

**TWR Lighting**

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Houston, Texas 77041

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Quote Number**Date:** 02-10-2022**Sales BDM:** Jeremy Lochner**Sales Associate:****Quotation for:****Williamson County dba Wireless Communications Radio Shop**

3171 SE INNER LOOP

GEORGETOWN, TX 78626

RICK AKINS

512-943-3575

RICK.AKINS@WILCO.ORG

Project:

Item	Quantity	Description	Unit	Extended	Tax (USD)	Total
1	1.00	LE23-0A FAA E2 IR 120VAC Medium Intensity Type L-864/865 LED lighting system including, (1) L-864/865 Dual Red/White Flashing LED Beacon including integral photocell and infrared LED's at the top and (2) L-864/865 Dual Red/White Flashing LED Beacon including integral photocell and infrared LED's at the mid-level, (1) LC-STAR Alarmed Controller including Form-C dry contact alarm points, single run of TWR beacon/sidelight cabling for a 350-ft to 700-ft tower (w/standard 50-ft of extra cable) and cable ties and all misc. installation hardware.	17,500.00	17,500.00	0.00	17,500.00
Subtotals					0.00	17,500.00
Total with TAX						17,500.00
Shipping & Handling Charges						286.00
Adjustment						0.00
Grand Total (USD)						17,786.00

Shipping Terms	Delivery	Payment Terms	Validity
FOB TWR Prepay & Add	2-4 weeks	Net 30 Days	11-04-2022

TWR Lighting, Inc. (TWR) reserves the right to re-quote should quantity, urgency of delivery, freight terms, or description and/or content of the equipment quoted herein change in any way. Should any of these circumstances occur, TWR will not be bound to honor the price(s) we have bid in this quotation. All items are subject to prior sale. Availability/Shipping date is at time of quotation and may be different at the time an order is placed. TWR will not be liable for any damages or penalties/late charges due to late shipment unless agreed to in writing at the time the order is placed.

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE TO ALL OFFERS BY TWR LIGHTING, INC., HOUSTON, TX, HEREINAFTER: "TWR", FOR THE MANUFACTURING, SALE, DELIVERY, ASSEMBLY, INSTALLATION, REVISION AND/OR REPAIR OF ANY GOODS BY TWR.

CONTENT:

1. GENERAL
2. OFFERS, ORDERS, AND AGREEMENTS
3. DRAWINGS, QUOTES, DOCUMENTS
4. PRICE
5. DELIVERY TIME AND DELIVERY
6. RISK AND TRANSFER OF OWNERSHIP
7. FORCE MAJEURE
8. ACCEPTANCE, INSPECTION
9. GUARANTEE
10. LIABILITY AND INDEMNIFICATION
11. PAYMENT AND SECURITY
12. RESCISSION
13. DISPUTES AND APPLICABLE LAW

1. GENERAL

- 1.1 All offers from TWR to the other party (hereinafter: the "Buyer") for the manufacturing, sale, delivery, assembly, installation, revision and/or repair of any goods by TWR (hereinafter: "Offers" and "Goods" respectively) and all relevant agreements with TWR are subject to these terms and conditions (hereinafter: the "Terms").
- 1.2 The applicability of general terms and conditions of the Buyer is hereby expressly excluded.
- 1.3 Provisions which deviate from these Terms can be invoked by the Buyer only if and to the extent that these provisions have been accepted by TWR in writing.
- 1.4 If, for any reason whatsoever, any part of these Terms is invalid, the remainder of the same shall remain in force and the parties will, in mutual consultation, provide a regulation in substitution for the invalid stipulation, the purport of which shall be maintained to the maximum extent possible.
- 1.5 In so far as these terms and conditions are also drawn up in a language other than English, in the event of any conflict the English text shall always prevail.

2. OFFERS, ORDERS AND AGREEMENTS

- 2.1 All Offers are nonbinding, unless explicitly agreed otherwise in writing.
- 2.2 All orders and all acceptances of Offers by the Buyer, including verbal orders or acceptances of offers, are irrevocable.
- 2.3 TWR shall only be bound when it has accepted an order in writing or has begun implementation. Verbal commitments or agreements by or with its personnel do not bind TWR except and insofar as TWR confirms these in writing.
- 2.4 Amendments in agreements shall be subject to these Terms as if they were separate agreements.

3. DRAWINGS, QUOTES, DOCUMENTS

- 3.1 All information recorded in catalogues, brochures, price lists and the like shall only be binding for TWR if and in so far as explicitly agreed in writing.
- 3.2 All drawings, designs, models, etcetera, which are supplied in connection with the Goods delivered by TWR and the intellectual and industrial property rights with respect thereto shall remain the exclusive property of TWR which company shall also be regarded as the maker and designer. Save with the express permission of TWR, the Buyer is not allowed to provide documents and information from TWR to third parties nor inform same thereof.

4. PRICE

- 4.1 Unless expressly indicated or agreed otherwise, the prices quoted by or agreed with TWR shall be net prices, therefore exclusive of VAT and exclusive of any possible import or export duties; they shall furthermore not include costs of packing, loading, transport, unloading, insurance, installation, assembly and/or other services.
- 4.2 If TWR undertakes to carry out the packing, loading, transport, unloading, insurance, installation, assembly or other services and no price has been expressly agreed in that respect, it shall be entitled to charge the Buyer the actual costs and/or the rates normally used by TWR.
- 4.3 Prices set by or agreed to with TWR are based on the cost price at the time of the offer or acceptance of an order by TWR. If the cost price increases thereafter, TWR is entitled to charge the Buyer a corresponding price increase, unless explicitly agreed otherwise ("fixed price").
- 4.4 If, after the agreement has been concluded, the Buyer desires amendments or additions to the agreement, TWR shall affect those to the extent that it may be reasonably expected to do so. To the extent that the amendments and additions desired by the Buyer involve extra costs, TWR shall be entitled to charge these to Buyer in their entirety. In that event, TWR shall also be entitled to set a new delivery period.

5. DELIVERY TIME AND DELIVERY

- 5.1 The delivery time becomes effective after the conclusion of the agreement, after TWR has received all documents and data to be provided by the Buyer and after any agreed upon advance payments have been received by TWR or a security for the benefit of TWR has been provided.
- 5.2 Subject to the exceptions as referred to in Clause 8.3, the Goods to be delivered by TWR shall be deemed delivered when they have left the premises of TWR or of third parties contracted by TWR for transport to or on behalf of the Buyer, unless expressly agreed otherwise.
- 5.3 If TWR expects that the delivery period agreed will be exceeded, it will inform the Buyer hereof as early as possible. A failure to make timely delivery shall never entitle the Buyer to additional or substitute compensation or to non-compliance by him of any of his own obligations arising from the agreement.
- 5.4 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed due to force majeure. They shall also be extended by the time that the Buyer is later in the fulfillment of any obligation than is agreed to or could reasonably be expected by TWR.
- 5.5 TWR has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these Terms. TWR shall be entitled to demand payment for each partial delivery before proceeding with any other. The Buyer's failure to comply with his duty to effect payment (or to do so on time) shall have the effect of suspending TWR's duty to affect a delivery.

6. RISK AND TRANSFER OF OWNERSHIP

- 6.1 The risk in the Goods sold by TWR shall be for the Buyer as from the moment that the goods are considered as having been delivered as per Clauses 5.2 or 8.3.
- 6.2 Unless expressly agreed otherwise, loading, dispatching or transport, unloading and insuring of the Goods to be delivered shall be effected for the risk of the Buyer, even if TWR arranges same.
- 6.3 All Goods sold by TWR shall remain the property of TWR until such time as the Buyer has paid in full all that which is owed to TWR in connection with the underlying agreement and/or in connection with prior or subsequent agreements of the same nature, including damages, costs and interest. The Buyer has no right of retention in respect of those Goods.
- 6.4 The Buyer grants TWR irrevocable authority to take such measures which are necessary to maintain the property rights of TWR.
- 6.5 The industrial or intellectual property rights to or in connection with the delivered Goods shall remain with TWR or with third party title owners and shall never be transferred to the Buyer.

7. FORCE MAJEURE

- 7.1 TWR shall be entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including site or building blockades, strikes, delayed delivery of parts ordered by TWR from third parties, Goods or services, accidents and interruptions of business operations.
- 7.2 In the event of force majeure on the part of TWR, its obligations are suspended. If the force majeure continues for a period of more than 90 days, both TWR and the Buyer are authorized to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provisions of Clause 12. Where TWR has already executed part of an agreement, the Buyer shall pay the purchase price for any Goods that have been delivered.

8. ACCEPTANCE, INSPECTION

- 8.1 The Buyer shall be bound to lend its cooperation, without delay, to any inspection or test agreed. If the Buyer fails to lend its cooperation to an inspection or testing in a timely manner or at the time agreed, the Goods shall be deemed to have been approved.

8.2 The Buyer is obligated to take discharge and acceptance at the moment that the Goods delivered are ready for transport or ready to be dispatched.

8.3 If the Buyer does not or does not timely lend its cooperation to inspection, testing or acceptance of the Goods, the Goods shall be deemed as having been delivered, in deviation from the provision of Clause 5, at the time that inspection, testing or acceptance could have been expected or desired by TWR.

8.4 With respect to the Buyer, TWR has a right to compensation for damage and costs which are the result of the refusal to effect or the delay in the inspection, testing or acceptance of the Goods.

8.5 Before Goods can be rejected in connection with defects found during inspection or testing, TWR shall be given the opportunity to repair such defects. If the Buyer makes no use of a possibility for inspection or testing, then the Goods shall be deemed to have been approved.

9. GUARANTEE

9.1 TWR refers to the separate TWR Warranty Notice for a description of the warranty terms. The warranty terms mentioned in the TWR Warranty Notice are applicable.

10. LIABILITY AND INDEMNIFICATION

10.1 The liability of TWR in connection with any defects in the Goods it has delivered is limited to the fulfillment of the guarantee described in the previous Clause.

10.2 TWR shall never be obligated to pay any substitute or additional compensation for damage, except if and in so far as the damage suffered was inflicted intentionally or gross negligence of TWR or its own employees. TWR' liability for loss of profits, consequential or indirect damages is, however, at all times excluded, except in the case of willful misconduct on the part of TWR itself.

10.3 In all cases in which TWR is obligated to pay compensation for damage, this shall never exceed, at its discretion, the invoice value of the Goods in connection with which the damage was caused.

10.4 Each claim against TWR, except those acknowledged by TWR, shall lapse on account of the mere expiration of a period of twelve (12) months after the claim arose.

10.5 Conditions which limit, exclude or establish liability, which can be invoked against TWR by suppliers or subcontractors of TWR in connection with the Goods delivered, can also be invoked by TWR against the Buyer.

10.6 The employees of TWR or independent contractor brought in by TWR for the implementation of the agreement, can, with respect to the Buyer, invoke all defenses to be derived from the agreement as though they themselves were party to that agreement.

10.7 The Buyer shall hold harmless and indemnify TWR, its employees and independent contractors brought in by it for the implementation of the agreement against each claim by third parties in connection with the implementation of the agreement by TWR, in so far as these claims are greater than or different from those to which the Buyer is entitled with respect to TWR.

10.8 With respect to the Goods to be delivered, the Buyer shall strictly observe national and international governmental export, import and user restrictions. It will hold TWR harmless with respect to damage suffered by TWR as a result of any violation of these restrictions.

11. PAYMENT AND SECURITY

11.1 COVERED IN TEXAS PROMPT PAYMENT ACT COMPLIANCE BELOW Unless expressly agreed otherwise, payment shall be made within thirty (30) days after the invoice date. TWR, however, shall at all times have the right to demand full or partial payment in advance and/or otherwise obtain security for payment. Refusal by the Buyer to provide the required security gives TWR the right to suspend its obligations and ultimately, without any notice of default or legal intervention, the right to dissolve the agreement wholly or partially, without prejudice to his right to compensation for any damages suffered by him.

11.2 In the event of payments by bank transfer the Buyer must at all times mention the respective invoice numbers. Payments by bank transfer which are not (completely) specified in this manner are first applied against the oldest invoices as well as against the interest due in relation thereto.

11.3 The moment of payment shall be the moment at which the amount due has been fully and irrevocably credited to the account of TWR.

11.4 The Buyer relinquishes any right to set off amounts charged by and between parties. Guarantee claims do not suspend the payment obligations of the Buyer.

11.5 If the Buyer fails to pay any amount due in the manner described above, he shall be in default without prior notice of default. If the Buyer remains in default with any payment, all other claims from TWR on the Buyer shall be immediately and totally due and the default becomes effective also with respect to those other claims, and without notice of default. The following including 11.6 is COVERED IN TEXAS PROMPT PAYMENT ACT COMPLIANCE BELOW As from the day the Buyer is in default, overdue payment interest at 2% per month shall be due for any part of a month during which the default continues.

11.6 All judicial and extrajudicial costs incurred by TWR because payment was not made (in good time), shall be paid by the Buyer. The extrajudicial costs are deemed to amount to at least 15% of the amount which is claimed.

12. RESCISSION

12.1 In the event the Buyer fails altogether to perform one or more of its obligations, or fails to do so in a timely or proper manner, is declared bankrupt, requests (temporary) suspension of payments, proceeds to liquidate its company, as well as if its capital is seized in part or in its entirety, TWR shall, without being held liable for any compensation, be entitled to suspend the implementation of the agreement or to rescind the agreement in part or in its entirety by means of a written statement without prior notice of default or legal intervention, such at its own discretion and always without prejudice to any rights to which it is entitled to compensation of costs, damages and interest.

12.2 The Buyer shall only be entitled to rescind the agreement in the events described in Clauses 5.3 and 7.2 of these Terms and in such cases only after payment of all amounts owed to TWR at that time, whether or not due.

13. DISPUTES AND APPLICABLE LAW

13.1 All disputes existing between parties shall be heard exclusively by the United States District Court located in Harris County, Texas, unless TWR prefers another competent forum.

13.2 The provisions of Clause 13.1 leave intact the right of TWR to obtain a settlement by means of arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration will be Houston, Texas. The arbitral procedure shall be conducted in the English language.

13.3 All agreements between TWR and the Buyer are subject to United States law and the laws of the State of Texas.

WARRANTY POLICY

THE FOLLOWING IS THE STANDARD LIMITED WARRANTY FOR THE TWR LIGHTING, INC. SYSTEMS AND PRODUCTS ("PRODUCTS") SUPPLIED BY TWR LIGHTING, INC., HOUSTON, TX, HEREINAFTER: "TWR". THIS WARRANTY APPLIES UNLESS A DIFFERENT WARRANTY HAS BEEN SPECIFICALLY AGREED TO AND SIGNED BY A TWR AUTHORIZED REPRESENTATIVE.

LIMITED WARRANTY

(a) TWR warrants, subject to the following limitations, that at time of delivery to Buyer, its Products will conform to applicable TWR drawings and Product specifications and will be free from defects in workmanship and material. If applicable, TWR warrants that at the time of delivery Products are compliant to applicable national and/or international rules and regulations. However, unauthorized alteration, maintenance or repair could invalidate compliance with such rules and regulations.

(b) The Products are not in conformity as meant under (a) in the case of a defect in workmanship or material becoming apparent under normal authorized use consistent with TWR Product instructions and specifications. Normal wear and tear (including but not limited to lamp failure) or problems with electrical power, relatively minor anomalies which are customary and/or technically unavoidable, or the need for periodic maintenance shall not constitute non-conformity.

These warranties shall be available to the initial purchaser, and may be transferable to its successors and assigns. The duration of these warranties shall be as follows:

TWR warrants for a period of one year after shipment that the equipment or material of its manufacture is free from defects in workmanship and materials but its liability is limited to the replacement FOB shipping point of the defective parts thereof.

Corrosion or other decomposition by chemical action is specifically excluded as a defect covered hereunder. TWR shall not be liable for any direct incidental or consequential damages arising from the sale or use of the equipment or material other than as expressly provided herein. Where circumstances permit, TWR will invoke, for the benefit of Purchaser, the guarantee or warranty of TWR's vendor for equipment or materials furnished hereunder.

(c) All Products repaired or replaced hereunder shall be warranted only for the unexpired portion of the original warranty period. If TWR is of the opinion that the complaint about the defect is justified, TWR will repair or replace at its own option any faulty Product returned within the warranty period at its cost (including material and labor costs, excluding shipping costs). Repaired or replaced Products will be returned to Buyer. The risk of loss or damage to all Products in transit shall be borne by Buyer.

(d) The integrity and reliability of TWR systems and Products are dependent on the use of TWR parts and components. To ensure the optimum performance and reliability of your TWR system, it is strongly advised that only components and modules manufactured by TWR be used. No other parts can be used without prior written permission from TWR.

Any right under this warranty shall lapse if the Product has been exposed or subjected to:

1. Any maintenance or lack of maintenance, unauthorized repair, improper installation, mishandling, and transportation, improper storage, improper operation, intentional or accidental mistreatment, failure to observe the instructions for use or use which is improper, excessive or otherwise is not in compliance with TWR's instructions; or
2. Any direct intervention, alteration, modification, transformation or repair by anyone other than TWR or those specifically authorized in writing by TWR, without prior written permission from TWR; or
3. Any accident, contamination, foreign object damage, abuse, misuse, neglect, negligence or any other circumstances after delivery to Buyer; or
4. Any damage induced by failure of a TWR supplied Product not under warranty or by any Product not supplied by TWR.
5. Any force majeure.

TWR shall not be responsible for Buyer's or any third party's Product, Product information, or memory data contained in, sorted on, or integrated with any Product returned to TWR, whether under warranty or not. Buyer is responsible for backing up its programs and data to protect against loss or corruption.

(e) Repair or redelivery as meant in the previous paragraphs shall in principle be effected only within the United States. Repair and or redelivery outside the United States shall only be effected if this can reasonably be requested of TWR, such to be judged exclusively by TWR. With respect to noticeable defects, the Buyer must submit a claim in writing within three (3) working days after delivery, failing which any claim on TWR will lapse.

Claims with respect to other defects must be made in writing within ten (10) working days after their appearance, failing which any claim on TWR will lapse.

In respect of Products or parts of Products which TWR received from third parties, the warranty obligations granted by TWR to the Buyer shall never exceed in nature nor in duration the warranty obligations granted by those third parties to TWR.

(f) This warranty is exclusive and in lieu of all other warranties, whether written or oral, express, implied or statutory, including, without limitation, any implied warranties of merchantability, fitness for particular purpose, or non-infringement, all of which are hereby expressly disclaimed. No extension or expansion of this warranty shall be binding upon TWR unless set forth in writing and signed by TWR's authorized representative.

(g) All disputes existing between parties shall be heard and governed by the laws of the State of Texas, without regard to conflicts or laws rules. Any arbitration enforcement of any arbitration litigation will be brought exclusively in Harris County, Texas and the customer/buyer consents to the jurisdiction of the Federal and State courts located therein, submits to the jurisdiction thereof and waives the right to change of venue. Customer/Buyer consents to the exercise of personal jurisdiction by any such court, with respect to any such proceeding. This warranty notice is subject to United States law.

(h) TWR reserves the right to modify its warranty at any time, at its sole discretion.

WARRANTY RETURN POLICY

Buyer must notify TWR Lighting, Inc., hereinafter: "TWR" of any defect in the product(s) by sending an email to technicalsupport@twrlighting.com or by calling +1-800-679-8724. To ensure your return is processed quickly and efficiently, please follow the guidelines outlined below.

Returned Material Authorization (RMA) Guidelines

Returns require a Return Material Authorization (RMA) number and RMA sheet completed prior to shipping goods. Buyer should contact TWR in order to obtain an RMA form.

The RMA form needs to be returned to TWR by email or by fax (+1-713-973-9352), including the following information:

- Contact name and phone number;
- TWR Part number(s), item description, and corresponding quantities for each item to be returned;
- Serial number for each item returned;
- Full description or Reason for Return;
- Buyer's Original Order Number;
- Order Date;
- Billing information;
- Shipping address.

After Receipt of Completed RMA Form Within 3 working days after receipt of the completed RMA form, TWR will provide the Buyer with a RMA number and the location to which Buyer must return, at their cost, the defective product.

The Buyer is responsible for the proper packaging of the product returned to TWR and return of product within 30 working days after issuance of the RMA number.

Package the returned product in the following manner:

- Use standard packaging procedures to ensure safe arrival of goods into our factory;
- Enclose a copy of the completed RMA in each package;
- Enclose a copy of any and all associated packing slips/invoices, when available.

Shipping Preparation Requires the Following:

- Markings: All returned goods must include our receiving address:

TWR Lighting, Inc.
ATTN: RMA Dept.
10810 W. Little York Rd.
Suite 130
Houston, Texas 77041-4051

- RMA Number:
- The RMA number must be clearly written and visible on the outside of the box;
- Do not ship freight collect. Shipments marked freight collect may be refused, resulting in the product's return to sender;
- TWR does not accept responsibility for any product lost in transit and recommends that the return be insured for the full value;
- In no event will TWR accept any returned product that does not have a completed RMA form;
- Buyer's failure to return product within 30 working days of its receipt of a RMA may result in cancellation of RMA;
- The warranty is null and void if the product(s) are damaged in the return shipment.

TWR will make all reasonable efforts to repair or replace a defective product within 30 working days of receipt of defective product.

Buyer Notification

- Upon full compliance with the RETURN TERMS and receipt of returned product(s), inspection, testing, and evaluation will be performed to determine the cause of defect.
- TWR will notify the Buyer of its acceptance of the warranty claim, or of the cost to repair the product upon evaluation and processing of the returned material;
- When a product outside warranty appears not to be repairable, or no defect has been found, the Buyer will be charged with an inspection fee of \$100.00. The Buyer can then decide to ask for the product to be returned, and will be charged for the return transportation costs. This inspection fee will not be invoiced if Buyer decides not to repair the product but orders a new product;
- No non-warranty repairs will be performed without prior Buyer approval and associated purchase order to perform said repairs;
- Buyer has 10 working days to respond after TWR notifies the Buyer of the applicable repair charges. If there is no response from the Buyer, TWR will notify Buyer by telephone or e-mail about the non-response. The Buyer should notify TWR to repair, return or scrap the product within 20 working days of this 2nd notification. The product will be scrapped if the Buyer does not reply by the end of this 20 working day period.

Return to Stock

Any order that is returned to TWR for part(s) ordered incorrectly by the customer, or unneeded upon receipt, the customer is required to pay a 20% restocking fee. A credit will be issued once it is determined that the Return Terms are met.

Credits

Credits are issued once it is determined that all of the Warranty and Return Terms are met. All credits are processed on Fridays. In the even a Friday falls on a Holiday, the credit will be issued on the following Friday.

Freight

All warranty replacement part(s) will be shipped via ground delivery and paid for by TWR. Delivery other than ground is the responsibility of the customer.

REMEDIES UNDER THIS WARRANTY ARE LIMITED TO PROVISIONS OF REPLACEMENT PARTS AND REPAIRS AS SPECIFICALLY PROVIDED. IN NO EVENT SHALL TWR BE LIABLE FOR ANY OTHER LOSSES, DAMAGES, COSTS OR EXPENSES INCURRED BY THE CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS FROM FAILURE OF THE PRODUCT(S) TO OPERATE FOR ANY TIME, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ALL PERSONAL INJURY OR PROPERTY DAMAGE DUE TO ALLEGED NEGLIGENCE, OR ANY OTHER LEGAL THEORY WHATSOEVER. THIS WARRANTY IS MADE BY TWR EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, TWR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT(S) FOR ANY PARTICULAR PURPOSE. TWR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

SPECIAL TERMS:

- No Waiver of Sovereign Immunity or Powers: Nothing in this quote/agreement will be deemed to constitute a waiver of sovereign immunity or powers of Buyer, the Williamson County Commissioners Court, or the Williamson County Judge.
- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.
- 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 Buyer 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 Buyer 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 Buyer'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.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: TWR agrees that Buyer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of TWR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. TWR agrees that Buyer shall have access during normal working hours to all necessary TWR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Buyer shall give TWR reasonable advance notice of intended audits.

IN WITNESS WHEREOF, Buyer and TWR have duly executed this Agreement to be effective as of the date of the last party's execution below.

BUYER:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

TWR:

By: _____

Printed Name: _____

Representative Capacity: **Sr. Sales Manager**

Date: _____, 20____