



This quotation prepared and sent by:
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 Customer Service
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QUOTATION/PURCHASE AGREEMENT

CUSTOMER:	CITY OF DEADWOOD	SHIP TO:	Same
	67 DUNLOP AVE		
	DEADWOOD, SD 57732		
	PHONE: 605-641-2874		
	FAX:		

QUOTE DATE		QUOTATION NUMBER		QUOTATION EXPIRATION DATE	
6/6/2022		DM-020-0602		30 DAYS	
SHIP DATE	SHIP VIA	F.O.B. POINT		FREIGHT	TERMS
4-6 WEEKS	Best Way	Fullerton, CA		See Below	TBD

WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

QTY	PART NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1	2169790	Sunray 90 50" x 88" TOUCH TABLET 120W SOLAR ARRAY WITH BATTERIES AND ELECTRIC-HYDRAULIC MAST	\$16,513.00	\$16,513.00
		ESTIMATE FREIGHT IS BETWEEN 2500.00 TO 3500.00		

To ensure prompt processing of your accepted quotation, please fill in the Ship To information above and information below or your Purchase Order and this Quotation and fax to our Customer Service Representatives at 714-441-7714. Thank you for considering National Signal!

Signed:	Title:
Printed Name:	PO#:

ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL BY NATIONAL SIGNAL, INC. ALL QUOTATIONS ARE FOR 30 DAYS UNLESS OTHERWISE NOTED ON QUOTATION.

CORPORATE & REMITTANCE INFORMATION
 NATIONAL SIGNAL, INC • 2440 ARTESIA AVENUE • FULLERTON, CA • 92833
 TOLL FREE: 888-994-0300 • FAX: 714-441-7714
www.nationalsignalinc.com • dana@nationalsignalinc.net

TERMS AND CONDITIONS

1. Delivery in Lots- Seller shall have the right to deliver all of the goods at any one time or in portions from time to time within the time of delivery stated on the front page of this Agreement, unless specifically stated on the front page of the Agreement that delivery in partial lots will not be accepted. Partial deliveries shall be invoiced separately and shall be payable in accordance with Paragraph 16 herein.
2. Excuse for Non-Performance. Seller shall not be liable for any failure of performance or late delivery of goods under this Agreement where the failure or delivery has been occasioned by fire, flood, accident, riot, war, governmental interference, rationing, epidemic, quarantine, restrictions, allocations or embargoes, strikes, acts of necessary delay in performance by any supplier of Seller for any reason, or any circumstances beyond the Sellers control not herein above enumerated which shall prevent the Seller from making deliveries in the usual course of business. Dates or times by which Seller is to deliver the goods shall be postponed automatically to the extent that Seller is prevented from meeting them by the causes described herein. In the event Seller is unable wholly or partially to perform, as described in this paragraph, including without limitation, fabrication, shipment, delivery, and warranty repair or replacement. Seller may terminate the Agreement without any liability to Buyer.
3. Time of Delivery. The date of delivery shall be on or about the date(s) set forth on the front page of this Agreement. The indicated delivery date(s) represents Seller's best estimate(s) only.
4. Place of Delivery. The goods shall be delivered F.O.B. carrier at the location specified on the front page of this Agreement.
5. Method of Tender-Hours for Receipt. Seller will give notice to Buyer as soon as the goods are ready for delivery. Buyer agrees to receive the goods at the place of delivery specified herein within five days after having been given notice that they are being held at his disposal. Buyer agrees to call for the goods between 7:00 a.m. – 3:30 p.m. on a regular business day.
6. Packaging. Seller will deliver the goods packaged in Seller's ordinary containers at no addition to the price specified in the Agreement. If Buyer requests special packaging, Seller will package goods in accordance with Buyers instructions, provided instructions are furnished in sufficient time to permit Seller to complete the packaging before delivery. Buyer shall pay Seller the reasonable cost of special packaging in addition to the price specified in the Agreement.
7. Identification – Risk of Loss – Title. Identification of the goods under 2-501 of the Uniform commercial Code shall occur at the moment this Agreement is signed by the parties or as soon thereafter as the goods are identifiable, and the risk of loss shall pass upon identification. Title to the goods shall pass to the buyer upon delivery of the goods to the carrier.
8. Disclaimer of Express Warranties. Seller warrants that the goods are free from defects in material and workmanship for one (1) year from the date of delivery. No other warranty is made in respect to the goods. If any model or sample was shown Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the model or sample. Seller's sole obligation under this warranty is at Seller's election to repair or replace defective goods or to credit Buyer's account the value of the goods. Goods which are repaired or replaced under this warranty are warranted only for the remaining unexpired warranty period for the goods sold hereunder.
9. EXCLUSION OF WARRANTIES. THE EXPRESS WARRANTY SET FORTH ABOVE IN PARAGRAPH 8 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY THE SELLER. SELLER MAKES AND BUYER RECEIVES NO OTHER EXPRESS WARRANTY AND NO IMPLIED WARRANTIES. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SELLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE. DELIVERY, OPERATION, OR USE OF THE GOODS.
10. INCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY DIRECT CONSEQUENTIAL EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES RESULTING FROM THE SALE, DELIVERY, OPERATION, OR USE OF THE GOODS. THE AFORESAID LIMITATIONS ON LIABILITY SHALL BE APPLICABLE IRRESPECTIVE OF THE THEORY RELIED UPON FOR THE ASSERTION OF ANY CLAIM FOR DAMAGES (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE)
11. Voiding of Warranty. The warranty set forth herein shall be void if the goods have been (1) repaired or altered; (2) subjected to misuse, negligence, accident or operated in other than normal and proper use and service; or (3) connected, installed or adjusted in a manner not in accordance with Sellers instructions.
12. Place for Warranty Repair. All warranty repairs made by seller shall be made at Seller's place of business or other location designated by Seller. As a condition precedent to Seller's warranty repair obligations, Buyer must obtain from Seller's corporate offices a Return Material Authorization (RMA) prior to the shipping the goods to Seller. Buyer shall prepay all transportation costs for warranty repairs by Seller. Buyer shall bear the risk of loss of goods shipped to Seller for repair and shall bear the risk of loss of goods shipped back to Buyer after repair or replacement.

BUYERS OBLIGATION

13. Financial Condition of Buyer. If the financial condition of the Buyer at any time is such as to give Seller, in its sole judgment, reasonable grounds for insecurity concerning Buyer's ability to perform its obligations under this Agreement, Seller may require full or partial payment in advance and suspend performance hereunder, until such payment has been received. Failure to furnish such payment within (10) days of demand by Seller shall constitute a breach of this Agreement.
14. Patents Infringements. Buyer agrees to indemnify and to hold Seller harmless against any claims or legal action resulting from the production, sale or use of goods to Buyer's specifications or from the production, sale or use of goods designed by Seller to meet the Buyer's requirement. Buyer shall assume the defense of Seller in connection with any action brought against Seller for infringement of any patents resulting from the production of goods to Buyer's specifications.
15. Proprietary Rights. The sale of the goods hereunder to Buyer shall in no way be deemed to confer upon Buyer any right, interest or license in any patents or patent applications Seller may have covering the goods. Seller retains for itself all proprietary rights in and to all designs, engineering details and another date and materials pertaining to any goods supplied by Seller and to all discoveries, inventions, patents and other proprietary rights arising out of the work done in connection with the goods or with any and all products developed as a result thereof, including the sole right to manufacture any and all such products. Buyer warrants that he will not divulge, disclose or in any way distribute or make use of such information (as built drawings, software and design information), and that it will not manufacture or engage to have manufactured such products.

16. Price and Payment. Buyer shall pay the price of the goods set forth on the face page of this Agreement. The price herein specified excludes all taxes of any kind levied as of the date of this Agreement by any federal, state, municipal or other governmental authority. Buyer shall have 30 days from the time it receives the goods in which to make payment of the price. Buyer shall pay to Seller a delinquency charge of 1.5% per month of any payment not made within "30 days after" receipt of the goods. Buyer shall not use performance of the product as a reason to withhold payment. Buyer shall notify Seller of any discrepancies with the product so that it may perform under the terms of this agreement.
17. Right of Inspection. Buyer shall have the right to inspect the goods before paying for them or accepting them. Buyer must give notice to Seller within five (5) days of physical receipt of the goods or notice of no acceptance and the reason for no acceptance.
18. Cancellation. At any time prior to delivery, Buyer may cancel all or part of an order. If Buyer cancels all or part of an order, Buyer shall be liable for reasonable cancellation charges for; (1) completed work allocated to Buyer's order at the time performance by Seller ceases, (2) costs for work in process, (3) costs resulting from the cancellation, and (4) reasonable overhead and profit on the costs enumerated herein.
19. Buyer to Grant Security Interest. Buyer agrees to give Seller a security interest in the goods sold under this Agreement to secure that portion of the purchase price not paid at the time of delivery. At the time of delivery of the goods, Buyer will execute a security agreement in such form as is required by Seller.
20. Collection Costs: Buyer shall pay to Seller reasonable costs of collection of money due and unpaid, including reasonable attorney's fees.

GENERAL PROVISIONS

21. Interpretation – Entire Agreement. This writing is intended by the parties as a final expression of this Agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in the course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescence party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
22. Authority of Seller's Agents. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under the Agreement and unless an affirmation, representation, or warranty made by agent, employee or representative is specifically include herein, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.
23. Software Not Sold: Sale of the goods hereunder does not transfer title to or sell to Buyer any Software which is incorporated into the goods. Such software remains the property of Seller. Buyers use of and Software incorporated into the goods shall be governed by the terms and conditions set forth in the Software License Agreement (attached when applicable) which is incorporated into and made a part of this Agreement. IF THIS TRANSACTION INVOLVES SOFTWARE ONLY AND NOT GOODS, THESE SALES ORDER TERMS AND CONDITIONS (EXCEPT FOR PARAGRAPH 23) ARE NOT APPLICABLE, AND THE SOLE TERMS AND CONDITIONS APPLICABLE SHALL BE THOSE SET FORTH IN THIS PARAGRAPH AND IN THE ATTACHED SOFTWARE LICENSE AGREEMENT.
24. Modification: This agreement can be modified or rescinded only by a writing signed by both of the parties.
25. Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing.
26. Assignment. Neither Seller nor Buyer may assign any of its rights or obligations hereunder without the written permission of the other party.
27. Time for Bringing Action. Any action for breach of this Agreement must be commenced within two years after delivery of the goods.
28. Applicable Law. This Agreement shall be governed by the Uniform Commercial Code. Whenever the term Uniform Commercial Code is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of California, effective and in force on the date of this Agreement.
29. Special Terms and Conditions. Only as set forth on the face page of this Agreement.
30. This order constitutes the entire agreement between the parties. No representations or warranties of any nature have been made by National Signal, Inc. representations or warranties except such as may be set forth herein. No variations, modifications or amendments to the terms of the Agreement should be binding unless agreed to in writing and signed by all of the parties hereto.