



Banner Iron Works

1920 SOUTH KINGSHIGHWAY SAINT LOUIS, MO. 63110

(314) 771-2300

Mailing Address:
P.O. BOX 14804
ST. LOUIS, MO. 63178

October 10, 1980

Mr. Chris Kelleher
LEGAL DEPARTMENT
UNION ELECTRIC COMPANY
P.O. Box 149
St. Louis, MO 63116

THE CONDITIONS OF SALE PRINTED ON THE REVERSE SIDE OF THIS SHEET CONSTITUTE A PART OF ALL QUOTATIONS, CONTRACTS, AGREEMENTS AND ORDERS ACCEPTED BY US

Dear Mr. Kelleher:

RE: Your Verbal Inquiry
Our File FV #829

We are pleased to quote as follows:

<u>Item</u>	<u>Pattern No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Price Ea.</u>	<u>Patt. Price</u>
1	231	University Post	8-10	\$1204.00	\$9000.00
2	48	Arm	8-10	\$8.70	360.00
3	49	Flame	8-10	16.00	120.00
4	49A	Flame	8-10	16.00	120.00

The above prices are based on the use of the following equipments:

Item 1: One (1) new plastic 1/2 pattern molded from an existing post which would need to be in good condition and 1/2 core box.

Item 2: The existing pattern would be mounted and gated on 3' x 3' cope and drag boards.

Item 3 & 4: The existing patterns would be mounted and gated on wood squeezer boards.

The above prices are F.O. B. St. Louis, MO and are subject to the addition of any Federal, State or other tax imposed by any present or future law upon the sale of this material.

Terms of payment shall be net cash, payable within thirty (30) days from date of invoice.

Company Exhibit No. 7
Set 110-121-80 Price No. ER-80-190
Reporter Williams

Very truly yours,

BANNER IRON WORKS

Robert D. Oberto
Robert D. Oberto
Sales Engineer

STEEL FABRICATIONS / GRAY IRON, MEEHANITE AND DUCTILE CASTINGS
RDO:am

TERMS AND CONDITIONS OF SALE

All quotations are made and all castings are sold upon the following terms and conditions:

1. Unless otherwise agreed, quotations must be accepted and patterns furnished the foundry within thirty (30) days from date of quotation.

2. All castings are sold as unmachined castings, with heads, gates, fins and similar extraneous metal removed, f.o.b., cars, foundry point. Terms—thirty (30) days net, from invoice date, unless otherwise stated.

3. Claims for error in weight or number must be made within ten (10) days after the receipt of castings.

4. Foundry is responsible for the replacement of castings rejected due to foundry defects and such castings must be reported and returned to the foundry within ninety (90) days after their receipt. Foundry is not responsible for machine work, welding, labor charges or other losses or damages caused by defective castings unless otherwise agreed in writing.

5. Foundry is not responsible for loss of or damage to patterns by fire or other casualties beyond its control.

6. Foundry shall not be liable for damages for failure to deliver as a result of fire, strikes, differences with employees, accidents or other causes beyond its control.

7. Master patterns submitted for estimating purposes should be marked with rough casting weight, if for pattern in addition weight upon which quotation will be based. A detailed description of the pattern equipment should be furnished.

8. When quotations involve the making of piece prices, definite weights shall be established and agreed upon, and quotations shall be subject to revision on any variation from the established weights.

9. Unless otherwise specified by the foundry, quotations are based on castings with gates, fins and other projections removed to approximately the contour of the pattern.

10. No order shall be charged unless notice of revision is made and accepted in writing before work is in progress. If work is in process, customer is to be charged for any castings made as well as cost of cores, molds or equipment discarded because of such changes.

11. Cancellations of orders are to be made only by mutual consent of buyer and seller.

12. Unless otherwise stipulated, the customer shall accept an overrun of ten percent above quantities specified on order. However, the foundry is to make an effort at all times to furnish as near the exact quantity specified as operating conditions will permit.

13. If customer requires special production service to secure unusual deliveries, an extra charge shall be made.

14. Customer must supply pattern and core box equipment in condition to produce economically the quality and quantity of castings required.

15. An extra charge will be made if patterns require stopping off or if skeleton or sweep pattern equipment is furnished.

16. Foundry is not responsible for variations existing between blue prints and pattern and core box equipment supplied by customer. If requested by customer, foundry will check patterns and core box equipment with blueprints at customer's expense, unless otherwise agreed to by the foundry.

17. All patterns, core boxes and loose piece patterns should be marked properly for identification.

18. Follow boards, core drivers and similar devices when required, are to be furnished by customer.

19. Repairs and changes to patterns by customer's orders will be made at expense of customer.

20. All transport, drayage, boxing and crating charges on patterns, both to and from the foundry, shall be charged to customer.

21. Patterns, if not otherwise provided by foundry for active patterns only. Patterns not in use for a period of six months may be returned to the owner or will be subject to storage charges.