PURCHASE CONTRACT

VENDOR: Ferguson Enterprises LLC

VENDOR ADDRESS: 751 Lakefront Commons, Newport News, VA 23606

DATE: October 6, 2025

The Town of Wickenburg, Arizona ("Wickenburg") agrees to purchase and Vendor agrees to sell the Purchased Items described in Exhibit A ("Purchased Items") for the prices set forth in Exhibit A in accordance with all requirements of the specifications set forth on Exhibit B ("Specifications"). The specifications are incorporated into this Purchase Contract as though fully set forth herein.

The Purchased Items shall comply with the following general requirements, in addition to the Specifications:

1. New and Compatible Purchased Items: All Purchased Items, components, and parts shall be new and unused. All Purchased Items, components and parts shall be the manufacturer's latest model and design proven in use by municipalities. All components shall be integrated in design and construction to work effectively together.

2. Standard Make and Model: Purchased Items shall be equipped with the manufacturer's standard equipment and accessories which are included as standard in the advertised and published literature for the Purchased Items. Standard equipment may be removed only where necessary to install other items in lieu thereof to comply with the Specifications and Design Standards.

3. National and State Standards and Regulations: All Purchased Items shall be certified as meeting all federal and state laws and safety regulations, including required accessories and items.

4. Warranty: Purchased Items shall be warranted for a period of 5 year(s) from the date the Purchased Items is accepted by Wickenburg. Such warranty shall include the obligation to replace all defective parts and/or components, and to make any repairs resulting from defective design, materials, or workmanship. These repairs shall be made at the Vendor's own expense and without any cost to Wickenburg, and within a reasonable time frame as determined by industry standards. The Vendor shall be obligated to Wickenburg as the single-source provider of the Purchased Items, and is required to honor all warranties, given or implied. If the Purchased Items do not meet the above requirements, the remedies available to Wickenburg under this warranty shall include repair or replacement of components of the Purchased Items whose non-compliance is discovered and made known to the Vendor in writing within ninety (90) days after discovery.

4.1 Parts and Service Availability: During the lifetime of the Purchased Items, Vendor must be able to provide all parts needed for service and repair of the Purchased Items within 48 hours after request or upgrade the order status to the highest shipping priority available at no additional cost to Wickenburg.

4.2 Authorized Parts: All replacement parts and components shall be authorized by the Purchased Items manufacturer.

4.3 Descriptive Literature: Vendor shall provide complete manufacturer's descriptive literature regarding the Purchased Items.

5. Price: All prices shall be firm and fixed and shall include all freight (FOB destination), insurance, warranty costs, taxes, and any other applicable costs. The purchase of certain items or materials by Wickenburg is exempt from the federal excise tax. Wickenburg will furnish an exemption certificate upon presentation by the Vendor, if so requested by the Vendor. Vendor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Vendor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Vendor's request, Wickenburg will assist Vendor in applying for and obtaining the same.

6. Risk of Loss: Vendor shall insure all supplies until delivery to and final acceptance of supplies by Town. The Vendor shall bear all risks of loss, injury or destruction of the Purchased Items which occur prior to delivery of the Purchased Items to Wickenburg. Any such loss, injury, or destruction prior to delivery shall not release the Vendor from any obligation owed hereunder.

7. FOB Point: The Purchased Items shall be FOB destination and delivered to Wickenburg at the following address 155 N Tegner St, STE A, Wickenburg, AZ 85390

8. Delivered Service Ready: The Purchased Items shall be delivered ready to be put into intended service.

9. Delivery Acceptance: The Purchased Items shall be delivered to Wickenburg on or before December 31st, 2025. The Purchased Items shall be in compliance with these all specifications set forth in this Purchase Contract at the time of delivery. Prior to acceptance of the Purchased Items and payment of the invoice, Wickenburg shall inspect the Purchased Items against the requirements of this Purchase Contract. The inspection may include testing where the nature of the Purchased Items cannot be adequately determined otherwise. The cost of testing shall be borne by Wickenburg, except where the goods are nonconforming. In such case, Wickenburg may recover the reasonable cost of inspection and testing from Vendor as part of its incidental damage caused by Vendor's breach. The Purchased Items must meet or exceed all such requirements agreed to in this Purchase Contract.

10. Invoice and Payment: All invoices for supplies delivered shall be submitted within sixty (60) days from delivery. Payment for the Purchased Items shall be made by Wickenburg within thirty (30) days after delivery and acceptance of the Purchased Items, unless otherwise set forth

in Exhibit C. Purchased Items that do not comply with the requirements of this Purchase Contract shall be rejected. If a different payment schedule is agreed to, it shall be set forth in Exhibit C; provided however, that any payments made for Purchased Items that are not delivered or do not comply with the Specifications shall be immediately refunded to Wickenburg upon demand by Wickenburg. Wickenburg reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the supplies are accepted. Invoices for the month of June shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Wickenburg.

11. <u>Patent Rights:</u> Vendor agrees to defend Wickenburg at Vendor's own expense, in all suits, actions or proceedings in which Wickenburg is made a defendant for actual or alleged infringement of any United States of America or foreign patent resulting from Wickenburg's use of the goods purchased from the Vendor. Vendor further agrees to pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings against Wickenburg.

11.1 <u>Royalty Rights:</u> Vendor agrees to indemnify and hold harmless Wickenburg from any and all royalty and proprietary licenses, fees or costs, including legal costs, which may arise out of Wickenburg's purchase and use of goods supplied by the Vendor.

11.2 <u>Covenant Clause:</u> It is expressly agreed by Vendor that these patent and royalty covenants are irrevocable and perpetual.

12. <u>Applicable Law:</u> This Contract shall be governed by the laws of the State of Arizona without regard to any choice of law provisions thereof.

13. <u>Compliance with Laws:</u> Vendor represents that the Purchased Items, delivered pursuant to this Purchase Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended.

14. <u>Israel:</u> To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

15. <u>China:</u> Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless Wickenburg, its officials, employees, and agents from any claims or causes of action relating to Wickenburg's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by Wickenburg in defending such as action.

16. Assignment: This Purchase Contract may not be assigned by the Vendor without the prior written consent of Wickenburg, and any assignment without such consent shall be null and void.

17. Attorney's Fees: If any action necessary to enforce the terms of this Purchase Contract, the prevailing party shall be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

18. Termination for failure to Budget: If funds for this Contract are not appropriated or budgeted by July 1, 2025, Wickenburg may terminate this contract by giving written notice to Vendor.

19. Entire Agreement: This Agreement constitutes the entire agreement between the parties, and any oral representations or terms set forth in a separate acceptance form or delivery slip shall not alter the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

"Wickenburg"
TOWN OF WICKENBURG, ARIZONA,
a municipal corporation

_______________________________ _______________________
Troy Smith, Town Manager Date

ATTEST:

____
Amy Brown, Town Clerk

APPROVED AS TO FORM:

____
Trish Stuhan, Town Attorney
Pierce Coleman PLLC

“**Vendor**”

Ferguson Enterprises LLC
a Virginia corporation,

By: ________________________________ ________________________
Date

Name: ______________________________

Title: _______________________________

EXHIBIT A

PURCHASED ITEMS AND PRICES

Item	Description	Quantity	Net Price	UM	Total
N13458000	GATEWAY R900 CELLULAR V4	5	19995.000	EA	99975.00
N13727001	ANNUAL ENTITLEMENT FEE GATEWAY R900 5-YEAR BUNDLE EXT WARRANTY	5	0.000	EA	0.00
N13070100	OUTDR UPS SYSTEM ASSY	5	0.000	EA	0.00
N13146100	R900 GATEWAY RF ANTENNA SOLAR POWER ADDER $6K .... OPTIONAL ACCESSORIES AT 25% OFF LIST PRICE	5	0.000	EA	0.00

Net Total:	$99975.00
Tax:	$9097.73
Freight:	$0.00
Total:	$109072.73

Item	Description	Quantity	Net Price	UM	Total
N14099203	MY360 SET-UP FEE SET UP / TRAINING	1	10000.000	EA	10000.00
N14099205	MY360 SGL-SIGN-ON ANNUAL SUPP FEE	1	15000.000	EA	15000.00

Net Total:	$25000.00
Tax:	$2275.00
Freight:	$0.00
Total:	$27275.00

EXHIBIT B

SPECIFICATIONS

Item	Description	Quantity	Net Price	UM	Total
N13458000	GATEWAY R900 CELLULAR V4	5	19995.000	EA	99975.00
N13727001	ANNUAL ENTITLEMENT FEE GATEWAY R900 5-YEAR BUNDLE EXT WARRANTY	5	0.000	EA	0.00
N13070100	OUTDR UPS SYSTEM ASSY	5	0.000	EA	0.00
N13146100	R900 GATEWAY RF ANTENNA SOLAR POWER ADDER $6K .... OPTIONAL ACCESSORIES AT 25% OFF LIST PRICE	5	0.000	EA	0.00
			Net Total:		$99975.00
			Tax:		$9097.73
			Freight:		$0.00
			Total:		$109072.73

Item	Description	Quantity	Net Price	UM	Total
N14099203	MY360 SET-UP FEE SET UP / TRAINING	1	10000.000	EA	10000.00
N14099205	MY360 SGL-SIGN-ON ANNUAL SUPP FEE	1	15000.000	EA	15000.00
			Net Total:		$25000.00
			Tax:		$2275.00
			Freight:		$0.00
			Total:		$27275.00