

South Dakota

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2300 S. Dakota Ave Sioux Falls, SD 57105

1104 6th Street Sioux City, IA 51101 4611 S. 96th St. #166 Omaha, NE 68127

(800) 303-1709 • midwestalarm.com • sales@midwestalarm.com

· Access Control · Audio Systems · Fire Alarms · Intercoms · Security Systems · Surveillance Systems · Smart Home Systems The Region's Only 24 Hour U.L. Listed Monitoring Center

CUSTOMER QUOTATION NO. 6940

WOODBURY CTY EMERGENCY MGMT 121 DEER RUN TRAIL **CLIMBING HILL IA 51015 USA**

Date:

12/06/2018

Quote No:

6940

Site:

Woodbury Cty Emergency

Services

Site Address:

121 Deer Run Trail

Climbing Hill IA

Salesperson: Adam Petty

Valid For:

30 Day(s)

Re: Woodbury Cty Emergency Services

Upgrade the fire detection equipment at Climbing Hill Office.

Instal New Wireless Sincronized Smoke Detectors with built in Sounders in the following areas totaling 11 devices

The Training Room, 2 in the Main Floor Hallway, Day Room, Class Room, lower storage room, main floor office, lower level hallway, back up dispatch, second floor landing, third floor landing.

Install new wireless heat detectors in the following areas totaling 8 devices.

4 in the gym, 2 on the stage, boiler room, and kitchen.

Install a CO2 detector in the boiler room.

Install a Combustible Gas detector in the boiler room.

Fire Device Replacement

Security Installation

Item	Quantity	Unit Price	Total
WIRELESS REPEATER	1.00	\$225.00	\$225.00
WLS HIGH POWER RCVR FOR XR100&XR500 SERIES PANELS	1.00	\$140.00	\$140.00
SMART WIRELESS SMOKE DETECTOR W/ SYNC SOUNDER	11.00	\$105.00	\$1,155.00
WIRELESS HEAT DETECTOR FIXED	8.00	\$70.00	\$560.00
WIRELESS CO DETECTOR	1.00	\$120.00	\$120.00
Low Voltage Combustible Gas Detector for LP or Natural Gas	1.00	\$165.00	\$165.00
WIRE 22-4 PLENUM	850.00	\$0.28	\$238.00
Misc Hardware	27.00	\$1.00	\$27.00
SHIPPING	35.00	\$1.00	\$35.00
S. Technician Labor			\$360.00
Technician Labor			\$2,700.00



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Security Installation

ltem	Quantity
Sub-Total ex Tax	\$5,725.00
Tax	\$0.00
Total inc Tax	\$5,725.00



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Nebraska

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Omaha, NE 68127

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ACCEPTANCE OF QUOTATION NO. 6940

WOODBURY CTY EMERGENCY MGMT 121 DEER RUN TRAIL **CLIMBING HILL IA 51015** USA

Date: 09/05/2019 Quote No: 6940

Site: WOODBURY COUNTY

EMERGENCY SERVICES Site Address: 121 Deer Run Trail

Climbing Hill IA 51015

Salesperson: Adam Petty Valid For: 30 Day(s)

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed:	for WOODBURY CTY EMERGENCY MGMT
Name: Keith Radig	Date: 9/17/19
Purchase Order No.:	
Purchase Order Value:	

24-Hour Monitoring at Midwest Alarm Company's UL listed Central Station:

See the attached monitoring contract



CUSTOMER AGREES TO THE TERMS AND CONDITIONS BELOW:

MIDWEST ALARM COMPANY, INC.

PHONE (800) 303-1709 SALES@MIDWESTALARM.COM

STANDARD TERMS AND CONDITIONS OF SALE

- 1. GENERAL. The sale of the materials, services and equipment depicted on the Purchase Order to which this document makes reference are sold by Midwest Alarm Company, Inc. (hereinafter referred to as MAC) upon the following terms and conditions of sale. Such terms and conditions are made an integral part of the sales transaction with the customer ('Customer') in the same manner as if they were fully set forth in the Purchase Order. This document, together with the applicable Purchase Order of MAC, shall constitute the complete sales contract between MAC and Customer. Any attempt to change Such contract by oral representations or agreements, course of dealing, documentation or amendments to the Purchase Order are hereby rendered void and of no legal effect. Customer acknowledges that this document was received in advance of its purchase order.
- 2. Credit Approval Acceptance. All purchase orders are subject to credit approval and acceptance by MAC.
- 3. Cancellations & Postponements. Purchase orders which have been Accepted by Customer and MAC may be canceled by the Customer by written notice dated no later than ten (10) days following the date of such Acceptance, without the consent of MAC. Thereafter, such cancellation will not be allowed except by MAC's written consent.
- 4. Prices & Terms. Prices quoted are binding on MAC for thirty (30) days from date of quotation; thereafter they are subject to change.
- 5. <u>Taxes</u>. Prices quoted exclude sales, use, excise or other taxes. Any such taxes required to be imposed by local, slate or federal taxing authorities shall be added to all quoted prices in all cases except where Customer provides an appropriate tax exemption certificate. Customer shall be ultimately responsible for payment of all applicable taxes, irrespective of whether same are included in MAC's invoice or not.
- 6. <u>Terms of Payment/Security</u>. All invoices are payable to MAC at 2300 South Dakota Avenue, Sioux Falls, South Dakota, 57105, within thirty (30) days from the date of the invoice, unless otherwise specified on the face hereof. Amounts not timely paid shall accrue interest at the lesser of eighteen percent (18%) per annum. If, in the reasonable opinion of MAC, performance of the payment terms by the Customer becomes insecure, MAC may demand accelerated payment or withhold shipment of the goods ordered until full payment is made, or demand reasonable security prior to shipment. Customer grants to MAC as security interest in all products sold hereunder, which shall remain in effect until the full purchase price for such products is paid. For such purpose, this document may be filed as a financing statement.
- 7. Delivery & Acceptance. Customer agrees to pay all shipping charges.
- 8. Return For Credit Unused Merchandise. At its option MAC will accept returns for credit of only unused product in original packages and in condition that could be sold as new providing the item was purchased no more than 30 days prior to the date of the return. A twenty-five (25) percent restocking charge will apply on return of material purchased no more than 30 days prior. Material shipped COD which is returned as 'Refused' by the Customer will be subject to a twenty-five (25) percent restocking charge. Special order items are not refundable.

9. Warranty & Limitations of Liability.

Products. MAC warrants it's installations to be free of defects in workmanship when used under normal use and service and in the manner specified by MAC for a period of one year from date of shipment to the Customer (termed the "Warranty Period"). Any claims for defective products hereunder shall be made in writing reasonably promptly upon delivery, but in any event within the Warranty Period. MAC honors the factory warranty of all products it sells.

Notice. Customer shall give prompt notice to MAC of defects, which it claims are covered by the warranty.

Limitations & Exclusions. Expendable items, such as fuses, batteries and the like, are excluded from coverage under this warranty. Further, MAC shall not be responsible for remedying defects caused by use of expendable items, replace parts, repairs, alterations, modifications or changes made by non-MAC or non-MAC authorized personnel. MAC shall not be responsible for damage or defects caused by operation or maintenance..

Remedy. Customer's sole and exclusive remedy under this warranty shall be the repair or the replacement of the affected product(s), or refund of the purchase price of such product(s), at the sole option of MAC. After concluding the claim, MAC shall be entitled to the return of the defective product..

- 10. <u>Limited Software Warranty</u>. All computer software sold by MAC shall be covered solely by written warranties, if any, set forth in the license agreement governing the use of the software. This is true whether such software is sold separately, or as part of a system or in conjunction with machinery or equipment.
- 11. <u>Force Majeure</u>. MAC is absolved of any liability for losses, delays or non- delivery of products, or other failure to perform hereunder, resulting partially or totally from causes beyond its control. Such causes shall include strikes, labor disputes, unavailability of materials or transportation, acts of God, war, riot, natural disasters, or acts of Customer or its agent(s).
- 12. Notice. All notices required or permitted to be given hereunder shall be in writing, and may be delivered by personal or courier receipted delivery, facsimile transmission, or certified with, return receipt requested. Delivery shall be complete on the date of receipt by the addressee at the address shown on the front of this order acknowledgement.
- 13. Governing Law. This agreement shall be governed by Iowa law. This agreement is performable in the City of Sioux City, Woodbury County, Iowa and venue of any judicial proceeding pertaining to this agreement shall be in such county.