Customer Quote

10/31/2023 1:30:47 PM



Estimate No: Q3785-0001

Quote Date: 10/10/2023

Expiration Date: 12/15/2023

Salesperson: HB

Payment Terms: Net 30

Invoice To: 10216 Deliver To:

Matthew Kotz City of Palm Desert 73510 Fred Waring Dr.

Palm Desert CA 92260

US

Matthew Kotz City of Palm Desert 73510 Fred Waring Dr. Palm Desert CA 92260

US

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE-EMS-X	1.00	EA	\$	164,225.00	\$	164,225.00
	Configurable EMS Module, Remount						
2	CHASSIS	1.00	EA	\$	70,250.00	\$	70,250.00
	2024 Ford F-450 Gas 4x2 Super Cab			·	,	·	,
2	DELIVEDY	0.050.00		Φ.	4.00	Φ.	11 100 00
3	DELIVERY	2,850.00	M	\$	4.00	\$	11,400.00
	Flatbed Round Trip						
5	TRADE-IN	1.00	EA	\$	0.00	\$	0.00
	Trade In Allowance						
6	CONTINGENCY	1.00	EA	\$	10,000.00	\$	10,000.00
	Customer Contingency Fund						
10	SpecDoc	1.00	EA	\$	0.00	\$	0.00
.0	Configurable item to create the SpecDoc	1.00	L/ \	Ψ	0.00	Ψ	0.00
	Configurable from to create the openboo						

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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Expiration Date: 12/15/2023

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No. Item Qty U/M: Unit Price Net Amount

Remit To:

Frazer, Ltd. Sale Amount: 255,875.00

7219 Rampart Street
Houston TX 77081

Order Disc(0.0000%): 0.00

Surcharge: N/A

Sales Tax: 19,830.32

Misc Charges: 0.00

Total Amount: 275,705.32

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



For your convenience, all module pricing has been itemized below per quote Q3785-0001 for City of Palm Desert :

Base Module	\$	28,125.00
Chassis Exterior	\$	23,775.00
Module Exterior	\$	82,725.00
Chassis Interior Module Interior	\$	9,400.00 20,200.00
Module 'Module'	Total $\frac{^{\circ}}{\$}$	164,225.00
Items included in above totals:		
1. Old Chassis: Make Driveable	\$	incl
2. Type I 12' Module	\$	incl
3. This is a CAAS GVS v3.0 Unit	\$	incl
Chassis Exterior:		
4. Chassis Paint Layout: Keep Factory Paint Color - Red	\$	incl
5. Chassis: 2024 Ford F-450, Gas, 4x2, Super Cab, 84" Cab to Axle, PQ - Race Red	\$	incl
6. Suspension: LiquidSpring	\$	15,550.00
7. Wheel type: Factory Aluminum	\$	incl
8. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	\$	375.00
9. Road Force Elite tire and wheel balancing	\$	incl
10. Chassis Steps: ArcRite with Sure Grip	\$	1,350.00
11. Grille Guard: Grille Guard with Wraparounds	\$	incl
12. 10" and 12" Air Horns	\$	1,450.00
13. Compressor Type: Standard	\$	850.00
14. Air Horn Switching Options: Momentary	\$	125.00
15. Siren Amplifier: Howler	\$	1,700.00
16. New Module Disconnect Switch	\$	850.00
17. Window Tint (35% VLT) on Chassis Doors	\$	375.00
18. Passenger's side Grille Light: Whelen M4 Red Light	\$	incl
19. Driver's side Grille Light: Whelen M4 Red Light	\$	incl
20. Passenger's side Intersect Light: Whelen M4 Red Light	\$	incl
21. Driver's side Intersect Light: Whelen M4 Red Light	\$	incl
22. Driver Fender Light: Whelen M4 Clear/Red Light	\$	450.00
23. Passenger Fender Light: Whelen M4 Clear/Red Light	\$	450.00



24. UNOC #925 - Furnish and install (1) extra Whelen M4 Red steady burn LED on the grille \$ 250.00 guard (ON with PRIMARY)

Chassis Exterior Subtot	al \$	23,775.00
Module Exterior:		
25. New Power Source: MEPS	\$	18,950.00
26. New Corner Trim	\$	incl
27. New Corner Caps	\$	incl
28. 20 hour(s) of Body Work	\$	2,500.00
29. Module Paint Layout: Non-White One Tone - PQ - Race Red	\$	21,900.00
30. Remove Conspicuity on Rear Wall	\$	850.00
31. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$	2,025.00
32. Entry Door Conspicuity Layout - Squares : White Base Color	\$	450.00
33. Compartment Conspicuity Layout - Strips : White Base Color	\$	250.00
34. Frazer Provided Graphics	\$	3,500.00
35. Dri-Deck in Applicable Exterior Compartments	\$	375.00
36. Existing GTT Opticom	\$	incl
37. Opticom Switching: On with Primary and Cut-off with park	\$	incl
38. Shore Power: Single 30 Amp	\$	1,050.00
39. Pigtail/Plug Option: Pigtail	\$	incl
40. Reconnect Ignition Kill Switch	\$	175.00
41. Front Wall Light Layout: Lower 5 Lights	\$	incl
42. Front Wall Light #1: Whelen M6 Red Light	\$	275.00
43. Front Wall Light #2: Whelen M6 Red Light	\$	275.00
44. Front Wall Light #3: Whelen M6 Clear Light	\$	275.00
45. Front Wall Light #4: Whelen M6 Red Light	\$	275.00
46. Front Wall Light #5: Whelen M6 Red Light	\$	275.00
47. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	275.00
48. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	275.00
49. UNOC #1040 - Furnish and install extra piece of treadbrite on the driver's side wall, level with the top of the wheel well treadbrite, between the rear storage compartment insert and the rear trim piece	\$	75.00
50. UNOC 2571 Furnish and install 46" Black FireTech HiViz brow light (P/N FT-B-46-B)	\$ \$	2,850.00



51. Driver Wall Front Box Light: Whelen M6 Red Light 52. Driver Wall Rear Box Light: Whelen M6 Red Light 53. Driver Wheel Well Light: Whelen M6 Clear/Red Light 54. Converter Flanges For Wheel Well Lights 55. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing 55. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing 56. New 2 high D Cylinder Holder 57. New O2 Rollers for an H Cylinder 58. O2 Regulator - Ship Loose 59. New Battery Charger 60. Compartment Light in the Electrical Compartment 61. New Dometic A/C with Exhaust Fan 62. All Cladding/Treadbrite: New 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening (2) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment 67. UNOC #1040 - Furnish and install extra piece of treadbrite on the driver's side wall, 5 75.00
53. Driver Wheel Well Light: Whelen M6 Clear/Red Light 54. Converter Flanges For Wheel Well Lights 55. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing 56. New 2 high D Cylinder Holder 57. New O2 Rollers for an H Cylinder 58. O2 Regulator - Ship Loose 59. New Battery Charger 60. Compartment Light in the Electrical Compartment 61. New Dometic A/C with Exhaust Fan 62. All Cladding/Treadbrite: New 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hooks on rear wall, centered between SCBA bracket and compartment opening - (2) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert 8 300.00 \$ 2,050.00 \$ 2,050.00 \$ 250.00 \$ 375.00
54. Converter Flanges For Wheel Well Lights 55. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing 56. New 2 high D Cylinder Holder 57. New O2 Rollers for an H Cylinder 58. O2 Regulator - Ship Loose 59. New Battery Charger 60. Compartment Light in the Electrical Compartment 61. New Dometic A/C with Exhaust Fan 62. All Cladding/Treadbrite: New 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert \$ 100.00
55. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing 56. New 2 high D Cylinder Holder 57. New O2 Rollers for an H Cylinder 58. O2 Regulator - Ship Loose 59. New Battery Charger 60. Compartment Light in the Electrical Compartment 61. New Dometic A/C with Exhaust Fan 62. All Cladding/Treadbrite: New 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment opening - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (2) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert \$ 2,050.00 \$ 250.00
56. New 2 high D Cylinder Holder 57. New O2 Rollers for an H Cylinder 58. O2 Regulator - Ship Loose 59. New Battery Charger 60. Compartment Light in the Electrical Compartment 61. New Dometic A/C with Exhaust Fan 62. All Cladding/Treadbrite: New 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert \$ 100.00
57. New O2 Rollers for an H Cylinder 58. O2 Regulator - Ship Loose 59. New Battery Charger 60. Compartment Light in the Electrical Compartment 61. New Dometic A/C with Exhaust Fan 62. All Cladding/Treadbrite: New 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert \$ 100.00
58. O2 Regulator - Ship Loose 59. New Battery Charger 60. Compartment Light in the Electrical Compartment 61. New Dometic A/C with Exhaust Fan 62. All Cladding/Treadbrite: New 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert \$ 250.00
59. New Battery Charger 60. Compartment Light in the Electrical Compartment 8 375.00 61. New Dometic A/C with Exhaust Fan 8 8,000.00 62. All Cladding/Treadbrite: New 8 1,225.00 63. Driver Side Blind Spot Camera 8 750.00 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hooks on rear wall, centered between SCBA bracket and compartment opening - (2) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert 100.00
60. Compartment Light in the Electrical Compartment 61. New Dometic A/C with Exhaust Fan 8,000.00 62. All Cladding/Treadbrite: New 8,1,225.00 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hooks on rear wall, centered between SCBA bracket and compartment opening - (2) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert 100.00
61. New Dometic A/C with Exhaust Fan 62. All Cladding/Treadbrite: New 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hook on rear wall, centered between SCBA bracket and compartment opening - (2) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert \$ 8,000.00 \$ 1,225.00 \$ 250.00
 62. All Cladding/Treadbrite: New 63. Driver Side Blind Spot Camera 64. UNOC Reconfigure driver's side rear storage compartment: Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hook on rear wall, centered between SCBA bracket and compartment opening - (2) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert
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Flat bars in the back corners. remove and reinstall existing SCBA Brackets on the flat bars. 65. UNOC1045 Furnish and install coat hooks in rear storage compartment in following \$ 250.00 locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hook on rear wall, centered between SCBA bracket and compartment opening - (2) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment \$ 100.00 insert
locations: - (1) double coat hook on front wall, centered between SCBA flat bar and compartment opening - (1) double coat hook on rear wall, centered between SCBA bracket and compartment opening - (2) double coat hooks on rear storage compartment door 66. UNOC 1047 Furnish and install stainless steel threshold on rear storage compartment insert 100.00
insert
67. UNOC #1040 - Furnish and install extra piece of treadbrite on the driver's side wall, \$ 75.00
level with the top of the wheel well treadbrite, between the rear storage compartment insert and the rear trim piece
68. UNOC Furnish and Install stainless steel threshold on O2 Compartment threshold. \$ 75.00
69. Module Window Option: Sliding Window \$ incl
70. Upper Rear Wall Light Layout: 3 Across \$ incl
71. Upper Light #1: Whelen M6 Load Light \$ 450.00
72. Upper Light #2: Whelen M6 Amber Light \$ 275.00
73. Upper Light #3: Whelen M6 Load Light \$ 450.00



75. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$ 225.00
76. Lower Light #3: Whelen M6 Amber Light	\$ 275.00
77. Lower Light #4: Whelen M6 Amber Light	\$ 275.00
78. Rear Wall Driver Box Light: Whelen M6 Red Light	\$ 275.00
79. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$ 275.00
80. Converter Flanges For Box Lights	\$ 800.00
81. Converter Flanges For Emergency Lights	\$ 1,200.00
82. Compartment Light in the Rear Backboard Compartment	\$ 375.00
83. Lower BTTs: 2 Grote Lights on each side	\$ incl
84. New Rear Bumper	\$ 950.00
85. New Door Grabbers	\$ incl
86. New Cast License Plate Light	\$ incl
87. UNOC 2841 Furnish and install (2) Whelen M6 back-up lights and (2) Whelen M6 BTT lights, in lieu of Grote lights on the treadbrite	\$ 850.00
88. Passenger Wall Front Box Light: Whelen M6 Red Light	\$ 275.00
89. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$ 275.00
90. Passenger Wheel Well Light: Whelen M6 Clear/Red Light	\$ 300.00
91. Replace Gas Hold-Open at Side Entry	\$ incl
92. Compartment Light in the Front I/O Compartment	\$ 375.00
93. Passenger Side Blind Spot Camera	\$ 750.00
94. UNOC 1376 Furnish and install stainless steel threshold on bottom of front I/O compartment door insert	\$ 100.00
95. UNOC 1048 Furnish and install stainless steel threshold on bottom of side entry door insert	\$ 100.00
Module Exterior Subtotal	\$ 82,725.00
Chassis Interior:	
96. Siren Speakers: Whelen SA 315 Speakers	\$ incl
97. Tap-2 on Primary Siren	\$ incl
98. Siren Option: Whelen C9 Siren in Console	\$ incl
99. Mic 1 on passenger's side slot 1	\$ incl
100. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$ incl
101. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$ 125.00
102. Slot 2: Single Slot Switch Panel	\$ incl
5 4 244	



102 Slot 2: Dadio Ploto: 7.5 L. V.2.5 W. opening dime	C	in al
103. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
104. Slot 4: Siren 1	\$	incl
105. Slot 5: Single Blank	\$	incl
106. Slot 6: Single Blank	\$	incl
107. COMP OPEN / DOOR OPEN A 1 W	\$	325.00
108. COMP OPEN / DOOR OPEN Amber Warning Light on Top driver side corner of the console	\$	475.00
109. Kussmaul USB/USB-C at Console	\$	300.00
110. Console Switch Layout: Primary - Secondary - Howler - Air Horn - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB/USB-C -	\$	incl
111. New Armrest	\$	300.00
112. Console Layout: 6-Slot Console	\$	incl
113. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$	900.00
114. Rear of Console: Double Mapholder	\$	500.00
115. Camera System: Voyager 7" Monitor with Back-Up Camera	\$	2,175.00
116. Voyager Monitor Behind Overhead Console on Headliner	\$	incl
117. Black Back-up Camera	\$	incl
118. Secure-Idle Anti-Theft System	\$	850.00
119. UNOC #518 - Furnish and install Federal Signal EQ2B with control head in console slot 5; no additional switches; wired to (2) additional Whelen 315P speakers	\$	3,450.00
Chassis Interior Subtotal	\$	9,400.00
Module Interior:		
120. New Lexan for Front Wall and Action Wall Cabinets	\$	1,150.00
121. New Desert Rose Red Interior Trim	\$	500.00
122. Stainless Steel Side and Rear Entry Door Grab Rails (price covered under new Module Paint)	\$	incl
123. Powder Coated Plate on Front Wall in Front I/O	\$	175.00
124. New Stainless Steel Countertops	\$	1,050.00
125. New Action Wall with SSCOR Suction	\$	1,500.00
126. Location 1: 4 Switch w/Thermostat	\$	incl
127. Location 2: Existing Double O2 Outlet	\$	incl
128. Location 3: Electric O2 panel with monitor	\$	2,300.00



Module Interior Subtot	tal \$	20,200.00
148. Customer Provided Items Processing Fee	\$	325.00
147. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	2,675.00
146. New Laydown O2	\$	550.00
145. New Lonplate II Gunmetal Floor	\$	4,500.00
144. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2	\$	2,225.00
143. Stryker cot tower only (no antler and bar)	\$	incl
142. In-Module Camera at the Rear Headknocker Position	\$	775.00
141. New Glove Box & Handrail at the Head of the Squad Bench	\$	450.00
140. 22 Pocket Acrylic Holder	\$	850.00
139. Harness Type for Seat Position 1: No Harness	\$	incl
138. Frazer cushions at the Squad Bench	\$	incl
137. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Existing Rear Load;	\$	incl
136. Acrylic Holder Aft CPR Seat	\$	500.00
135. Acrylic Holder at the Action Wall Cabinet	\$	375.00
134. Action Wall Switch Layout: Interior Lights; Front Interior Light; Ventilation Fan; Electric O2;	\$	incl
133. Location 9: Suction	\$	incl
132. Location 8: Quad 120 VAC	\$	incl
131. Location 7: Blank	\$	incl
130. Location 6: Blank	\$	incl
129. Location 4: Dual USB receptacles	\$	300.00



Email this quote along with your PO to Herbert Brady at hbrady@frazerbilt.com

Remit To:

Frazer, LTD 7219 Rampart St. Houston, Texas 77081 USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1)



any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its coventurers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.



Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials:
Customer initials.

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or



modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).