



**US DIGITAL DESIGNS**

by Honeywell

Quotation to:

**City of Corona, CA  
Corona Fire Department**

Project:

**G2 Fire Station Alerting System**

**1 Station System - Temp Station**

Proposal number:

**CA\_CFD010**

Revision #

**1**

**Pricing** pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information available at: <https://nppgov.com/contract/honeywell/>

**Corona Fire Department is a member: M-5722234**

Quote Date:

**29-Jul-2024**

Quote Expires:

**27-Oct-2024**

By:

**Paul Gyore (ja)**

Territory Manager

**US Digital Designs, Inc.**

1835 E Sixth St #27

Tempe, AZ 85281

602.828.0287 mobile

Paul.Gyore@Honeywell.com

Installation by:

Not assumed or Included

by USDD

This proposal is subject to corrections due to errors or omissions

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 7/29/2024  
 Expires: 10/27/2024

Quote SUBMITTED TO:  
 City of Corona, CA  
 Corona Fire Department

**REF PROPOSAL**  
**CA\_CFD010 v1 STATION-LEVEL**

## STATION 02 TEMP.

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA\_CFD.FS02.TEMP.FSA.2024.07.24

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2-APP-DLI	G2 MOBILE FSAS APP	\$ 124.50	\$ 112.05	no charge	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC4a	Ea	TBD	1	UPS-STD	ATX UPS, Standard	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SP7	Ea	USDD	1	MR2	G2 MESSAGE REMOTE 2 Module	\$ 1,525.00	\$ 1,372.50	\$ 1,372.50	
SP8b	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,260.00	\$ 1,134.00	\$ 1,134.00	
SP10a	Ea	USDD	5	RR2	G2 ROOM REMOTE 2 Module	\$ 2,167.00	\$ 1,950.30	\$ 9,751.50	
SP11a	Ea	USDD	20	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 6,732.00	
SP12a	Ea	USDD	1	SPK-OAS	G2 SPEAKER - OmniAlertStrobe -	\$ 1,050.00	\$ 945.00	\$ 945.00	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SS3	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,277.78	\$ 2,050.00	\$ 2,050.00	
SS4	Ea	USDD	1	ST-PM	Station Project Management	\$ 911.11	\$ 820.00	\$ 820.00	
SS5	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 364.44	\$ 328.00	\$ 328.00	
SS6	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.47	\$ 40.02	\$ 40.02	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 4,758.80	\$ 4,282.92	no charge	

<b>STATION 02 TEMP.</b>	<b>System:</b>	<b>\$ 46,067.22</b>
	<b>Shipping:</b>	<b>\$ 841.00</b>
	<b>Warranty &amp; Support:</b>	<b>\$ -</b>
	<b>Estimated Tax:</b>	<b>\$ 3,322.36</b>
	<b>STATION SUBTOTAL:</b>	<b>\$ 50,230.58</b>

**Warranty & Support Notes:**

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any

**Station System Installation Notes:**

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

# US DIGITAL DESIGNS

# QUOTE

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877-551-8733 tel 480-290-7892 fax

DATE: 7/29/2024  
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## Section Totals

<b>SECTION TOTALS</b>	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
<b>STATION-LEVEL SUBTOTAL</b> <b>50,230.58</b>	
<b>Includes:</b>	
STATION 02 TEMP. SYSTEM:	46,908.22
STATION 02 TEMP. WARRANTY & SUPPORT:	-
STATION 02 TEMP. ESTIMATED TAX:	3,322.36
<b>Notes: One (1) Station System</b> currently included in this proposal with installation not included.	

**US Digital Designs System Total: \$ 50,230.58**

## TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale (“Terms and Conditions”) are effective March 1, 2022 (the “**Terms and Conditions Effective Date**”), and supersede all prior versions covering the sale of products and related services (collectively, “**Products**”, as defined more specifically below) by U.S. Digital Designs, Inc. (“**USDD**”). References to “**Customer**”, “**you**”, or “**your**” all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the “**Agreement**”) set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

**ORDERS.** Orders (including any revised and follow-on orders) (each, an “**Order**”) for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer’s legal name and billing address; Customer’s shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD’s acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD’s written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer’s Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD’s acceptance of Customer’s Order is expressly conditioned upon Customer’s assent to the terms and conditions contained herein in their entirety. Customer’s acceptance of delivery from USDD constitutes Customer’s acceptance of these terms and conditions in their entirety.

**REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

**QUOTE PRICING.** This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

### **PAYMENT.**

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys’ fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual purchase of the Products listed thereon will be facilitated using subject to USDD’s standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

### **SURCHARGES.**

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD’s costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, “**Surcharges**”). Such Surcharges will not be considered a “price increase” as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

**CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

**TAXES.** USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

**8. SHIPPING/DELIVERY/RISK OF LOSS.**

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

**LIMITED WARRANTY.** CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from the date of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

**9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.

**9.3. Procedure for Warranty Claims.**

**9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

**9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated withof, shipping any Product to USDD for repairthe same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.

**9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.

**9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.

**9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**

**9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

**9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

**9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

**9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

**9.6.5.** This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

**LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

**SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

**SOFTWARE PRODUCTS.** All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.



**INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

**REMOTE ACCESS TO THE SYSTEM.**

- 14.1. Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

**GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

**DISPUTE RESOLUTION/ARBITRATION.** Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

**FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

**ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

**SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

**WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

**THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**



**US DIGITAL DESIGNS**

by Honeywell

Quotation to:

**City of Corona, CA  
Corona Fire Department**

Project:

**G2 Fire Station Alerting System  
1 Station System - FS02**

Proposal number:

**CA\_CFD010**

Revision #

**1**

**Pricing** pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information available at: <https://nppgov.com/contract/honeywell/>

**Corona Fire Department is a member: M-5722234**

Quote Date:

**29-Jul-2024**

Quote Expires:

**27-Oct-2024**

By:

**Paul Gyore (ja)**

Territory Manager

**US Digital Designs, Inc.**

1835 E Sixth St #27

Tempe, AZ 85281

602.828.0287 mobile

Paul.Gyore@Honeywell.com

Installation by:

Not assumed or Included

by USDD

This proposal is subject to corrections due to errors or omissions

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 7/29/2024  
 Expires: 10/27/2024

Quote SUBMITTED TO:  
 City of Corona, CA  
 Corona Fire Department

**REF PROPOSAL**  
**CA\_CFD010 v1 STATION-LEVEL**

## STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA\_CFD.FS02.FSA.2024.07.26

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2-APP-DLI	G2 MOBILE FSAS APP	\$ 124.50	\$ 112.05	no charge	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC2	Kit	USDD	1	EXP	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	\$ 7,838.00	\$ 7,054.20	\$ 7,054.20	
SC4a	Ea	TBD	2	UPS-STD	ATX UPS, Standard	\$ 988.00	\$ 889.20	\$ 1,778.40	
SC4b	Ea	TBD	2	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$ 75.00	\$ 67.50	\$ 135.00	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	AMP	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
SP2a	Ea	USDD	2	CIR	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	\$ 949.00	\$ 854.10	\$ 1,708.20	
SP2b	Ea	USDD	2	CIR-SMB	COLOR INDICATOR REMOTE BACK BOX	\$ 165.10	\$ 148.59	\$ 297.18	
SP5	Ea	USDD	1	PB-B	Push Button, Standard (Black)	\$ 126.50	\$ 113.85	\$ 113.85	
SP6	Ea	USDD	2	PB-R	Push Button, Emergency (Red)	\$ 126.50	\$ 113.85	\$ 227.70	
SP7	Ea	USDD	2	MR2	G2 MESSAGE REMOTE 2 Module	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00	
SP8a	Ea	USDD	4	MS-G-M	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	\$ 1,006.50	\$ 905.85	\$ 3,623.40	
SP8b	Ea	USDD	7	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,260.00	\$ 1,134.00	\$ 7,938.00	
SP9b	Ea	USDD	4	MS-AP-D	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	\$ 75.00	\$ 67.50	\$ 270.00	
SP9d	Ea	TBD	4	MS-MNT-ART-L	MS Mount - Articulating, Long reach	\$ 390.00	\$ 351.00	\$ 1,404.00	
SP10a	Ea	USDD	10	RR2	G2 ROOM REMOTE 2 Module	\$ 2,167.00	\$ 1,950.30	\$ 19,503.00	
SP11a	Ea	USDD	51	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 17,166.60	
SP12a	Ea	USDD	2	SPK-OAS	G2 SPEAKER - OmniAlertStrobe -	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP14	Ea	USDD	4	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,345.50	
SP15	Ea	USDD	10	STR	G2 Strobe Light / Red LED	\$ 661.50	\$ 595.35	\$ 5,953.50	
SP16	Ea	USDD	1	XFMR	Transformer, 8ohm to 70V, External	\$ 74.20	\$ 66.78	\$ 66.78	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SS3	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,776.39	\$ 2,498.75	\$ 2,498.75	
SS4	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,122.22	\$ 1,010.00	\$ 1,010.00	
SS5	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.22	\$ 399.80	\$ 399.80	
SS6	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.47	\$ 40.02	\$ 40.02	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 10,695.76	\$ 9,626.18	no charge	

STATION 02		System:	\$ 100,210.41
		Shipping:	\$ 2,410.00
		Warranty & Support:	\$ -
		Estimated Tax:	\$ 7,463.39
		<b>STATION SUBTOTAL:</b>	<b>\$ 110,083.80</b>

**Warranty & Support Notes:**

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any

**Station System Installation Notes:**

01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.

02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.

03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.

04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.

05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.

06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.

07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.

08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.

09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.

10 - Structural backing for system devices and other millwork (not specifically detailed) by others.

11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.

12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.

13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.

14 - USDD cannot warrant nor support any owner-purchased (3rd-party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

# US DIGITAL DESIGNS

# QUOTE

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

DATE: 7/29/2024  
Expires: 10/27/2024

Quote SUBMITTED TO:  
City of Corona, CA  
Corona Fire Department

REF PROPOSAL

CA\_CFD010 v1

## Section Totals

<b>SECTION TOTALS</b>	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
<b>STATION-LEVEL SUBTOTAL</b> <b>110,083.80</b>	
<b>Includes:</b>	
STATION 02 SYSTEM:	102,620.41
STATION 02 WARRANTY & SUPPORT:	-
STATION 02 ESTIMATED TAX:	7,463.39
<b>Notes: One (1) Station System</b> currently included in this proposal with installation not included.	

**US Digital Designs System Total: \$ 110,083.80**

## **TERMS AND CONDITIONS OF USDD PRODUCT SALES**

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**", as defined more specifically below) by U.S. Digital Designs, Inc. ("**USDD**"). References to "**Customer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

**ORDERS.** Orders (including any revised and follow-on orders) (each, an "**Order**") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

**REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

**QUOTE PRICING.** This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

### **PAYMENT.**

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual any purchase of the Products listed thereon will be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

### **SURCHARGES.**

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

**CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

**TAXES.** USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

**8. SHIPPING/DELIVERY/RISK OF LOSS.**

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments, USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

**LIMITED WARRANTY.** CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.



**9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.

**9.3. Procedure for Warranty Claims.**

**9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

**9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated with, shipping any Product to USDD for repair the same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.

**9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.

**9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.

**9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**

**9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

**9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

**9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

**9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptible Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

**9.6.5.** This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

**LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

**SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

**SOFTWARE PRODUCTS.** All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

**INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "**Intellectual Property**" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

**REMOTE ACCESS TO THE SYSTEM.**

- 14.1. **Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. **Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. **Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

**GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

**DISPUTE RESOLUTION/ARBITRATION.** Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

**FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

**ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

**SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

**WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

**THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**