



JTS
 5310 S Cockrell Hill Road Phone 972-620-1435
 Dallas, TX 75236
 JTS Tax ID#: 752621300 Fax
The Preferred Choice in Wireless Integration

Proposal

Quote #	JTSQ9819-01
Date	03/08/22
Sales Rep.	Kyle Fuller

Quote To:

James Gresham
 City of Stephenville
 298 W. Washington
 Stephenville, TX 76401

Ship To:

James Gresham
 City of Stephenville
 298 W. Washington
 Stephenville, TX 76401

Bill To:

James Gresham
 City of Stephenville
 298 W. Washington
 Stephenville, TX 76401

Project:

Stephenville PD - Turn-Key
 Shelter & Generator (DIR
 Quote)

- Pricing is in accordance with State of Texas DIR contract #DIR-TSO-3965. **DIR-TSO-3965 and the above Quote # must be referenced on the PO.**
- Contract Term End Date for DIR-TSO-3965 is 08/11/2022. Expiration date of this contract is 08/11/2022.
- Email purchase order to: sales@jts.net.
- This quotation is valid for a period of thirty (30) days. Pricing shown is FOB: Destination.
- Terms are: NET 30.
- This quotation does not include sales tax, as customer is tax-exempt.
- All equipment warranties, unless otherwise noted, are pass-through from their respective OEMs. JTS warrants it's workmanship for a period of one (1) calendar year from the date of installation completion.
- Travel expenses quoted (where applicable) must comply with the Texas State Travel Regulations, and Appendix A - Section 8, F of this Contract.
- A late fee on past due invoices will apply.
- Payments via credit card are subject to a 3% service fee.

Site Location:

Prather Tower
 844 County Road 257
 Stephenville, TX 76401
 32.191667, -98.252618

NOTES:

- 1) Unless otherwise agreed upon in writing, invoicing terms are as follows: 50% will be invoiced upon Purchase Order issuance; 35% will be invoiced upon completion of all Refurb Services, Civil Services, and Shipment of all Equipment. Final payment of 15% may be invoiced once Final Acceptance of the associated equipment/services/installation/deliverables has been approved/completed by the City and its Consultant. Final Inspection of associated equipment/services/installation/deliverables will be performed on the day of project completion. The day and estimated timing of project completion will be coordinated at least two weeks in advance with the Buyer so the Final Inspection can be properly coordinated with all pertinent Buyer representatives. After the Final Inspection is completed, the Buyer shall either issue Final Acceptance or report any deficiencies requiring correction. The deficiencies will be re-inspected by the Buyer after the corrective actions are completed which is anticipated to be either the same weekday as project completion or the following weekday. Interest will be charged at a rate of 1.5% per month on any outstanding past due balance.
- 2) Storage of equipment is provided at no cost for 60 days from the date of purchase, after which a storage charge of \$100/mo per item will be assessed to Buyer.
- 3) Buyer is responsible for any related building/electrical/mechanical/zoning permitting.
- 4) For all shipping and crane offload services performed by JTS: any cancellation of these services by the Buyer without a minimum

- 5-DAY NOTICE will incur a fee of 18% of the quoted shipping & offload prices.
- 5) JTS will execute this project with the assistance of our designated subcontractors - CellSite Solutions, LLC and Fortress Facilities.
- 6) Pricing is subject to availability of Equipment at the time of order.
- 7) Total price includes freight charges. However, due to the recent changes in the shipping industry, we cannot guarantee the shipping rates until 7 days prior to delivery. This number is budgetary, and additional charges may apply if shipping rates do change.
- 8) This quote assumes normal access to the Site. If the site is deemed difficult, then additional charges may apply.

Line #	Qty	Description	Total Price
1	1	SBAFL1009-0916-9641 (Refurbished CellXion/Sabre 09x16 Concrete Shelter, Serial # SNXNT2909641)	\$34,875.00
2		Shelter Includes: - Service Panel - Unit will be Inspected - Used Manual Disconnect - Unit will be Inspected - Inspection of all Wires & Outlets - Ladder Rack - wiped clean - Awning - Working Door Hardware & Pick Guard, Including 2 Keys - New Exterior Light - All Shipping Costs Included at this price	
3		Cleaning of Shelter will Include: - Cleaning of all Walls, and Ceiling - Cleaning of Floor - Rosen Paper will be laid down post-cleaning - Caulking all Exterior Seams - Capping all Entry Ports - Plugging any open holes larger than 2" in Diameter on Exterior - Clean & Zip-tie Interior Lights - Cleaning Interior HVAC Grilles - Cleaning Interior & Exterior of Service Panel, Disconnect, and Surge Suppression System. - Cleaning of all Conduit, and ensuring all conduit fittings are screwed into the Wall. - Inspection of all FRP, as well as, all Trim Strips to make sure all are present & uniformly applied. If FRP has any "cosmetic" defects then there may be a change order to the customer to replace. If FRP has any defects due to water leakage then JTS will cover the cost. - Inspecting Condition of Vinyl Floor Tiles - Extra Floor Tiles will be provided to Customer	
4	1	HVAC- 3-Ton	\$16,812.50
5		Two (2) New Bard 3-Ton Wall Mount HVAC Units w/Installation. Includes: - ComStat 3 Lead Lag Controller - 5kw Heat Strip - 1 Year Manufacturer Warranty	
6			
7	1	Refurbish Services	\$3,687.50
8		Install L3Harris Internal Grounding Halo	
9			
10	1	Full Exterior Return	\$3,562.50

Line #	Qty	Description	Total Price
11		Full Exterior Refurb. Includes:	
		- Concrete Sealant / Paint	
		- Trim Paint	
		- Awning Paint	
		- Door Paint	
		- Caulking of all Seams	
12			
13	1	Roof Coating	\$1,500.00
14		Elastomeric Roof Coating	
15			
16	1	Floor Overlay	\$3,875.00
17		Supply & Install New Industrial Type Electrostatically Grounded Floor Overlay	
18			
19			
20	1	Refurbish Services	\$8,235.63
		Interior electrical work per Harris specs:	
		- Provide and install (6) Quad 5-20R 120V receptacle with dedicated circuits from main panel (10) L5-20 120V Receptacle all with dedicated circuits from Main panel	
		- Provide (16) 120V Plugs for the customer to wire into equipment drops	
		- Provide and install (16) SQ D single-pole 120V QO breakers in the panel for receptacle circuits	
		- Provide and install all raceways , conduit and building wire for complete install per NEC	
		- Grounding of rack locations with drops per customer spec	
21			
22	1	Tie Down Plates	\$312.50
23			
24	1	Lifting Brackets	\$593.75
25		**NOTE**: Customer will receive a refund for the Lifting Brackets if they are returned to Cellsite Solutions within 30 days of Shelter Delivery. Return shipping of the brackets is the responsibility of the Buyer.	
26			
27	1	Crane Upload	\$1,187.50
28			
29			
30	1	Generator New Cummins 36KW LP Generator, Commercial/Industrial, single phase, 120/240V - Level 1 enclosure coolant heater, battery charger - 2 year bumper-to-bumper warranty. - Cummins 200 Amp Commercial Automatic Transfer Switch, - 200 AMP, Single Phase, 120/240V - Non Service Entrance Rated, Nema 3R. 2 year warranty - The Lead Time for the Generator is 40 Weeks - The Lead Time for the ATS is 16 Weeks - This price does not include LP tank, lines, fittings or installation	\$29,937.50
31			

Line #	Qty	Description	Total Price
32	1	Civil Work Services: Generator Install	\$31,731.25
33		<p>Installation of Concrete Generator Pad. Pad is based upon the size of the Generator:</p> <ul style="list-style-type: none"> ◦ Monolithic concrete pour with 4000 PSI rating at 28 days. ◦ 8" Thick ◦ #4 Rebar tied with 24" spacing, including horizontal reinforcement in the pad. ◦ 4" Vegetation & Soil removed under pad, and replaced with compacted stone. ◦ 10 mil Vapor Barrier placed under pad. ◦ Compacted stone under entire footing perimeter. ◦ Appropriate spacers to provide 3" concrete cover over all rebar. 	
34		<p>Install up to 20' of 2" conduit from Generator Pad to ATS for Generator Service Wires:</p> <ul style="list-style-type: none"> ◦ This includes up to 30' of 3/0 copper single phase conductors. 	
35		<p>Install up to 20' of 1" conduit from Generator Pad to ATS for Generator Aux Circuit:</p> <ul style="list-style-type: none"> ◦ This includes up to 30' of (5) #12 copper conductors for (2) dedicated circuits. 	
36		<p>Install up to 20' of 1" conduit from Generator Pad to ATS for Generator Control Wires.</p> <ul style="list-style-type: none"> ◦ This includes up to 30' of (2) CAT-5 or CAT-6 conductors. 	
37		<p>Install, connect, and complete Start-up of Generator.</p> <p>**This does not include Generator Fuel - this item is available for Quote upon Request.</p>	
38	1	Civil Work Services: Standard Foundation	\$23,468.75
39		<p>9'x16' Poured Shelter Foundation, Includes:</p> <ul style="list-style-type: none"> - Monolithic Concrete pour with 4000 PSI Rating at 28 days. - 8" Thick - Footing Per Local Frost Depth Requirements. - #4 Rebar tied with 24" spacing, including vertical & horizontal reinforcement in footings. - 10 mil Vapor Barrier placed under pad. - 4" Compacted Stone under entire footing perimeter. - Appropriate spacers to provide 3" concrete cover over all rebar. 	
40		Civil Work Services: Basic External Ground Ring	\$8,562.50
41	1	<p>(6) 5/8"x8' Copper Clad Steel Ground Rods driven under Foundation.</p> <p>Continuous #2 AWG solid tinned copper wire ring, bonded to Ground Rods by exothermic welds.</p> <p>#2 AWG solid tinned copper wire leads connected to Main Ground Ring by exothermic welds, left coiled above final grade for connections to Master Ground Bar, External Ground Bar, HVAC Units, and Site Fence. Additional Leads are available upon Customer Request.</p>	
42	1	Civil Work Services: Conduit Runs	\$31,562.50
		<p>- 100 feet of 2" Conduits available for power cables, fiber optic, or other telecommunications cables, generator service</p> <p>& monitoring cables, remote power outlets, remote low voltage cable for remote site access card, security camera,</p>	

Line #	Qty	Description	Total Price
43		alarming, etc.	
		- 24" minimum depth below grade.	
		- Buried Utility warning tape placed in trench 12" above conduit.	
		**Locatable wire for dielectric cables is available for Quote upon request.	
44	1	Civil Work Services	\$5,187.50
45		Equipment Charges	
46			
47	1	Civil Work Services	\$11,118.75
48		Site Restoration	
		NOTE: Permits will be handled by the customer	
49			
50	1	Civil Work Services	\$7,568.75
51		Deployment/Hotels/Per Diem	
52			
53	1	Civil Work Services	\$11,625.00
54		2nd Deployment to Tie in Building	
55			
56	1	Civil Work Services	\$23,206.25
57		Project Management Fee	
58			
59			
60	1	Crane Services	\$15,968.75
		Crane Offload of 9x16 Shelter	
		- Rate is based upon an (8) hour minimum per shift/day.	
		- Freight pricing if from portal to portal. Crane assembly & disassembly are charged at hourly rates. Overtime is applied after (8) hours, Monday - Friday and all hours on Saturday & Sunday. This quote, unless otherwise stated, does not include: Mats, Rigging, Cost Tracking, or Lift Plan.	
		- This quote is valid for (30) days, unless otherwise noted above. This bid is based upon information provided at this time, a detailed site visit will be required prior to mobilization. If customer does not provide site address (30) days prior to crane deployment then this quote is based on budgetary numbers, and may change due to site conditions once the crane is onsite.	
		- If recent weather makes the site harder to access with a crane, and customer insists on having the crane work completed, Customer understands that extra fees may apply for crane mats, or wrecker services - should the crane become stuck.	
		- Pricing is based on one continuous operation, with no delays outside of the crane companies control.	
		- The Customer is responsible for any, and all road preparation for on-site movements of the crane & transports.	
		- Due to the equipment quoted being heavier than average loads, JTS, Cellsite Solutions, and Big B. Crane Co. accept no responsibility and/or liability for damage to parking lots, roads, drives, and underground improvements & utilities.	
		- Required matting for site access, labor, and supervision to install, and remove matting is to be performed by Customer	
		- Pricing is subject to availability of Equipment at the time of order.	

61

Line #	Qty	Description	Total Price
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62	1	UPS Associated Electrical Work	\$7,508.44
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- 63 1. Install the L3Harris-provided UPS and associated equipment per Eaton Installation manuals. Labor and materials to install a two-pole 125-amp input circuit to the UPS and bypass panel. Furnish and install a 125-amp 24 circuit UPS output panel. Output circuits and outlets will be provided by Cellsite Solutions. Installation includes any paperwork and scheduling needed for Eaton to perform the startup as needed.
2. Price assumes the Bypass, UPS, all power and battery modules are on site inside the shelter prior to installation. Price assumes installation and assembly on one day, finishing install with start-up on the next day.
3. Be on site for the start-up. Test and verify power after the system is operational. Any cutovers affecting live equipment shall be done during a designated night or offbusiness work window if required by the customer.

Sub Total	\$282,087.82
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$282,087.82

Please contact me if I can be of further assistance.

JTS - STANDARD TERMS & CONDITIONS

1. ACCEPTANCE:

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein. Where a conflict in terms & conditions exists, the Texas Department of Information Resources (DIR) Contract Terms & Conditions (Appendix A) shall override these.

2. TERMS:

- Net 30 days from date of invoice or as specified in proposal.
- Material cost is to be paid before any equipment is ordered.
- Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly.
- Final invoice to be issued upon completion of installation. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

3. PROGRESSIVE BILLING

On larger projects over \$50,000 we will adhere to progressive billing and will be set on a site by site bases and the invoices will be sent as milestones are met.

4. TAXES:

DIR customers are exempt from sales taxes. Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer except where exempt.

5. CONTRACT CANCELLATION:

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installation, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

6. CHANGE ORDERS:

Any change to the agreed to scope of Work will result in a Change Order. All Change Orders will be formally presented to the customer for approval before moving forward with the Change Order. The Change Order will outline in detail the new Scope of Work and the costs affected by the new Scope of Work.

7. DELAYS:

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

8. DELIVERY:

- All prices are F.O.B. (freight on board) destination.
- Buyer will not be billed for freight charges.
- JTS' responsibility ceases upon confirmed shipment/receipt of materials by receiver.
- JTS does not accept responsibility for damages or shortages which occur during transit.
- JTS will not accept responsibility once shipment is received and is damaged.
- JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier upon arrival.
- Damaged shipment must be documented with photographs.
- Receiver is granted to accept part of the order that is NOT damaged and deny the damaged.
- All delivery times given by JTS are approximate dates and times only, unless specifically agreed to by JTS. JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

9. RETURNED PRODUCTS:

Prior written authorization from JTS is required for all returned products. When a return is authorized, it must be received within 30 days after shipment is received, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products returned to JTS will be scrapped and no credit will be given.

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes and equipment turn around during construction. Unless otherwise stated in [TS] proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.L.A. Specification, responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduits.

a. Normal Soil Conditions and Excavation Soil Analysis Required. After review of the soils report, if caissons or any form of bed rock excavation or blasting is required, this will result in changes to the foundation quotation.

b. Survey of proposed site required before installation of foundations.

c. It is assumed that the site is leveled and in the case that it is not, it will need to be re-engineered.

d. If actual site conditions are different from what was originally provided by customer outside of industry standards it may result in a change order.

e. Any customer work directive received during adverse weather conditions such as rain, snow, or ice will be subject to an additional cost not to exceed \$1,500 per day or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and re-mobilize the crew.

f. If any unsafe acts performed on site in [TS] presence will be liable for work being ceased with possible change order not to exceed \$3000 per day.

g. If any unsafe acts and/or unsafe conditions found on site, the customer will be liable for work being ceased with possible change order not to exceed \$3000 per day.

Proposal prices does not include the following, unless specifically stated otherwise:

- a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation.
- b. Hauling in backfill.
- c. Site clearing of any nature.
- d. Restoration of any landscaping, fencing, crops or other improvements.
- e. Permits, fees or licenses of any nature.
- f. Rain, snow or ice weather conditions during installations of foundations or tower erections.
- g. Union Labor.
- h. Standby time while waiting for Buyer deliveries and delays during construction or inspections, as well as, delays in site access.
- i. Engineering certifications, special insurance coverage (other than standard liability and workers' comp.) or any type of bond, or related bond fees.
- j. Delivery of equipment to sites (unless specified in proposal)
- k. Concrete coring, x-raying, scanning, penetrating radar or repairs.
- l. Conduit runs, (unless specified in sales proposal)
- m. Extra work beyond the scope of sales proposal.
- n. Training related to special site or land/ord circumstances, or special clothing or related monitoring equipment. Inclusion of any of the above constitutes a change order which shall be invoiced as an extra cost to Buyer.

14. EXCLUSIONS FROM PROPOSAL PRICE:

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes and equipment turn around during construction. Unless otherwise stated in [TS] proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.L.A. Specification, responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduits.

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d. If actual site conditions are different from what was originally provided by customer outside of industry standards it may result in a change order.

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f. If any unsafe acts performed on site in [TS] presence will be liable for work being ceased with possible change order not to exceed \$3000 per day.

g. If any unsafe acts and/or unsafe conditions found on site, the customer will be liable for work being ceased with possible change order not to exceed \$3000 per day.

13. SITE/JOB CONDITIONS:

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes and equipment turn around during construction. Unless otherwise stated in [TS] proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.L.A. Specification, responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduits.

12. ASSIGNMENT:

[TS] reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Buyer. Any such transfer does not relieve [TS] from order/contract obligation to Buyer.

a. Sale of Materials: [TS] passes through all manufacturer warranty to Buyer, that the products re-sold by [TS] will be free from defects of material and workmanship for the period specified by that particular manufacturer. Products fabricated by [TS] will be free from defects of material and workmanship for a period of one (1) year from date of shipment. [TS] sole obligation under these warranties will be limited, at [TS] option and expense, to either repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which [TS] determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of [TS]. [TS] expressly provides that it is not responsible for labor costs involved in the re-installation of such products or parts. [TS] does not warrant any material, product or labor not contracted for, manufactured or furnished by Seller. This warranty shall be effective only if Buyer installs all materials according to [TS] recommendations and specifications and that Buyer, during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL [TS] BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL [TS] LIABILITY OR ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. Any action of warranty must be commenced within one year after the cause of action accrues.

b. Sale of Labor: In addition to the above warranty on materials, construction and installation labor through [TS] employees and subcontractors, [TS] agrees to correct all construction and installations performed under this Agreement which proves to be defective in workmanship within a period of one (1) year from the date of substantial completion of the construction or installation project.

11. WARRANTY:

Buyer shall protect, defend and indemnify [TS] and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Buyer's negligence, willful misconduct or omissions which impose upon Buyer strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of [TS] and Buyer each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

10. INDEMNIFICATION:

15. STORAGE: JTS reserves the right to apply storage charges of three-hundred and fifty dollars (\$350.00) per month for structures/equipment kept in our yard/warehouse beginning 60 days after original ship date.

16. STILL PHOTOGRAPHY:

VIDEO: JTS at all times reserves the right to take pictures or video of any or all of its products and services after installation for documentation or advertising purposes, except those which are under classified government control and agreed to in writing by JTS.

17. GOVERNING LAW:

Contracts formed as a result of this proposal and the performance thereof shall be governed by principles of contract law under the laws of the State of Texas. Jurisdiction to resolve any dispute arising hereunder is agreed to be the District Court of the State of Texas.

18. ENTIRE AGREEMENT:

These terms and conditions are solely for the benefit of JTS and Buyer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.