



172 Prospect Hill Road
Brewster, NY 10509
p: (914) 949-2000
peckham.com

QUOTATION

Quote #: 28694
Date: 07/06/2026

Job Description: Winter Stone Material

*** QUOTE IS ONLY VALID FOR 30 DAYS FROM QUOTE DATE ***

Quote Date: 07/06/2026

Version Number: 1

Quote Expiration: 08/05/2026

Project Location:

Asphalt Index Type:

Asphalt Base Price:

Salesman Information

Name: Dan Dearstyne

Phone:

Email: ddear@peckham.com

Prices Valid: 07/06/2026 - 04/30/2027

Selling Company(s): William E Dailey

Customer: Town of Arlington (Id: 104395)

PO Box 268

Arlington, VT, 05250

Project Contact Name: Mark Robinson

Project Phone No:

Project Contact Email: markjrobinson757@gmail.com

Job No:

P.O. No: Winter Stone 27

Property Owner

Name:

Street:

City, State, Zip:

QTY	UOM	Product Desc./DOT Code Plant	Unit Price FOB	Delivered	Extended Total FOB	Delivered
1,500	Tons	1436 · WINTER SAND 33 - Shaftsbury Quarry	\$12.50	-	\$18,750.00	-
1,500	Tons	1316 · #1ST 3/8 INCH 33 - Shaftsbury Quarry	\$17.50	-	\$26,250.00	-
1	Hour	3611 · Tri-Axle Truck Rental 33 - Shaftsbury Quarry	\$184.25	-	\$184.25	-
1,000	Tons	1362 · #1 WASHED STN 1/2 33 - Shaftsbury Quarry	\$19.50	-	\$19,500.00	-

Total \$64,684.25 \$0.00

Total including tax \$69,858.99 \$0.00

Salesperson Signature: _____

Name: _____ Date: _____

Customer Signature: _____

Name: _____ Date: _____

Tap a button below to respond to this quote:

ACCEPT QUOTE

DECLINE QUOTE

PECKHAM INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS OF SALE

1. **APPLICABILITY:** All sales of product by the following companies, Peckham Asphalt Resale Corp., Peckham Materials Corp., Ballast Star Corp., Putnam Materials Corp., Wingdale Materials, LLC, Byram Concrete & Supply LLC, William E. Dailey, Inc., Dutchess Quarry & Supply Co., Inc., Palmer Paving Corp., JSL Asphalt, Inc., and John S. Lane & Son, Inc. (each hereinafter referred to as Peckham) are subject to and expressly conditioned upon these Terms and Conditions. No modification of these Terms and Conditions with respect to any sale shall be binding upon Peckham unless Peckham specifically agrees to such modification in a writing signed by a duly authorized representative of Peckham.

2. **ORDERS:** Acceptance of orders received from a Customer with an open account shall be subject to the Customer's account being in good standing as determined by Peckham's corporate Credit Department. Customers with an open account in good standing and who provide the most advance notice of requested pickup and/or delivery dates and times will receive the highest priority. Peckham agrees to devote its efforts to meet pickup and delivery targets but cannot guarantee Customer requested pickup and/or delivery dates and times will be met.

3. **DELIVERY; ACCEPTANCE:** Unless otherwise agreed in a writing signed by a duly authorized representative of Peckham, all sales shall be FOB truck at Peckham's plants and loading at Peckham's plants shall constitute delivery to Customer, and Customer shall bear all risk of loss or damage during loading and transit. Customer shall (a) inspect and/or sample the product upon receipt according to the applicable authority's specifications and (b) promptly notify Peckham in writing of any claim of shortage or of defective or non-conforming product. Unless Customer delivers a written notice of claim within 5 days after receipt of the product, the product shall conclusively be deemed to conform to these Terms and Conditions and to have been irrevocably accepted by Customer.

4. **ENVIRONMENT; SAFETY:** Customer shall comply with all applicable environmental and safety laws and regulations, and shall indemnify Peckham against any loss, liability or expense arising from Customer's failure to comply. Without limiting the foregoing, Customer shall (a) provide safe entrances and exits, jobsite conditions and work environment for Peckham's trucks and personnel, (b) confirm and provide an environmentally safe area to wash down trucks and chutes and dispose of excess material, and (c) insure that, while at Peckham's plants, Customer's personnel, carriers and other agents comply with Peckham's safety rules and instructions. No Peckham employee or representative shall be required to violate safety regulations in the loading, transport or delivery of product or performance of services.

5. **WAITING/EXCESS UNLOADING TIME:** When materials are delivered to a jobsite or plant facility, Customer shall be subject to additional charges for excess waiting time. The allowable waiting time and charges for excess waiting time shall be included in any order confirmation and are otherwise subject to change.

6. **LEFT OVER MATERIAL:** Any material ordered and accepted, or deemed accepted, but not discharged at the jobsite requiring return transport to Peckham's plant cannot be returned for credit and shall be subject to an environmental disposal fee.

7. **PRODUCT LIMITATIONS:** Polyphosphoric acid (PPA) modified performance grade asphalt binders are not to be used in the production of asphalt pavements containing any limestone product as per NYSDOT Engineering Bulletin EB 08-014 nor may they be used on CTDOT projects. PPA modified PG Binders are allowed for use by MassDOT.

8. **TAXES:** Any use tax, sales tax, excise tax or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on the transaction between Peckham and Customer shall be paid by Customer in addition to the prices quoted or invoiced by Peckham. If the project is tax exempt, Customer shall provide Peckham, in advance of the time the order is placed, an official and properly executed applicable state tax exemption certificate or other documentation acceptable to the authority imposing the tax, fee or charge.

9. **PAYMENT; COLLECTIONS:** The terms of payment for Customer accounts with approved credit are net 30 days. Unpaid balances past 30 days shall be subject to a service charge at the rate of 12% per annum or, if less, the maximum rate allowed by law. Customer agrees to notify Peckham in writing of any claim or error on any invoice within 14 days after the date of such invoice. If Customer does not so notify Peckham, then the invoice shall conclusively be deemed to be correct and accepted as rendered. Customer agrees to pay any and all costs of collection incurred by Peckham, including reasonable attorney fees.

10. **WARRANTY:** Peckham warrants that its products meet the specifications confirmed to Customer in Peckham's order confirmation or other writing signed by a duly authorized representative of Peckham. Any modifications initiated by Customer at the jobsite, including but not limited to additional water, release agents and/or additives, will void the warranty. PECKHAM MAKES NO FURTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT SUPPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **LIMITATION OF LIABILITY:** PECKHAM's liability is limited exclusively to, at PECKHAM's option, replacement of the PRODUCT or refunding of the purchase price for the PRODUCT. PECKHAM SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROCESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, OR ANY LIABILITY OF CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS. In no event shall PECKHAM be liable for any damages or claims made that exceed the Price of the PRODUCT supplied.

12. **LEGAL COMPLIANCE:** Customer shall comply with all applicable laws and regulations and shall obtain any necessary governmental approvals for Customer's purchase, delivery, transport, installation and use of the product.

13. **FORCE MAJEURE:** If and to the extent that Peckham's ability to perform its obligations to Customer is limited, delayed or prevented in whole or in part by any event or condition not reasonably within the control of Peckham, then Peckham shall be excused, discharged and released from such performance, without liability of any kind.

14. **ASSIGNMENT:** Customer may not assign any of its rights or delegate any of its obligations hereunder absent the prior written consent of Peckham.

15. **WAIVER; AMENDMENT:** Either party's failure to strictly enforce any term or condition hereof, or to exercise any right arising hereunder, shall not constitute a waiver of its right thereafter to strictly enforce such terms or conditions or to exercise such rights. No amendment hereof or waiver by either party of any right, power or remedy hereunder shall be effective unless it is expressly set forth in a writing signed by a duly authorized representative of the party. All Peckham's rights and remedies hereunder are cumulative and are in addition to any other rights and remedies it may have at law or in equity.

16. **SEVERABILITY:** The invalidity, illegality or unenforceability of any one or more of the terms hereof shall in no way affect or impair the validity, interpretation or enforceability of any other term hereof.

17. **GOVERNING LAW; ARBITRATION; SUBMISSION TO JURISDICTION:** To the greatest extent permissible by law, the contract of which these General Terms and Conditions of Sale are a part shall be governed by the laws of the State of New York, without regard to its principles of conflicts of laws, and any controversy or claim arising out of or in connection with such contract shall be settled by arbitration before a single arbitrator in Brewster, New York, under the auspices, and in accordance with the Commercial Arbitration Rules then in effect, of the American Arbitration Association, and judgment on any award thereon may be entered in any court having jurisdiction. For any litigation ancillary to such arbitration or to compel arbitration, Customer irrevocably submits to the jurisdiction and consents to the venue of the state and federal courts located in the County of Westchester, State of New York, and waives any claim that any such court is an inconvenient or inappropriate forum.

18. **UPDATES:** Peckham reserves the right to modify these Terms and Conditions at any time without prior notice. Customer's order for product following any such modification constitutes Customer's agreement to be bound by these Terms and Conditions as so modified.