



Quotation

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 10/19/2020

To... CHRIS CULP
EL MIRAGE POLICE DEPT

12401 WEST CINNABAR AVE
EL MIRAGE AZ 85335-0026

Quote # -292992234328PC
Terms Per Approved Terms
This Quote Expires on 01/17/2021
Phone 623-933-1341
Fax 623-815-2182

Qty	Product Description	UnitPrice	SubTotal
	AZ Participating Agreement No. CTR043213		
3	ProLaser 4 bundle includes a Hogue grip, 8 AA rechargeable batteries with charger (4 of which are spares), USB to PC interface cable, 12 VDC to USB adapter, hard carry case.	\$2,100.00	\$6,300.00
3	Following Too Close upgrade (No charge through 12/31/20) SPR approved 10/21/20 by Robin Jess	\$0.00	\$0.00
3	SHIPPING & HANDLING COSTS (Included on PL4)	\$0.00	\$0.00
	Stealth Stat II not on State Contract		
1	StealthStat II Covert Traffic Data Collector. Includes IP-68 locking enclosure, Bluetooth & USB I/O, secure mounting hardware, KSI K-band directional RADAR for approaching, receding, and both directions target data collection & config & analysis software	\$2,795.00	\$2,795.00
1	Sales Tax (Est @ 9.3%)	\$845.84	\$845.84
1	SHIPPING & HANDLING COSTS	\$50.00	\$50.00

Total \$9,990.84

Signature

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.

TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply. These Terms and Conditions shall apply to all transactions between Kustom Signals, Inc. ("Seller") and any of Seller's international customers purchasing products from Seller ("Buyer").

2. **PRICES AND TAXES.** Prices will be Seller's prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All international transactions shall be Incoterms Ex-Works ("EXW") from Seller's locations, as directed by Seller, net of any duties, sales, use or similar taxes, fees or assessments, and Seller's prices do not include any shipping, packing or insurance costs, all of which shall be the responsibility of the Buyer.

3. **PAYMENT.** Payment is due according to the terms specified by Seller on the invoice in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as nonpayment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within terms days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. TERMINATION, RESTOCKING CHARGES.

Buyer may terminate this purchase order for convenience, in whole or in part, by written notice received by Seller within 7 calendar days from the date of the PO (NOTE: Expedited delivery orders are exempt from the 7 day clause) and prior to delivery of the relevant goods to Buyer's carrier. In such case, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of such purchase order, that Seller cannot mitigate. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice, or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT

9. **INDEMNIFICATION.** Seller and Buyer shall each indemnify the other against any and all liability, damages, costs and expenses, including without limitation reasonable attorney's fees, made against or sustained by such Party arising from the other Party's gross negligence, willful misconduct or failure to comply with applicable laws in connection with the performance of this Agreement; provided, that, in no event shall either Party be responsible to the other for any compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or for any expenditures investments, lease commitments, property improvements or other commitments made by a Party in connection with this Agreement.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or reexport of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret Boulevard
Lenexa, KS 66219