

Tarrant County, Texas - Terms and Conditions of Sale



1. (a) SECURITY AGREEMENT AND FINANCING STATEMENT. Customer hereby grants to ODSNA a security interest and lien in all the **EQUIPMENT** covered by this Quotation as set forth on the other side hereof, to secure ODSNA for the payment of any monies for the purchase of such Equipment. In this regard, the Customer is the debtor and ODSNA is the secured party. The mailing address of the parties is as stated on the face sheet hereof. The address of the debtor is under the column "Customer".

1. (b) PAYMENT ARRANGEMENTS, AND RIGHTS OF OWNERSHIP. Customer shall pay ODSNA the standard deposit (30%) or other amount required to be paid upon acceptance of the Quotation and the balance of any such cash payments, plus all other additional amounts due hereunder, immediately upon installation of the Equipment or as agreed by ODSNA. Customer shall, as ODSNA may from time to time reasonably request, deliver such promissory notes, security agreements, financing statements, leases and rental agreements covering the Equipment required by ODSNA to evidence and secure Customer's obligations. **REGARDLESS OF WHEN OR WHERE DELIVERY TAKES PLACE, TITLE TO SAID PROPERTY SHALL NOT PASS UNTIL THE PURCHASE PRICE HAS BEEN FULLY PAID IN CASH TO ODSNA.** The same shall remain personal property until all payments, including deferred payments whether evidenced by notes or otherwise, shall have been made in full in cash.

2. INSTALLATION AND SITE PREPARATION

2. (a) BY ODSNA. ODSNA shall during regular working hours make diligent efforts to install the Equipment and connect it to safety switches and power outlets provided by the Customer. If the Quotation provides that connection to existing utilities is to be performed by ODSNA, quoted prices include the normal cost thereof but any unusual costs resulting from the condition of the premises or the condition or location of utilities as well as any overtime by ODSNA employees required or requested by Customer shall be paid by Customer.

2. (b) BY CUSTOMER OR OTHERS AND EFFECT OF UNION REQUIREMENTS. Unless otherwise specified in writing, ODSNA will deliver the Equipment and will connect the same to safety switches or power outlets to be provided and installed by the Customer before scheduled or approximate delivery date. If for any reason such electrical connections are made by other than ODSNA's own employees, any additional charge for the cost of such outside labor must be borne by Customer. Proper electrical current for operation of the Equipment will be brought to the safety switches and outlets by Customer and the Customer will supply all of the necessary conduits, wiring, Unistrut steel or similar support in the ceiling, plumbing, carpentry, construction work and rigging and all other installation accessories which may be required for making the installation.

If any certificates or other approvals of any government authority are required to be obtained for the installation, the same shall be procured by Customer at Customer's expense before the scheduled or approximate delivery date.

2. (c) CONDITION OF PREMISES. Customer shall provide free access to the installation site and suitable and safe space thereon for storage of the Equipment before installation. ODSNA assumes no responsibility for the fitness or adequacy of the premises in which the Equipment is to be installed, used or stored.

3. (a) PRODUCT WARRANTY - TERM. ODSNA warrants only to Customer for a period of 5 (five) years from the date of delivery when installation is made by ODSNA that the Equipment manufactured by it shall be free from defects in material and workmanship under normal use and service and fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. ODSNA's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect, which is reported to ODSNA during the warranty period, and which ODSNA determines in the exercise of reasonable judgment impairs the

ordinary use of the Equipment. ODSNA's warranties and its obligation hereunder shall terminate without notice to Customer if Equipment is subjected to misuse or alteration or is repaired by other than an ODSNA representative which, within ODSNA's judgment alone, shall result in an adverse effect, including effects upon performance or reliability, upon the Equipment.

3. (b) WARRANTY SERVICE. Warranty service shall only apply to replacement of Warranty parts (See exclusions in subsection 4. (d)). When Customer calls for warranty service prior to twelve-noon, ODSNA will attempt to reply to such service requests within the normal work-day. No charges will be made to Customer for completion of such work. When Customer calls after twelve noon and demands same day service, such service will be rendered, if possible within normal working hours. If it is not possible to accomplish such work within normal working hours, then such service will be rendered the following day.

3. (c) CUSTOMER RESPONSIBILITIES. ODSNA's warranties and its obligations hereunder shall terminate without notice to Customer unless Customer or user (i) maintains the site and environment (including temperature and humidity control), incoming power quality, and fire protection in a condition suitable for operation of the Equipment. (ii) notifies ODSNA as soon as any unusual operating peculiarity appears; (iii) operates the Equipment in a safe and competent manner in strict compliance with established safety operating procedures; (iv) regularly and properly services and maintains the Equipment. It is the responsibility of the Customer to verify upon delivery and installation of the equipment its specifications and affirm the equipment received, installed and put to use is as stated in ODSNA's response to RFP 2019-163 Purchase of Body Scanner.

3. (d) LIMITATION OF LIABILITY - EXCLUSION OF IMPLIED WARRANTIES. THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF ODSNA WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. ODSNA NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. This warranty we provide does not apply to defects or performance deficiencies arising from (1) accident, (2) abuse, (3) misuse, (4) operation of your Equipment outside of its environmental electrical, or performance specifications, conditions, capabilities or standards, (5) power fluctuations or failure, (6) vandalism or any other damage or unauthorized alteration of your Equipment or its operating software, (7) its use in combination with incompatible products, (8) fires, floods and other natural causes, (9) damage or any other impairment of your Equipment resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service or use or maintenance or service by any party other than other by us or our authorized representatives, (10) parts or accessories not provided by us or, (11) any acts, omissions, causes or events beyond our control.

3. (e) CONSEQUENTIAL AND OTHER LOSS OR DAMAGE. In no event shall ODSNA be liable, by reason of any breach of contract or warranty or of any act or omission on its part related to the Equipment, for prospective, consequential or special damages, economic loss, or damages resulting from loss of use of the Equipment.

3. (f) TESTING. The conditions of any test shall be mutually agreed upon and ODSNA shall be notified of, and may be represented at, all tests that may be made. Notwithstanding the warranty period hereunder shall commence upon the date of delivery of the Equipment to the facility, notwithstanding the fact that testing of the Equipment shall be made on a subsequent date.

4. CHANGES IN EQUIPMENT. ODSNA may upgrade the



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construction or design of the Equipment without notice to Customer so long as the general function of the Equipment is not thereby altered.

5. (a) SHIPPING AND DELIVERY. Shipping dates are estimated on the basis of prompt receipt of all necessary information by ODSNA. Should delivery or installation be delayed, in whole or in part, for any reason beyond ODSNA's control, ODSNA's time for performance shall be extended by the duration of the delaying cause but, for the purpose of determining the times of payment, first use of Equipment shall be deemed to have taken place 15 days from date of shipment to Customer. ODSNA shall not be liable for failures or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control; including the ready availability of materials or labor required for manufacture, assembly and installation, labor disputes, priorities, requirements, acts or omissions of governmental authorities. ODSNA shall not be liable for any damages or economic losses attributable to any such failures or delays. Customer shall have no right to cancel or rescind its order by reason of a delay excusable under this Section and shall accept such delayed performance by ODSNA.

5. (b) DEFERRED DELIVERY BY CUSTOMER. When delivery of the Equipment is delayed at the request of the Customer and the manufacture of the Equipment has been completed, the Equipment will be placed in storage by ODSNA at an appropriate public warehouse at Customer expense and ODSNA will immediately invoice the Customer for the balance due. When delivery of Equipment is delayed at the Customer's request prior to shipment, and prior to commencement of manufacture of the Equipment, the price quoted herein is subject to revision to the price in effect for the revised delivery date.

6. ENTIRE AGREEMENT. This instrument, RFP 2019-163 Purchase of Body Scanner and OD Security North America's response to RFP 2019-163 Purchase of Body Scanner constitutes the entire and only agreements between the parties hereto concerning the subject matters covered herein, and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of ODSNA.

7. ENFORCEABLE IN TEXAS - VENUE. This Agreement shall be governed by the laws of the State of Texas and venue for any disputes shall be in the federal and district courts located in Tarrant County, Texas.

8. SUCCESSORS AND ASSIGNS. The terms, provisions, covenants and conditions contained in this Agreement shall apply to and inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

9. CONFIDENTIAL INFORMATION: Each party will treat the other party's written, proprietary business information as confidential for a period of 3 years from the date of receipt by the receiving party as long as it is marked confidential and/or proprietary prior to its disclosure, is not otherwise available to the receiving party from a lawful source or is not required to be disclosed under applicable law.

COMPANY

OD Security North America

By: _____
(Authorized Representative Signature)

DocuSigned by:

John Shannon

150C78ACE2DA474...

Printed Name: John Shannon

Title: President

11/22/2019

Date: _____

Agency/County

County of Tarrant

(Name of Entity)

By: *B. Glen Whitley*
(Authorized Representative Signature)

Printed Name: B. Glen Whitley

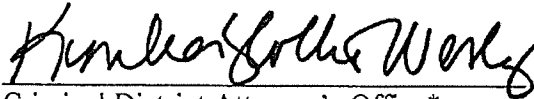
Title: County Judge

Date: *December 10, 2019*

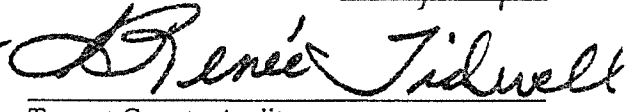
EFFECTIVE DATE: _____

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 108,750.00 ^W



Criminal District Attorney's Office*



Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.