

**CONTRACT PRICING WORKSHEET**  
**For MOTOR VEHICLES Only**Contract  
No.:

AM10-20

Date  
Prepared:

10/12/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents  
MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	University Park Fire	Contractor:	Mac Haik Dodge	2500	HGAC
Contact Person:	Brandon Ferguson	Prepared By:	David Sheehy		
Phone:		Phone:	281-768-1881		
Fax:		Fax:	281-820-7435		
Email:	bferguson@uptexas.org	Email:	dsheehy@machaikdcj.com		
Product Code:	AM20HD17	Description:	Type I 14' on RAM 5500 Diesel 4x2 Reg Cab		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					\$190,000.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
1172	Module // Module // Door Forward	\$5,000.00	1102	Module // Action Wall // Electric O2 with Monit	2,000.00
1086	Chassis // Suspension // LiquidSpring on Rear Axle	\$12,000.00	1012	General // All products listed in the current Tech	2,000.00
1078	Chassis // Running Boards // ArcRite Running Board w	\$1,250.00	1011	General // All products listed in the current Stryk	28,000.00
1074	Chassis // Paint // Paint Half	\$4,500.00	1082	Chassis // Security // Anti-theft System	750.00
1031	Chassis // Air Horn System // Dual 10" & 12" Air Horns	\$1,250.00	1167	Module // Hold-Open // Gas Hold-Opens on Cor	1,000.00
1032	Chassis // Air Horn System // Fast RecoveryCompresso	\$1,500.00	1013	General // All products listed in the current Wheel	4,131.00
1193	Module // PowerSource // MEPS	\$15,000.00	1011	General // All products listed in the current Stryk	23,000.00
1023	General // Loose Items // One spare 6.3kW MEPS ACU	\$2,750.00			
1188	Module // Paint // Two Tone 14'	\$3,750.00			
1171	Module // Module // 4" Taller 12' Module Upgrade	\$4,000.00			
1140	Module // Electric Locks // Entry doors & Compartment	\$4,000.00	Subtotal From Additional Sheet(s):		\$0.00
1111	Module // Cabinets // Stacked Cabinet with Fridge	\$2,500.00	Subtotal B:		\$118,381.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
Smart Tint on module windows		\$3,000.00			
Sentinel Disinfection		\$4,000.00	Subtotal From Additional Sheet(s):		\$0.00
			Subtotal C:		\$7,000.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:		2%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:	1	X Subtotal of A + B + C:	\$315,381.00	=	Subtotal D: \$315,381.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E: \$1,000.00
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges					
Description		Cost	Description		Cost
			Subtotal F:		\$0.00
Delivery Date:		TBD	G. Total Purchase Price (D+E+F):		\$316,381.00



# Customer Quote



9/13/2021 1:45:36 PM

Estimate No: Q2500-0001

Quote Date: 9/13/2021

Expiration Date: 11/30/2021

Invoice To: 10919

Deliver To:

Salesperson: EF

Brandon Ferguson  
University Park Fire Department  
City of University Park  
3800 University Blvd.  
University Park TX 75205  
US

Brandon Ferguson  
University Park Fire Department  
City of University Park  
3800 University Blvd.  
University Park TX 75205  
US  
Phone:214-675-6871

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE	Configurable Module	1.00000000	EA	237,550.00000	237,550.00	USD
2	CHASSIS	2022 RAM 5500 Diesel	1.00000000	EA	52,000.00000	52,000.00	USD
3	HGAC-NEW	HGAC Fee for a New Unit	1.00000000	EA	1,000.00000	1,000.00	USD
4	DELIVERY	Customer Pick Up FOB FRAZER	0.00000000	M	2.75000	0.00	USD
5	35952	Pulley-2.55 in x 6 Groove Clutch, RAM	1.00000000	EA	331.00000	331.00	USD
6	34181	Generator-Electric 6.3kw, RAM/Intl	1.00000000	EA	2,500.00000	2,500.00	USD
7	STRYKER POWER-PRO XT	Power-PRO XT 6506 Quote 10427898	1.00000000	EA	23,000.00000	23,000.00	USD
8	SpecDoc	Configurable item to create the SpecDoc	1.00000000	EA	0.00000	0.00	USD



# Customer Quote



9/13/2021 12:10:12 PM

Estimate No: Q2500-0001

Quote Date: 9/13/2021

Expiration Date: 11/30/2021

Invoice To: 10919

Gerald Kuykendal  
University Park Fire Department  
City of University Park  
3800 University Blvd.  
University Park TX 75205  
US

Deliver To:

Gerald Kuykendal  
University Park Fire Department  
City of University Park  
3800 University Blvd.  
University Park TX 75205  
US  
Phone:214-675-6871

Salesperson: EF

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
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Sale Amount: 316,381.00

Order Disc( 0.0000%): 0.00

Surcharge: N/A

Sales Tax: 0.00

Misc Charges: 0.00

Total Amount: 316,381.00

Net 30





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For your convenience, all pricing has been itemized below per quote Q2500-0001 for University Park Fire Department

Base Module	\$ 114,750.00
Chassis Exterior	\$ 23,475.00
Module Exterior	\$ 48,425.00
Chassis Interior	\$ 5,450.00
Module Interior	\$ 45,450.00
<b>Total</b>	<b>\$ 237,550.00</b>

**Items included in above totals:**

- |   |             |
|---|-------------|
| 1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration | \$ 4,850.00 |
| 2. This is a CAAS Unit  | \$ incl     |

**Chassis Exterior:**

- |   |              |
|---|--------------|
| 3. Heat Shielding for Diesel Chassis  | \$ 1,575.00  |
| 4. Chassis Options: 8.4" dash screen and OEM back up camera                               | \$ incl      |
| 5. Chassis Paint Layout: Paint Half - CUSTOM E-ONE RED                                    | \$ 4,425.00  |
| 6. Chassis : 2022 RAM 5500, Diesel, 4x2, Regular Cab, 108" Cab to Axle, Dodge Black (PW8) | \$ incl      |
| 7. Suspension: LiquidSpring   | \$ 11,550.00 |
| 8. Wheel type: Factory Aluminum   | \$ incl      |
| 9. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator             | \$ 275.00    |
| 10. Road Force Elite tire and wheel balancing   | \$ incl      |
| 11. Chassis Steps: ArcRite with Sure Grip   | \$ 1,050.00  |
| 12. Grille Guard: Grille Guard with Wraparounds   | \$ incl      |
| 13. 10" and 12" Air Horns   | \$ 1,125.00  |
| 14. Compressor Type: Fast Recovery  | \$ 1,475.00  |
| 15. Switching Options: Truck Horn/ Air Horn   | \$ 125.00    |
| 16. Window Tint (35% VLT) on Chassis Doors  | \$ 275.00    |
| 17. Plymovent Exhaust   | \$ 600.00    |
| 18. Passenger's side Grille Light: Whelen M6 Red/Clear Light                              | \$ 100.00    |
| 19. Driver's side Grille Light: Whelen M6 Clear/Red Light                                 | \$ 100.00    |
| 20. Passenger's side Intersect Light: Whelen M6 Red/Blue Light                            | \$ 100.00    |
| 21. Driver's side Intersect Light: Whelen M6 Red/Blue Light                               | \$ 100.00    |
| 22. Driver Fender Light: Whelen M6 Red Light  | \$ 300.00    |
| 23. Passenger Fender Light: Whelen M6 Red Light   | \$ 300.00    |





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24. UNOC Magnetic Plymovent tip	\$	incl
<b>Chassis Exterior Subtotal</b>		<b>\$ 23,475.00</b>
<b>Module Exterior:</b>		
25. Power Source: MEPS	\$	15,000.00
26. Module Paint Layout: Two Tone - Frazer Black (FLNA 4123) and CUSTOM RED	\$	3,675.00
27. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$	1,575.00
28. Entry Door Conspicuity Layout - Squares : White Base Color	\$	325.00
29. Frazer Provided Graphics	\$	3,000.00
30. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
31. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$	225.00
32. Dri-Deck in Applicable Exterior Compartments	\$	275.00
33. GPS Opticom	\$	5,775.00
34. Opticom Switching: On with Primary and Cut-off with park	\$	incl
35. Shore Power: Single 30 Amp auto eject w/ Red cover on Rear Wall	\$	475.00
36. Pigtail/Plug Option: Pigtail	\$	incl
37. Coax 1: Run coax from location 1 to Chassis	\$	incl
38. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS Opticom	\$	incl
39. Coax 3: Run coax from location 3 to Chassis	\$	incl
40. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
41. UNOC #1008 - Furnish and install black Whelen flanges for all "M Series" lights on module in lieu of chrome	\$	200.00
42. UNOC #1902 - Unit to be 4" taller 14' Module with 4" body drop on both passenger and driver side	\$	4,000.00
43. Front Scene: Whelen Pioneer Plus Dual Panel LED (Surface)	\$	2,000.00
44. Front Wall Light Layout: M Pattern Light	\$	incl
45. Front Wall Light #1: Whelen M6 Blue Light	\$	incl
46. Front Wall Light #2: Whelen M6 Red Light	\$	incl
47. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
48. Front Wall Light #4: Whelen M6 Red Light	\$	incl
49. Front Wall Light #5: Whelen M6 Blue Light	\$	incl
50. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
51. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl





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52. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
53. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
54. Driver Wheel Well Light: Whelen M6 Red/Clear Light	\$	75.00
55. Scene Light Option: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$	2,950.00
56. O2 Compartment Style: 76" O2 Standup with Divider	\$	incl
57. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
58. O2 Cylinder Changing Wrench	\$	75.00
59. Intermediate Compartment Style: Left T-Split	\$	225.00
60. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
61. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
62. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	225.00
63. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	225.00
64. UNOC Customer provided SCBA brackets install 10" from bottom of compartment on angled flat bars	\$	100.00
65. Module Window Option: Sliding Window	\$	incl
66. Upper Rear Wall Light Layout: 3 Across	\$	incl
67. Upper Light #1: Whelen M6 Load Light	\$	incl
68. Upper Light #2: Whelen M6 Amber Light	\$	incl
69. Upper Light #3: Whelen M6 Load Light	\$	incl
70. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
71. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
72. Lower Light #3: Whelen M6 Red/Clear Light	\$	75.00
73. Lower Light #4: Whelen M6 Red/Clear Light	\$	75.00
74. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
75. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
76. Lower BTTs: 2 M6 Lights on each side	\$	750.00
77. Rear Bumper	\$	incl
78. Door Grabbers	\$	incl
79. License Plate Light	\$	incl
80. UNOC 416 Furnish and install Smart Tint windows with switch on the action wall and in slot 12 of switch panel on console	\$	3,000.00
81. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl





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82. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
83. Passenger Wheel Well Light: Whelen M6 Red/Clear Light	\$	75.00
84. Passenger Scene Light Activated with Side Entry Door	\$	300.00
85. Interior Step Option: Double Step Well	\$	incl
86. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
87. Door Locks on Entry Doors and Compartments	\$	2,700.00
88. Gas Hold Open on All Compartments	\$	1,050.00
<b>Module Exterior Subtotal</b>		<b>\$ 48,425.00</b>

**Chassis Interior:**

89. Siren Speakers: Whelen SA 315 Speakers	\$	incl
90. Siren Option: Whelen C9 Siren in Console	\$	incl
91. Mic 1 shipped loose	\$	incl
92. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
93. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side)	\$	475.00
94. Slot 2: Double Slot Switch Panel	\$	incl
95. Slot 3: Joined with 2	\$	incl
96. Slot 4: Siren 1	\$	incl
97. Slot 5: Radio Plate: 7.06 L X 2 W opening dims	\$	incl
98. Slot 6: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
99. Kussmaul USB at Console	\$	225.00
100. Console Switch Layout : Primary - Secondary - Air Horn - Blank - Front Scene - Blank - Kussmaul USB - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Blank -	\$	incl
101. New Armrest	\$	225.00
102. Console Layout: 6-Slot Console	\$	incl
103. Front Base of Console: 120VAC	\$	525.00
104. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	175.00
105. Rear of Console: Single Mapholder	\$	225.00
106. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
107. Camera System: Dodge OEM Back-up Camera System	\$	525.00
108. Back-up warning system with speaker installed inside the console	\$	1,000.00
109. Tremco Anti-Theft System	\$	500.00
110. Aftermarket Vinyl Seats	\$	850.00
111. UNOC Switch layout on console:	\$	incl





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Switch 3 air horn  
 Switch 5 front scene  
 Switch 6 D/S scene  
 Switch 7 P/S scene  
 Switch 11 USB  
 Switch 12 Smart Tint

112. UNOC 321 Install (2) customer provided <make & model> portable radio chargers in console slot 6; battery hot	\$	400.00
113. UNOC Install customer provided flashlight on passenger side of glove box on rear wall of chassis wired battery hot	\$	100.00

**Chassis Interior Subtotal \$ 5,450.00**

**Module Interior:**

114. Protek Cushions	\$	incl
115. Grey Interior	\$	incl
116. Stainless Steel Countertops	\$	incl
117. Sentinel Disinfection System	\$	4,000.00
118. Stacked Cabinet with Refrigerator	\$	2,325.00
119. Fridge will be at the bottom of the stack and two top portions will be austin hardware cabinets - face cabinets towardds side entry	\$	incl
120. UNOC Furnish and install 3 high glove box on front wall under grab rail	\$	250.00
121. UNOC Install customer provided NarcBox on front wall cabinets, exact location TBD	\$	350.00
122. UNOC Furnish and install outlet in front wall cabinets	\$	250.00
123. Location 1: 8 Switch panel	\$	incl
124. Location 2: Single O2 Outlet	\$	incl
125. Location 3: Electric O2 panel with monitor	\$	1,800.00
126. Location 4: Dual USB receptacles	\$	225.00
127. Location 6: Thermostat	\$	incl
128. Location 7: Blank	\$	incl
129. Location 8: Quad 120 VAC	\$	incl
130. Location 9: Suction	\$	incl
131. Door Lock Switch at Action Wall	\$	125.00
132. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock; Electric O2; Blank; Blank; Blank;	\$	incl
133. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,525.00
134. Sharps Container at Action Wall	\$	incl
135. Acrylic Holder at the Action Wall Cabinet	\$	incl





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136. New 6pt Harness at the CPR Seat	\$	525.00
137. Cabinet Aft CPR Seat	\$	950.00
138. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
139. UNOC Action Wall Layout	\$	incl
Loc 1 Single O2 outlet		
Loc 2 Switches		
Loc 3 Electric O2		
Loc 4 Dual USB		
Loc 6 Thermostat		
140. Head knocker options: With Clock only	\$	475.00
141. Latching Double Interior Squad Bench Storage	\$	incl
142. Two Seating Positions at the Squad Bench - 1 and 2	\$	incl
143. Harness Type for Seat Position 1: New 6pt Harness	\$	525.00
144. Harness Type for Seat Position 2: New 6pt Harness	\$	525.00
145. Acrylic Holder and Sharps at Squad Bench	\$	825.00
146. Triple Squad Bench Cabinet	\$	950.00
147. Trashcan With Lid at the Head of the Squad Bench	\$	incl
148. O2 Outlet Above the Front I/O	\$	incl
149. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
150. Duplex Outlet Above the Front I/O	\$	incl
151. O2 Outlet in Ceiling Raceway	\$	325.00
152. IV Hanger on Ceiling Raceway	\$	incl
153. Overhead Grabrails on Both Sides	\$	225.00
154. IV Hanger on Squad Bench Ceiling	\$	incl
155. Stryker cot tower only ( no antler and bar )	\$	incl
156. Floor Options: Stryker Power-LOAD System	\$	28,000.00
157. Lonplate II Gunmetal Floor	\$	275.00
158. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	750.00
159. Customer Provided Items Processing Fee	\$	250.00
<b>Module Interior Subtotal</b>		<b>\$ 45,450.00</b>

**All new Frazer EMS Vehicles come standard with the following features:**

- 120V generator-powered electrical system independent of the chassis electrical
- 120V self-contained module heater & proprietary best-in-class air conditioner





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Easily accessible electrical compartment located on exterior of vehicle

All aluminum module construction - No wood products!

Shear-plate method of attachment securing the module to the chassis

All aluminum powder-coated 12" deep interior cabinetry

Seamless cushions

All LED emergency warning and scene lighting

All LED interior ceiling lights

120VAC outlets conveniently located throughout unit

Three oxygen outlets

Action area with hinged service access panel to back of oxygen outlets and switches





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Email this quote along with your PO  
to Erika Fullick at [Efullick@frazerbilt.com](mailto:Efullick@frazerbilt.com)

**Remit To:**

Per TMVCC, we are quoting this through our  
licensed franchise dealer, Mac Haik Dodge Chrysler Jeep.

Mac Haik Dodge Chrysler Jeep  
11000 I - 45 North Freeway  
Houston TX 77037

**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.





*Defining the future of Mobile Healthcare.™*

**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).