, upon Buyer's Airend warranty claim. If Buyer makes a compliant Airend warranty claim during the Warranty Period, Company will only be responsible for, at its option, providing a new or remanufactured replacement Airend part and standard freight charges. Buyer will be required to provide Company with the defective Airend in exchange for the replacement Airend. For the purposes of this Airend warranty, the "Airend" is defined as the set of two rotors (one male and one female), the housing, and the bearings for a single-stage compressor and two (2) sets of two rotors (one male and one female), the housing and the bearings for a two-stage compressor. This Airend warranty specifically excludes other parts like the Airend shaft seal, gears, and pulleys, as well as expedited freight, labor, and any other costs associated with repair or replacement of Airend.
10. **Order Cancellation** If Buyer cancels an order, Buyer will pay a cancellation fee to Company in an amount equal to Company's direct out of pocket costs incurred plus a percentage of the order value to cover sales and administrative expenses. The percentage is based on the proportion of time which has elapsed from the date the order is placed to the originally scheduled shipment date as follows:

Percent of time elapsed from PO date to scheduled ship date	Cancellation fee % of PO Value
0-10%	5%

11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

11. **Compliance with Laws** Company will comply with all applicable laws and regulations in effect in the location of manufacture on the date an order is placed. Compliance with any local governmental laws or regulations relating to location, use, or operation of the equipment, or its use in conjunction with other equipment, will be the sole responsibility of Buyer. Equipment purchased hereunder is produced in accordance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
12. **Data Privacy** Buyer understands and agrees that certain of the Products include technology that allows Company to collect technical and product-related information regarding such Products and to conduct remote diagnostics testing of such Products. This technology allows Company to better serve and assist Buyer in the event such Products need to be repaired, and to maintain and improve the Products. Buyer agrees to grant and hereby grants Company a transferable, sub-licensable, non-exclusive, non-revocable, worldwide right to access and use the data collected and processed by the technology for Company's business purposes, including analysis, research, and development. In addition, Company may share such information with its affiliates, subsidiaries, and service providers; and with third parties but only in an aggregate, de-identified format, with third parties for research, statistical and business purposes unless otherwise agreed to or in accordance with the applicable privacy policy. To the extent that Company receives any individually identifiable personal information regarding Buyer from such technology, Company's policy is to protect the confidentiality of such information, and to prohibit the unlawful disclosure of Buyer's personal information to third parties. Company will take reasonable steps to insure the safety of Buyer's personal information.
13. **Export Control** Buyer agrees not to disclose or export, either directly or indirectly, any Company technology or information, or the direct product thereof, to any destination or person if such disclosure or export is prohibited by U.S. laws and regulations. In particular, Buyer will not use and will not permit any third party to use Company technology or information in connection with the design, production, use or storage of chemical, biological or nuclear weapons or missiles of any kind. This paragraph will survive the termination of this contract.
14. **Patent Indemnity** Company will defend Buyer against any proceeding based upon a claim that the equipment manufactured by Company infringes any U.S. patent, provided that Company is promptly notified in writing and given authority, information, and assistance for defense of the same. If any claim materially interferes with Buyer's use of the equipment, Company will, at its option, procure for Buyer the right to continue to use such equipment, modify it so that it becomes non-infringing, replace it with non-infringing equipment, or will remove the equipment and refund the purchase price. Company does not accept any liability whatsoever in respect to patents claiming more than the equipment furnished hereunder or claiming methods or processes to be carried out with the aid of such equipment. The foregoing states the entire liability of Company with regard to patent infringement.
15. **Limitation of Liability** THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF COMPANY WITH RESPECT TO THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT, PART OR SERVICE THAT IS THE BASIS FOR THE CLAIM. IN NO EVENT WILL COMPANY BE LIABLE TO BUYER, ANY SUCCESSORS IN INTEREST, OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT, PART OR SERVICE HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, OR OTHERWISE.
16. **Assignment** Buyer will not assign or transfer this contract without the prior written consent of Company, and such consent will not be unreasonably withheld. Additionally, Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of Company. In the event that Buyer does not provide such notice to Company and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.
17. **No Waiver** No waiver by Company of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, partial exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof.
18. **Governing Law** The rights and obligations of the parties will be governed by the laws of the State of North Carolina excluding any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract.
19. **No Reference Required** Buyer and Company agree that each order shall constitute a separate contract, the performance of which will be governed exclusively by these Terms. This Agreement shall govern an order regardless of whether or not this document is attached to or referenced in the order. Excluded from applicability to an order include, but are not limited to: (i) any other terms and conditions contained in the order, including terms contained on the reverse side of the order; (ii) any reference in an order to Buyer's Internet site for terms and conditions; (iii) any reference in an order to any other agreement, document or terms unless agreed to in writing by the Parties. In the event of a conflict between any terms and conditions of an order (except (iii) above), Terms shall prevail and govern the order.