

Unified Power

David Brown
Phone: (972) 524-7136
Fax: (972) 524-7953
David.Brown@unifiedpowerusa.com
www.unifiedpowerusa.com



Keeping You in Power

Williamson County Emergency Communications
Troubleshoot

Proposal #: [REDACTED] - Rev: 1
Date: 04/08/2021

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David.Brown@unifiedpowerusa.com



Troubleshoot

Invoice To:	End User:
Williamson County Emergency Communications 911 Tracy Chambers Ln Georgetown TX 78626	Williamson County Emergency Communications

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US

Description	Rate	Quantity	Price
Labor to Trouble Shoot Toshiba G9000 - Charger over voltage alarm	\$1,364.35	1	\$1,364.35
Site Total:			\$1,364.35

Summary

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	\$1,364.35
Tax	\$0.00
Total	\$1,364.35



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Unified Power's Terms & Conditions will apply to orders based on this proposal.

Unified Power's Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power

Signature: Tim Lindert

Date: 6/1/2021

Printed Name: Tim Lindert

Title: VP North America Sales

Williamson County Emergency Communications

Signature: _____

Date: _____

Printed Name: _____

Title: _____





Terms and Conditions

1. Acceptance and Entire Terms and Conditions. All services performed, including but not limited to scheduled, remedial and emergency services (collectively Services) or products, equipment, batteries or parts sold or delivered separately or as part of performing Services (Products) sold by ON COMPUTER SERVICES, LLC, dba UNIFIED POWER (Seller) on behalf of or to the Customer (Customer) named in the attached Proposal (the Proposal) shall be subject to these Terms and Conditions. If Services are being supplied pursuant to Customer's purchase or work order, Seller's acceptance of said purchase or work order is expressly conditioned on Customer's acceptance of these Terms and Conditions. Any of the provisions of Customer's purchase or work order which attempt to impose terms and conditions at variance with these Terms and Conditions shall not be binding on Seller and shall not be considered applicable to the Services contemplated by the Proposal.

2. Delivery, Delays and Title. Any Service completion date or Product delivery date specified on the face hereof is approximate and is not a guarantee of a particular day of completion of the Services to be performed hereunder or delivery of the Products, and such dates are based upon prompt receipt of all necessary information from the Customer. Under no circumstances shall Seller be liable for damages for any delay or failure to perform the Services or deliver the Products as scheduled if such delay or failure is occasioned in whole or in part by reason of force majeure, or any other causes or circumstances beyond Seller's reasonable control or which Seller by reasonable diligence could not have avoided.

3. Warranty and Seller's Limitation of Liability. Seller's sole warranty pursuant to these Terms and Conditions shall be that all Services performed shall be performed in a competent manner, and that any Products provided hereunder and any incidental materials and consumables utilized in the performance of the proposed Services will be new or like new and free from defects in workmanship and will conform to the applicable drawings and specifications. If Customer identifies any failure of Seller to meet the above stated warranty within thirty (30) days from the date such Service or installation of such Products, Customer must immediately notify Seller in writing. Any claims of Customer, shall not be cause for the cancellation of the Proposal or these Terms and Conditions.

NO WARRANTY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXTENDED BY SELLER, OR MAY BE EXTENDED BY CUSTOMER, TO ANY THIRD PERSON. NOTWITHSTANDING ANYTHING IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE PERFORMANCE OF SERVICES OR DELIVERY OF A PRODUCT, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOST SALES, GOODWILL, INJURY TO PERSON OR PROPERTY, OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF: (I) WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE RELATED TO A PRODUCT OR (II) THE PERFORMANCE OF ANY SERVICE WHETHER A CLAIM FOR SUCH DAMAGE IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, WHETHER OR NOT THE POSSIBILITY OF DAMAGE WAS DISCLOSED TO SELLER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER. ANY ACTION OR REMEDY BY CUSTOMER ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF MUST BE COMMENCED BY CUSTOMER WITHIN SIX (6) MONTHS AFTER SUCH CAUSE OF ACTION SHALL HAVE ACCRUED. CUSTOMER SHALL INDEMNIFY SELLER FROM ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEY FEES, EXPERT FEES AND COURT COST. SELLER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE OR INJURY TO ANY PERSONS OR PROPERTY, WITH RESPECT TO ANY SERVICES PROVIDED BY SELLER WITH RESPECT TO THIS CONTRACT (WHICH MAY INCLUDE INSTALLATION AND FURTHER RELATED SERVICES), EXCEPT AS SUCH DAMAGES OR INJURY MAY BE HELD TO BE THE SOLE AND DIRECT RESULT FROM OR OUT OF (A) ANY GROSSLY NEGLIGENT PERFORMANCE BY SELLER OF ITS OBLIGATIONS UNDER THE TERMS OF THIS CONTRACT, OR (B) ANY WILLFUL MISCONDUCT ON THE PART OF THE SELLER, ITS AGENTS OR EMPLOYEES. No person has any authority to bind Seller to any affirmation, representation or warranty concerning the Services, except an authorized agent of Seller who agrees to the same in writing. In no event shall any different and/or additional affirmation, representation or warranty relating to the Services.

4. Returns. Products may be returned to Seller only after receipt by Customer of written authorization and shipping instructions from Seller signed by an authorized agent of Seller.

5. Cancellations. All requests for cancellation must be made in writing by Customer, and orders or service contracts shall not be cancelled without the prior written consent of Seller signed by an authorized agent of Seller. Orders for Products or Services in process or completed at the time Customer's cancellation is received by Seller are subject to cancellation charges up to the invoice value of the Products or Services.

6. Price. All prices stated in Seller's Proposal or in the attached rate sheets will be maintained for Services performed within thirty (30) days from the date of the Proposal (Price Maintenance Date) unless extended by Seller at its sole option. Prices stated herein do not include installation, freight and handling charges, unless such item is specifically listed and priced in the agreements between Seller and Customer.

7. Payment. Unless otherwise specifically provided in the Proposal, invoices for performance of any non-Contract Services will be processed upon completion of the Service. Invoices for all Products not sold as part of a Service will be processed upon shipment of the Products to Customer. Payment of all invoices is due within thirty (30) days from the date of the invoice. Payment to Seller by Customer will not be contingent on third party payments to Customer. Any payment not made when due shall be subject to a one and one half percent (1-1/2%) service charge per month which will be added to all balances past due, which is an annual rate of eighteen percent (18%). In addition, an amount equal to twenty percent (20%) of the service price will be added to all outstanding principal balances which are more than thirty (30) days past due if, in the sole opinion of Seller, it is necessary to utilize the services of an attorney and incur related expense in the collection of the account and such additional amount shall be an obligation of Customer. In the event that Seller in its sole opinion shall decide it



is necessary to file court action in order to collect any outstanding balance, then Customer shall be obligated to reimburse Seller for all attorneys fees and court costs.

8. Default. The following specific conduct shall be considered a default under these Terms and Conditions:

1. Failure to pay when due any amounts pursuant to any of the agreements between Seller and Customer.
2. The filing of a bankruptcy proceeding by or against Customer or attachment or garnishment proceedings commenced against Customer which is not dismissed within thirty (30) days after the date of filing.
3. Any breach of the terms of these Terms and Conditions or any other agreements between Seller and Customer, other than as set forth in subsection 1 or 2 of this Section 8 and such default continues for twenty (20) days after written notice thereof by the party not in breach, such continuing breach shall constitute a default by the breaching party.

Upon an event of default by Customer pursuant to subsection 1 or 2 of this paragraph, or if the financial responsibility of Customer shall become impaired or shall be deemed unsatisfactory by Seller for any reason, or if Customer shall default under any of its agreements between Seller and Customer, then in such case (i) upon demand by Seller, Customer shall provide satisfactory security or advance cash payment and performance of Services or delivery of Products may be withheld by Seller until such security or payment is received; (ii) Seller may declare all of Customer's outstanding indebtedness to Seller immediately due and payable; and/or (iii) Seller shall have the option to immediately withhold deliveries and suspend performance and to resume deliveries and performance when it deems appropriate or declare the transaction between Seller and Customer void and, upon such an event, Seller shall have no further duties or obligations to Customer whatsoever and will retain all amounts paid by Customer. Acceptance by Seller at any time of less than the full amount due Seller shall not be deemed to constitute a waiver of any of Seller's rights hereunder. Seller's rights under this Section of the Terms and Conditions are in addition to all rights available at law or in equity to Seller.

In the event of an uncured default by either party, pursuant to section 3 of this paragraph, the non-defaulting party shall have the right to declare the remaining term of the relationship between Seller and Customer void.

9. Taxes. In addition to any price specified herein, Customer shall pay, or reimburse Seller for the gross amount of any and all taxes that are associated with this transaction unless Customer has furnished Seller with evidence of exemption acceptable to the taxing authorities in advance of this transaction.

10. Governing Law. These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of the Texas conflict of law rules. Any actions, claims or suits (whether in law or equity) arising out of or relating to these Terms and Conditions, or the alleged breach thereof, shall be brought only in courts located in Dallas County, Texas and Customer hereby waives its rights, if any, to bring such actions, claims or suits in any other courts. The parties hereby submit themselves to the jurisdiction of the courts located in Dallas County, Texas for the enforcement of this provision and for the enforcement of any judgment rendered by such courts. If any action, claim or suit is brought by Seller against Customer hereunder, Customer agrees to and does hereby irrevocably appoint the Texas Secretary of State as Customer's agent for the acceptance of service of process therein, and a copy of such process shall be mailed by Seller to Customer at Customer's last known address.

11. Nonassignability. This Terms and Conditions and its terms shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns except that neither these Terms and Conditions nor any interest or obligation hereunder shall be assignable or transferable by Customer, in whole or in part, without the prior written consent of Seller.

12. Severability. If any provision or paragraph of these Terms and Conditions is determined to be illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of these Terms and Conditions and the Terms and Conditions shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

13. Holiday Scheduling . Seller recognizes nine (9) holiday events each year (Holidays) and there shall be no scheduled maintenance performed by Seller on Holidays. Accordingly, scheduled maintenance rates and availability during Holidays are subject to adjustment. Seller will notify Customer in advance of any conflicts between Seller's Holiday schedule and Customer's scheduled maintenance, and such scheduled maintenance shall be rescheduled at a time mutually agreeable to Seller and Customer. Holiday restrictions are not applicable to emergency call-out service, but rates may be adjusted.

14. Notice. Any notice, writing or other communication required or permitted to be given under the terms of these Terms and Conditions shall be in writing and sent to the addresses of Seller and/or Customer set forth in the agreement(s) between Seller and Customer by one or more of the following methods: **(a)** by personal hand delivery; **(b)** by certified or registered mail in the United States mail, postage prepaid, return receipt requested; or **(c)** by a recognized overnight express mail service. If mailed by U. S. Mail, the notice period shall be deemed to begin two (2) days following the date on which that notice is mailed.

15. General Provisions.



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a. Unless otherwise specified by Seller, any quotation or proposal of Seller shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's formal written acceptance.

b. Seller reserves the right to subcontract any of the work to one or more subcontractors.

c. Any information, suggestions or ideas transmitted by Customer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized agent of Seller.

d. The sale of any Service and Products ordered by the Customer which are not included within the scope of Sellers Proposal or other agreements with Customer is expressly conditioned upon these Terms and Conditions. Terms and conditions included in the Sellers Proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by an authorized Seller employee.

e. The parties to these Terms and Conditions specifically agree that in the event that any provision of these Terms and Conditions is found, by a court of competent jurisdiction, to be unenforceable under Texas law, such provision(s) shall be waived, to the full extent permitted by law, without invalidating the remaining provisions of the Terms and Conditions.

f. All subheadings as used herein shall be descriptive only and shall not have any substantive meaning whatsoever.

g. To the extent that any provisions of these Terms and Conditions conflict with or are inconsistent with the terms as stated in the body of the Proposal attached hereto, then the terms of the Proposal shall prevail.

h. The parties hereto covenant and warrant that the persons executing the any agreement between Seller and Customer have been duly authorized to execute said agreement, and the agreement and these Terms and Conditions constitute a valid and legally binding obligation of the parties hereto.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

-END OF TERMS AND CONDITIONS-



Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
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Proposal #: XXXXXXXXXX
Date: 4/8/2021