

VENDOR CONTRACT

Between DFW Communications Inc. and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
Emergency Responder Supplies and Equipment
3032615

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

RFP- Emergency Responder Supplies and Equipment – Due February 12, 2015 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract #02-032615 on PO.
- Email PO as a PDF attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the sealed Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of the TIPS contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The member having approved and signed an Interlocal agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation

and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders **must be emailed** to **tipspo@tips-usa.com**. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

Vendor Profile

1.1. Disadvantaged/Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that their firm is a HUB and/or D/M/WBE Yes No
(Vendor must fill out MWBE form: http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf
And include the form in Section 7 (Certificates)

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder. Yes No

Vendor's principal place of business is in the city of Arlington State of Texas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
 Is not owned or operated by anyone who has been convicted of a felony.
 Is owned or operated by the following individual(s) who has/have been convicted of a felony:
If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

- 1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No
If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.
- 1.4.2. Pricing submitted includes the 2% TIPS participation fee. Yes No
- 1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee. Yes No
- 1.4.4. Additional discounts to TIPS members for bulk quantities or scope of work? Yes No

1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is 5 to 45 working days.

1.5.2. Which description best describes your company's position in the distribution channel?

- | | |
|--|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input checked="" type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing thru reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other _____ |

1.5.3. Company experience in this category. 3 Years

The Vendor can provide services and/or products to all 50 US States? Yes No
If answer is no, please list which states can be served Alaska and Hawaii will receive same pricing structure, but will be charged additional shipping charges as required to get them the product

1.5.4. Provisions for purchase with federal funds for contracts exceeding \$100,000. These forms are for non-construction contracts. Fill out the following forms and include in the Section 7 (Certificates) of your proposal:
[http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_\\$100K_non-construction.pdf](http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_$100K_non-construction.pdf)
http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.
 Month(s); or 1 Year(s); or Term of Contract

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

DFW Communications Inc. is a full service wireless communications, emergency vehicle lighting and emergency vehicle up-fit provider offering some of the most advanced products available today. DFW Communications sales and services Whelen Engineering lighting, Havis Shield vehicle equipment, Progard vehicle equipment, Gamber Johnson vehicle mounts, Streamlight Flashlights, Motorola Solutions products and many more. DFW Communications is your source for emergency vehicle and communications needs.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS

CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: Brian Sells
Title: Account Manager
Email: bsells@dfwcomm.com
Phone: (877) 730-4339
Fax: (855) 730-4339
Mobile: (817) 505-8292

Secondary Contact:

Name: Jason Fillebrown
Title: Area Sales Manager
Email: jfillebrown@dfwcomm.com
Phone: (877) 730-4339
Fax: (855) 730-4339
Mobile: (972) 743-5880

Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person: Shena Mote
Email: smote@dfwcomm.com
Telephone: (877) 730-4339

WORDS FOR “SEARCH ENGINE” - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** Words to be included in the Search Engine for my Company (Limit 500 words): emergency vehicle products, spot light

Whelen, red, blue, amber, lightbar, lightbars, lighthouse, lighthouses, strobe, strobes, led, led lighting,
emergency lighting, siren speaker, traffic advisor, led lights, patrol, emergency, beacon, beacons, safety
lights, siren, speaker, speakers, dash, deck, visor, avenger, legacy, liberty, inner edge, outer edge,
wecan, cencom, ion, dominator, traffic advisors, dominator plus, flatliner, light bar, light bars, light
heads, light head, micron, lin, tir, pioneer, flood, spot, duo, trio, mirror beam, sidekick, vertex, howler
responder, streamlight, flashlight, strion, stinger, scorpion, illumination, protac, bright, tahoe
interceptor, charger, impala, ford, chevy, Chevrolet, caprice, f150, sedan, utility, suv, suburban, dodge,
ram, cargo, organizer, organizers, gun, gun racks, gun rack, safestop, prisoner, partition, barrier, express,
van, pro-cell, push bumper, trunk, havis, havis shield, gamber, gamber Johnson, console, mounting base,
computer, computer mount, laptop dock, tablet, arm rest, cup holder, radio, switches, k9, interior,
lighter plate, mic, mic clip, gmc, 2way, fire, police, security, construction, chargeguard, door panel
transport, console package, driver, passenger, pro gard, progard, pro-gard, consoles, traffic, sheriff

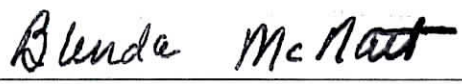

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name	DFW Communications Inc
Mailing Address	501 Duncan Perry RD
City/State/Zip	Arlington, Texas 76011
Telephone No.	(877) 730-4339
Fax No.	(855) 730-4339
E-mail address	sales@dfwcomm.com
Authorized signature	
Printed name	Mike Fordinal
Position with company	President
Purchase Order Contact Person	Name: Brian Sells
(This person is responsible for receiving	Email: bsells@dfwcomm.com
Purchase Orders from TIPS)	Phone: (877) 730-4339
Company Website	www.dfwcomm.com

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.


TIPS Authorized Signature

Approved by Region VIII ESC

3-26-15
Date
3-26-15
Date

501 Duncan Perry Road
Arlington, Texas 76011
877-730-4339 Office
855-730-4339 Fax

Freight

Due to varying sizes and weights of the products offered an additional freight charge could be added to any and all orders.

DFW
COMMUNICATIONS



REFERENCES

Dallas ISD
3700 Ross Ave.
Dallas, TX 75204
John Blythe
972-925-4129

City of Frisco Police Department
7200 Stonebrook Parkway
Frisco, TX 75034
Barry Turner
972-292-6142

City of Bullard Police Department
114 S. Phillips St
Bullard, TX 75757
Jeff Bragg
903-894-7788

Denton County Sheriff's Department
127 N. Woodrow Lane
Denton, TX 76206
George Foster
940-349-1621

WHELEN® USER DIRECT WARRANTY (FOR AUTOMOTIVE PRODUCTS ONLY)

Whelen Engineering Company, Inc. warrants products of its manufacture against defects in material and workmanship. This is provided that the product has been installed and operated in accordance with the manufacturer's recommendations. During the warranty period (see below) the Factory Repair Center or an Authorized Whelen Repair Center† will repair or replace (at its option) any parts or electronic assemblies of the unit which disclose a defect in material or workmanship. The Repair Center will return the repaired unit, transportation cost prepaid.

The above warranty is between the first purchaser (ultimate user) only and Whelen Engineering Company, Inc. (manufacturer). **No prior authorization is required for returning Whelen products for warranty consideration.** Each Whelen product sold is covered only by the official warranty in effect at time of purchase.

*This warranty is not applicable to any Whelen product that has failed from damage as a result of incompatible chemicals (including de-icing or road treatment), cleaning products or due to abuse, misuse, improper installation, excessive voltages, or alterations to the product that affects, in the manufacturer's judgment, intended use and service. Whelen will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or re-installation of products requiring service and/or repair; nor the packaging, handling, and shipping to the Factory Repair Center or Authorized Whelen Repair Center†; nor for the handling of products returned from the repair center after service or repair.

There are no other warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use. Whelen Engineering Company, Inc. reserves the right to modify this warranty statement at any time; or discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice.

The use of magnetic or vacuum/suction mounted warning lights mounted on the roof or exterior of a vehicle in motion is at the sole discretion and risk of the user. Whelen Engineering makes no warranties or guarantees of equipment used in this way.

All power plugs/cigar plugs, incandescent and halogen bulbs, polycarbonate/plastic materials, radar products, aviation equipment, industrial products and high power voice/siren systems are not covered by this warranty (see applicable warranty statement).

All Non-Whelen manufactured items that are sold by Whelen are covered by that manufacturer's warranty, and are excluded from this warranty statement (such as, GTT Emitters). This warranty will be void when using or substituting other than all-genuine Whelen system components, such as remote head assemblies, xenon flash tubes, shielded cables, strobe power supplies, siren amplifiers and siren speakers. This warranty gives you specific rights, and you may also have other rights which vary from state to state.

WHELEN ENGINEERING COMPANY ELECTRO-MECHANICAL AND STROBE PRODUCTS STANDARD / 2 YEAR WARRANTY

Whelen products are covered by a direct warranty for up to a maximum two years from date of purchase (not to exceed three years from date of manufacture), with proof of purchase. In accordance with the policy statement described herein, the unit may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration. Whelen siren speakers, when used with a Whelen siren amplifier, are covered by a 2 year warranty from the date of manufacture. Heavy-Duty motor assemblies (so marked) are covered by a direct warranty for up to three years from date of manufacture. For warranty consideration, both the siren speakers and motor assemblies are subject to the conditions and steps described herein.

HDP® / 5 YEAR WARRANTY

Whelen Automotive Non-Lightbar Strobe Power Supplies, LED Ballasts and LED Products bearing the official HDP label and manufactured to HDP standards, are covered by a direct warranty for up to five years from date of manufacture. In accordance with the policy statement described herein, the unit may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration.



12 MONTH WARRANTY — BACK-UP ALARMS

Whelen Back-Up Alarms are covered by a 12 month warranty and are subject to the conditions and steps described herein.

10 YEAR LIMITED WARRANTY — LIGHTBAR POWER SUPPLY

*All repairable warranty and non-warranty Edge® style lightbar strobe power supplies will be replaced with a compatible new power supply. If out of initial warranty period but less than 10 years old, the charge will be a flat fee of \$200.00 (warranty for standard power supply is 2 years and HDP® Heavy-Duty Professional power supply is 5 years). This is subject to the conditions and steps described herein.

12 AND 24 MONTH DIRECT WARRANTY — XENON FLASH TUBES

(Except Flash Tubes from 1000/1500/2000/3000 & VP Series which are covered by a 6 Month Warranty)

If the xenon flash tube component of a "Whelen" brand (not from 1000/1500/2000/3000 or VP Series) product is returned to Whelen within 12 months of the date which is affixed to the flash tube, Whelen will replace that flash tube free of charge ONE TIME ONLY, subject to the conditions and steps herein. Whelen "Gold Medallion" flash tubes including all linear flash tube assemblies, carry a 24 month warranty. Whelen will pay ground transportation from Whelen's factory or Authorized Whelen Repair Center† to the customer via UPS where available (in the Continental U.S.).

12 MONTH EXTENDED WARRANTY — WHELEN REPAIRED STROBE POWER SUPPLIES

Whelen offers to repair or replace, free of charge, any part of its strobe light power supplies that have been repaired by Whelen within 12 months and are less than 5 years old, subject to the conditions and steps herein. Whelen will pay ground transportation from Whelen's factory or Authorized Whelen Repair Center† to the customer via UPS where available (in the Continental U.S.).

WHELEN ENGINEERING COMPANY OUT-OF-WARRANTY FACTORY REPAIR PROGRAM:

* If found to be repairable, the Whelen Factory Repair Center (only) will repair Non-Lightbar Electronic Strobe Power Supplies for \$110 each. This does not include replacement of any other electro-mechanical parts including flash tubes, polycarbonate domes, motors, or hardware items.

* Follow the "Steps To Be Taken For Return" noted below, and include a check or money order for \$110 for each unit returned. For Whelen products older than 10 years, repair charges will be determined upon examination only (minimum charge is \$200). Contact factory service center for further details.

STEPS TO BE TAKEN FOR WARRANTY RETURN:

- 1) Whelen products are to be returned **freight prepaid** to the: Whelen Factory Repair Center Building B, 51 Winthrop Road, Chester, CT 06412-0684; or an Authorized Whelen Repair Center†. Do not ship by bus.
- 2) A copy of the sales receipt must be returned with the defective unit to qualify for warranty coverage from date of purchase.
- 3) Include a short statement explaining the problem.
- 4) Include your name, address, and day-time telephone number.
- 5) Whelen and its Authorized Repair Centers will, via UPS, ship back the repaired unit **freight prepaid**, usually within a few days after its receipt.

WHELEN®

ENGINEERING COMPANY, INC.

51 Winthrop Road
Chester, CT 06412-0684
Phone: (860) 526-9504
Fax: (860) 526-4078
www.whelen.com

— EFFECTIVE 07/01/14, REPLACES ALL PREVIOUSLY PUBLISHED SERVICE POLICIES —

† The only AUTHORIZED WHELEN REPAIR CENTER(S) are predetermined by the Whelen Factory via official listing obtained from Whelen Engineering Company, Chester, CT.

* New/Revised

10250Z-070114

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STANDARD LIMITED WARRANTY

1. THE WARRANTY

Havis, Inc. ("Havis") warrants to purchaser ("Customer") that all products sold to Customer that have been manufactured by Havis ("Products") and all accessories to such Products manufactured by Havis ("Accessories") will be free from defects in material and workmanship under normal use and service. Items not covered include damage from intentional acts, fire, acts of God (hurricanes, etc.) loss, theft, cosmetic wear not affecting functionality, and modification by anyone other than an authorized Havis representative. This warranty does not guarantee forward compatibility for any Havis product sold. The above is subject to the terms and conditions set out below (this Warranty is hereinafter described as the "Warranty"). For all other products and components supplied and/or distributed by Havis ("Components"), Havis will pass through all applicable warranties directly to Customer whenever the manufacturer of such Components permits. Havis provides no direct Warranty with respect to Components.

2. LENGTH OF WARRANTY

Havis will be obligated to honor the Warranty only if Customer informs Havis of Customer's problem with the Products or Accessories during the ("TERM") of the Warranty. The Warranty is valid for the TERM and the TERM is dependent on the product category as defined below. Warranty start date is determined from the date of shipment of Products and Accessories from Havis to Customer. Product TERM Lengths are as follows:

- **Mounting Solutions – Lifetime.** Havis Mounting Solution Products (items that do not contain electrical components/boards) are warranted against defects in materials and workmanship for the life of the mounting product. Havis's Lifetime Warranty covers the mount or its components only. The mounted device (i.e. Docking Station, Universal Laptop Mount Tray, ChargeGuard® Auto Shut-off Timer, Rugged Communications Hub & IdleRight® Fuel Management System) is not covered under the Lifetime Warranty. The Mounting Products will not be replaced if damaged due to improper installation.
- **Computing Solutions – 3 Years** (docking stations, universal laptop mounts, expansion hubs)
- **Power Management Solutions – 3 years** (ChargeGuard® Auto Shut-off Timer, IdleRight® Fuel Management System)
- **Transport Solutions – 3 years** (Prisoner and K-9 transport)
- **Integrated Control System – 3 Years**

3. SOLE REMEDY

Havis's sole liability for any breach of the Warranty will be to: (I) replace or repair any defective and/or non-functioning portion of the Products or Accessories; or (II) if in Havis's sole discretion the above remedy is impractical, to refund the fees paid for the defective products or accessories. Prior to receiving a replacement or refund of any products or accessories, customer must return to Havis the defective products or accessories.

4. WARRANTY DISCLAIMERS

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES MADE BY HAVIS, THE PRODUCTS, ACCESSORIES AND COMPONENTS ARE PROVIDED STRICTLY "AS IS," AND HAVIS MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PRODUCTS, ACCESSORIES AND COMPONENTS PROVIDED HEREUNDER.



IN PARTICULAR, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

5. TERMS AND CONDITIONS

Damage due to abuse, accident, mishandling, misuse, modification, or misapplication, cancels all of Havis's obligations under the Warranty. Repair of any Product or Accessory by any party other than Havis will invalidate the Warranty.

6. SHIPPING REQUIREMENTS

Upon notifying Havis of a Warranty related claim, Havis will, if appropriate, provide a return material authorization number ("RMA"), for the return of the Product and/or Accessories. If supplied to Customer, Customer will complete the RMA and return it to Havis along with the defective Product or Accessory, transportation and insurance costs prepaid, to Havis at the address noted below. Havis is not responsible for loss or damage, which may occur in transit. Havis will ship the repaired or replaced products and/or Accessories to the source by UPS Ground unless the customer provides additional payment to offset express shipment charges.. All Products and Accessories must be shipped in their original shipping containers or other solid and durable shipping container. Failure to return the defective Product or Accessory to Havis or to otherwise follow these procedures will invalidate the Warranty.

7. ADDITIONAL TERMS

(i) The agents, dealers and employees of Havis are not authorized to make modifications to this Warranty, or additional warranties binding on Havis about or for Products, Accessories or Components. Additional statements, whether oral or written, except signed written statements from an officer of Havis, do not constitute warranties and should not be relied upon.

(ii) Regardless of any other agreement between the Customer and Havis this Havis Limited Warranty will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

(iii) This Havis Limited Warranty constitutes the entire understanding between the parties with respect to the subject matter discussed herein and supersedes any prior discussions, negotiations, agreements and understandings.

(iv) No assignment of the Warranty or of any right or obligation under the Warranty will be made by Customer without the prior consent of Havis. Any assignment of the Warranty without such permission will invalidate the Warranty. Failure to provide proof of purchase to Havis upon request will invalidate the Warranty.



8. COMPANY INFORMATION AND RETURN INFORMATION

All returns for warranty service and concerns, regarding this warranty or otherwise, should be made to:

Mounting, Docking, Power Management:

Attention: RMA Coordinator

Havis, Inc.

47801 Anchor Court

Plymouth, MI 48170

Phone: (734) 656-4100

Consoles & Transport

Attention: RMA Coordinator

Havis, Inc.

75 Jacksonville Rd.

Warminster, PA 18974

Phone: (215) 957-0720