

Obsolescence Agreement

Trade-in Obsolete Parts Service

FRANKLIN COUNTY (hereafter referred to as "Customer") agrees with Sid Tool Co., Inc., a New York corporation d/b/a MSC Industrial Supply Co., whose address is 525 Harbour Place Drive, Davidson, NC 28036 (hereafter referred to as "Seller") to properly discard or otherwise dispose of the attached list of obsolete parts (hereafter referred to as the "Obsolete Parts") in return for credit in the amount of \$ 15000.00. This credit amount is established by Seller based on an estimate of the current value of the Obsolete Parts and is subject to verification and approval by Seller's corporate office. This Agreement shall not be valid until accepted and signed by an authorized representative of Seller. The credit is to be applied against our future purchases from Seller at the rate and conditions set forth below. This Agreement relates to Seller's line of business f/k/a Class C Solutions Group and excludes any other present or future Seller line of business or business unit, subsidiary or affiliate.

Rate:

The Rate is 5%

\$.05 will be deducted for every \$1.00 in purchases on subsequent invoices until the total credit amount stated on this Agreement has been applied.

Conditions:

Current value is defined as: The monetary value utilizing contemporary, equitable, industry standard prices as determined by Seller.

- Cash may not be substituted for the issuance of credit.
- **The Obsolete Parts cannot be chemicals, aerosols, liquids or gases or other hazardous materials.**
- The Obsolete Parts must be Class C maintenance and repair consumables.
- The Obsolete Parts must be discarded or disposed of by the Customer within 30 days from the signing of this Agreement. Customer agrees that it shall not use any of the Obsolete Parts in the normal course of business after this Agreement is signed. Seller shall have no obligation to remove any of the Obsolete Parts from Customer's premises.
- Customer affirms that it shall discard or dispose of the Obsolete Parts in a manner compliant with local, state and federal law, and Seller shall have no liability for the disposal of the Obsolete Parts in a manner inconsistent with such laws.
- Seller shall verify, approve and issue in its sole discretion, the total credit of the Obsolete Parts.
- Seller shall issue and apply the credit for the Obsolete Parts. Customer does not have the right to withhold payment or short pay invoices.
- Customer agrees to abide by the Seller Terms and Conditions located at <https://classc.mscdirect.com/terms-and-conditions.html>

Customer Information

Customer Corporate Name FRANKLIN COUNTY

Representative's Signature _____

Representative's Name (Printed) _____

Title _____

Date _____

Bill To Account # / Address 398389 0001

FRANKLIN COUNTY
1939 S ELM ST

OTTAWA, KS 66067

Ship To Account # / Address 398389 0001

FRANKLIN COUNTY

1939 S E ELM

OTTAWA, KS 66067

Sid Tool Co., Inc.

Sales Rep's Signature _____

Sales Rep's Name (Printed) _____

Title / Sales # _____

Date _____

For Seller corporate use only

Verified & Authorized by _____

Title _____

Date _____