**SimplexGrinnell Quotation**

TO:  
Williamson County - Juvenile J  
200 Wilco Way  
Juvenile Justice Detenti  
GEORGETOWN, TX 78626  
Attn: Dale Butler  
Phone: (512) 943-1609 EXT(____)  
Fax:  

Project: WILCO Juvenile Justice Center  
Customer Reference: WILCO Juvenile Justice Center  
SimplexGrinnell Reference: 494415191  
Date: 10/28/2014  

Items cited in **BOLD** on this quote are products on the SimplexGrinnell contract listed below. Items **NOT** cited in **BOLD** are being quoted as "open market items". Note: All orders must be processed through the TxSmartBuy System, and all PO's must reference contract number TXMAS-5-84070.

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

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**Fire Alarm**

<table>
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<tr>
<th>QTY</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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**THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.**

*Fire, Security, Communications, Sales & Service*

*Offices & Representatives in Principal Cities throughout North America*
SimplexGrinnell Quotation

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Net selling price for Fire Alarm, $3,158.85
TXMAS-5-84070

Total net selling price, $3,158.85

Pricing Schedule: Texas State (on contract)

Comments

Scope of Work:
Add Relay IAM (RIAM within 3' of Power Sully for Third-Party Provided Delayed Egress Door Hardware on door at Vestibule 478 @ Williamson County Juvenile Justice Center - @00 WILCO Way - Georgetown, TX.

Install Fire Alarm Wiring and RIAM. Add RIAM to Fire Alarm Panel programming and perform NFPA 72 required 10% system test and verify proper operation of RIAM.

One submittal to AHJ for plan review.

Excluded in this proposal:
Other than normal SimplexGrinnell Working Hours
Cutting, Painting, Patching, Fire Proofing
Conduits, stub-ups and back boxes
120VAC Circuits or connections
Additions/modifications mandated by Authority Having Jurisdiction (AHJ)
Existing condition of Fire Alarm System and Wiring
Repair of system damage by other trades
Taxes, bonds, permits, and fees not specifically mentioned above.
Add 8.25% for sales tax to price above or send a Texas Resale Certificate with signed proposal.

This proposal is valid for 45 days.

Thank you for your consideration,
SimplexGrinnell Quotation

Comments (continued)

Mike Breacher
Electronic Systems Service Sales
TERMS AND CONDITIONS

1. Payment. Payments shall be involved and due in accordance with the terms and conditions set forth above. Work performed on a per unit basis shall be billed to the Company by agreement, Company rate for labor, material, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments at one hundred (100%) percent (0%) percent upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer’s credit at its sole discretion. The Customer’s failure to make payment when due is a material breach of this Agreement. If Customer does not make payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company’s sole discretion, to stop performing any Services and/or withhold further delivery of materials, until the account is current. Payment is not due on work performed at the site until the invoice is received and paid by Company, may, at its discretion, assess late fees of up to 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, excluding without limitation costs, fees, and attorneys’ fees. Customer’s failure to make payment when due is a material breach of this Agreement, unless the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work (“Equipment” and “Services”). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the prices will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all fees, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company’s standard alarm monitoring services agreement.

4. Code Compliance. Company shall not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer’s property and the property of others located on the premises. Customer agrees to look exclusively to the Customer’s insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company by any way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or alarm or prevent occurrences or the consequences therefrom that the equipment or service was designed to detect or alert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations hereunder. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefore, which the equipment or service was designed to detect or prevent. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company’s liability shall be limited to an amount equal to the Agreement price (as increased by the prices for any additional work) or where the time and material payment term is selected, Customer’s time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of agreed payment allocable to the site where the loss occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the procedure for payment. The assumption for the benefit of Company by such greater liability, provided that such rider shall in no way be interpreted to hold Company as an insurer in NO EVENT SHALL COMPANY OR ANY THIRD PARTY BE LIABLE FOR ANY INJURY, DAMAGE, OR LOSS INCLUDING ALL LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS FOR THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAULT OF THE COVERED SYSTEM(S) TO PERFORMANCE. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company’s employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY ACT). Certain of SimplexGrinnell’s systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technology under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the “SAFETY ACT”). As required under 5 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an “Act of Terrorism” as defined in 5 C.F.R. 25.2, where GATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection, payment, and related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer’s system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling protected calendar dates before, on or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:30 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined in the text herein, unless additional terms and specifically stated in this Agreement. Company will perform the services described in the Scope of Work section (“Services”) for one or more system(s) of equipment as described in this Scope of Work section or the listed attachments (“Covered System(s)). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer’s attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be removed from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD INSPECTION WHATSOEVER. IN NO EVENT SHALL SIMPLEXGRINNELL BE LIABLE FOR THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBsolescence OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, elevator, and crane and elevator service and necessary permits. Where wall pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer’s attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:
- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency. Covered System(s) failure, late reasonable safety precautions to protect against personal injury, death, and property damage, contain such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances;
- Provide Company access to any system(s) to be serviced;
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Exculsion. In the event the Work includes excavation, fill, backfill, as a contract inducement, the cost of any additional work performed by Company dated to water, quicksand, rock or other unforeseen condition or obstruction encountered or adjoining required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it resulting from the actions of proximate therein, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of
Project: WILCO Juvenile Justice Center
Customer Reference: WILCO Juvenile Justice Center
SimplexGrinnell Reference: 494415191
Date: 10/28/2014
Page 5 of 6

SALE AND INSTALLATION AGREEMENT (continued)

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first installation or all or any part of the Covered System(s) or 10 months after any Equipment shipments, whichever is earlier, provided however, that Company’s sole liability, and Customer’s sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company’s sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, termination, camera tubes, video monitors, display tubes, fibers, and certain other products in accordance with the applicable manufacturer’s warranty. Company does not warrant devices designed to be integrated into the System, such as, but not limited to, keyboards and circuits, included in or sold as part of any Equipment described in this Agreement, which shall be warranted by the manufacturer thereof. The parties agree that this warranty is limited to the repair or replacement of the System or any part thereof, and shall not extend to any other repairs or replacements or provisions for parts and labor.

All of the above are hereinafter referred to as “Hazardous Conditions.”

10. OSHA Compliance. Company shall have the right to rely on the representations above. If hazardous conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Company as certified in writing by an independent testing agency, and Customer shall pay the additional expenses incurred as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

1. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and shall pay for all additional costs incurred by Company arising out of interferences to Company’s work caused by other trades.

5. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of lesser design, providing that such modifications or substitutions will not materially impair the performance of the Covered System(s).

6. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Customer and be approved by Company. Customer shall not increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the changes in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company’s estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for changes requested by Customer or made necessary because of incompleteness or inaccuracies of blueprints or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer’s facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

2. Commodity Availability. Company shall be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees to terminate this Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any termination. 2) If Company is able to sell the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or data Company executed this Agreement whichever occurred first, then Company may terminate this Agreement through reasonable prior notice to reflect increased cost of materials.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless brought in writing to Company’s attention within 10 days after such claim arises.

21. Backcharges. No charges shall be levied against the Seller unless twenty (20) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

26. System Equipment. The purchase of equipment or peripheral devices (including but not limited to line detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company’s sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Company to remove or replace the device shall constitute a material breach of the Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed by Company’s then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and shall not relieve Customer of its obligations of loss to assume the cost of repair or replacement of any property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that any additional components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

Fire, Security, Communications, Sales & Service Offices & Representatives in Principal Cities throughout North America
SALE AND INSTALLATION AGREEMENT (continued)

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UVR equipment; provision of fire watches; clearing of ice blockage; drainage of improperly pumped piping; replacement of batteries; recharging of chemical suppression systems; reboarding, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storms, or other severe weather, wind, accident, fire, acts of God or any other cause external to the Covered System(s). Service Repair services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure: Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, wars, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid instalments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement. Since this Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Severability. The legality of any part of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

32. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

33. License Information (Security System Customers): AL: Alabama Electronic Security Board of Licensee 7868 Vaughn Road, Pmb 392, Montgomery, Alabama 36111 (334) 264-9388: AR: Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)341-8000: CA: Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA. 95706. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Licensing Act. NY: Licensed by N.Y.S. Department of the State: TX: Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.