# **Customer Quote**

10/31/2023 10:22:51 AM



Estimate No: Q3807-0001

Quote Date: 10/10/2023

Expiration Date: 12/15/2023

Salesperson: HB

Payment Terms: Net 30

Invoice To: 10216 Deliver To:

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

US

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

US

| No.      | Item   | Qty       | U/M: | Unit Price       | Net Amount       |
|----------|--|-----------|------|------------------|------------------|
| 1        | MODULE   | 1.00      | EA   | \$<br>202,950.00 | \$<br>202,950.00 |
|          | Type I 12' Module  |           |      |                  |                  |
|          |  |           |      |                  |                  |
| 2        | CHASSIS  | 1.00      | EA   | \$<br>70,250.00  | \$<br>70,250.00  |
|          | 2024 Ford F-450 Gas 4x2 Super Cab                            |           |      |                  |                  |
|          |  |           |      |                  |                  |
| 3        | DELIVERY   | 1,436.00  | М    | \$<br>4.00       | \$<br>5,744.00   |
|          | Frazer to Palm Desert, CA                                    |           |      |                  |                  |
|          |  |           |      |                  |                  |
| a) Deliv | ery of New Unit from Frazer to Palm Desert via flatbed truck | 1436 mile | S    |                  |                  |
| 5        | SpecDoc  | 1.00      | EA   | \$<br>0.00       | \$<br>0.00       |
|          | Configurable item to create the SpecDoc                      |           |      |                  |                  |
|          |  |           |      |                  |                  |
| 6        | TRADE-IN   | 0.00      | EA   | \$<br>0.00       | \$<br>0.00       |
|          | Trade In Allowance   |           |      |                  |                  |
|          |  |           |      |                  |                  |
| 7        | 53092  | 1.00      | EA   | \$<br>2,576.32   | \$<br>2,576.32   |
|          | Generator-Electric 6.3kw, 2020+ Ford Gas                     |           |      |                  |                  |
|          |  |           |      |                  |                  |
| 8        | 33008  | 1.00      | EA   | \$<br>102.90     | \$<br>102.90     |
|          | Pulley-1.95 in x 6 Groove                                    |           |      |                  |                  |

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

Remit To:

Frazer, Ltd. Sale Amount: 281,623.22

7219 Rampart Street
Houston TX 77081

Order Disc( 0.0000%): 0.00

Surcharge: N/A

Sales Tax: 21,825.80

Misc Charges: 0.00

**Total Amount:** 303,449.02

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 pricing has been itemized below per quote Q3807-0001 for City of Palm Desert

| Base Module   | \$        | 122,500.00 |
|---|-----------|------------|
| Chassis Exterior  | \$        | 22,175.00  |
| Module Exterior   | \$        | 38,500.00  |
| Chassis Interior  | \$        | 9,275.00   |
| Module Interior   | <u>\$</u> | 10,500.00  |
| 101   | tal \$    | 202,950.00 |
| Items included in above totals:   |           |            |
| 1. Type I 12' Module  | \$        | incl       |
| Chassis Exterior:   |           |            |
| 2. Chassis Paint Layout: Keep Factory Paint Color - Red   | \$        | incl       |
| 3. Chassis: 2024 Ford F-450, Gas, 4x2, Super Cab, 84" Cab to Axle, PQ - Race Red  | \$        | incl       |
| 4. Suspension: LiquidSpring   | \$        | 15,550.00  |
| 5. Wheel type: Factory Aluminum   | \$        | incl       |
| 6. Road Force Elite tire and wheel balancing  | \$        | incl       |
| 7. Chassis Steps: ArcRite with Sure Grip  | \$        | 1,350.00   |
| 8. Grille Guard: Grille Guard with Wraparounds  | \$        | incl       |
| 9. 10" and 12" Air Horns  | \$        | 1,450.00   |
| 10. Compressor Type: Standard   | \$        | 850.00     |
| 11. Air Horn Switching Options: Momentary   | \$        | 125.00     |
| 12. Siren Amplifier: Howler   | \$        | 1,700.00   |
| 13. Passenger's side Grille Light: Whelen M4 Red Light  | \$        | incl       |
| 14. Driver's side Grille Light: Whelen M4 Red Light   | \$        | incl       |
| 15. Passenger's side Intersect Light: Whelen M4 Red Light   | \$        | incl       |
| 16. Driver's side Intersect Light: Whelen M4 Red Light  | \$        | incl       |
| 17. Driver Fender Light: Whelen M4 Clear/Red Light  | \$        | 450.00     |
| 18. Passenger Fender Light: Whelen M4 Clear/Red Light   | \$        | 450.00     |
| <ol> <li>UNOC #925 - Furnish and install (1) extra Whelen M4 Red steady burn LED on the<br/>grille guard (ON with PRIMARY)</li> </ol> | \$        | 250.00     |
| Chassis Exterior Subtot   | al \$     | 22,175.00  |
| Module Exterior:  |           |            |
| 20. Power Source: MEPS  | \$        | 18,950.00  |
| 21. Module Paint Layout: Non-White One Tone - PQ - Race Red   | \$        | 2,675.00   |
| 22. Roof Color: PQ - Race Red   | \$        | incl       |
| Page 1 of 12  |           |            |



| 23. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay  | \$<br>2,025.00 |
|--|----------------|
| 24. Frazer Provided Graphics   | \$<br>3,500.00 |
| 25. Body Drop on the Passenger's Side Forward of Rear Wheels   | \$<br>incl     |
| 26. GTT Opticom (Infrared)   | \$<br>2,475.00 |
| 27. Opticom Switching: On with Primary and Cut-off with park   | \$<br>incl     |
| 28. Shore Power: Single 30 Amp on Front Wall   | \$<br>incl     |
| 29. Pigtail/Plug Option: Pigtail   | \$<br>incl     |
| 30. Install Ignition Kill Switch   | \$<br>375.00   |
| 31. Coax 1: Run coax from location 1 to Electrical Compartment   | \$<br>incl     |
| 32. Coax 2: Run coax from location 2 to Electrical Compartment   | \$<br>incl     |
| 33. Coax 3: Run coax from location 3 to Electrical Compartment terminated to Customer Provided VHF Whip Antenna  | \$<br>incl     |
| 34. Coax 4: Run coax from location 4 to Chassis  | \$<br>incl     |
| 35. 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 | \$<br>150.00   |
| 36. Front Wall Light Layout: Lower 5 Lights  | \$<br>incl     |
| 37. Front Wall Light #1: Whelen M6 Red Light   | \$<br>incl     |
| 38. Front Wall Light #2: Whelen M6 Red Light   | \$<br>incl     |
| 39. Front Wall Light #3: Whelen M6 Clear Light   | \$<br>incl     |
| 40. Front Wall Light #4: Whelen M6 Red Light   | \$<br>incl     |
| 41. Front Wall Light #5: Whelen M6 Red Light   | \$<br>incl     |
| 42. Front Wall Driver Side Box Light: Whelen M6 Red Light  | \$<br>incl     |
| 43. Front Wall Passenger Box Light: Whelen M6 Red Light  | \$<br>incl     |
| 44. UNOC 2571 Furnish and install 46" Black FireTech HiViz brow light (P/N FT-B-46-B) on front wall of module in HIGH position, wired to console switch position <9>   | \$<br>2,850.00 |
| 45. Driver Wall Front Box Light: Whelen M6 Red Light   | \$<br>incl     |
| 46. Driver Wall Rear Box Light: Whelen M6 Red Light  | \$<br>incl     |
| 47. Driver Wheel Well Light: Whelen M6 Clear/Red Light   | \$<br>125.00   |
| 48. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing  | \$<br>incl     |
| 49. O2 Compartment Style: Laydown O2 with Adjustable Shelf   | \$<br>incl     |
| 50. O2 Rollers for an H Cylinder   | \$<br>incl     |
| 51. 2 high D Cylinder Holder in the O2 Compartment Next to Laydown Page 2 of 12  | \$<br>250.00   |



| 52. O2 Regulator - Ship Loose  | \$ | 250.00 |
|--|----|--------|
| 53. Electrical Compartment Style: Standard Electrical Compartment  | \$ | incl   |
| 54. Lower Storage Style: Standard Lower Storage  | \$ | incl   |
| 55. Standard Compartment Above Wheel Well  | \$ | incl   |
| 56. Inside Access in the Compartment Above Wheel Well with No I/O Access   | \$ | incl   |
| 57. Dometic Self-Contained A/C with Exhaust Fan  | \$ | incl   |
| 58. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets   | \$ | 300.00 |
| 59. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling                                   | \$ | 300.00 |
| 60. Vulcan Flashlight in the Rear Storage wired Battery Hot  | \$ | 550.00 |
| 61. Driver Side Blind Spot Camera  | \$ | 750.00 |
| 62. UNOC #1045 - Furnish and install coat hooks in rear storage compartment in   | \$ | 50.00  |
| 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 flar bar and compartment opening                                      |    |        |
| - (2) double coat hooks on rear storage compartment door   | ¢. | 200.00 |
| 63. UNOC #1046 - Install (2) customer provided SCBA brackets on flat bars in rear storage compartment                            | \$ | 200.00 |
| 64. UNOC #1047 - Furnish and install stainless steel threshold on the rear storage compartment insert                            | \$ | 75.00  |
| 65. UNOC #582 - Furnish and install 2 high Jumbo "D" cylinder holder in the O2 compartment next to rollers in lieu of standard D | \$ | incl   |
| 66. Module Window Option: Sliding Window   | \$ | incl   |
| 67. Upper Rear Wall Light Layout: 3 Across   | \$ | incl   |
| 68. Upper Light #1: Whelen M6 Load Light   | \$ | incl   |
| 69. Upper Light #2: Whelen M6 Amber Light  | \$ | incl   |
| 70. Upper Light #3: Whelen M6 Load Light   | \$ | incl   |
| 71. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light  | \$ | incl   |
| 72. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light  | \$ | incl   |
| 73. Lower Light #3: Whelen M6 Amber Light  | \$ | incl   |
| 74. Lower Light #4: Whelen M6 Amber Light  | \$ | incl   |
| 75. Rear Wall Driver Box Light: Whelen M6 Red Light  | \$ | incl   |
| 76. Rear Wall Passenger Box Light: Whelen M6 Red Light   | \$ | incl   |
| 77. Rear Backboard Options: 5" Compartment Shelf   | \$ | 300.00 |
| Page 3 of 12   |    |        |



| 78. Lower BTTs: 2 M6 Lights on each side   | \$    | 950.00    |
|--|-------|-----------|
| 79. Rear Bumper  | \$    | incl      |
| 80. Door Grabbers  | \$    | incl      |
| 81. License Plate Light  | \$    | incl      |
| 82. Passenger Wall Front Box Light: Whelen M6 Red Light  | \$    | incl      |
| 83. Passenger Wall Rear Box Light: Whelen M6 Red Light   | \$    | incl      |
| 84. Passenger Wheel Well Light: Whelen M6 Clear/Red Light  | \$    | 125.00    |
| 85. Passenger Scene Light Activated with Side Entry Door   | \$    | 425.00    |
| 86. Interior Step Option: Double Step Well   | \$    | incl      |
| 87. Passenger Rear Compartment Style: Passenger Side Storage Compartment                           | \$    | incl      |
| 88. Passenger Side Blind Spot Camera   | \$    | 750.00    |
| 89. UNOC #1048 - Furnish and install stainless steel threshold on bottom of side entry door insert | \$    | 100.00    |
| Module Exterior Subtot   | al \$ | 38,500.00 |
| Chassis Interior:  |       |           |
| 90. Siren Speakers: Whelen SA 315 Speakers   | \$    | incl      |
| 91. Tap-2 on Primary Siren   | \$    | incl      |
| 92. Siren Option: Whelen C9 Siren in Console   | \$    | incl      |
| 93. Mic 1 on passenger's side slot 1   | \$    | incl      |
| 94. Siren 2 Speakers: Whelen SA 315 Speakers   | \$    | 900.00    |
| 95. Siren 2 Option: Federal Signal e-Q2B Siren in Console  | \$    | 3,025.00  |
| 96. Mic 2 shipped loose  | \$    | incl      |
| 97. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub                                | \$    | incl      |
| 98. Slot 1: Extended MDT plate - no swivel, no fuel gauge  | \$    | 125.00    |
| 99. Slot 2: Single Slot Switch Panel   | \$    | incl      |
| 100. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims   | \$    | incl      |
| 101. Slot 4: Siren 1   | \$    | incl      |
| 102. Slot 5: EQ2B Siren  | \$    | incl      |
| 103. Slot 6: Single Blank  | \$    | incl      |
| 104. Console Switch Layout: Primary - Secondary - Howler - Air Horn - Side Scene                   | \$    | incl      |
| (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blar               | ık    |           |
| 105. New Armrest   | \$    | 300.00    |
| 106. Console Layout: 6-Slot Console  | \$    | incl      |
| D 4-612  |       |           |



| 107. Floor in Front of Console: (2) Survivor Flashlights wired Battery Hot  | \$<br>900.00   |
|---|----------------|
| 108. Rear of Console: Double Mapholder  | \$<br>500.00   |
| 109. Camera System: Voyager 7" Monitor with Back-Up Camera  | \$<br>2,175.00 |
| 110. Black Back-up Camera   | \$<br>incl     |
| 111. Secure-Idle Anti-Theft System  | \$<br>850.00   |
| 112. UNOC #528 - Furnish and install Aluminum dual cup holder off the back of the console, attached to the rear map holder  | \$<br>100.00   |
| <ul> <li>113. UNOC #1050 - Install customer provided radio equipment in the chassis:</li> <li>VHF radio head in console slot 3; wired ignition hot</li> <li>Radio base in electrical compartment</li> <li>Antenna on Module roof</li> <li>Mic on D/S console slot 1</li> <li>Speaker on front of console</li> <li>Radio base in electrical compartment</li> </ul> | \$<br>400.00   |

| Chassis Interior Subtota  | 1 \$ | 9,275.00 |
|---|------|----------|
| Module Interior:  |      |          |
| 114. Protek Cushions  | \$   | incl     |
| 115. Desert Rose Red Interior   | \$   | incl     |
| 116. Stainless Steel Countertops  | \$   | incl     |
| 117. Stainless Steel Grab Rails   | \$   | incl     |
| 118. Front I/O with Cargo Netting   | \$   | 550.00   |
| 119. Quad Outlet in the Front I/O   | \$   | incl     |
| 120. Quad Outlet on the Front Wall  | \$   | incl     |
| 121. Netting at the Front Corner Area   | \$   | incl     |
| <ul> <li>122. UNOC #1053 - Furnish and install Front I/O with shelf 18" from the floor and a powder coated plate to cover the top portion of the I/O, making the top section of the cabinet outside access only</li> <li>Install 120VAC duplex outlet below the fixed shelf, 17-3/8" from the floor of the compartment</li> <li>Furnish and install 3" tall lip at the bottom of the Front I/O</li> </ul> | \$   | 500.00   |
| <ul> <li>123. UNOC #1054 - Install customer provided radio equipment in the module:</li> <li>Radio head below front wall cabinet towards the D/S; wired ignition hot</li> <li>Connect to radio base in electrical compartment</li> <li>Mic on O2 stainless, centered under the front wall cabinet</li> <li>Speaker on front wall under cabinet, behind radio</li> </ul>                                   | \$   | 400.00   |
| 124. Do NOT install netting at Front I/O cabinet.   | \$   | -425.00  |
| 125. Location 1: 4 Switch w/Thermostat  | \$   | incl     |



| 126. Location 2: Double O2 Outlet   | incl      |
|---|-----------|
| 127. Location 3: Electric O2 panel with monitor   | 2,300.00  |
| 128. Location 4: 12VDC wired Battery hot with Medical Diode   | 350.00    |
| 129. Location 6: Blank  | incl      |
| 130. Location 7: Blank  | incl      |
| 131. Location 8: Quad 120 VAC   | incl      |
| 132. Location 9: Suction  | incl      |
| 133. Action Wall Switch Layout: Interior Lights; Dimmer; Ventilation Fan; Electric O2;  | incl      |
| 134. Sharps Container at Action Wall  | incl      |
| 135. Acrylic Holder at the Action Wall Cabinet  | incl      |
| 136. New Lap Belt at the CPR Seat   | incl      |
| 137. Acrylic Holder Aft CPR Seat  | incl      |
| 138. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;   | incl      |
| 139. Two Seating Positions at the Squad Bench - 2 and 3   | incl      |
| 140. Harness Type for Seat Position 2: New Lap Belt   | incl      |
| 141. Harness Type for Seat Position 3: New Lap Belt   | incl      |
| 142. 22 Pocket Acrylic Holder   | 850.00    |
| 143. Double Squad Bench Cabinet   | 850.00    |
| 144. New Cargo Net at the Head of the Squad Bench   | 1,050.00  |
| 145. Trashcan With Lid at the Head of the Squad Bench   | incl      |
| 146. O2 Outlet at the Squad Bench Wall  | incl      |
| 147. O2 Outlet in Ceiling Raceway   | 450.00    |
| 148. IV Hanger on Ceiling Raceway   | incl      |
| 149. Driver Side Stainless Steel Ceiling Grab Rail for 12' Unit   | incl      |
| 150. IV Hanger on Squad Bench Ceiling   | incl      |
| 151. In-Module Camera at the Rear Headknocker Position  | 775.00    |
| 152. Head knocker options: No Clocks or Speakers  | incl      |
| 153. Stryker cot tower only ( no antler and bar )   | incl      |
| 154. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2  | 2,225.00  |
| 155. Lonplate II Gunmetal Floor   | 375.00    |
| 156. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness  | 950.00    |
| 157. UNOC 2427  Delete module heater and switch at action wall (CPQ default for Standards compliance); customer is taking exception to this Standards requirement | -1,025.00 |



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158. Customer Provided Items Processing Fee

|                                 | \$   | 325.00    |
|---------------------------------|------|-----------|
| <b>Module Interior Subtotal</b> | 1 \$ | 10,500.00 |



Email this quote along with your PO to Frazer, LTD at Sales@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.

| 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).