

# Customer Quote



10/16/2025 12:43:57 PM

Estimate No: Q4607-0001  
 Quote Date: 9/16/2025  
 Expiration Date: 10/31/2025  
 Salesperson: HB  
 Payment Terms: Net 30

**Invoice To:** 10216  
 Matt Kotz  
 City of Palm Desert  
 73510 Fred Waring Dr.  
 Palm Desert CA 92260  
 US

**Deliver To:**  
 Matt Kotz  
 City of Palm Desert  
 73510 Fred Waring Dr.  
 Palm Desert CA 92260  
 US  
 Phone:760-902-6972

**Order Instructions:**

The unit will be invoiced approximately 30 days prior to vehicle completion and is due upon acceptance of the completed unit, unless alternate terms have been approved in writing.

All ownership documentation—including the Manufacturer’s Statement of Origin (MSO), Buyer’s Order, and delivery paperwork—will be held until full payment of all open invoices has been received. This won’t delay you from inspecting or taking delivery—but you won’t receive the paperwork until payment is complete.

**PAYMENT TERMS:** A progress payment for the chassis portion will be invoiced and is due within 30 days of the chassis arriving at the dealership. The remaining balance will be invoiced 30 days prior to completion and is to be settled at the time of inspection and acceptance of the fully completed unit.

**Policy on Customer Provided Items for Installation:**

To ensure optimal performance and longevity of installed equipment, we require that all customer-provided items be new in the box, with the following exceptions: cot retention systems, Knox MedVaults, and Knox KeySecures. In the event that a used cot retention system is provided, it must be accompanied by a new floor plate, wiring harness, and mounting hardware to guarantee functionality and safety. Failure to provide new in the box items, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

All customer provided items must be at Frazer 60 days prior to the projected production start date. This allows us time to inventory and inspect all items prior to production beginning. Failure to provide the items on time, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE-EMS-X Type I 12' Remount	1.00	EA	\$	191,850.00	\$	191,850.00

**Unit History: X-869/ E-1358**

2	CHASSIS 2026 Ford F-450 Gas 4x2	1.00	EA	\$	74,500.00	\$	74,500.00
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This chassis price is derived from the latest information provided by Ford. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.

3	DELIVERY-RMT Remount Delivery to Customer via Flatbed	2,850.00	EA	\$	5.25	\$	14,962.50
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*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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**Order Instructions:**

No.	Item	Qty	U/M:		Unit Price		Net Amount
4	TRADE-IN Trade In Allowance	1.00	EA	\$	0.00	\$	0.00
The total chassis Trade-In value is determined upon arrival of the unit at Frazer. The credit amount will be deducted from the final invoice.							
5	CONTINGENCY Customer Contingency Fund	1.00	EA	\$	5,000.00	\$	5,000.00
6	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00
8	33088 Generator-Electric 6.3kw, Ford	1.00	EA	\$	2,500.00	\$	2,500.00

**Remit To:**

Frazer, Ltd.  
 7219 Rampart Street  
 Houston TX 77081

Sale Amount: 288,812.50  
 Order Disc( 0.0000%): 0.00  
 Surcharge: N/A  
 Sales Tax: 23,961.88  
 Misc Charges: 0.00  
 Total Amount: 312,774.38

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For your convenience, all module pricing has been itemized below per quote Q4607-0001 for City of Palm Desert :

Base Module	\$ 32,225.00
Chassis Exterior	\$ 30,050.00
Module Exterior	\$ 95,200.00
Chassis Interior	\$ 9,725.00
Module Interior	\$ 24,650.00
<b>Module Total</b>	<b>\$ 191,850.00</b>

**Items included in above totals:**

1. Pricing Model Year: 2025	\$	
2. Old Chassis: Trade In Chassis	\$	incl
3. Type I 12' Module	\$	incl
4. This is a CAAS GVS v3.0 Unit	\$	incl

**Chassis Exterior:**

5. 2 Chassis Keys Provided	\$	incl
6. Chassis Paint Layout: Keep Factory Paint Color - Red	\$	incl
7. Chassis : 2026 Ford F-450, Gas, 4x2, Regular Cab, 84" Cab to Axle, PQ - Race Red	\$	incl
8. Suspension: LiquidSpring	\$	17,825.00
9. Camera System: Voyager 7" Monitor with Back-Up Camera	\$	2,525.00
10. Voyager Monitor Behind Overhead Console on Headliner	\$	incl
11. White Back-up Camera	\$	incl
12. Wheel type: Factory Aluminum	\$	incl
13. Road Force Elite tire and wheel balancing	\$	incl
14. Chassis Steps: Luverne Running Boards	\$	1,575.00
15. Grille Guard: Grille Guard with Wraparounds	\$	incl
16. 10" and 12" Air Horns	\$	1,675.00
17. Compressor Type: Standard	\$	1,000.00
18. Air Horn Switching Options: Momentary	\$	175.00
19. Siren Amplifier: Howler	\$	1,975.00
20. New Module Disconnect Switch	\$	1,000.00
21. Ceramic Window Tint on Chassis Doors	\$	550.00
22. Passenger's side Grille Light: Whelen M4 Red Light	\$	incl
23. Driver's side Grille Light: Whelen M4 Red Light	\$	incl



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24. Passenger's side Intersect Light: Whelen M4 Red Light	\$	incl
25. Driver's side Intersect Light: Whelen M4 Red Light	\$	incl
26. Driver Fender Light: Whelen M4 Clear/Red Light	\$	525.00
27. Passenger Fender Light: Whelen M4 Clear/Red Light	\$	525.00
28. UNOC #925 - Furnish and install (1) extra Whelen M4 Red steady burn LED on the grille guard (ON with PRIMARY)	\$	700.00
<b>Chassis Exterior Subtotal</b>		<b>\$ 30,050.00</b>

**Module Exterior:**

29. 20 hour(s) of Body Work	\$	2,500.00
30. Module Paint Layout: Non-White One Tone - PQ - Race Red. Includes new drip rails, doors, latches, doors grabbers, and license plate light.	\$	25,125.00
31. Supertherm Coating on Module Roof - Roof Will be White	\$	1,575.00
32. No Design Package	\$	incl
33. Frazer Provided Tier 2 - Standard Graphics	\$	6,500.00
34. Remove Conspicuity on Rear Wall	\$	1,000.00
35. Solid Color Conspicuity Squares on Entry Doors	\$	525.00
36. Solid Color Conspicuity Strips on Compartment Doors	\$	300.00
37. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$	375.00
38. Dri-Deck in Applicable Exterior Compartments	\$	450.00
39. Existing GTT Opticom	\$	incl
40. Opticom Switching: On with Primary and Cut-off with park	\$	incl
41. Shore Power: Single 30 Amp	\$	1,250.00
42. Pigtail/Plug Option: Pigtail	\$	incl
43. Reconnect Ignition Kill Switch	\$	225.00
44. 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	\$	incl
45. 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	\$	3,000.00
46. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing	\$	2,375.00
47. New O2 Rollers for an H Cylinder	\$	900.00
48. O2 Regulator - Ship Loose	\$	300.00



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49. New Lambda Power Supply Brackets	\$ 100.00
50. New Battery Charger	\$ 675.00
51. Compartment Light in the Electrical Compartment	\$ 450.00
52. New Power Source: MEPS	\$ 21,725.00
53. Compartment Light in the Compartment Above Wheel Well	\$ 450.00
54. New Dometic A/C with Exhaust Fan	\$ 9,175.00
55. A/C Retrofit Compartment	\$ 2,350.00
56. Convert Rear Storage: Rear Storage with Divider and Fixed Shelf and 3" Drop	\$ 2,350.00
57. All Cladding/Treadbrite: New	\$ 1,425.00
58. Driver Side Blind Spot Camera - White	\$ 875.00
59. Ship Loose - Streamlight chargers in long lower storage compartment	\$ incl
60. *Note to engineering- Reconfigure driver's side rear storage compartment: Flat bars in the back corners in lieu of left t split. remove and reinstall existing SCBA Brackets on the flat	\$ incl
61. UNOC #1045 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	\$ 275.00
62. UNOC #1047 Furnish and install stainless steel threshold on rear storage compartment insert	\$ 125.00
63. UNOC #654 - Furnish and install (2) Streamlight Vulcan flashlight in rear storage compartment; wired battery hot. *Note: Vulcan flashlights to be installed on flat bars below SCBA brackets (see E4455)	\$ 1,050.00
64. UNOC #1986 - Furnish and install M7 wheel well lights with 700 series converter flanges	\$ 300.00
65. UNOC #2240 - Plate over existing side scene light locations for installation of new M9 scene	\$ 200.00
66. Module Window Option: Sliding Window	\$ incl
67. Rear Wall Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light with Clear Lens	\$ 275.00
68. Rear Wall Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light with Clear Lens	\$ 275.00
69. Old Style Single Wire Marker Lights on Rear Wall	\$ 350.00
70. Compartment Light in the Rear Backboard Compartment	\$ 450.00
71. Lower BTTs: 2 Grote Lights on each side	\$ incl
72. New Rear Bumper	\$ 1,100.00



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73. New Door Grabbers	\$	incl
74. New Cast License Plate Light	\$	incl
75. 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	\$	1,225.00
76. Replace Gas Hold-Open at Side Entry	\$	incl
77. Compartment Light in the Front I/O Compartment	\$	450.00
78. Passenger Side Blind Spot Camera - White	\$	875.00
79. New Door Locks on Entry Doors and Front I/O	\$	2,000.00
80. UNOC #1376 - Furnish and install stainless steel threshold on bottom of front I/O compartment door insert	\$	125.00
81. UNOC #1048 - Furnish and install stainless steel threshold on bottom of side entry door insert	\$	150.00
<b>Module Exterior Subtotal</b>	<b>\$</b>	<b>95,200.00</b>

**Chassis Interior:**

82. Siren Speakers: Whelen SA 315 Speakers	\$	incl
83. Tap-2 on Primary Siren	\$	incl
84. Siren Option: Whelen C9 Siren in Console	\$	incl
85. Mic 1 on passenger's side slot 1	\$	incl
86. Siren 2 Speakers: Whelen SA 315 Speakers	\$	1,050.00
87. Siren 2 Option: Federal Signal e-Q2B Siren in Console	\$	3,200.00
88. Mic 2 on passenger's side slot 2	\$	incl
89. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
90. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$	175.00
91. Slot 2: Single Slot Switch Panel	\$	incl
92. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims Item ID 2398	\$	incl
93. Slot 4: Siren 1	\$	incl
94. Slot 5: EQ2B Siren	\$	incl
95. Slot 6: Single Blank	\$	incl
96. COMP OPEN / DOOR OPEN Warning Buzzer	\$	400.00
97. COMP OPEN / DOOR OPEN Amber Warning Light on Top driver side corner of the console	\$	550.00
98. Kussmaul USB/USB-C Device at Console	\$	375.00



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99. 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
100. New Armrest	\$	375.00
101. Console Layout: 6-Slot Console	\$	incl
102. Floor in Front of Console: (2) Survivor Flashlights wired Battery Hot	\$	1,050.00
103. Rear of Console: Double Mapholder	\$	575.00
104. Chassis Rear Wall: 3 High Glove Box Holder	\$	375.00
105. Secure-Idle Anti-Theft System	\$	1,000.00
106. UNOC 1036 - Remove and Reinstall Kenwood 800 Radio - VHF radio base in electrical compartment, ignition hot - VHF whip antenna on module roof at location 3 - Remote radio head in console slot 3; ignition hot - 30-ft long radio control cable - Mic on D/S of console slot 1 - Speaker on front of console	\$	500.00
107. UNOC #528 - Furnish and install Aluminum dual cup holder off the back of the console, attached to the rear map holder	\$	100.00
<b>Chassis Interior Subtotal</b>	<b>\$</b>	<b>9,725.00</b>

**Module Interior:**

108. New Lexan for Front Wall and Action Wall Cabinets	\$	1,350.00
109. New Desert Rose Red Interior Trim	\$	575.00
110. Stainless Steel Side and Rear Entry Door Grab Rails (price covered under new Module Paint)	\$	incl
111. Powder Coated Plate on Front Wall in Front I/O	\$	225.00
112. Remove and Discard Drug Box Under Driver Side End of the Front Wall Cabinet	\$	incl
113. UNOC 32 Relocate Kenwood radio equipment under action wall cabinet to front wall cabinet Remote radio head below front wall cabinet, toward the D/S; ignition hot - Customer provided 30-ft long radio control cable - Mic on O2 stainless, centered beneath front wall cabinet - Speaker on front wall under cabinet, behind radio Wiring will route to O2 compartment in lieu of front wall (see E-3406)	\$	200.00
114. New Stainless Steel Countertops	\$	1,250.00
115. New Action Wall with SSCOR Suction	\$	1,725.00
116. Location 1: 4 Switch w/Thermostat	\$	incl



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117. Location 2: Existing Double O2 Outlet	\$	incl
118. Location 3: Electric O2 panel with monitor	\$	2,650.00
119. Location 4: 12VDC wired Battery hot with Medical Diode	\$	450.00
120. Location 6: Blank	\$	incl
121. Location 7: Blank	\$	incl
122. Location 8: Quad 120 VAC for 12' Unit	\$	100.00
123. Location 9: Suction	\$	incl
124. Action Wall Switch Layout : Interior Lights; Front Interior Light; Ventilation Fan; Electric O2;	\$	incl
125. Keep Existing Sharps Container Bracket at Action Wall	\$	incl
126. New Action Wall Acrylic Holder	\$	450.00
127. Acrylic Holder Aft CPR Seat	\$	575.00
128. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Existing Rear Load;	\$	incl
129. Frazer cushions at the Squad Bench	\$	incl
130. Harness Type for Seat Position 1: No Harness	\$	incl
131. 22 Pocket Acrylic Holder	\$	1,000.00
132. Keep Existing Sharps Bracket at Squad Bench	\$	incl
133. New Glove Box & Handrail at the Head of the Squad Bench	\$	525.00
134. Keep Existing Single O2 Outlet at the Squad Bench Wall	\$	incl
135. In-Module Camera at the Rear Headknocker Position	\$	900.00
136. Stryker cot tower only ( no antler and bar )	\$	incl
137. Customer Provided Stryker Power-LOAD - Gen 2	\$	2,575.00
138. New Lonplate II Gunmetal Floor	\$	5,175.00
139. New Laydown O2 Cabinet	\$	675.00
140. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	3,100.00
141. Customer Provided Items Processing Fee	\$	1,150.00
<b>Module Interior Subtotal</b>	<b>\$</b>	<b>24,650.00</b>



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Last edited by trussell on June 30 2025

Email this quote along with your PO  
to Herbert Brady at [hbrady@frazerbilt.com](mailto: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 submitted in writing to [sales@frazerbilt.com](mailto:sales@frazerbilt.com) at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

**CHASSIS PAYMENT CONSIDERATION:** Please note that payment for the chassis may have been issued prior to the 180-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.



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**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.

**MARKET VOLATILITY AND FEATURE AVAILABILITY:** Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.

**IMPORT DUTIES AND TARIFF DISCLAIMER:** The pricing provided in this estimate is based on current market conditions as of the date of issuance and does not account for potential import duties, tariffs, or other



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fees that may be imposed on goods imported from non-U.S. countries. Should such charges come into effect prior to the fulfillment of the order, these additional costs may be reflected in the final pricing. Frazer will provide timely notice of any such changes, including a detailed explanation of the impact, and will work in good faith with the customer to minimize any adverse effects. Frazer values its relationship with the customer and encourages open communication to address any questions or concerns that may arise.

**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 co-venturers, 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:** \_\_\_\_\_



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**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.



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**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).