

Customer Quote



6/19/2024 12:10:23 PM

Estimate No: Q4285-0001  
Quote Date: 6/17/2024  
Expiration Date: 8/1/2024  
Salesperson: LL  
Payment Terms: Due on Delivery

Invoice To: 10510  
Alan Jacobs  
Keller Fire-Rescue  
City of Keller  
P.O. Box 770  
Keller TX 76244  
US

Deliver To:  
Alan Jacobs  
Keller Fire-Rescue  
City of Keller  
P.O. Box 770  
Keller TX 76244  
US

Order Instructions:

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 Configurable Module	1.00	EA	\$	374,825.00	\$	374,825.00
2	CHASSIS 2024 Ram 5500 Diesel 4x4 CP	1.00	EA	\$	0.00	\$	0.00

Chassis Specification and Delivery Policy:

It is imperative that exact chassis specifications are reviewed and approved by Frazer prior to ordering the chassis. This process guarantees compatibility with our build requirements.  
Timing of Vehicle to Frazer :  
Frazer will request the customer-provided chassis from you approximately 60 days before the scheduled production start date. We kindly request that you refrain from asking your ordering dealer to ship the chassis to Frazer before this time. Instead, we recommend that you or your dealer hold the chassis until Frazer makes the request.

3	DELIVERY Customer to pick up FOB Frazer	0.00	M	\$	4.25	\$	0.00
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Delivery and Travel have not been quoted. We can add those in, if needed.

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
6	50984 Mount,Coumputer,Console,PS,Ford	1.00	EA	\$	1,250.97	\$	1,250.97
9	50446 Generator-Electric 6.3kw, Ram/Chevy/Intl	1.00	EA	\$	2,576.32	\$	2,576.32
10	35952 Pulley-2.55 in x 6 Groove Clutch, RAM	1.00	EA	\$	450.00	\$	450.00
11	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00
12	HGAC-NEW Contract No. AM10-23	1.00	EA	\$	1,000.00	\$	1,000.00
13	MISC Miscellaneous Customer Travel	1.00	EA	\$	3,000.00	\$	3,000.00

Customer Travel Details:

Final inspection trip for four people from from DFW to Houston, Texas.  
Economy class round trip airfare included.  
Hotel accommodation for two days, one night included.  
Ground transportation provided while in Houston.  
Meals while in Houston included.

14	STRYKER STAIR-PRO Stair Chair-Stryker Stair-PRO 6252	1.00	EA	\$	5,293.23	\$	5,293.23
15	STRYKER POWER-PRO 2 Cot-Stryker Power-PRO 2 6507	1.00	EA	\$	37,000.00	\$	37,000.00

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No.	Item	Qty	U/M:		Unit Price		Net Amount
16	MISC Motorola Radios per Keller QUOTE-2648300	1.00	EA	\$	7,330.00	\$	7,330.00
17	MISC Customer Contingency for Additional Item	1.00	EA	\$	5,000.00	\$	5,000.00

Remit To:

Frazer, Ltd.  
7219 Rampart Street  
Houston TX 77081

Sale Amount: 437,725.52  
Order Disc( 0.0000%): 0.00  
Surcharge: N/A  
Sales Tax: 0.00  
Misc Charges: 0.00  
Total Amount: 437,725.52

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For your convenience, all pricing has been itemized below per quote Q4285-0001 for Keller Fire-Rescue

Base Module	\$ 167,500.00
Chassis Exterior	\$ 47,575.00
Module Exterior	\$ 61,375.00
Chassis Interior	\$ 22,450.00
Module Interior	\$ 75,925.00
<b>Total \$</b>	<b>374,825.00</b>

**Items included in above totals:**

1. Type I 14' XT Module - Side Entry Door Forward of Front I/O Configuration \$ 6,750.00
2. This is a CAAS GVS v3.0 Unit \$ incl

**Chassis Exterior:**

3. Customer Provided Chassis processing and handling fee and replacement rear window glass with sliding window \$ 2,725.00
4. Heat Shielding for Diesel Chassis \$ 2,225.00
5. Chassis Paint Layout: Paint All One Color - PQ - Race Red \$ 7,300.00
6. Chassis : 2024 RAM 4500, Diesel, 4x2, Regular Cab, 108" Cab to Axle, PW7 - Bright White Clear Coat \$ incl
7. Suspension: LiquidSpring \$ 17,050.00
8. Wheel type: Painted Wheels Frazer Black (FLNA 4123) \$ 2,675.00
9. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator \$ 425.00
10. Road Force Elite tire and wheel balancing \$ incl
11. Chassis Steps: Luverne Running Boards \$ 1,500.00
12. Grille Guard: Full Replacement Bumper \$ 1,925.00
13. Chassis Mud Flaps \$ 500.00
14. 10" and 12" Air Horns \$ 1,600.00
15. Manual Air Horn Air Drain Valve \$ 650.00
16. Compressor Type: Fast Recovery \$ 2,075.00
17. Air Horn Switching Options: Truck Horn/ Air Horn \$ 200.00
18. Siren Amplifier: Howler \$ 1,875.00
19. Window Tint (35% VLT) on Chassis Doors \$ 425.00
20. Exhaust Removal System: Plymovent (magnetic) \$ 1,025.00
21. Low Intensity Light Mode with Photocell on Dashboard \$ 2,900.00
22. Passenger's side Grille Light: Whelen M6 Red Light \$ 125.00
23. Driver's side Grille Light: Whelen M6 Red Light \$ 125.00



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24. Passenger's side Intersect Light: Whelen M6 Red Light	\$	125.00
25. Driver's side Intersect Light: Whelen M6 Red Light	\$	125.00
<b>Chassis Exterior Subtotal</b>		<b>\$ 47,575.00</b>
<b>Module Exterior:</b>		
26. Power Source: MEPS	\$	20,775.00
27. Module Paint Layout: Two Tone - Red - Pierce 90 (FLNA 3042) and Frazer White (Frazer White)	\$	5,100.00
28. Roof Color: White	\$	incl
29. Paint spray out card(s) needed — Frazer White (Frazer White)	\$	250.00
30. Supertherm Coating on Module Roof	\$	1,875.00
31. Blackout cladding: All diamond plating (treadbrite) powdercoated black and rear bumper coated with black bedliner	\$	2,100.00
32. No Design Package	\$	incl
33. Frazer Provided Tier 2 - Standard Graphics	\$	6,200.00
34. Conspicuity Squares with Chevrons on Entry Doors	\$	700.00
35. Conspicuity Strips with Chevrons on Compartment Doors	\$	425.00
36. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
37. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$	350.00
38. Dri-Deck in Applicable Exterior Compartments	\$	425.00
39. Ground Lights: Entry Doors	\$	1,500.00
40. GTT Opticom (Infrared)	\$	2,725.00
41. Opticom Switching: On with Primary and Cut-off with park	\$	incl
42. Whelen TAM85 Traffic Advisor	\$	2,075.00
43. Shore Power: Dual 20/30 Amp Kussmaul Auto Eject w/ Red covers on Front Wall	\$	850.00
44. Pigtail/Plug Option: Pigtail	\$	incl
45. LED Indicator over Shore Power Outlet: Green	\$	300.00
46. Coax 1: Run coax from location 1 to Chassis	\$	incl
47. Coax 2: Run coax from location 2 to Chassis	\$	incl
48. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
49. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
50. Front Scene: Rigid 50" Spot/Flood Brow Light - Black	\$	4,050.00
51. Front Wall Light Layout: Lower 5 Lights	\$	incl
52. Front Wall Light #1: Whelen M6 Blue Light	\$	incl
53. Front Wall Light #2: Whelen M6 Red Light	\$	incl



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54. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
55. Front Wall Light #4: Whelen M6 Red Light	\$	incl
56. Front Wall Light #5: Whelen M6 Blue Light	\$	incl
57. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
58. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
59. NOTE TO ENGINEERING: Leave room for graphics between light bar and lower 5. The opticom will be mounted below the lower 5 (See X-1520)	\$	incl
60. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
61. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
62. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
63. Side Scene Lights: Frazer Standard Whelen M9 Black Housing	\$	incl
64. O2 Compartment Style: 76" O2 Standup with Divider	\$	incl
65. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
66. O2 Cylinder Changing Wrench	\$	150.00
67. Intermediate Compartment Style: SCBA in the Corners	\$	350.00
68. (1) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	775.00
69. Coat Hooks: Two Hooks - 1 on Front Wall and 1 on Rear Wall	\$	200.00
70. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
71. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
72. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	350.00
73. (1) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	775.00
74. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	350.00
75. Module Window Option: Sliding Window	\$	incl
76. Window Tint (5% VLT) on Rear and Side Entry Doors	\$	425.00
77. Upper Rear Wall Light Layout: 3 Across	\$	incl
78. Upper Light #1: Whelen M6 Load Light	\$	incl
79. Upper Light #2: Whelen M6 Amber Light	\$	incl
80. Upper Light #3: Whelen M6 Load Light	\$	incl
81. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
82. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
83. Lower Light #3: Whelen M6 Red Light	\$	incl
84. Lower Light #4: Whelen M6 Red Light	\$	incl



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85. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
86. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
87. Rear Backboard Options: 5" Compartment Shelf	\$	350.00
88. Lower BTTs: 2 M6 Lights on each side	\$	1,050.00
89. Treadbrite Add on: Padeyes Below Rear Entry Doors	\$	950.00
90. Rear Bumper	\$	incl
91. Door Grabbers	\$	incl
92. License Plate Light	\$	incl
93. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
94. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
95. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
96. Passenger Scene Light Activated with Side Entry Door	\$	475.00
97. Interior Step Option: Double Step Well	\$	incl
98. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
99. Door Locks on Entry Doors and Compartments	\$	4,125.00
100. Gas Hold Open on All Compartments	\$	1,650.00
<b>Module Exterior Subtotal</b>		<b>\$ 61,375.00</b>

#### Chassis Interior:

101. Siren Speakers: Whelen SA 315 Speakers	\$	incl
102. Tap-2 on Primary Siren	\$	incl
103. Siren Option: Whelen C9 Siren in Console	\$	incl
104. Mic 1 on passenger's side slot 1	\$	incl
105. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
106. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$	150.00
107. Slot 2: Single Slot Switch Panel	\$	incl
108. Slot 3: Siren 1	\$	incl
109. Slot 4: Traffic Advisor Head	\$	incl
110. Slot 5: Single Blank	\$	incl
111. Slot 6: Radio Plate: 7 L X 2 W opening dims Item ID 22667	\$	incl
112. COMP OPEN / DOOR OPEN Red Warning Light on Blank MDT plate on console	\$	525.00
113. Console Switch Layout : Primary - Secondary - Air Horn - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Front Scene -	\$	incl
114. New Armrest	\$	350.00

115. Console Layout: 6-Slot Console	\$	incl
116. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	275.00
117. Rear of Console: Single Mapholder	\$	350.00
118. Chassis Rear Wall: 3 High Glove Box Holder	\$	350.00
119. Camera System: Voyager 7" Monitor with Back-Up Camera	\$	2,400.00
120. Black Back-up Camera	\$	incl
121. Map Light: Light on both sides	\$	625.00
122. Tremco Anti-Theft System	\$	725.00
123. Aftermarket Vinyl Seats	\$	1,225.00
124. UNOC # 328 - Furnish and install Lind power supply in the console wired battery hot	\$	475.00
125. UNOC # ??? Furnish and install Motorola APX <sup>TM</sup> 6500 radio equipment (per quote #QUOTE-2648300) :	\$	3,500.00
<ul style="list-style-type: none"> <li>-Base in Electrical compartment; wired fail safe</li> <li>-Antenna on module roof - antenna on module roof</li> <li>-Radio head in console slot #6</li> <li>-Mic on P/S of slot #1</li> <li>-speaker on front of console</li> </ul>		
126. UNOC 2405 "Furnish and install Whelen Core WeCanX system, including the following components:	\$	2,875.00
<ul style="list-style-type: none"> <li>- Siren controller CCTL6 with rotary knob, installed at console ...OR...</li> <li>- Siren controller CCTL7 with 21-button panel, installed at console</li> <li>- Siren base in electrical compartment</li> <li>- Secondary siren base in electrical compartment</li> <li>- Photo cell</li> <li>- Sync module</li> <li>- Howlers</li> </ul> <p>&lt;This UNOC is intended to be a template for Whelen Core components. Copy it into a new UNOC and make it specific for the unit being configured. Update pricing as required. Programming, configuration, and final installation is not included. For that, refer to UNOC #2406.&gt;"</p>		
127. UNOC 2406 "Production and Engineering labor and materials to program, configure, and complete installation of Whelen Core system, including:	\$	8,625.00
<ul style="list-style-type: none"> <li>- Collaboration with &lt;customer contact&gt; and Whelen rep</li> <li>- Calling right of way: Day</li> <li>- Calling right of way: Night</li> <li>- Blocking: Day</li> <li>- Blocking: Night</li> <li>- DVI pattern</li> <li>- Scene light and load light functionality</li> <li>- Functionality of other components to be controlled</li> </ul>		





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<This UNOC is intended to be a template for Whelen Core installation, programming and configuration. Copy it into a new UNOC and make it specific for the unit being configured. Update pricing as required. Componentry is not included in this UNOC. For that refer to UNOC #2405.>"

**Chassis Interior Subtotal \$ 22,450.00**

**Module Interior:**

128. Protek Cushions	\$	incl
129. Cobalt Blue Interior	\$	incl
130. Stainless Steel Countertops	\$	incl
131. Yellow Grab Rails	\$	350.00
132. Sentinel Disinfection System	\$	5,050.00
133. Stacked Cabinet with Medvault Opening and Refrigerator	\$	3,925.00
134. Medvault w/ Wifi	\$	3,975.00
135. Refrigerator Lock	\$	375.00
136. (2) Glove Box Holders on the Front Wall	\$	500.00
137. NOTE- on the front stacked cabinet. Medvault at top, Cabinet in middle and Fridge on bottom. Relocate duplex to bottom for fridge.	\$	incl
138. Location 1: 8 Switch panel	\$	incl
139. Location 2: Double O2 Outlet	\$	incl
140. Location 3: Electric O2 panel with monitor	\$	2,525.00
141. Location 4: Thermostat	\$	incl
142. Location 6: Blank	\$	incl
143. Location 7: Blank	\$	incl
144. Location 8: Quad 120 VAC	\$	incl
145. Location 9: Suction	\$	incl
146. (1) Kussmaul USB/USB-C Device(s) at Action Wall	\$	350.00
147. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Module Heater - Hi/Off/Low; Kussmaul USB/USB-C; Blank; Blank;	\$	incl
148. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	2,175.00
149. Sharps Container at Action Wall	\$	incl
150. Acrylic Holder at the Action Wall Cabinet	\$	incl
151. New 6pt Harness at the CPR Seat	\$	775.00
152. Cabinet Aft CPR Seat	\$	1,350.00
153. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
154. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl



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155. Harness Type for Seat Position 1: New 6pt Harness	\$ 775.00
156. Harness Type for Seat Position 3: New 6pt Harness	\$ 775.00
157. Acrylic Holder and Sharps at Squad Bench	\$ 1,200.00
158. Triple Squad Bench Cabinet	\$ 1,350.00
159. Trashcan With Lid at the Head of the Squad Bench	\$ incl
160. O2 Outlet Above the Front I/O	\$ incl
161. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$ incl
162. 3 High "D" Cylinder Holder in the Front I/O	\$ 500.00
163. Duplex Outlet Above the Front I/O	\$ incl
164. Overhead Disinfecting Lamp - Firetech UV-C	\$ 6,850.00
166. IV Hanger on Ceiling Raceway	\$ incl
167. Driver and Passenger Side Yellow Powdercoated Ceiling Grab Rails for 14' Unit	\$ 725.00
168. IV Hanger on Squad Bench Ceiling	\$ incl
169. Rear Headknocker Options: With Clock only	\$ 700.00
170. Stryker cot tower only ( no antler and bar )	\$ incl
171. Floor Options: New Stryker Power-LOAD System - Gen 2	\$ 38,750.00
172. Loncoin II Onyx Floor	\$ incl
173. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$ 1,050.00
174. Module Heater : New	\$ incl
175. Customer Provided Items Processing Fee	\$ 1,100.00
<b>Module Interior Subtotal</b>	<b>\$ 75,925.00</b>



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Last edited by llambert on June 19 2024

Email this quote along with your PO  
to Lauren Lambert at [llambert@frazerbilt.com](mailto:llambert@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 120 days before the projected production start 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 120-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.

**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.



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**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:** \_\_\_\_\_

**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.



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**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.



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**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).