



COUNTY OF EL DORADO

Purchase Contract

Fiscal Year 2024

Page 1 of 2

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OLIVER PACKAGING & EQUIPMENT COMPANY
dba OLIVER PRODUCTS
PO BOX 8506
CAROL STREAM, IL 60197-8506

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase
Contract # **8177**

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

https://edcgov.us/Government/Contracts/Pages/po_terms___conditions.aspx

For Period: 08/01/2023 To 07/31/2024

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE: \$99,500

NOT TO EXCEED AMOUNT \$99,500

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START DATE: 8/1/2023 - 7/31/2024

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FOR THE PURCHASE OF FOOD PACKAGING SUPPLIES FOR SENIOR NUTRITION HOME DELIVERED MEALS

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PRICING IN ACCORDANCE WITH EXHIBIT "A" MARKED "OLIVER 2023 PACKAGING PRICE LIST," AND EXHIBIT "B" MARKED "OLIVER TERMS AND CONDITIONS OF SALE OF PRODUCTS BY OLIVER PACKAGING AND EQUIPMENT COMPANY," ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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TO THE EXTENT THAT THE TERMS AND CONDITIONS OF THE VENDOR CONFLICT WITH THE TERMS AND CONDITIONS OF THE COUNTY, THE TERMS AND CONDITIONS OF THE VENDOR SHALL PREVAIL.

//

CONTRACT ADMINISTRATOR: YVETTE WENCKE, COMMUNITY SERVICES PROGRAM MANAGER, OR SUCCESSOR.

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PURSUANT TO GOVERNMENT CODE SECTION 84308 (SB 1439, THE LEVINE ACT), CONTRACTOR SHALL COMPLETE AND SIGN THE ATTACHED EXHIBIT C, MARKED "CALIFORNIA LEVINE ACT STATEMENT," INCORPORATED HEREIN AND MADE BY REFERENCE A PART HEREOF, REGARDING CAMPAIGN CONTRIBUTIONS BY CONTRACTOR, IF ANY, TO ANY OFFICER OF COUNTY.

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ELECTRONIC SIGNATURES: EACH PARTY AGREES THAT THE ELECTRONIC SIGNATURES, WHETHER DIGITAL OR ENCRYPTED, OF THE PARTIES INCLUDED IN THIS AGREEMENT, ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS MANUAL SIGNATURES. ELECTRONIC SIGNATURE MEANS ANY ELECTRONIC VISUAL SYMBOL OR SIGNATURE ATTACHED TO OR LOGICALLY ASSOCIATED WITH A RECORD AND EXECUTED AND ADOPTED BY A PARTY WITH THE INTENT TO SIGN SUCH RECORD, INCLUDING FACSIMILE OR EMAIL ELECTRONIC SIGNATURES, PURSUANT TO THE CALIFORNIA UNIFORM ELECTRONIC TRANSACTIONS ACT (CAL. CIV. CODE §§ 1633.1 TO 1633.17) AS AMENDED FROM TIME TO TIME.

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.



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Purchase
Contract # **8177**

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Print Name: Amy Delp

Title: Director of Sales

Signature: *Amy Delp*




Date: 11/1/2023

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.

OLIVER PACKAGING & EQUIPMENT COMPANY**EXHIBIT A****2023 PACKAGING PRICE LIST****Speedseal Plant Fiber Trays***Price effective 2-1-23*

	Item Number	Description	Dimensions	Case Pack	336 Cases	168 Cases	96 Cases	32 Cases	16 Cases	8 Cases
	51451T	3-C Fiber 13.5/6/6 oz.	8.7 x 6.6 x 1.5"	800	\$208.67	\$216.54	\$221.78	\$232.28	\$265.08	\$280.84
	58103T	3-C Fiber 18/7/7 oz.	8.7 x 6.6 x 1.88"	800	\$229.65	\$236.21	\$244.08	\$253.27	\$287.39	\$304.46
	7230-6264T	2-C Fiber 18/9.5 oz.	8.7 x 6.6 x 1.5"	800	\$208.67	\$216.54	\$221.78	\$232.28	\$265.08	\$280.84
	7230-6262T	2-C Fiber 22/11 oz.	8.7 x 6.6 x 1.88"	800	\$229.65	\$236.21	\$244.08	\$253.27	\$287.39	\$304.46

Must order in increments of 8.

	Item Number	Description	Dimensions	Case Pack	60 Cases	40 Cases	20 Cases
	62034T	1-C Fiber 15 oz.	6.5 x 5 x 1.5"	810	\$ 192.57	\$ 202.75	\$ 216.78
	62017T	1-C Fiber 19 oz.	6.5 x 5 x 1.8"	810	\$131.35	\$135.18	\$155.57
	62018T	2-C Fiber 9.5/6 oz.	6.5 x 5 x 1.8"	810	\$131.35	\$135.18	\$155.57

Must order in increments of 20.

Shipping Policy:

Shipping paid by Oliver for orders of 8 or more cases. 48 contiguous states

Truckload pricing contact your Oliver representative.

Expedited shipping costs are billed to customer. Special handling charges may apply.

Lift Gate service and Inside Delivery are not available for orders over 168 cases.

Pricing is subject to change - Freight surcharge may apply.

Please reference Oliver's standard Terms and Conditions.









OLIVER PACKAGING & EQUIPMENT COMPANY

EXHIBIT A

Speedseal Compostable Plant Fiber Trays 2023 Packaging Price List

Price effective 2-1-23

	Item Number	Description	Dimensions	Case Pack	336 Cases	168 Cases	96 Cases	32 Cases	16 Cases	8 Cases
	62120TPL	1-C Compostable Fiber 28.75 oz.	8.7 x 6.6 x 1.5"	800	\$239.96	\$249.01	\$255.05	\$267.13	\$305.29	\$322.09
	62121TPL	1-C Compostable Fiber 37 oz.	8.7 x 6.6 x 1.88"	800	\$261.81	\$269.29	\$278.26	\$288.73	\$326.75	\$348.23
	51451TPL	3-C Compostable Fiber 13.5/6/6 oz.	8.7 x 6.6 x 1.5"	800	\$239.96	\$249.01	\$255.05	\$267.20	\$305.29	\$322.09
	58103TPL	3-C Compostable Fiber 18/7/7 oz.	8.7 x 6.6 x 1.88"	800	\$261.80	\$269.28	\$278.26	\$288.72	\$326.75	\$348.23
	7230-6264TPL	2-C Compostable Fiber 18/9.5 oz.	8.7 x 6.6 x 1.5"	800	\$239.95	\$249.01	\$255.05	\$267.20	\$305.29	\$322.09
	7230-6262TPL	2-C Compostable Fiber 22/11 oz.	8.7 x 6.6 x 1.88"	800	\$261.81	\$269.29	\$278.26	\$288.73	\$326.75	\$348.23

Must order in increments of 8.
Quantity break pricing applies per item

Shipping Policy:

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Truckload pricing contact your Oliver representative.

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OLIVER PACKAGING & EQUIPMENT COMPANY
EXHIBIT A



Speedseal Paper Trays
2023 Packaging Price List
Price effective 2-1-23

	Item Number	Desc.	Dimensions	Case Pack	Case/Pallet	Price/Case	1208-1308 Film	Cases/roll 1208/1308	1908 Film	Cases/roll 1908
	75693	1-C Paper 6.5 oz.	4.16 x 4.09 x 1.25"	2,250	24	\$192.91	62042* \$40.17	1.0	-	-
	75804	1-C Paper 10 oz.	4.75 x 4.75 x 1.41"	1,200	24	\$128.62	62043* \$43.07	1.9	-	-
	60722	1-C Paper 16 oz.	6.5 x 5 x 1.38"	900	24	\$136.49	62049 \$48.26	2.0	62044 \$26.68	1.8
	7230-6001	1-C Paper 37 oz.	8.78 x 6.75 x 1.63"	240	24	\$73.49	62098 \$86.62	10.0	62098 \$86.62	10.0
	75808	1-C Paper 32 oz.	7.94 x 6.06 x 1.75"	540	18	\$157.49	62052* \$56.11	3.0	62052* \$56.11	3.0
	75810	1-C Paper 22 oz.	6.57 x 5.19 x 1.88"	640	18	\$125.99	62049 \$48.26	3.0	62044 \$27.68	2.5

Order for 25 cases+ require 4 week lead time for items 75693, 75804, 60722, 7230-6001, 75808, and 75810
* These film rolls require a 1 week lead-time for orders up to 24 rolls; more than 24 rolls - 3 week lead-time.

Shipping Policy:

Shipping paid by Oliver for orders of 8 or more cases. 48 contiguous states
Expedited shipping costs are billed to customer. Special handling charges may apply.
Lift Gate service and Inside Delivery are not available for orders over 168 cases.
Pricing is subject to change - Freight surcharge may apply.
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OLIVER PACKAGING & EQUIPMENT COMPANY
EXHIBIT A



Speedseal Plastic Trays
2023 Packaging Price List
Price effective 2-1-23

	Item Number	Description	Dimensions	Case Pack	336 Cases	168 Cases	96 Cases	32 Cases	16 Cases	8 Cases
	7230-6100	3-C Plastic w/MP film 14.5/6.5/6.5 oz.	8.5 x 6.38 x 1.5"	600	\$181.90	\$190.51	\$197.20	\$201.02	\$229.06	\$244.35
	61229	3-C Plastic 14.5/6.5/6.5 oz.	8.5 x 6.38 x 1.5"	600	\$145.28	\$153.89	\$160.58	\$164.41	\$192.44	\$207.74
	7230-6101	3-C Plastic w/MP film 18/8/8 oz.	8.5 x 6.38 x 1.88"	560	\$188.27	\$194.65	\$198.47	\$203.57	\$229.06	\$244.36
	61230	3-C Plastic 18/8/8 oz.	8.5 x 6.38 x 1.88"	560	\$151.66	\$158.04	\$161.85	\$166.95	\$192.44	\$207.74
	61797	2-C Plastic 18/10 oz.	8.5 x 6.38 x 1.5"	600	\$145.29	\$153.89	\$160.58	\$164.41	\$192.44	\$207.74
	61798	2-C Plastic 23/12 oz.	8.5 x 6.38 x 1.88"	560	\$151.66	\$158.04	\$161.85	\$166.96	\$192.44	\$207.74

Must order in increments of 8.

	Item Number	Description	Dimensions	Case Pack	Cases/Pallet	Price/ Case	Film Price	Cases/ Roll
	61738	1-C Plastic 18.5 oz.	6.63 x 5.02 x 1.5"	704	12	\$189.44	62069 \$70.00	1.5
	60885	1-C Plastic 24.2 oz.	6.63" x 5.02" x 2.13"	680	12	\$208.38	62069 \$70.00	1.6
	60886	1-C Plastic 29 oz.	8.5 x 6.5 x 1.31"	368	12	\$144.26	62062 \$80.70	3
	60887	1-C Plastic 32 oz.	8.5 x 6.5 x 1.5"	368	12	\$144.26	62062 \$80.70	3
	60888	1-C Plastic 39 oz.	8.5 x 6.5 x 1.87"	368	12	\$176.32	62062 \$80.70	3
	60889	1-C Plastic 46 oz.	8.5 x 6.5 x 2.12"	384	12	\$183.60	62062 \$80.70	3
	61625	1-C Plastic 4.1 oz.	3.6 x 1.38"	1440	18	\$169.42	62064 \$113.85	1.5
	61633	1-C Plastic 18.5 oz.	6.25 x 1.75"	500	18	\$126.32	62067 \$61.33	2
	62129	1-C Plastic 22 oz.	6.25 x 2"	460	18	\$133.40	62067 \$61.33	2
	60466	1-C Plastic 32 oz.	8.5 x 6.44 x 1.57"	660	10	299.66	62062 \$80.70	1.6

Orders require 4 week lead time

All film rolls above require a 1 week lead-time for orders up to 24 rolls; more than 24 rolls - 3 week lead-time.

Shipping Policy:

Shipping paid by Oliver for orders of 8 or more cases. 48 contiguous states

Truckload pricing contact your Oliver representative.

Expedited shipping costs are billed to customer. Special handling charges may apply.

Lift Gate service and Inside Delivery are not available for orders over 168 cases.

Pricing is subject to change - Freight surcharge may apply. Please reference Oliver's standard Terms and Conditions.





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OLIVER PACKAGING & EQUIPMENT COMPANY
EXHIBIT A



Speedseal Cups
2023 Price List
Price effective 2-1-23

	Item Number	Description	Dimensions	Case Pack	45 Cases	30 Cases	15 Cases
	62111	1-C 4 oz. Portion Cup	Top width: 3" Depth: 2"	1,320	\$91.24	\$95.63	\$103.74
	62112	1-C 6 oz. Portion Cup	Top width: 3" Depth: 3"	1,200	\$99.81	\$103.30	\$112.00
	58792	Portion cup film for 1208/1308 machine	1 roll will cover 2,940 portion cups	1 RO	\$68.24 per roll		
	58793	Portion cup film for 1908 machine	1 roll will cover 5,880 portion cups	1 RO	\$136.49 per roll		

	Item Number	Description	Dimensions	Case Pack	36 Cases	24 Cases	12 Cases	6 Cases
	61623	1-C 8 oz. Soup Cup	Top width: 3.75" Depth: 2.0"	1,000	\$174.70	\$178.54	\$183.62	\$188.73
	61218	Vented Paper Lid	1 case of lids will cover 1 case of 61623 cups	1,000	\$135.18 per case			
	77764	Film for soup cup	1 roll will cover 2 cases of 61623 cups	1 RO	\$98.42 per roll			

Order quantities of 25 cases or more require 4 week lead time.

All film rolls above are same or next day lead-time for up to 24 rolls; more than 24 rolls - 3 week lead-time

Shipping Policy:

Shipping paid by Oliver for orders of 8 or more cases. 48 contiguous states

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Lift Gate service and Inside Delivery are not available for orders over 168 cases.

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OLIVER PACKAGING & EQUIPMENT COMPANY
EXHIBIT A



Speedseal Cold Lunch Trays
2023 Packaging Price List
Price effective 2-1-2023

	Item Number	Description	Dimensions	Case Pack	36 Cases	24 Cases	16 Cases	8 Cases	Film/Price	Cases/ Roll
	61622	1-C Cold Tray 67.6 oz	8.5 x 6.25 x 3.25"	800	\$264.94	\$271.57	\$279.51	\$287.47	62074 \$88.71	1.4
	60866	Sandwich Wedge Tray	6.5 x 3.5 x 3"	1,008	\$139.09	\$144.40	\$149.69	\$156.32	58793 (1308) \$136.49 ----- 62079 (1908) \$173.91	58793 - 2.5 ----- 62079 - 1.5

	Item Number	Description	Dimensions	Case Pack	Price per Case	Film/Price			Cases/ Roll
	61911	1-C SLT 19.6 oz	6.5 x 5 x 1.56"	1,000	\$91.96	58793	\$136.49	(1308)	1.75 ----- 1.5
	61912	2-C SLT Ham 11.3/6.7 oz	6.5 x 5 x 1.56"	1,000	\$91.96	58793	\$136.49	(1308)	1.75 ----- 1.5
	61927	2-C SLT Nacho 14.9/4 oz	6.5 x 5 x 1.56"	1,000	\$91.96	58793	\$136.49	(1308)	1.75 ----- 1.5
	61926	3-C SLT 9.5/4.2/4.2 oz	6.5 x 5 x 1.56"	1,000	\$91.96	58793	\$136.49	(1308)	1.75 ----- 1.5
	62131	4-C Bento Box 30 oz. - 7.38 oz/each	6.15 x 6.15 x 2.44"	500	\$175.00	62136	\$ 84.23	(1308)	3.25 ----- 8.9
	62141	1-C 8 oz. Portion	4.47 x 4.47 x 1.5"	825	\$82.50	62139	\$ 59.43	(1308)	2.75 ----- 7.5
	62132	1-C 12 oz Portion	4.47 x 4.47 x 2.17"	825	\$99.00	62139	\$ 59.43	(1308)	2.75 ----- 7.5

Items 61911, 61912, 61927, 61926, 62131, 62141, 62132 require 4 week lead time

Shipping Policy:

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OLIVER PACKAGING & EQUIPMENT COMPANY
EXHIBIT A



Speedseal Lidding
2023 Packaging Price List
Price effective 2-1-23



Item Number	Description	Price / Roll
62098*	Standard film for 3-compartment trays for 1208/1308/1908	\$86.62
62099*	Microperf film for 3-compartment trays for 1208/1308/1908	\$149.61
62044	Standard film for 6.5 x 5" paper trays for 1908 machine	\$26.68
62049	Standard film for 6.5 x 5" paper trays for 1208/1308 machine	\$48.26

The above films are available in any quantity with a same or next day lead time

78432	"Reheating Instructions" printed film for 3-compartment trays for 1208/1308/1908*	\$66.93
78448	Microperf "Reheating Instructions" printed film for 3-compartment trays for 1208/1308/1908*	\$83.99
58792	Portion cup film for 1208/1308 machine	\$68.24
58793	Portion cup film for 1908 machine, sandwich wedge and cold SLT tray film for 1208/1308	\$136.49
77764	Film for 8 oz. soup cup for 1208/1308/1808	\$98.42
62074	1 comp clear cold lunch tray film for 1208/1308/1908	\$88.71
62076	3 comp cold lunch tray film for 1208/1308/1908	\$97.08

*The above films are available same or next day lead-time up to 24 rolls.
Orders of 25+ rolls require 3 week lead-time.*

62084	Microperf film 75 gauge for 1208/1308/1908	\$93.45
62054	Microperf film for 6.5 x 5" paper trays for 1908 machine	\$73.77
62056	Microperf film for 6.5 x 5" paper trays for 1208/1308 machine	\$64.82
62079	Sandwich Wedge Film for the 1908 machine	\$173.91
62075	Cold SLT tray film for 1808/1908 (1 roll/1.5 cases trays)	\$71.68

*The above films require a 1 week lead-time for orders up to 24 rolls.
Orders of 25+ rolls require a 3 week lead time.*

*Available in a 2 or 8 roll case pack

Expedited shipping costs are billed to customer. Special handling charges may apply.
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OLIVER PACKAGING & EQUIPMENT COMPANY
EXHIBIT A



Speedseal Accessories
2023 Packaging Price List
Price effective 2-1-23

	Item Number	Description	Price
	60630	Small Standard Meal Mover	\$56.95
	61793	Medium Standard Meal Mover	\$69.33
	60641	Large Standard Meal Mover	\$81.71

Shipping Policy: Prepaid freight not included with these products.

	Item Number	Description	Price
	61997	Microcore Flex Pack 5" x 7"	\$13.12
	61935	Microcore Flex Pack 8" x 12"	\$14.37
	61933	Oventech Rigid Pack	\$54.47
	61932	Electric Lava Pack	\$145.60

	Item Number	Description	Price
	0311	Bagger & Tape Sealer	\$425.89
	61190	Tape Sealer	\$52.52
	72775	Blue Sealing Tape	\$7.17
	61800	White Sealing Tape	\$7.17
	61801	Green Sealing Tape	\$7.17
	61803	Red Sealing Tape	\$7.17

*Each roll of tape seals 3,200 bags

	Item Number	Description	Price for 1-4	Price for 5-9	Price for 10+
	72774	6 x 8.75" bags (5,000/box)	\$132.40	\$125.30	\$113.90
	75681	7 x 8" bags (5,000/box)	\$179.40	\$168.00	\$152.54
	7201-7000	7.5 x 11" bags (5,000/box)	\$215.00	\$196.47	\$174.32
	78824	10 x 15" bags (3,000/box)	\$179.40	\$165.15	\$162.06

	Item Number	Desc.	Price
	6804-0202	Space Saver Cart	\$152.29

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OLIVER PACKAGING & EQUIPMENT COMPANY
EXHIBIT A



Speedseal Countertop Labeler
2023 Packaging Price List
Price effective 2-1-23

Equipment Leasing Program

List Price	Labels/day	50-99	100-149	150-199	200-249	250-299	300+
\$2,701.35	One time rental fee:	\$825	\$550	\$275	\$110	\$55	\$0

\$100 Shipping & Handling fee assessed per labeler within Continental US

*Labeler leasing program available to nonprofit organizations only. Contact Regional Manager for purchase price.

Price/Printed Label*

Model 9906

Model ADTP2

Part Number	Label Size	Labels/Case	1-4 Cases	5-8 Cases	9+ Cases	1-4 Cases	5-8 Cases	9+ Cases
61155	2" x 2"	23,560	\$0.027	\$0.024	\$0.021	\$0.029	\$0.026	\$0.024
61050	3" x 2"	8,328	\$0.045	\$0.040	\$0.036	\$0.046	\$0.042	\$0.037
61051	4" x 2"	11,600	\$0.039	\$0.036	\$0.032	\$0.041	\$0.037	\$0.034
61052	3" x 3"	5,664	\$0.054	\$0.049	\$0.045	\$0.055	\$0.051	\$0.047
61053	4" x 3"	7,600	\$0.048	\$0.044	\$0.040	\$0.050	\$0.047	\$0.042
61054	4" x 4"	4,290	\$0.064	\$0.059	\$0.055	\$0.064	\$0.059	\$0.055

*System requires ribbon and labels. See below for individual pricing.

Ribbon Price

Part Number	Ribbon Width	Price/Roll
Model 9906		
61222	2"	\$56.43
61162	3"	\$64.31
61161	4"	\$72.17
Model ADTP2		
62022	3.3"	\$74.21
62021	4.3"	\$85.35



Model 9906



Model ADTP2

Label Price

Part Number	Label Size	Labels/Case	# of Ribbon Needed/Case	1-4 Cases	5-8 Cases	9+ Cases
61155	2" x 2"	23,560	2.8	\$467.20	\$408.15	\$347.78
61050	3" x 2"	8,328	1.0	\$308.40	\$272.96	\$236.22
61051	4" x 2"	11,600	1.4	\$355.65	\$312.34	\$270.35
61052	3" x 3"	5,664	1.0	\$238.85	\$215.23	\$191.60
61053	4" x 3"	7,600	1.3	\$270.34	\$242.79	\$209.98
61054	4" x 4"	4,290	1.0	\$187.66	\$169.30	\$149.61

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OLIVER PACKAGING & EQUIPMENT COMPANY
EXHIBIT B
TERMS AND CONDITIONS OF SALE OF PRODUCTS BY OLIVER
PACKAGING AND EQUIPMENT COMPANY



TERMS AND CONDITIONS OF SALE OF PRODUCTS BY OLIVER PACKAGING AND EQUIPMENT
COMPANY

1. **Applicability.** The following Terms and Conditions ("Terms") are applicable to all sales by Oliver Packaging and Equipment Company ("Oliver") to the purchaser specified in the order ("Purchaser") and are the only conditions applicable to the sale of Oliver's products ("Products"), except conditions relating to price, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, and the description and specification of the Products, together with other written conditions which may be mutually agreed upon by the parties. Oliver shall not be deemed to have waived any of these Terms if it fails to object to provisions appearing, or incorporated by reference in, or attached to Purchaser's purchase order or other purchase documents.
2. **Acceptance.** Oliver's offer to sell Products to Purchaser is expressly conditioned upon Purchaser's acceptance of these Terms. Oliver expressly rejects and objects to all new, different, or additional terms submitted by Purchaser in Purchaser's purchase order or other purchase documents. Oliver's acceptance of any orders for Products will not constitute acceptance of any terms or conditions contained therein.
3. **Payment Terms.** Unless otherwise stated in Oliver's quotations, payment in full of the price is due thirty (30) days after shipment at Oliver Packaging and Equipment Company, PO BOX 8506, Carol Stream, IL 60197-8506, U.S.A., without discount. Any payment not made when due shall accrue a finance charge of 1 1/2% per month.
4. **Warranty and Disclaimer.** Oliver warrants its Products to be free from defects in material and workmanship in all material respects for a period of one (1) year from date of shipment by Oliver. THESE WARRANTIES BY OLIVER ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. OLIVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Exclusive Remedy.** OLIVER'S LIABILITY TO PURCHASER AND PURCHASER'S REMEDY FOR A BREACH BY OLIVER OF ANY OF THE PRODUCT WARRANTIES IS LIMITED, IN OLIVER'S DISCRETION, TO EITHER THE REPLACEMENT OF THE DEFECTIVE PRODUCTS RETURNED TO OLIVER OR TO A REFUND OF THE PURCHASE PRICE OF THE DEFECTIVE PRODUCTS (OR, IF NOT PAID, TO A CREDIT IN THE AMOUNT OF THE PURCHASE PRICE). IN NO EVENT SHALL OLIVER BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.
6. **Shipment.** Unless otherwise agreed in writing, all Product sales are F.O.B. Oliver's place of shipment. Oliver shall have no liability for delays, damage, or delivery failures occurring after the Product is delivered to the carrier. Purchaser is solely liable for detention and demurrage charges assessed at the destination. Product shortages and visibly damaged or defective Products must be reported to Oliver within 10 days of delivery. Purchaser may not withhold payment on uncontested product deliveries.
7. **Installments.** Oliver reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries.
8. **Cancellation.** No order accepted by Oliver may be cancelled or altered by Purchaser except upon terms and conditions acceptable to Oliver as evidenced by written consent signed by duly authorized personnel of Oliver.

**OLIVER PACKAGING & EQUIPMENT COMPANY
EXHIBIT B**

9. **Equipment.** If this purchase involves equipment or machinery,

(a) Oliver shall have the right to make design or engineering changes in its parts, equipment, processes, and methods of manufacture, but shall make no change in operational or dimensional specifications submitted by Purchaser without Purchaser's prior written approval, and

(b) Purchaser shall install and operate the Product properly and according to Oliver's operating instructions and will not remove any safety devices, warnings, or operating instructions placed on the Product by Oliver.

10. **Indemnity.** If this purchase involves labels or packaging, Purchaser agrees to defend, indemnify, and hold harmless Oliver against any and all liability of any nature and any loss, damage, cost, or expense, including attorney's fees, arising out of any claim of infringement of any patent, trademark, or copyright arising out of this transaction.

11. **Returns.** Product returns will not be accepted without prior written approval of Oliver and a return authorization number issued by Oliver.

12. **Taxes.** Prices quoted are exclusive of all taxes. Purchaser shall pay to Oliver, in addition to the purchase price, the amount of all fees, duties, licenses, and all sales, use, privilege, occupation, excise, or other taxes, federal, state, local, or foreign which Oliver is required to pay or collect in connection with furnishing Products to Purchaser.

13. **Force Majeure.** Except for the obligation to make payments to the other party (which shall not be deferred or extended for any reason), neither party shall be responsible for any failure to perform or delay in performing if such failure or delay is due to any strike, riot, civil commotion, sabotage, embargo, war or act of God or other cause beyond its reasonable control. In addition, Oliver shall not be responsible for any failure to perform or delay in performing due to inability to obtain deliveries of necessary raw materials or packaging components where such inability is caused by a supplier to Oliver.

14. **Modification.** These Terms may be modified only by a writing signed by an authorized representative of Oliver.

15. **Claims.** In the event that there are clerical errors or other claims involving Products discovered after completion of a sale of Products, the party discovering the error shall promptly notify the other party. The parties agree that any claim or action arising out of or related to Products or to any sale transaction between Oliver and Purchaser, will be brought within one (1) year after the cause of action has accrued or be deemed waived.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan without regard to any conflict of law or choice of law rules or provisions.

3236 Wilson Drive NW, Walker, MI 49534
800-253-3893 | www.oliverquality.com

**Oliver Packaging & Equipment Company
Exhibit C
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/1/2023

Date

Oliver Packaging & Equipment

Type or write name of company

Amy Delp

Signature of authorized individual

Amy Delp

Type or write name of authorized individual