

ATTACHMENT A

Frazer Quote

Customer Quote



9/8/2023 2:17:29 PM

Estimate No: Q3673-0001
Quote Date: 7/18/2023
Expiration Date: 9/30/2023
Salesperson: HB
Payment Terms: Due on Delivery

Invoice To:

Shara Aivazi
Victorville Fire Department
14343 Civic Dr
Victorville CA 92392
US

Deliver To:

Phone:(760) 955-5233

Order Instructions:

Revisions:
8/4/2023
Added UNOC Install CP Radios instructions TBD
Added UNOC Install CP APX handheld chargers location/wiring TBD
Added UNOC Furnish and Install FireComm system
Changed Cot Retention to CP PL Gen 2

Quoted on International CV515 Chassis TPW 9/26/2023 Per International

1HTKTSWKXPH138485
1HTKTSWK0PH138222
1HTKTSWK7PH138220

| No. | Item | Qty | U/M: | | Unit Price | | Net Amount |
|-----|--|------|------|----|------------|----|------------|
| 1 | MODULE Type I 14' Module | 3.00 | EA | \$ | 259,950.00 | \$ | 779,850.00 |
| 2 | CHASSIS 2023 International CV515 Diesel 4X4 | 3.00 | EA | \$ | 102,250.00 | \$ | 306,750.00 |
| 3 | DELIVERY Delivery to customer location | 0.00 | M | \$ | 4.00 | \$ | 0.00 |

Chassis VINs
1HTKTSWKXPH138485
1HTKTSWK0PH138222
1HTKTSWK7PH138220

NA

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 | HGAC-NEW Contract No. AM10-20 | 1.00 | EA | \$ | 1,000.00 | \$ | 1,000.00 |
| 5 | SpecDoc Configurable item to create the SpecDoc | 1.00 | EA | \$ | 0.00 | \$ | 0.00 |
| 6 | TAX SALES TAX (8.75%) | 1.00 | EA | \$ | 95,077.50 | \$ | 95,077.50 |

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount: 1,182,677.50
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 1,182,677.50

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For your convenience, all pricing has been itemized below per quote Q3673-0001 for Victorville Fire Department

| | |
|------------------|-------------------|
| Base Module | \$ 146,225.00 |
| Chassis Exterior | \$ 13,275.00 |
| Module Exterior | \$ 65,600.00 |
| Chassis Interior | \$ 26,375.00 |
| Module Interior | \$ 8,475.00 |
| Total \$ | 259,950.00 |

Items included in above totals:

- 1. Type I 14' Module - Transverse Unit Configuration \$ 5,325.00
- 2. This is a CAAS GVS v3.0 Unit \$ incl

Chassis Exterior:

- 3. Heat Shielding for Diesel Chassis \$ 2,025.00
- 4. Chassis Paint Layout: Paint Half - Frazer White (Frazer White) \$ 5,600.00
- 5. Chassis : 2023 International CV 515 (Class 4), Diesel, 4x4, Regular Cab, 108" Cab to Axle, NAV 2562 - Red (FLNA 31886) \$ incl
- 6. Suspension: Factory Liquid Spring \$ incl
- 7. Wheel type: Factory Aluminum \$ incl
- 8. Road Force Elite tire and wheel balancing \$ incl
- 9. Chassis Step Diamond Plate Panels \$ 650.00
- 10. 10" and 12" Air Horns \$ 1,450.00
- 11. Compressor Type: Fast Recovery \$ 1,875.00
- 12. Air Horn Switching Options: Momentary \$ 125.00
- 13. Passenger's side Grille Light: Whelen M6 Clear Light \$ 100.00
- 14. Driver's side Grille Light: Whelen M6 Red Light \$ 100.00
- 15. Passenger's side Intersect Light: Whelen M6 Red Light \$ 100.00
- 16. Driver's side Intersect Light: Whelen M6 Clear Light \$ 100.00
- 17. Driver Fender Light: Whelen M6 Red Light \$ 425.00
- 18. Passenger Fender Light: Whelen M6 Red Light \$ 425.00
- 19. UNOC #1000 - Wire Clear lights to turn ON with Secondary and OFF with Park (this does NOT include Clear lights on brow light, which are switched independently of the other Clear lights) \$ 300.00

Chassis Exterior Subtotal \$ 13,275.00

Module Exterior:



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| 20. Power Source: MEPS | \$ 18,950.00 |
| 21. Module Paint Layout: Two Tone - Red (FLNA 3042) and NAV 9218 - Cameo White | \$ 4,650.00 |
| 22. Roof Color: NAV 9218 - Cameo White | \$ incl |
| 23. Paint spray out card(s) needed — Red (FLNA 3042) | \$ 225.00 |
| 24. Supertherm Coating on Module Roof | \$ 1,700.00 |
| 25. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay | \$ 2,025.00 |
| 26. Conspicuity on Rear Entry Door Windows Matching the Rear Wall | \$ 250.00 |
| 27. Conspicuity Squares on Entry Doors Matching the Rear Wall | \$ 625.00 |
| 28. Conspicuity Strips on Compartments Matching the Rear Wall | \$ 375.00 |
| 29. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco | \$ 250.00 |
| 30. Driver Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco | \$ 250.00 |
| 31. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco | \$ 250.00 |
| 32. Passenger Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco | \$ 250.00 |
| 33. Frazer Provided Graphics | \$ 3,500.00 |
| 34. Body Drop on the Passenger's Side Forward of Rear Wheels | \$ incl |
| 35. Hidden Switch Behind the Driver's Side Front Corner Stone Guard | \$ 300.00 |
| 36. Dri-Deck in Applicable Exterior Compartments | \$ 375.00 |
| 37. Transverse Compartment Type: (2) Sliding Trays with Shelf Above | \$ 3,350.00 |
| 38. Ground Lights: Perimeter of Module and Under Chassis Steps | \$ 4,000.00 |
| 39. GTT Opticom (Infrared) | \$ 2,475.00 |
| 40. Opticom Switching: On with Primary and Cut-off with park | \$ incl |
| 41. Whelen TAM85 Traffic Advisor | \$ 1,875.00 |
| 42. Shore Power: Single 30 Amp auto eject w/ Red cover on Driver's Side Wall | \$ 625.00 |
| 43. Pigtail/Plug Option: Pigtail | \$ incl |
| 44. Coax 1: Run coax from location 1 to Chassis | \$ incl |
| 45. Coax 2: Run coax from location 2 to Chassis | \$ incl |
| 46. Coax 3: Run coax from location 3 to Electrical Compartment | \$ incl |
| 47. Coax 4: Run coax from location 4 to Electrical Compartment | \$ incl |
| 48. UNOC #2337 - Furnish and install fixed shelf with vertical divider above slide-out trays in transverse compartment. | \$ 350.00 |
| 49. Furnish and install (4) slide-out trays in transverse compartment: - (2) trays with fabricated pans mounted on compartment floor; aft side and back of pans to be tall (ref. Northport E-2774) | \$ 2,300.00 |



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| - (2) slide-and-tilt trays mounted on shelf | | |
| - 120 degree hold-opens on both doors | | |
| 50. UNOC #217 - Furnish and install (3) Whelen M4V, Red, Super LED “V” series lights with chrome adapter flanges, with Red lenses: (1) mounted to inside of each module entry door | \$ | 900.00 |
| *Note: Wire RED to flash when entry doors are open and CLEAR to come ON at same time | | |
| *Note: Wire to ignition | | |
| 51. Front Wall Light Layout: Middle 5 Lights | \$ | incl |
| 52. Front Wall Light #1: Whelen M6 Red Light | \$ | incl |
| 53. Front Wall Light #2: Whelen M6 Red Light | \$ | incl |
| 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 Red 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. UNOC #2553 - Extend height of front wall diamond plate panels by approximately 48". Make panels 6" wider than lower panels to ensure the front wall is covered behind the contour of the chassis. | \$ | 800.00 |
| 60. 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 3 | \$ | 2,475.00 |
| 61. UNOC #2572 - Use "Pinwheel Variable" flash pattern (number 154) for front and rear box lights only | \$ | 50.00 |
| 62. UNOC 1946 Front Wall light #3 to be steady-burn RED for California Compliance | \$ | 125.00 |
| 63. Driver Wall Front Box Light: Whelen M6 Red Light | \$ | incl |
| 64. Driver Wall Rear Box Light: Whelen M6 Red Light | \$ | incl |
| 65. Driver Wheel Well Light: Whelen M6 Red Light | \$ | incl |
| 66. Side Scene Lights: Whelen Pioneer Plus Dual Panel LED (Surface) | \$ | 3,750.00 |
| 67. O2 Compartment Style: Laydown O2 with Adjustable Shelf | \$ | incl |
| 68. O2 Rollers for an H Cylinder | \$ | incl |
| 69. O2 Cylinder Changing Wrench | \$ | 125.00 |
| 70. O2 Regulator - Ship Loose | \$ | 250.00 |
| 71. Electrical Compartment Style: Standard Electrical Compartment | \$ | incl |
| 72. Lower Storage Style: Standard Lower Storage | \$ | incl |
| 73. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well | \$ | incl |
| 74. Dometic Self-Contained A/C with Exhaust Fan | \$ | incl |



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| 75. Rear Storage Compartment Style: Rear Storage with Adjustable Shelf | \$ | incl |
| 76. UNOC #2554 - Furnish and install (1) O2 bottle storage structure on D/S wheel well cladding | \$ | 500.00 |
| 77. UNOC #2573 - Hinge O2 compartment door on rear side of compartment opening, in lieu of standard; customer is aware latch level will change on the door | \$ | 400.00 |
| 78. UNOC #2574 - Delete adjustable shelf and unistrut tracks from D/S rear storage compartment | \$ | -500.00 |
| 79. Module Window Option: Sliding Window | \$ | incl |
| 80. Upper Rear Wall Light Layout: 3 Across | \$ | incl |
| 81. Upper Light #1: Whelen M6 Load Light | \$ | incl |
| 82. Upper Light #2: Whelen M6 Amber Light | \$ | incl |
| 83. Upper Light #3: Whelen M6 Load Light | \$ | incl |
| 84. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light | \$ | incl |
| 85. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light | \$ | incl |
| 86. Lower Light #3: Whelen M6 Red Light | \$ | incl |
| 87. Lower Light #4: Whelen M6 Red Light | \$ | incl |
| 88. Rear Wall Driver Box Light: Whelen M6 Red Light | \$ | incl |
| 89. Rear Wall Passenger Box Light: Whelen M6 Red Light | \$ | incl |
| 90. Rear Backboard Options: 5" Compartment Shelf | \$ | 300.00 |
| 91. Lower BTTs: 2 M6 Lights on each side | \$ | 950.00 |
| 92. Rear Bumper | \$ | incl |
| 93. Door Grabbers | \$ | incl |
| 94. License Plate Light | \$ | incl |
| 95. UNOC #2575 - Replace vertical trim on rear wall with Aluminum diamond plate; powder coat Black to match lower diamond plate | \$ | 225.00 |
| 96. Passenger Wall Front Box Light: Whelen M6 Red Light | \$ | incl |
| 97. Passenger Wall Rear Box Light: Whelen M6 Red Light | \$ | incl |
| 98. Passenger Wheel Well Light: Whelen M6 Red Light | \$ | incl |
| 99. Passenger Scene Light Activated with Side Entry Door | \$ | 425.00 |
| 100. Interior Step Option: Double Step Well | \$ | incl |
| 101. Passenger Rear Compartment Style: Passenger Side Storage Compartment | \$ | incl |
| 102. Door Locks on Entry Doors and Front I/O | \$ | 1,900.00 |
| 103. Gas Hold Open on All Compartments | \$ | 2,000.00 |
| 104. *Note to Engineering: Gas shock hold opens on O2 and front I/O compartment doors to be set at 90-degrees | \$ | incl |



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| 105. UNOC #504 - Furnish and install (2) O2 bottle storage structures on P/S wheel well cladding | \$ 1,500.00 |
| 106. UNOC #2555 - Hinge front I/O door on the rear side of compartment opening, in lieu of standard; customer is aware latch level will change on the door | \$ 400.00 |
| 107. UNOC #2296 - In addition to gas shock hold-open on side entry door, install over-limit strap to prevent door from over-extending and damaging the shock | \$ 75.00 |
| Module Exterior Subtotal | \$ 65,600.00 |

Chassis Interior:

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| 108. Siren Speakers: 2 CAST Speakers | \$ 775.00 |
| 109. Tap-2 on Primary Siren | \$ incl |
| 110. Siren Option: Whelen C9 Siren in Console | \$ incl |
| 111. Mic 1 on passenger's side slot 2 | \$ incl |
| 112. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub | \$ incl |
| 113. Slot 1: Extended MDT plate - no swivel, no fuel gauge | \$ 125.00 |
| 114. Slot 2: Single Slot Switch Panel | \$ incl |
| 115. Slot 3: Siren 1 | \$ incl |
| 116. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims | \$ incl |
| 117. Slot 5: Traffic Advisor Head | \$ incl |
| 118. Slot 6: Single Blank | \$ incl |
| 119. COMP OPEN / DOOR OPEN Red Warning Light on Driver side of siren plate on console | \$ 475.00 |
| 120. Kussmaul USB/USB-C at Console | \$ 300.00 |
| 121. Console Switch Layout : Primary - Secondary - Blank - Kussmaul USB/USB-C - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Air Horn - | \$ incl |
| 122. New Armrest | \$ 300.00 |
| 123. Console Layout: 6-Slot Console | \$ incl |
| 124. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder | \$ 250.00 |
| 125. Chassis Rear Wall: 3 High Glove Box Holder | \$ 300.00 |
| 126. Camera System: Voyager 7" Monitor with Back-Up Camera | \$ 2,175.00 |
| 127. Black Back-up Camera | \$ incl |
| 128. Back-up warning system with speaker installed inside the console | \$ 1,275.00 |
| 129. Secure-Idle Anti-Theft System | \$ 850.00 |
| 130. Aftermarket Vinyl Seats | \$ 1,100.00 |
| 131. UNOC #643 - Furnish and install Newmar intercom system: | \$ 600.00 |



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| - (1) handset on chassis rear wall, on P/S of glove box holder | | |
| - (1) handset on O2 stainless, 3" from the edge, above action wall countertop | | |
| 132. UNOC #2576 - Furnish and install plate between seats in chassis cab, on rear wall, over rear window glass that connects to the chassis ceiling (see Thornton Fire) | \$ | 150.00 |
| 133. UNOC #2577 - Mount 3-high glove box holder to plate over chassis rear glass, in lieu of rear wall | \$ | incl |
| 134. UNOC #2578 - Move console as far to the rear as possible | \$ | incl |
| 135. UNOC# 1263 - Install customer provided Knox KeySecure in the chassis on the riser in front of the console - wired battery hot | \$ | 200.00 |
| 136. UNOC #1611 Furnish and install Federal Signal EQ2B: | \$ | 3,450.00 |
| - Control head in slot 3 and cycle/break switch at position 7 | | |
| - (2) Under Pro Speakers installed under the front bumper like previous units. (Item#'s 27823, 27824) | | |
| 137. UNOC 2626 Furnish and install wireless FireCom intercom system: | \$ | 11,775.00 |
| - 210 base in the chassis cab | | |
| - (2) dual-eared wired headsets in the cab on hooks | | |
| - (1) dual-eared headset at the action wall | | |
| - (1) single-eared headset below the cabinet above the front I/O | | |
| - Interfaced with the radio at the console | | |
| 138. UNOC 463 <add details> "Install customer provided radio equipment: | \$ | 1,150.00 |
| - Install (?) antenna on module roof with coaxes run to the electrical compartment | | |
| - Install <type> radio base in the electrical compartment | | |
| - Install router in the electrical compartment | | |
| - Install radio head at the console with speaker and mic | | |
| - Install radio head at the action wall with speaker and mic | | |
| - Install Gamber Johnson MDT tablet mount on the console | | |
| - Install customer provided tablet mount on the rear wall of the chassis" | | |
| 139. UNOC ???? Furnish and install (2) Customer Provided <make & model> handheld radio chargers mounted <where>; wired <how?> | \$ | 200.00 |
| 140. UNOC 822 Furnish and install FRC IC100 intercom with PTT on D/S of console; voice activated portion at action wall; RF filter to be installed | \$ | 925.00 |
| | Chassis Interior Subtotal \$ | 26,375.00 |

Module Interior:

| | | |
|-----------------------------------|----|--------|
| 141. Protek Cushions | \$ | incl |
| 142. Gunmetal Grey Interior | \$ | incl |
| 143. Stainless Steel Countertops | \$ | incl |
| 144. Stainless Steel Grab Rails | \$ | incl |
| 145. Front I/O with Cargo Netting | \$ | 550.00 |



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| 146. Quad Outlet in the Front I/O | \$ | incl |
| 147. Duplex Outlet on the Front Wall | \$ | incl |
| 148. Quad Outlet in the Front Corner Area | \$ | 250.00 |
| 149. Netting at the Front Corner Area | \$ | incl |
| 150. Customer Provided Medvault | \$ | 625.00 |
| 151. UNOC #863 - Furnish and install Smithworks IV warmer in front corner area, on the shelf, plugged into 120VAC outlet | \$ | 850.00 |
| 152. UNOC #2436 - Customer understands the benefits of the auxiliary patient compartment heater, and that it is a required feature to meet heating requirements in certain weather conditions, but elects to have it deleted from the spec on units E-3927-3928 and E-3933-3934; however, units E-3939-3940 will have the module heater installed | \$ | -1,000.00 |
| 153. UNOC #2579 - Install Medvault beneath front wall cabinet, on D/S | \$ | incl |
| 154. Location 1: 8 Switch panel | \$ | incl |
| 155. Location 2: Double O2 Outlet | \$ | incl |
| 156. Location 3: Thermostat | \$ | incl |
| 157. Location 4: Dual USB receptacles | \$ | 300.00 |
| 158. Location 6: Blank | \$ | incl |
| 159. Location 7: Blank | \$ | incl |
| 160. Location 8: Quad 120 VAC | \$ | incl |
| 161. Location 9: Suction | \$ | incl |
| 162. Door Lock Switch at Action Wall | \$ | 175.00 |
| 163. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low; Unlock/Lock; Blank; Blank; Blank; | \$ | incl |
| 164. Sharps Container at Action Wall | \$ | incl |
| 165. Acrylic Holder at the Action Wall Cabinet | \$ | incl |
| 166. New 6pt Harness at the CPR Seat | \$ | 700.00 |
| 167. Acrylic Holder Aft CPR Seat | \$ | incl |
| 168. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load; | \$ | incl |
| 169. Two Seating Positions at the Squad Bench - 1 and 3 | \$ | incl |
| 170. Harness Type for Seat Position 1: New 6pt Harness | \$ | 700.00 |
| 171. Harness Type for Seat Position 3: New 6pt Harness | \$ | 700.00 |
| 172. Double Squad Bench Cabinet | \$ | 850.00 |
| 173. New Glove Box & Handrail at the Head of the Squad Bench | \$ | 450.00 |
| 174. Trashcan With Lid at the Head of the Squad Bench | \$ | incl |



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| 175. O2 Outlet at the Squad Bench Wall | \$ | incl |
| 176. IV Hanger on Ceiling Raceway | \$ | incl |
| 177. Driver Side Stainless Steel Ceiling Grab Rail for 12' Unit | \$ | incl |
| 178. IV Hanger on Squad Bench Ceiling | \$ | incl |
| 179. In-Module Camera at the Rear Position | \$ | 775.00 |
| 180. Head knocker options: No Clocks or Speakers | \$ | incl |
| 181. Stryker cot tower only (no antler and bar) | \$ | incl |
| 182. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2 | \$ | 2,225.00 |
| 183. Loncoin II Onyx Floor | \$ | incl |
| 184. Captain's Chair Type: Standard Captain's Chair with 4pt. Harness | \$ | incl |
| 185. Module Heater : New | \$ | incl |
| 186. Customer Provided Items Processing Fee | \$ | 325.00 |
| | | <hr/> |
| Module Interior Subtotal | \$ | 8,475.00 |



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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)



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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 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.



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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.

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



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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.



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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).