

# US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

**Town of Prosper, Texas  
Prosper Fire Department**

Project:

**G2 Fire Station Alerting System  
One (1) Station System - Central Station**

Proposal number:

**TX\_PROS001**

Revision #

**4**

a.HGACBuy and USDD entered into a Cooperative Purchase Agreement for 9-1-1-Equipment & Emergency Notification Software and Services – Contract #EC07-20 on or about June 18, 2020, (the “Purchase Agreement”) which allows H-GAC members to purchase USDD “Products” and “Services” (as defined below), which agreement is made available by its terms for use by End User.

Quote Date:

**14-Oct-2022**

Quote Expires:

**12-Jan-2023**

INSTALLATION BY:

Installation not assumed or  
included by USDD

By:

**James Amos**  
Project Manager

**US Digital Designs, Inc.**

1835 E Sixth St #27

Tempe, AZ 85281

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[This Proposal is subject to corrections due to Errors or Omissions]

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 10/14/2022  
 Expires: 1/12/2023

Quote SUBMITTED TO:  
 Town of Prosper, Texas  
 Prosper Fire Department

**REF PROPOSAL**  
**TX\_PROS001 v4 STATION-LEVEL**

## CENTRAL STATION

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.TX\_PROS.CENTRAL.FSA.2022.05.11.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Not Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ 6,592.50
SC3	Kit	USDD	2	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ 97.20
SC4	Kit	USDD	0	G2 Local Alerting Remote (RR2)	LAR-RR2	\$ 2,025.00	\$ 1,822.50	\$ -
SC5	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 1,661.40
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 102.60

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00
SP6	Ea	USDD	3	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 297.00
SP7	Ea	USDD	6	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 6,885.00

SP9a	Ea	USDD	5	<b>G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY</b>	<b>MS-G-M</b>	\$ 915.00	\$ 823.50	\$ 4,117.50
SP9b	Ea	USDD	11	<b>G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width</b>	<b>MS-G-S</b>	\$ 1,050.00	\$ 945.00	\$ 10,395.00
SP9c	Ea	USDD	0	<b>G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width</b>	<b>MS-G-E</b>	\$ 1,575.00	\$ 1,417.50	\$ -
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	<b>MS-AP-S</b>	\$ 38.00	\$ 34.20	\$ -
SP9e	Ea	USDD	5	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	<b>MS-AP-D</b>	\$ 49.00	\$ 44.10	\$ 220.50
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	<b>MS-HK</b>	\$ 73.00	\$ 65.70	\$ -
SP11	Ea	USDD	5	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 1,291.50
SP12a	Ea	USDD	13	<b>G2 ROOM REMOTE 2</b> Module / 2017 version 2	<b>RR2</b>	\$ 2,025.00	\$ 1,822.50	\$ 23,692.50
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -
SP15	Ea	USDD	36	<b>G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v</b>	<b>SPK-LED-FM</b>	\$ 325.00	\$ 292.50	\$ 10,530.00
SP16	Ea	USDD	0	<b>G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v</b>	<b>SPK-LED-SM</b>	\$ 325.00	\$ 292.50	\$ -
SP17a	Ea	USDD	3	<b>G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)</b>	<b>SPK-OAS</b>	\$ 815.00	\$ 733.50	\$ 2,200.50
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -
SP18a	Ea	Bogn	38	<b>SPEAKER - STANDARD, FLUSH Mount, 70v</b>	<b>SPK-STD-FM</b>	\$ 85.00	\$ 76.50	\$ 2,907.00
SP18b	Ea	Bogn	0	<b>SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v</b>	<b>SPK-STD-SM</b>	\$ 85.00	\$ 76.50	\$ -
SP19	Ea	Bogn	2	<b>SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v</b>	<b>SPK-W-SM</b>	\$ 310.00	\$ 279.00	\$ 558.00
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
SP21	Ea	USDD	2	<b>G2 Strobe Light / Red LED</b>	<b>STR</b>	\$ 550.00	\$ 495.00	\$ 990.00
SP22	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -
SP23	Ea	USDD	0	Miscellaneous	<b>MISC</b>	\$ -	\$ -	\$ -

STATION SYSTEM SERVICES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SS1	Ea	USDD	0	Station Installation - <b>Installation not assumed or included by USDD</b>	ST-INST	\$ -	\$ -	\$ -
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,613.53	\$ 2,352.17	\$ 2,352.17
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,149.95	\$ 1,034.96	\$ 1,034.96
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 397.26	\$ 357.53	\$ 357.53
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 62.72	\$ 56.45	\$ 56.45
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours / Train-The-Trainer)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / Train-The-Trainer (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / Train-The-Trainer (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 9,408.69	\$ 8,467.82	8467.821 but No Charge For Initial Warranty Period / Not Included in Subtotals
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 9,408.69	\$ 8,467.82	\$ -

<b>CENTRAL STATION</b>	<b>System:</b>	<b>\$ 97,888.01</b>
	<b>Shipping:</b>	<b>\$ 2,939.00</b>
	<b>Warranty &amp; Support:</b>	<b>\$ -</b>
	<b>Texas Cost-Recovery Fee:</b>	<b>\$ -</b>
	<b>STATION SUBTOTAL:</b>	<b>\$ 100,827.01</b>

See Section Totals Page for Explanation of the Texas Cost-Recovery Fee

**Warranty & Support Notes:**

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

**Station System Installation Notes:**

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 10/14/2022  
 Expires: 1/12/2023

Quote SUBMITTED TO:  
 Town of Prosper, Texas  
 Prosper Fire Department

**REF PROPOSAL**  
**TX\_PROS001 v4**

## Section Totals

<b>SECTION TOTALS</b>		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
<b>STATION-LEVEL SUBTOTAL</b>		
	<b>\$</b>	<b>100,827.01</b>
<b>Includes:</b>	CENTRAL STATION SYSTEM:	\$ 100,827.01
	CENTRAL STATION WARRANTY & SUPPORT:	\$ -
	CENTRAL STATION MISC.:	\$ -
<b>Notes:</b> Additional Equipment for One (1) Station System; currently included in this proposal, with installation not assumed or included by USDD. Customer to contract directly with Crosspoint Communications.		
<b>US Digital Designs System Total</b>		
	<b>\$</b>	<b>100,827.01</b>

Installation of the station system will not be assumed nor included by USDD in any proposal - we are just providing the system and configuration/start-up/training services related to it. Once authorized end-user/customer has reviewed and approved current station system design, USDD can coordinate the training and certification for the installation contractor for this project. Again, no monies or resources for the station system installation will be assumed or included by USDD in any proposal, scope of quote - Installation of station system is 'by others'.

This system is not D.O.D. certified and is not on the GSA listing.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

The Texas Cost-Recovery Fee is a fee charged by USDD to offset amounts incurred by USDD to calculate, file and pay franchise taxes charged by the State of Texas for doing business within the state. The recovery fee is NOT a tax that is required to be paid by the customer and collected by USDD. More information from the Texas State Comptrollers Office on this here <https://star.comptroller.texas.gov/view/201008851>

## TERMS AND CONDITIONS OF USDD PRODUCT SALES

1. These U.S. Digital Designs, Inc. terms and conditions of sale ("**Terms and Conditions**") are effective March 1, 2022 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**", as defined more specifically below) by U.S. Digital Designs, Inc. ("**USDD**"). References to "**Customer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.
2.
  1. **ORDERS.** Orders (including any revised and follow-on orders) (each, an "**Order**") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.
3. Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.
4.
  2. **REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.
5.
  3. **QUOTE PRICING.** This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.
6.
  4. **PAYMENT.**
7.
  - 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
  - 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
  - 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

**4.4. Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual any purchase of the Products listed thereon will be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

## **5. SURCHARGES.**

**5.1.** In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

**5.2.** USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

8. **6. CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

9. **7. TAXES.** USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

10. **8. SHIPPING/Delivery/RISK OF LOSS.**

11. **8.1. Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.



12. **8.2. Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
13. **8.3. Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
14. **8.4. Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("**USDD Dock**") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.
15. **9. LIMITED WARRANTY.** CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.