

Customer Quote



11/28/2023 12:12:26 PM

Estimate No: Q3251-0001  
Quote Date: 11/9/2023  
Expiration Date: 12/24/2024  
Salesperson: LL  
Payment Terms: Due on Delivery

Invoice To: 10675  
Christopher Jungst  
North Richland Hills Fire-Rescue  
City of North Richland Hills  
6110 Dick Fisher Dr. West  
North Richland Hills TX 76180  
US

Deliver To:  
Christopher Jungst  
North Richland Hills Fire-Rescue  
City of North Richland Hills  
6110 Dick Fisher Dr. West  
North Richland Hills TX 76180  
US

Order Instructions:  
Graphics: stop and cut graphics at edge do not to wrap around. Ref. E-3915 Colleyville

Customer trade in unit is E-2461

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 14' Module	1.00	EA	\$	318,950.00	\$	318,950.00
2	CHASSIS 2024 Ford F-450 Diesel 4x2	1.00	EA	\$	75,000.00	\$	75,000.00
3	DELIVERY CUSTOMER PICK UP-FOB FRAZER	1.00	M	\$	0.00	\$	0.00
4	BUY-BOARD Buy Board Contract 650-21	1.00	EA	\$	800.00	\$	800.00
5	TRADE-IN Module	1.00	EA	\$	-10,000.00	\$	-10,000.00
1							
6	50873 Pulley-1.9 in x 8 Groove, Ford/Chevy	1.00	EA	\$	103.00	\$	103.00
7	33088 Generator-Electric 6.3kw, Ford	1.00	EA	\$	2,500.00	\$	2,500.00

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
8	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00
9	STRYKER POWER-PRO 2 Cot-Stryker Power-PRO XT 6507	1.00	EA	\$	31,900.00	\$	31,900.00
10	194 Holder-Glove Box, Triple	1.00	EA	\$	185.00	\$	185.00

Remit To:

Frazer, Ltd.  
7219 Rampart Street  
Houston TX 77081

Sale Amount: 419,438.00  
Order Disc( 0.0000%): 0.00  
Surcharge: N/A  
Sales Tax: 0.00  
Misc Charges: 0.00  
Total Amount: 419,438.00

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For your convenience, all pricing has been itemized below per quote Q3251-0001 for North Richland Hills Fire-Rescue

Base Module	\$ 147,050.00
Chassis Exterior	\$ 36,200.00
Module Exterior	\$ 59,950.00
Chassis Interior	\$ 10,850.00
Module Interior	\$ 64,900.00
<b>Total \$</b>	<b>318,950.00</b>

**Items included in above totals:**

- |   |             |
|---|-------------|
| 1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration | \$ 6,150.00 |
| 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 All One Color - Red (CM405F5)                                | \$ 6,650.00  |
| 5. Chassis : 2024 Ford F-450, Diesel, 4x2, Regular Cab, 108" Cab to Axle, Z1 - Oxford White | \$ incl      |
| 6. Suspension: LiquidSpring   | \$ 15,550.00 |
| 7. Wheel type: Factory Aluminum   | \$ incl      |
| 8. Road Force Elite tire and wheel balancing  | \$ incl      |
| 9. Chassis Steps: ArcRite with Sure Grip  | \$ 1,350.00  |
| 10. Grille Guard: Grille Guard with Wraparounds   | \$ incl      |
| 11. Led Go-Light with Black Housing with Control Pad at Chassis Headliner                   | \$ 1,700.00  |
| 12. 10" and 12" Air Horns   | \$ 1,450.00  |
| 13. Compressor Type: Fast Recovery  | \$ 1,875.00  |
| 14. Air Horn Switching Options: Truck Horn/ Air Horn  | \$ 175.00    |
| 15. Window Tint (35% VLT) on Chassis Doors  | \$ 375.00    |
| 16. Exhaust Removal System: Plymovent   | \$ 900.00    |
| 17. Passenger's side Grille Light: Whelen 600 Rota-Beam Red Light                           | \$ 450.00    |
| 18. Driver's side Grille Light: Whelen 600 Rota-Beam Red Light                              | \$ 450.00    |
| 19. Passenger's side Intersect Light: Whelen M4 Red/Clear Light                             | \$ 125.00    |
| 20. Driver's side Intersect Light: Whelen M4 Red/Clear Light                                | \$ 125.00    |
| 21. Driver Fender Light: Whelen M4 Red/Clear Light  | \$ 450.00    |
| 22. Passenger Fender Light: Whelen M4 Red/Clear Light                                       | \$ 450.00    |
| 23. UNOC #522 - Paint factory chrome bumper red to match chassis (CM405F5) with             | \$ 1,100.00  |



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black reflective striping		
24. UNOC #214 Furnish and install jump start plug mounted near the battery box on the D/S under the chassis door in the vicinity of the factory positive post. Reference E-3423 for plug type and brand	\$	350.00
25. Note - this is the Magnetic plymovent exhaust tip. Route exhaust to the P/S	\$	incl
26. NOTE to Engineering / Paint: Please spray sealer on the chassis paint prior to delivering to vendor for paint up. This is to prevent some bleed through color issues the customer has experienced with prior builds.	\$	incl
27. UNOC #2615 Apply bedliner coating to factory chassis steps on CV515	\$	650.00
<b>Chassis Exterior Subtotal</b>	<b>\$</b>	<b>36,200.00</b>
<b>Module Exterior:</b>		
28. Power Source: MEPS	\$	18,950.00
29. Module Paint Layout: Non-White One Tone - Red (CM405F5)	\$	3,350.00
30. Roof Color: OTHER: white	\$	incl
31. Supertherm Coating on Module Roof	\$	1,700.00
32. Blackout cladding: All diamond plating (treadbrite) powdercoated black and rear bumper coated with black bedliner	\$	1,900.00
33. Rear Wall 3M Conspicuity Layout - Chevron : Red Base Color and Black - Reflective Overlay	\$	2,025.00
34. Entry Door Conspicuity Layout - Squares : White Base Color	\$	450.00
35. Compartment Conspicuity Layout - Strips : White Base Color	\$	250.00
36. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	\$	250.00
37. Driver Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	\$	250.00
38. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	\$	250.00
39. Passenger Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	\$	250.00
40. Frazer Provided Graphics	\$	3,000.00
41. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
42. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$	300.00
43. Dri-Deck in Applicable Exterior Compartments	\$	375.00
44. GTT Opticom (Infrared)	\$	2,475.00
45. Opticom Switching: On with Primary and Cut-off with park	\$	incl
46. Shore Power: Single 30 Amp auto eject w/ Red cover on Rear Wall	\$	625.00
47. Pigtail/Plug Option: Pigtail	\$	incl
48. Coax 1: Run coax from location 1 to Chassis	\$	incl



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49. Coax 2: Run coax from location 2 to Chassis	\$	incl
50. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
51. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
52. UNOC #1468 - All Clear and Red/Clear split LEDs turn OFF in PARK	\$	300.00
53. UNOC #413 - (4) extra Whelen M6 series LEDS - (2) on each side of the module (1 fore and 1 aft of the scene light) in line with corner box lights - RED	\$	1,100.00
54. UNOC #1628 - Install customer provided radio equipment: - APX 6500 radio base in the electrical compartment; battery hot - ignition activated - (1) single, multi-band antenna for radio and Cradlepoint on module roof - Radio head in console slot 3 - Mic on D/S of console slot 1 - Speaker on the front of the console	\$	500.00
55. UNOC #195 - Install customer provided Cradlepoint in the electrical compartment (multi-band antenna on the module roof); run CAT-6 cable to Keysecure in console, battery hot; run CAT-6 cable to Medvault in module	\$	600.00
56. UNOC #1629 - Wire auto-eject activation to battery direct	\$	150.00
57. Front Wall Light Layout: Lower 5 Lights	\$	incl
58. Front Wall Light #1: Whelen M6 Clear Light	\$	incl
59. Front Wall Light #2: Whelen M6 Red Light	\$	incl
60. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
61. Front Wall Light #4: Whelen M6 Red Light	\$	incl
62. Front Wall Light #5: Whelen M6 Clear Light	\$	incl
63. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
64. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
65. UNOC #381 - Inverted V front wall light layout	\$	incl
66. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
67. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
68. Driver Wheel Well Light: Whelen M6 Red/Clear Light	\$	125.00
69. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing	\$	incl
70. O2 Compartment Style: 76" O2 Standup	\$	incl
71. O2 Cylinder Electric Lift	\$	5,750.00
72. O2 Cylinder Changing Wrench	\$	125.00
73. O2 Regulator - Ship Loose	\$	250.00
74. Intermediate Compartment Style: Left T-Split	\$	300.00
75. Electrical Compartment Style: Taller Electrical Compartment	\$	incl

76. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
77. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	300.00
78. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	1,400.00
79. Irons Lok K5003 Bracket	\$	475.00
80. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	300.00
81. tUNOC #514 - Furnish and install (2) orange Survivor flashlights in the rear storage compartment on the floor below each SCBA bracket; wired battery hot	\$	700.00
82. UNOC #446 - Install customer provided Knox KeySecure on floor in front of the console towards the D/S facing up; connected to external antenna; battery hot	\$	325.00
83. UNOC #1460 - Install customer provided thermal imager in D/S rear storage compartment on the front wall towards the opening; wired failsafe	\$	225.00
84. NOTE Lok K5003 bracket mounted vertically in D/S rear storage compartment, centered on back wUNOC #1630 - Furnish and install Irons all, touching the floor of the compartment	\$	incl
85. UNOC #1461 - Furnish and install bolt cutter bracket in D/S rear storage compartment on rear wall towards opening (same as previous unit)	\$	550.00
86. Lok K5003 bracket mounted vertically in D/S rear storage compartment, centered on back wUNOC #1630 - Furnish and install Irons all, touching the floor of the compartment	\$	500.00
87. 81. Note to engineering: Stand-up O2 compartment w/ ZICO quick-release with motor wired to disable LiquidSpring dump feature when compartment door is open; install switch on door panel for quick-release bracket; fixed/removable shelf above ZICO bracket.	\$	150.00
88. UNOC #1462 - Furnish and install threshold for intermediate storage compartment to protect door rubber from stair chair (angle)	\$	125.00
89. UNOC ???? Firnish and Install a remote activation switch for the UV-C control to the ____ (TBD) (Final cost to be moved to spec from the contingency fund line).	\$	incl
90. Module Window Option: Sliding Window	\$	incl
91. Window Tint (5% VLT) on Rear and Side Entry Doors	\$	375.00
92. Upper Rear Wall Light Layout: 5 Across	\$	incl
93. Upper Light #1: Whelen M6 Red Light	\$	375.00
94. Upper Light #2: Whelen M6 Load Light	\$	incl
95. Upper Light #3: Whelen M6 Amber Light	\$	incl
96. Upper Light #4: Whelen M6 Load Light	\$	incl
97. Upper Light #5: Whelen M6 Red Light	\$	375.00



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98. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
99. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
100. Lower Light #3: Whelen M6 Red Light	\$	incl
101. Lower Light #4: Whelen M6 Red Light	\$	incl
102. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
103. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
104. Rear Backboard Options: 5" Compartment Shelf	\$	300.00
105. Lower BTTs: 2 M6 Lights on each side	\$	950.00
106. Rear Bumper	\$	incl
107. Door Grabbers	\$	incl
108. License Plate Light	\$	incl
109. UNOC #220 - (2) Whelen M9 series Super LED "V" light head w/ Red lenses and integrated load lights with flanges on rear of module in lieu of standard load lights *Note: Load light portion will come ON w/ reverse, w/ three way switching at the rear doors and console, and when the rear doors are opened	\$	600.00
110. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
111. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
112. Passenger Wheel Well Light: Whelen M6 Clear/Red Light	\$	125.00
113. Passenger Scene Light Activated with Side Entry Door	\$	425.00
114. Interior Step Option: Double Step Well	\$	incl
115. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
116. Passenger Side Blind Spot Camera	\$	750.00
117. Door Locks on Entry Doors and Compartments	\$	3,700.00
118. Gas Hold Open on All Compartments	\$	1,500.00
119. UNOC #1463 - Furnish and install adjustable shelf in P/S rear storage compartment	\$	300.00
<b>Module Exterior Subtotal</b>		<b>\$ 59,950.00</b>

**Chassis Interior:**

120. Siren Speakers: Whelen SA 315 Speakers	\$	incl
121. Tap-2 on Primary Siren	\$	incl
122. Siren Option: Whelen A1 Siren in Console	\$	incl
123. Mic 1 on passenger's side slot 1	\$	incl
124. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
125. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$	125.00
126. Slot 2: Single Slot Switch Panel	\$	incl



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127. Slot 3: Radio Plate: 7.06 L X 2 W opening dims	\$	incl
128. Slot 4: Siren 1	\$	incl
129. COMP OPEN / DOOR OPEN Warning Buzzer	\$	325.00
130. COMP OPEN / DOOR OPEN Red Warning Light on Other - details in UNOC notes	\$	475.00
131. Console Switch Layout : Primary - Secondary - Air Horn - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank -	\$	incl
132. New Armrest	\$	300.00
133. Console Layout: 4-Slot Console	\$	incl
134. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	250.00
135. Rear of Console: Single Mapholder	\$	300.00
136. Chassis Rear Wall: 3 High Glove Box Holder	\$	300.00
137. Camera System: Voyager 7" Monitor with Back-Up Camera	\$	2,175.00
138. White Back-up Camera	\$	incl
139. Aftermarket Vinyl Seats	\$	1,100.00
140. UNOC #796 - Install customer provided docking station on the MDT plate with customer provided Lind power supply inside the console; wired battery hot	\$	500.00
141. UNOC #429 - Whelen TIR3 "COMP OPEN" and "DOOR OPEN" warning LED on the front of the console like past NRH units.	\$	incl
142. UNOC #517 - Furnish and install Whelen Cencom controller CCSRNT36 at console slot 2 - Slide 1 - Corner box lights - Slide 2 - Corner Box lights plus all red LED's - Slide 3 - All lights plus Opticom - TRUCK HORN/AIR HORN switch - Install switches for Interior Lights and Rear Load Lights on the MDT plate (no Frazer switch panel)	\$	2,000.00
143. UNOC #518 - Furnish and install Federal Signal EQ2B with control head in console slot 4 - No additional switches - Wired to (2) additional Whelen 315P speakers	\$	3,000.00
<b>Chassis Interior Subtotal</b>		<b>\$ 10,850.00</b>
<b>Module Interior:</b>		
144. Protek Cushions	\$	incl
145. Desert Rose Red Interior	\$	incl
146. Powdercoated Aluminum Countertops	\$	incl
147. Yellow Grab Rails	\$	300.00





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148. UNOC #1632 - Ensure the countertop on the I/O cabinet is powder-coated same as the other countertops	\$	incl
149. Stacked Cabinet with Refrigerator	\$	2,975.00
150. Refrigerator Lock	\$	325.00
151. (2) Glove Box Holders on the Front Wall	\$	450.00
152. UNOC #1464 - Furnish and install 2-high D cylinder holder inside the CPR seat storage, laying down and facing the rear; ribbed rubber on bottom of compartment; narrow strips of ribbed rubber in the bottom of each section of the holder	\$	175.00
153. UNOC #1469 - Install customer provided Medvault in top cabinet of custom front wall stacked cabinets	\$	325.00
154. UNOC #1466 - Furnish and install (1) large aluminum map holder on the O2 stainless above the action wall countertop, 2" from the top of the action wall	\$	200.00
155. UNOC #640 - Furnish and install locking mechanism on Norcold fridge; include a label on front of fridge that shows how to open (refer to E-3423)	\$	150.00
156. UNOC #457 - (3) stacked front wall cabinets on the driver's side of pass through window, facing passenger's side: - Upper cabinet: Medvault - Middle cabinet: Norcold refrigerator - Bottom cabinet: Lexan door, SouthCo latch, three shelves (same as previous unit) - Install door stopper on front wall (refer to E-3423)	\$	incl
157. UNOC #1196 - Custom I/O cabinet and squad bench on 14' door forward design:  - Door forward remains as-is  - I/O cabinet to be wider to fill void floor space between squad bench riser and current I/O cabinet  Exterior door opening will remain the same, creating some inside only space  - Life Defender sliding doors on I/O in lieu of standard Lexan  - There will be no swiveling seat  - There will be backboard storage under squad bench with shelf  - There will be (2) 6-pt harnesses at squad bench seating positions #2 and #3	\$	2,500.00
158. Location 1: 8 Switch panel	\$	incl
159. Location 2: Double O2 Outlet	\$	incl
160. Location 3: Electric O2 panel with monitor	\$	2,300.00

161. Location 4: Volume Control Knob	\$	incl
162. Location 6: Thermostat	\$	incl
163. Location 7: Blank	\$	incl
164. Location 8: Quad 120 VAC	\$	incl
165. Location 9: Suction	\$	incl
166. Kusmaul USB/USB-C at Action Wall	\$	300.00
167. Door Lock Switch at Action Wall	\$	175.00
168. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Kusmaul USB/USB-C; Unlock/Lock; Module Heater - Hi/Off/Low; Blank;	\$	incl
169. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,975.00
170. Sharps Container at Action Wall	\$	incl
171. Acrylic Holder at the Action Wall Cabinet	\$	incl
172. New 6pt Harness at the CPR Seat	\$	700.00
173. Acrylic Holder Aft CPR Seat	\$	incl
174. A/C Vent Plate Perko Clip	\$	75.00
175. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
176. Note Perko clip on bottom right corner of AC vent plate	\$	incl
177. UNOC #1631 - Install Technimount base on the I/O countertop, aft end towards the aisle in lieu of standard location	\$	incl
178. Location 6 blank Location 7 Thermostat	\$	incl
179. Two Seating Positions at the Squad Bench - 2 and 3	\$	incl
180. Harness Type for Seat Position 2: New 6pt Harness	\$	700.00
181. Harness Type for Seat Position 3: New 6pt Harness	\$	700.00
182. Acrylic Holder and Sharps at Squad Bench	\$	1,075.00
183. Triple Squad Bench Cabinet	\$	1,225.00
184. Trashcan With Lid at the Head of the Squad Bench	\$	incl
185. O2 Outlet Above the Front I/O	\$	incl
186. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
187. Duplex Outlet Above the Front I/O	\$	incl
188. Note Furnish and install 22-pocket acrylic organizer on squad bench wall at position 1, with sharps container below the organizer. Reference E-3423	\$	incl
189. UNOC #902 For 14' DF, Furnish and Install 2nd (additional) Hospital Grade Power Strip inside the I/) cabinet. (opposite end of the cabinet from standard Power strip) nearest the squad bench side.	\$	300.00



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190. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$	6,000.00
191. O2 Outlet in Ceiling Raceway	\$	450.00
192. IV Hanger on Ceiling Raceway	\$	incl
193. Driver and Passenger Side Yellow Powdercoated Ceiling Grab Rails for 14' Unit	\$	650.00
194. IV Hanger on Squad Bench Ceiling	\$	incl
195. In-Module Camera at the Rear Position	\$	775.00
196. Head knocker options: With Speakers only	\$	900.00
197. Stryker cot tower only ( no antler and bar )	\$	incl
198. Floor Options: New Stryker Power-LOAD System - Gen 2	\$	35,350.00
199. Loncoin II Onyx Floor	\$	incl
200. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	\$	2,375.00
201. Module Heater : New	\$	incl
202. Customer Provided Items Processing Fee	\$	1,000.00
<b>Module Interior Subtotal</b>		<b>\$ 64,900.00</b>



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Email this quote along with your PO  
to Lauren Lambert at [llambert@frazerbilt.com](mailto:llambert@frazerbilt.com)

**Remit To:**

Per TMVCC, we are quoting this through our  
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford  
6445 Southwest Freeway  
Houston, TX 77074

**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.



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**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 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



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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.

**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.



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**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.



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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).