



(O) 765-480-1619
sales@transcendrobotics.com
Proprietary and Confidential Information

October 30, 2019

Transcend Tactical Vantage™ Terms, Conditions and Warranty Information

Limited Warranty

In exchange for monies tendered and upon the execution of this Agreement by Customer, Transcend Robotics, Inc., DBA Transcend Tactical, ("Transcend") warrants its Vantage™ robot, Mini Vantage and related accessories (Products) to be free of defects in material and workmanship for one year from the date of delivery to Customer. Customer must report any claimed defect by phone at 714-421-7985, or by email at support@transcendtactical.com. Transcend, in consultation with AndyMark, Inc. (the manufacturing partner) will determine whether such repairs can be performed by parts supplied by manufacturer at no cost to the Customer or whether the Vantage robot will need to be returned to the manufacturer for repair or replacement at manufacturer's sole discretion. Replacement may be made with a robot in a similar or better state of use. If a return for repair is determined necessary, the customer will be responsible for shipping costs to the manufacturer and manufacturer will be responsible for return shipping costs. Each party will ensure that the shipment is fully insured in case of damage during shipment.

Warranty Exclusions/Limitations

Transcend is not liable under the warranty set forth above to the extent a defect or failure is caused by: (i) repair, alteration or modification of the Products by persons other than Transcend or its designee without Transcend's prior approval, (ii) use beyond the intended design or normal operating hours, or damage or defects caused by negligence, accident, abuse, misuse, improper or other abnormal usage, (iii) normal wear and tear; or (iv) Customer's failure to properly store, install, operate or maintain the Products in accordance with good industry practices or the recommendations or instructions of Transcend.

TRANSCEND MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.





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Limitation of Liability

To the extent authorized under Texas law, Transcend shall in no event be liable for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement, or out of any breach of its obligations hereunder, or out of any defect in, or failure of, or malfunction of the Products, including but not limited to, claims based upon personal injury or death, loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other equipment, environmental damage, loss by reasons of shutdown or non-operation, increased expenses of operations, cost of purchase of replacement equipment or claims of Customer or any other party for service interruption whether or not such loss or damage is based on contract, tort (including negligence and strict liability) or otherwise.

Further, except with respect to the limited warranty provided herein, Customer agrees to the extent authorized under Texas law that, Transcend will not be liable to Customer, its affiliates, employees, investors, partners, officers, directors and agents ("Customer Entities") or any third party under this Agreement for any liability, loss, damage, expense, or cost ("Loss") resulting from or arising out of personal injury or death of any person as a result of any Customer Entity's or third party's use of the VANTAGE ROBOT or accessories; provided, however, the foregoing shall not apply in the event any such Loss was a direct result of Transcend's gross negligence or willful misconduct.

In no event will Customer's cumulative, aggregate liability to the Customer Entities under this Agreement exceed the total amount paid by Customer to Transcend for the Products purchased hereunder.

Returns

Transcend Robotics, Inc. will accept returns of items purchased with an approved Return Merchandise Authorization within 14 days from the date of receipt of the robot, provided the item is returned in the same condition it was received. A refund will be credited to the customer provided that the customer adheres to the following customer responsibilities.





1. The operator that was using the robot at the time of the issue within the first 14-days of delivery was on boarded by Transcend Robotics
2. Onboarding must occur within 2 business days of delivery

Failing to meet these responsibilities will void the 14-day 100% money back guarantee.

The customer is responsible for all shipping charges to return products and will ensure the shipment is fully insured in case

- a. 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 licensee 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 licensee 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 licensee'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.
- b. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- c. 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 ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
- d. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- e. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- f. Right to Audit: Transcend agrees that Customer 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 Transcend which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Transcend agrees that Customer shall have access during normal working hours to all necessary Transcend facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Transcend reasonable advance notice of intended audits.





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Agreed and Accepted

Transcend Tactical

Phillip Walker

Printed Name

CEO

Authorized Signature

Date: 04/14/2020 _____





**TRANSCEND
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Customer

Organization Name

Williamson County

Printed Name

Judge Bill Gravell Jr.

Title

County Judge

Authorized Signature

Judge Bill Gravell Jr.

Judge Bill Gravell Jr. (May 19, 2020 14:36 CDT)

Date May 19, 2020



Agenda Item #77 5-19-2020 (Transcend Tactical)

Final Audit Report

2020-05-19

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