

Customer Quote



12/4/2025 9:35:23 AM

Estimate No: Z5324-0001
Quote Date: 11/20/2025
Expiration Date: 12/31/2025
Salesperson: KS
Payment Terms:

Invoice To: 10796
City of Seguin Fire Department
P. O. Box 591
Seguin TX 78156
US

Deliver To:
Seguin Fire Department
816 Fred Byrd Drive
Seguin TX 78155

Order Instructions:

TERMS:
The unit will be invoiced approximately 30 days prior to vehicle completion and is due upon acceptance of the completed unit, unless alternate terms have been approved in writing.
All ownership documentation—including the Manufacturer’s Statement of Origin (MSO), Buyer’s Order, and delivery paperwork—will be held until full payment of all open invoices has been received. This won’t delay you from inspecting or taking delivery—but you won’t receive the paperwork until payment is complete
TERMS:
A progress payment for the chassis portion will be invoiced upon arrival at the dealership and is due within 30 days of the invoice date. The remaining balance will be invoiced approximately 30 days prior to vehicle completion and is due upon delivery of the completed unit, unless alternate terms have been approved in writing.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 12' XT Module	1.00	EA	\$	227,050.00	\$	227,050.00
2	CHASSIS 2026 International CV515 Diesel	1.00	EA	\$	111,750.00	\$	111,750.00
This chassis price is derived from the latest information provided by International. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.							
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	\$	0.00	\$	0.00
Customer must pick up in Houston at Frazer or additional delivery charges will apply							
4	HGAC-NEW Contract No. AM10-23	1.00	EA	\$	1,000.00	\$	1,000.00

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
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00
6	TRADE-IN Trade-In Allowance	1.00	EA	\$	-35,000.00	\$	-35,000.00
Trade-In: X-1339 VIN- 1FD RF3GT0LEC54477							
8	50446 Generator-Electric 6.3kw, Ram/Chevy/Intl	1.00	EA	\$	2,577.00	\$	2,577.00
9	33008 Pulley-1.95 in x 6 Groove	1.00	EA	\$	103.00	\$	103.00

Remit To:		
Frazer, Ltd.	Sale Amount:	307,480.00
7219 Rampart Street	Order Disc(0.0000%):	0.00
Houston TX 77081	Surcharge:	N/A
	Sales Tax:	0.00
	Misc Charges:	0.00
	Total Amount:	307,480.00

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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For your convenience, all pricing has been itemized below per quote Z5324-0001 for City of Seguin Fire Department

Base Module	\$ 147,975.00
Chassis Exterior	\$ 12,350.00
Module Exterior	\$ 42,125.00
Chassis Interior	\$ 4,675.00
Module Interior	\$ 19,925.00
Total \$	227,050.00

Items included in above totals:

1. Pricing Model Year: 2025	\$	
2. Type I - Truck Front End with Modular Body 12' XT Module	\$	incl
3. This is a CAAS GVS v4.0 Unit	\$	incl

Chassis Exterior:

4. Heat Shielding for Diesel Chassis	\$ 2,350.00
5. Aftermarket Vinyl Seats	\$ 1,300.00
6. 2 Chassis Keys Provided	\$ incl
7. Chassis Paint Layout: Keep Factory Paint Color - Red	\$ incl
8. Chassis : 2026 International CV 515 (Class 4), Diesel, 4x2, Regular Cab, 84" Cab to Axle, NAV 2562 - Red (FLNA 31886)	\$ incl
9. Suspension: Factory Liquid Spring	\$ incl
10. Camera System: Chevrolet OEM Back-up Camera System	\$ 825.00
11. Wheel type: Factory Aluminum	\$ incl
12. Road Force Elite tire and wheel balancing	\$ incl
13. Grille Guard: Grille Guard with Wraparounds	\$ 1,350.00
14. 10" and 12" Air Horns	\$ 1,675.00
15. Compressor Type: Standard	\$ 1,000.00
16. Air Horn Switching Options: Momentary	\$ 175.00
17. Siren Amplifier: Whelen Howler	\$ 1,975.00
18. Low Intensity Light Mode with Switch at Console	\$ 1,550.00
19. Passenger's side Grille Light: Whelen M4 Blue Light	\$ incl
20. Driver's side Grille Light: Whelen M4 Blue Light	\$ incl
21. Passenger's side Intersect Light: Whelen M4 Red Light	\$ incl
22. Driver's side Intersect Light: Whelen M4 Red Light	\$ incl
23. *Note to Engineering: Install air horns in grille gaurd, in lieu of standard position on	\$ incl



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CV515 (see E-4254)

24. UNOC #3226 - Replace light selected in CPQ with the following light (not selectable in CPQ):
 - P/S intersect light, M4, Green \$ 150.00

Chassis Exterior Subtotal \$ 12,350.00

Module Exterior:

- | | | |
|---|----|----------|
| 25. LizardSkin Thermal Coating on Module Roof - Roof Will be White | \$ | incl |
| 26. Module Paint Layout: Non-White One Tone - NAV 2562 - Red (FLNA 31886) | \$ | 3,300.00 |
| 27. Anti-Corrosion/Weatherproof Package | \$ | incl |
| 28. No Design Package | \$ | incl |
| 29. Frazer Provided Tier 2 - Standard Graphics | \$ | 6,500.00 |
| 30. Solid Color Conspicuity Squares on Entry Doors | \$ | 525.00 |
| 31. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco | \$ | 300.00 |
| 32. Driver Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco | \$ | 300.00 |
| 33. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco | \$ | 300.00 |
| 34. Passenger Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco | \$ | 300.00 |
| 35. Body Drop on the Passenger's Side Forward of Rear Wheels | \$ | incl |
| 36. Hidden Switch Behind the Driver's Side Front Corner Stone Guard | \$ | 375.00 |
| 37. Shore Power: Single 30 Amp auto eject w/ Red cover on Rear Wall | \$ | 750.00 |
| 38. Pigtail/Plug Option: Pigtail | \$ | incl |
| 39. Coax 1: Run coax from location 1 to Chassis terminated to Customer Provided radio base | \$ | incl |
| 40. Coax 2: Run coax from location 2 to Chassis | \$ | incl |
| 41. Coax 3: Run coax from location 3 to Electrical Compartment | \$ | incl |
| 42. Coax 4: Run coax from location 4 to Electrical Compartment | \$ | incl |
| 43. *Note to PNT: Customer does not want Supertherm coating on the module roof. Module roof to be painted the same color as the rest of the module. | \$ | incl |
| 44. Front Scene: Whelen Pioneer Plus Dual Panel LED (Recessed) | \$ | 2,900.00 |
| 45. Front Wall Light Layout: Lower 5 Lights | \$ | incl |
| 46. Front Wall Light #1: Whelen M6 Blue Light | \$ | incl |
| 47. Front Wall Light #2: Whelen M6 Red Light | \$ | incl |
| 48. Front Wall Light #3: Whelen M6 Clear Light | \$ | incl |
| 49. Front Wall Light #4: Whelen M6 Red Light | \$ | incl |
| 50. Front Wall Light #5: Whelen M6 Blue Light | \$ | incl |



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51. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
52. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
53. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
54. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
55. Driver Wheel Well Light: Whelen M6 Blue Light	\$	incl
56. Side Scene Lights: Spectra SPA900	\$	incl
57. O2 Compartment Style: Laydown O2 with Divider and Adjustable Shelf	\$	350.00
58. O2 Rollers for an H Cylinder	\$	incl
59. 2 high D Cylinder Holder in the O2 Compartment Above Shelf	\$	300.00
60. O2 Cylinder Changing Wrench	\$	175.00
61. O2 Regulator - Ship Loose	\$	300.00
62. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
63. Power Source: MEPS	\$	21,725.00
64. Lower Storage Style: Standard Lower Storage	\$	incl
65. Compartment Above Wheel Well with No I/O Access	\$	incl
66. Dometic Self-Contained A/C: Includes Exhaust Fan and Air Deflectors	\$	incl
67. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	375.00
68. UNOC #195 - Install customer provided Cradlepoint modem in electrical compartment, battery hot; antenna on module roof at location #5	\$	325.00
69. Module Window Option: Sliding Window	\$	incl
70. Window Tint (5% VLT) on Rear and Side Entry Doors	\$	550.00
71. Upper Rear Wall Light Layout: 3 Across	\$	incl
72. Upper Light #1: Whelen M6 Load Light	\$	incl
73. Upper Light #2: Whelen M6 Amber Light	\$	incl
74. Upper Light #3: Whelen M6 Load Light	\$	incl
75. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
76. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
77. Lower Light #3: Whelen M6 Green Light	\$	225.00
78. Lower Light #4: Whelen M6 Blue Light	\$	incl
79. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
80. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
81. Rear Backboard Options: No Shelf	\$	incl
82. Lower BTTs: 2 Grote Lights on each side	\$	incl



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83. Rear Bumper	\$	incl
84. Door Grabbers	\$	incl
85. License Plate Light	\$	incl
86. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
87. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
88. Passenger Wheel Well Light: Whelen M6 Blue Light	\$	incl
89. Interior Step Option: Double Step Well	\$	incl
90. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
91. Door Locks on Entry Doors and Front I/O	\$	2,250.00
Module Exterior Subtotal		\$ 42,125.00
Chassis Interior:		
92. Siren Speakers: Whelen SA 315 Speakers	\$	incl
93. Tap-2 on Primary Siren	\$	incl
94. Siren Option: Whelen C9 Siren in Console	\$	incl
95. Mic 1 on passenger's side slot 1	\$	incl
96. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
97. Slot 1: Radio Plate: 6.7 L X 2 W opening dims Item ID 2399	\$	incl
98. Slot 2: Double Slot Switch Panel	\$	incl
99. Slot 3: Joined with 2	\$	incl
100. Slot 4: Siren 1	\$	incl
101. Slot 5: Double Blank Insert	\$	300.00
102. Slot 6: Joined with 5	\$	incl
103. COMP OPEN / DOOR OPEN Warning Buzzer	\$	400.00
104. Kussmaul USB/USB-C at Console	\$	375.00
105. Console Switch Layout : Primary - Secondary - Front Scene - Air Horn - Howler - Low Power Light Mode - Kussmaul USB/USB-C - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Blank -	\$	incl
106. New Armrest	\$	375.00
107. Console Layout: 6-Slot Console	\$	incl
108. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	300.00
109. Rear of Console: Double Mapholder	\$	575.00
110. Chassis Rear Wall: 2 High Glove Box Holder	\$	300.00
111. Map Light: Light on passenger side	\$	375.00



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112. Tremco Anti-Theft System	\$	775.00
113. UNOC #558: Prewire for future installation of Knox Keysecure in front of console, battery hot	\$	150.00
114. UNOC #297 - Install customer provided radio equipment in chassis:	\$	750.00
<ul style="list-style-type: none"> - Radio base beneath P/S seat in chassis; battery hot, ignition activated - Antenna on module roof at location #1 - Remote radio head in console slot #1 - 15' long radio control cable - Mic on D/S of console slot 2 - Speaker on front of console 		

Chassis Interior Subtotal	\$	4,675.00
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Module Interior:

115. Protek Cushions	\$	incl
116. Cobalt Blue Interior	\$	incl
117. Stainless Steel Countertops	\$	incl
118. Yellow Grab Rails	\$	375.00
119. 5 lb. ABC Fire Extinguisher with SAE Compliant Bracket: Ship Loose with Fire Extinguisher Compliance Guidelines	\$	incl
120. 5 lb. ABC Fire Extinguisher with SAE Compliant Bracket: Ship Loose with Fire Extinguisher Compliance Guidelines	\$	200.00
121. Front I/O with Lexan Doors	\$	incl
122. Duplex Outlet in the Front I/O	\$	incl
123. Module Heater : New	\$	1,350.00
124. Duplex Outlet on the Front Wall	\$	incl
125. Netting at the Front Corner Area	\$	incl
126. Medvault w/ Wifi	\$	4,175.00
127. Location 1: 4 Switch w/Thermostat	\$	incl
128. Location 2: Double O2 Outlet	\$	incl
129. Location 3: Dual USB receptacles	\$	375.00
130. Location 4: Blank	\$	incl
131. Location 6: Suction	\$	incl
132. Location 7: Quad 120 VAC	\$	incl
133. Location 8: Blank	\$	incl



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134. Location 9: Blank	\$	incl
135. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Low;	\$	incl
136. Sharps Container at Action Wall	\$	incl
137. New Action Wall Acrylic Holder	\$	incl
138. Single CPR Seat	\$	incl
139. New 6pt Harness at the CPR Seat	\$	825.00
140. Acrylic Holder Aft CPR Seat	\$	incl
141. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
142. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
143. Harness Type for Seat Position 1: New 6pt Harness	\$	825.00
144. Harness Type for Seat Position 3: New 6pt Harness	\$	825.00
145. Double Squad Bench Cabinet	\$	1,000.00
146. Trashcan With Lid at the Head of the Squad Bench	\$	incl
147. O2 Outlet at the Squad Bench Wall	\$	incl
148. Overhead Disinfecting Lamp - Firetech UV-C	\$	7,175.00
149. IV Hanger on Ceiling Raceway	\$	incl
150. Driver and Passenger Side Yellow Powdercoated Ceiling Grab Rails for 12' Unit	\$	475.00
151. IV Hanger on Squad Bench Ceiling	\$	incl
152. Rear Headknocker Options: No Clocks or Speakers	\$	incl
153. Stryker cot tower only (no antler and bar)	\$	incl
154. Customer Provided Stryker Power-LOAD - Gen 2 (floor track, power harness, carriage and trolley)	\$	2,575.00
155. Loncoin II Onyx Floor	\$	incl
156. Laydown O2 Cabinet	\$	incl
157. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	1,100.00
Module Interior Subtotal		\$ 19,925.00



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Last edited by trussell on November 20 2025

Email this quote along with your PO
to Kalyn Salsman at ksalsman@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Pliler International.

Pliler International
2016 S.Eastman Rd
Longview, TX 75602

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 at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

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



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DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

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



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IMPORT DUTIES AND TARIFF DISCLAIMER: The pricing provided in this estimate is based on current market conditions as of the date of issuance and does not account for potential import duties, tariffs, or other fees that may be imposed on goods imported from non-U.S. countries. Should such charges come into effect prior to the fulfillment of the order, these additional costs may be reflected in the final pricing. Frazer will provide timely notice of any such changes, including a detailed explanation of the impact, and will work in good faith with the customer to minimize any adverse effects. Frazer values its relationship with the customer and encourages open communication to address any questions or concerns that may arise.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____



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LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.



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APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).