

Estimate Response

8/23/2022 3:50:20 PM



Assembled Products Corporation
115 East Linden Street
Rogers AR 72756
United States

479-636-5776

Customer: [REDACTED] **Quote:** Animal Shelter SMT PM Pro

Prospect:

Linda Gunter
Williamson County
1855 SE Inner Loop
Georgetown TX 78626

Phone: 512-943-3567

Fax: 512-943-3389

| Estimate | Terms | Quote Date | Expiration Date | Salesperson | Customer Currency |
|----------------------------|--------|------------|------------------------------|-------------|-------------------|
| [REDACTED] | Net 30 | 10/3/2022 | 9/29/2023 | 488 | USD |
| | | Quantity | Item | Unit Price | Extended Price |
| | | 48.000 | | 250.00000 | |
| | | EA | 300-4317 Kit, PM1 | | 12,000.00 |
| PM1 Monthly X 4 Units | | 16.000 | | 0.00000 | |
| | | EA | 300-4318 Kit, PM2, GP 2.1 | | 0.00 |
| PM Service 2 quarterly x 4 | | 4.000 | | 0.00000 | |
| | | EA | 300-4319 Kit, PM3, GP 2.1 | | 0.00 |
| PM Service 3 Annually X 4 | | 4.000 | | 0.00000 | |
| | | EA | 300-4320 Kit, PM4, GP 2.1 | | 0.00 |
| PM Service 4 Annually X 4 | | | | | |

Sale Amount: 12,000.00

Order Disc(0.0000%): 0.00

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| [REDACTED] | Net 30 | 10/3/2022 | 9/29/2023 | 488 | USD |
| Surcharge: | | | | | N/A |
| Sales Tax: | | | | | 0.00 |
| Freight: | | | | | 0.00 |
| Misc Charges: | | | | | 0.00 |
| Total Amount: | | | | | 12,000.00 |

Due Date is an Estimation of Ship Date, not a Guarantee. Thank you for your Business!

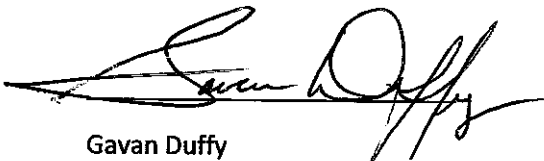
Amendment to Terms & Conditions

The terms & conditions for the preventative maintenance agreement between Assembled Products Corporation and Williamson County, Texas are amended to include the following:

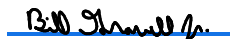
- No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- 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 Customer's rights.
- 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, Customer 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.

Assembled Products Corporation

Williamson County, Texas



Gavan Duffy


Bill Gravell (Oct 4, 2022 10:45 CDT)
Name: Bill Gravell

Sr. Vice President-Sales & Marketing

Date: 9/23/22

Title: County Judge

Date: Oct 4, 2022

Spray Master Technologies Preventative Maintenance Plan - Terms and Conditions

Please read this document carefully and keep it for reference. These terms and conditions, together with the Service Contract, constitute the entire agreement ("Agreement") between you and Assembled Products Corporation, d.b.a. Spray Master Technologies ("SMT"), pertaining to the Preventative Maintenance Plan(s) (the "Plan" or "Plans") that you have purchased as stated on the Service Contract. The laws of the State of Arkansas govern interpretation of this Agreement. SMT may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. **What is Covered:** You are entitled to have an authorized technician selected by SMT from its network of approved service contractors (the "Service Contractor") visit your site per the schedule set forth in the Service Contract, for the Spray Master unit(s) covered by the Plan(s) that you have purchased. The Plan covers the number of unit(s) specified and located at the service address as identified on the Service Contract. The Plan does not cover units that may be installed after the date of the Service Contract. If the identified service address has multiple Spray Master units, a separate Plan must be purchased for each individual unit. Multiple Plans may be purchased on the same Service Contract, as indicated in the "Quantity" field. The Quantity on the Service Contract shall equal the number of Plans purchased. An Annual Term of this Agreement means the initial twelve month term of this Agreement commencing on the Effective Date of this Agreement and any successive twelve month renewal term under this Agreement. The "Effective Date" of this Agreement is listed on the Service Contract. In order to be covered by the Plan, your Spray Master unit must: (a) be installed to meet local, state, and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be readily accessible to the Service Contractor. You represent that you are the owner of the covered equipment or are authorized to perform, or to cause to be performed, the specified services to the covered equipment. SMT and/or Service Contractor may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. You must provide a contact for the Service Contractor to schedule each service, as stated below under "How to Receive Service under the Plan." **What is Not Covered:** neither SMT nor Service Contractor will be responsible for performing any services not specifically listed above in "What is Covered." Repairs, updates, other maintenance, or additional testing that is identified by the Service Contractor in the course of performing specified maintenance services are not covered by the Plan and you will need to arrange for these separately. **How to Receive Service under the Plan:** Please follow the process described below to obtain coverage under the Plan. SMT is not obligated to perform services under the Plan except under this process. SMT will not be responsible to cover or pay for work performed by a person not specifically assigned by SMT, or for services performed without SMT's authorization. Unauthorized repairs may void this Agreement. Service Contractor will initiate contact to schedule service according to the schedule set forth in the plan. If Service Contractor did not contact you to schedule service according to the Plan schedule, you must call (800) 548-3373 to schedule a service appointment. All service calls will occur during regular working hours (8:00am-5:00pm local time, Monday through Friday). All services will be performed by an authorized Service Contractor. SMT has the sole and absolute right to (i) select the Service Contractor to perform the service and (ii) determine the rates and other pricing terms under which the Service Contractors will be compensated. Service Contractors are independent contractors and not employees or agents of SMT or its affiliates and are not authorized by SMT to perform services outside of the scope of the Plan. If you elect to retain the Service Contractor to perform other services to SMT equipment on your behalf, you must provide written approval to Service Contractor for those services. You authorize SMT to invoice you, and you agree to pay for, any additional amounts for services outside of the scope of the Plan authorized by you in writing and applicable surcharges, shipment costs, fees and taxes. You must provide the Service Contractor with safe and reasonable access to all covered products, and related systems and lines. The Service Contractor will submit its fees for authorized Plan services directly to SMT, and you will not be required to pay the Service Contractor for authorized Plan services. You must be current on all payments with SMT and its affiliates and/or assignees in order to be covered under this Agreement. **Term of Coverage and Cancellation:** This Agreement is for a term of twelve (12) months starting on the Effective Date and will automatically renew for additional twelve-month Annual Term(s) thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by calling SMT at (800) 548-3373. Voicemail cannot be used to cancel the Agreement or otherwise alter coverage under the Plan. SMT may cancel this Agreement at any time for misrepresentation or nonpayment by you; for violation of any of the terms and conditions of this Agreement; if required to do so by any regulatory authority; or if SMT, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan. If either you or SMT cancels this Agreement within 30 days from the Agreement's Effective Date and you have not had service performed hereunder, you will receive a full refund of Plan payments made by you. If either you or SMT cancels this Agreement more than 30 days from the Agreement Effective Date and you have had service performed during the then-current Annual Term, you will be invoiced on a pro-rata basis for services received for the current Annual Term. If you move to a new service address, this Agreement will be deemed cancelled by you. **Price/Billing:** The amount of your service charge is provided in the Service Contract. On notice to you, amounts charged for services under the Plan are subject to increase 6% or the then-current year-over-year percent increase in the Consumer Price Index (CPI-U), whichever is greater, at each Annual Term renewal. In addition to the service charge, you may be billed for applicable taxes or surcharges associated with your location. The initial charges will be submitted for billing approximately one (1) business day after the Agreement's Effective Date. If paying monthly, each subsequent charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. If paying by credit card, the charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, SMT may change the means by which you are invoiced and billed for your services. By applying for the services, you consent to SMT inquiring about your credit or payment history at any time as it relates to your ability to pay for the services and other business you may conduct with SMT, and you consent to disclosure of your customer information by your electric and water utility to third parties to the extent necessary to administer the Plan. **Limit of Liability:** SMT AND SMT'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR, AND YOU WAIVE ALL CLAIMS FOR, INJURY, DEATH OR PROPERTY DAMAGE SUSTAINED BY YOU, YOUR EMPLOYEES, AGENTS OR CONTRACTORS, OR ANY OTHER PERSON CLAIMING THROUGH YOU, RESULTING FROM OR ARISING OUT OF THE WORK PROVIDED BY THE SERVICE CONTRACTOR. TO THE FULLEST EXTENT ALLOWED BY LAW, SMT, ITS AFFILIATES, AND THE SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF SMT, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL BE LIMITED TO THE AMOUNT PAID UNDER THE PLAN(S) BY YOU DURING THE PREVIOUS TWELVE MONTHS. SMT IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY THE SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN. THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN(S). **Communications:** SMT may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on www.spraymastertech.com. **Assignment; Miscellaneous Terms:** This Agreement may be assigned by SMT without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa. Notwithstanding any language of this Agreement to the contrary, should any portion of this Agreement be held invalid or unenforceable by a court or other body of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.