# **ILLUMINATION LIGHTING**



2300 Victoria St, Lachine, QC H8S 1Z3 Tel: (514)634-7200 Fax: (514)637-3839

GST #860864552RT001 QST #1202852641TQ001

\*\* SALES ORDER \*\*

**Bronco Billy's Hotel & Casino** 

Attention:

BILL TO:

Pam Gates 337-274-7046

 Order No.
 Order Date

 205049
 June 1, 2022

Pam Gates Pam Gates, as Agent for FHR Colorado.LLC Camryn Reeves Buehler / Fry-Wagner

233 E Bennet Avenue, P.O. Box 590 Cripple Creek, 80813, USA 16456 E. Airport Circle Aurora, 80011, USA

Customer No.	Terms	Ship Via	F.O.B Point
CCC-1007	50% deposit upon receipt of invoice, balance prior to delivery	14 weeks - to be confirmed upon all pertinent approvals	F.O.B. Montreal, Our plant - Freight not included
Ordered By	Sales Rep	Order Date	Illumination No.
Pam Gates	Leslie Caroll (yeslescarroll@gmail.com)	June 1, 2022	205049

SHIP TO:

## Item(s)

Item No.	Qty Ordered	Description	Unit Price	Amount
D-8621-01 / HL-200	128	D-8621-01 / HL-200 Material: Metal & white linen & perforated metal diffusers on top & bottom Finish: Painted matte black & satin brass plated accents Size: W17.5 x D24 x H48" Light: 2 @ 10 watts LED, E26, 2700K, 120 V, bulbs not included	110.00	14080.00
D-8621-02 / HL-201	317	D-8621-02 / HL-201 Material: Metal & white linen & perforated metal diffusers on top & bottom Finish: painted matte black & satin brass plated accents Size: W14.5 x D18 x H22" Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included	44.00	13948.00
D-8621-04 / LI-201	192	D-8621-04 / LI-201 Material: Metal & faux leather Finish: Plated satin brass & faux leather Size: W16 x D15 x H22" Light: 2 @ 10 watts LED, E26, 2700K, 120 V, bulbs not included	78.00	14976.00
D-8621-04 / LI-201 ***TOOLING**	1	D-8621-04 / LI-201 ***TOOLING***	480.00	480.00

D-8621-05 / LI-200	466	D-8621-05 / LI-200 Material: Metal Finish: Painted matte black Size: W2-5/8 x D2-3/4 x H6-5/8" Light: 1pc 1W LED high output warm white 2700K or 3000K, 120 V	42.00	19572.00
D-8621-06 / HL-300	24	D-8621-06 / HL-300 Material: Metal & linen shade & white acrylic at bottom Finish: Plated satin brass & black linen shade & white acrylic Size: W15 x D18 x H28" Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included	89.00	2136.00
D-8621-07 / HL-301/HL-40	6 111	D-8621-07 / HL-301/HL-406 Material: Metal & glass Finish: Plated brushed brass & opal white blown glass Size: W5 x D4.5 x H15" Light: 2 @ 5 watts LED, G9, 2700K, 120 V, bulbs not included	48.00	5328.00
D-8621-08 / LI-202	84	D-8621-08 / LI-202 Material: Metal & glass Finish: Plated brass & opal white glass Size: W6 x D17 x H39.5-47.5" Light: 1 @ 5 watts LED, T-10, E26, 2700K, 120 V, bulb not included	96.00	8064.00
D-8621-08 / LI-202 ***TOOLING**	1	D-8621-08 / LI-202 ***TOOLING***	100.00	100.00
D-8621-09 / LI-202A	8	D-8621-09 / LI-202A Material: Metal Finish: Plated satin brass & light antique Size: W6 x D10 x H32-50" Light: 1 @ 5 watts LED, T-10, E26, 2700K, 120 V, bulb not included	219.00	1752.00
D-8621-10 / LI-300	30	D-8621-10 / LI-300 Material: Metal & resin & off white cotton shade Finish: Painted resin body& plated accent Size: 18"Ø x H30"H Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included	110.00	3300.00
D-8621-11 / LI-300A	6	D-8621-11 / LI-300A Material: Metal & resin & off white cotton shade Finish: Painted resin body& plated accent Size: 18"Ø x 30"H Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included	110.00	660.00
D-8621-12 / LI-203	4	D-8621-12 / LI-203 Material: Metal & aluminum & off white cotton shade Finish: Painted body& plated accent Size: Dia18 x H30" Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included	110.00	440.00
D-8621-13 / LI-204	19	D-8621-13 / LI-204 Material: Metal & off white linen shade Finish: Painted black & plated brass Size: Dia19.5 x H63.5" Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included	194.00	3686.00
D-8621-14 / LI-301	20	D-8621-14 / LI-301 Material: Metal & wood & white linen shade Finish: plated soft brass & paint ebony wood & white linen shade Size: 18"Ø x 64.75"H Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included	176.00	3520.00
D-8621-15 / LI-301A	8	D-8621-15 / LI-301A Material: Metal & off white linen shade Finish: Painted black & plated brass accents Size: Dia19.5 x H63.5" Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included	194.00	1552.00
D-8621-16 / LI-302	22	D-8621-16 / LI-302 Material: Metal & acrylic Finish: Plated brass & satin opal white glass or acrylic Size: W6 x D17 x H39.5-47.5" Light: 1 @ 5 watts LED, T-10, E26, 2700K, 120 V, bulb not included	129.00	2838.00
D-8621-16 / LI-302 ***TOOLING**	1	D-8621-16 / LI-302 ***TOOLING****	100.00	100.00

		D-8621-17 / LI-302A Material: Metal Finish: Plated sa	tin broon 9		
D-8621-17 / LI-302A	4	light antique Size: W6 x D10 x H32-50" Light: 1 @ 5 v T-10, E26, 2700K, 120 V, bulb not included	277.00	1108.00	
D-8621-18 / LI-303	37	D-8621-18 / LI-303 Material: Metal & glass Finish: Plated gold & transparent glass Size: 14"Ø x 24"OAH Light: 1pc 25W 2700K AC LED, 120 V, wattage (TBD)		118.00	4366.00
D-8621-19 / LI-305	8	D-8621-19 / LI-305 Material: Metal & linen shade Finish: plated antique brass & painted black & off-white linen shade Size: 21"Ø x 21" x 64-1/2"H Light: 2 @ 10 watts LED, E26, 2700K, 120 V, bulbs not included		169.00	1352.00
D-8621-20 / LI-306	44	D-8621-20 / LI-306 Material: Metal & linen shade & white acrylic at bottom Finish: Plated satin brass & black linen shade & white acrylic Size: W15 x D18 x H28" Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included		92.00	4048.00
D-8621-21 / LI-205	132	D-8621-21 / LI-205 Material: Metal & white linen & perforated metal diffusers on top & bottom Finish: Painted matte black & satin brass plated accents Size: W14.5 x D18 x H22" Light: 1 @ 10 watts LED, E26, 2700K, 120 V, bulb not included		0.00	0
Subtotal			\$107406.00		
Tariffs			\$14504.07		
		Taxes	\$0.00		\$0.00
Total			\$121910.07 USD		

#### MANUFACTURERS SPECIFIC TERMS AND CONDITIONS:

- 1. Limited Warranty and Limitation of Liability
- (a) We warrant that the Goods conform to the published specifications, which you have communicated to us. We shall have no liability towards Buyer beyond the express terms of this warranty.
- (b) In the event that the Goods should not conform to your specifications, we will decide, in our own discretion, to repair or replace the Goods or to refund or reduce the price paid for the Goods in question. Our liability for all claims shall not, in any event, exceed the sum of Buyer's payments for the Goods in question and the foregoing is Buyer's sole and exclusive remedy for all claims with respect to such Goods and all other remedies are hereby excluded, including any potential right of cancellation by Buyer.
- (c) The warranty provided herein shall be valid for a maximum period of twelve (12) months following delivery of Goods. The warranty is neither transferable nor assignable by Buyer and shall become null and void upon the transfer of the Goods to a different location or to a third party.
- (d) BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND WE SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING

WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND / OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF

DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION

OR LOSS OF CUSTOMERS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM US FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE GOODS GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. WE SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS

FROM ANY CLAIMS BASED ON OUR COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN US, OR

USE IN COMBINATION WITH OTHER GOODS.

#### 2. Product Liability

- (a) Buyer expressly acknowledges that the nature of Goods is known to it, including any potential danger or risk associated with Goods. Buyer acknowledges that the information, warnings and notices given with respect to Goods are sufficient to fully understand such danger and risks and undertakes to forward such information upon resale of Goods and products into which Goods are assembled with or integrated into. Buyer undertakes to impose the same obligation on its buyers in order to ensure such information is transmitted down the contractual chain.
- (b) Failure to comply with the above obligation shall entail full and complete liability unto Buyer for all losses and damages that may arise from such failure, whether directly or indirectly, and notwithstanding nature of loss or damage and notwithstanding identity or relation, or lack thereof with claimant. Buyer shall, defend, indemnify and hold us harmless of all claims, demands, recourses, actions and legal proceedings that may be introduced against us due to such failure, and for all losses and damages that we may suffer as a consequence thereof.

### 3. Copyright and Trademark

- (a) All proposals, specifications and technical drawings have been prepared by the Buyer or a third party and the Buyer therefore acknowledges that we bear no liability whatsoever.
- (b) Buyer shall defend, indemnify and hold us harmless against all losses, claims, demands, recourses, actions, legal proceedings, expenses and liabilities of any nature arising from alleged infringement of copyright or trademark or any other intellectual property right with regards to the Goods.

#### 4. Patents

The Buyer acknowledges that we manufactured the Goods based on the design and/or specifications which were provided to us by the Buyer. If a suit or claim is brought against us alleging that the manufacture or sale of Goods sold hereunder infringes any patent which results of a design, incorporating a design or modification of the Goods at Buyer's request, then the Buyer will defend, indemnify and hold us harmless against any all losses, claims, demands, recourses, actions, legal proceedings, expenses and liabilities of any nature arising from such infringement.

## 5. Applicable law and jurisdiction

These terms and conditions are governed by the laws of the Province of Québec and the federal laws applicable therein save and except to the extent that local provincial laws governing security interests and rights of repossession may apply to Goods delivered outside of Quebec. Any dispute with respect thereto shall be submitted to the courts in the judicial district of Montréal, Province of Québec and the parties submit to the jurisdiction of the courts in that judicial district as the exclusive venue for the adjudication of any and all disputes here under and waive any claim of forum non conviens. If any dispute falls under the jurisdiction of the Federal Court of Canada, then the parties agree to submit the dispute to the exclusive jurisdiction of the Federal Court sitting in the judicial district of Montréal, Province of Québec.

The Buyer acknowledges that he has read, understands and accepts these terms and conditions of sale. Furthermore, the Buyer providing us with the deposit, serves as an acknowledgement of its acceptance of these terms and conditions.