



Equipment Proposal

Proposal # Select

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: November 5, 2024 ("Proposal Date") **Customer:** Alachua County Fire Rescue ("Customer")

Customer Address: 911 SE 5th ST Gainesville, FL 32601

Qty	Product Description & Options	Price
5	Braun Chief XL on F550 gas 4x4 chassis FSA23-VEF17.0 Item # 490	\$351,210.00
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$1,756,050.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **12** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Contingent upon allocation for Select program

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Alachua County Fire Rescue

Ten-8 Fire & Safety, LLC

By: _____

By: 

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Eric Wilcox**

Date: _____

Date: **11-12-24**

EXHIBIT A

PROPOSAL OPTION LIST

<u>Description</u>	<u>Part #</u>	<u>Qty</u>	<u>FSA Price</u>	<u>List Price</u>
Paint & Graphics to match attached	SR00199171	1	\$ 7,516	\$ 8,351
OXYGEN - ZICO QR-D-2 PORTABLE OX'	50-60-0278	1	\$ 1,244	\$ 1,382
INBOARD ARM RESTS FOR ALUMINUM	20-10-0112	1	\$ 331	\$ 368
CONDENSER BRACKETS TO BE WEDGE	COND_BRK_02	1	\$ 1,303	\$ 1,448
HVAC - COMPRESSOR - SECONDARY E	HVAC_EC_02	1	\$ 2,939	\$ 3,266
CABINET AT HEAD OF BENCH WITH SFI	C2XL1OP25	1	\$ 4,961	\$ 5,512
INVERTER COVER - EXPANDED METAL	30-10-0271	1	\$ 111	\$ 123
INVERTER, TO BE ON WITH THE IGNIT	30-10-0250	1	\$ 145	\$ 161
INVERTER, VANNER - 1100 WATT, LIF	30-10-0258	1	\$ 2,059	\$ 2,288
LIGHTS, OSS COMPARTMENTS - RIDGE	30-10-0418	1	\$ 1,113	\$ 1,237
LIGHTS, INTERIOR CABINETS, RIDGE	30-10-0490	1	\$ 1,318	\$ 1,464
LIGHTS RUNNING BOARD -WHELEN M	30-25-0201	1	\$ 291	\$ 323
OSS #1 - EZ-O2 LIFT OXYGEN SYSTEM	OS1XL1OP7	1	\$ 5,169	\$ 5,743
PAINT MOD ALL ONE SOLID COLOR, P	60-09-0101	1	\$ 2,441	\$ 2,712
SHORELINE INDICATOR LIGHT- ALLIED	30-10-0094	1	\$ 99	\$ 110
HVAC - PREMIUM 12V INDEPENDENT	HVC_PRE_01	1	\$ 8,300	\$ 9,222
GAS CHASSIS IN PLACE OF DIESEL		1	\$ (9,000)	
UPGRADE TO 4X4		1	\$ 2,700	\$ 3,000

Options total	\$ 33,040.00
FSA Braun Chief XL item# 490	\$ 318,170.00
Total	\$ 351,210.00

EXHIBIT B
WARRANTY

90-10-0007 - STATEMENT OF LIMITED WARRANTY NEW AMBULANCES



BRAUN PERFORMANCE EXCELLENCE SYSTEM

**Statement of Limited Warranty
New Ambulances**

Document No. and Level:	BPES-P-076-100 / Level II
Effective Date:	Jan 1, 2018
Revision No.:	C
Prepared By:	Kim Braun
Owner:	Kim Braun
Page:	1 of 2

SOLIDBODY™ MODEL WARRANTY

Subject to the provisions, limitations, and conditions set forth in this warranty, Braun Industries, Inc. (the "Manufacturer") warrants to each original purchaser that its ambulances are free of defects in material and workmanship and shall maintain such integrity under normal use and service. This warranty is valid only in the United States and Canada and all warranty periods start from the date of manufacture and expire per the disclosures listed below. The Manufacturer warrants to repair or replace at its sole discretion; components, installation, or workmanship deemed to be defective under the terms and conditions set forth in this warranty statement. Warranty repairs must be performed by the Manufacturer or by a Braun Authorized Dealer / Service Center.

EXCLUSIONS AND LIMITATIONS

NOTWITHSTANDING ANY OTHER PROVISION HEREOF TO THE CONTRARY, OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, THE MANUFACTURER MAKES NO OTHER WARRANTY REGARDING THE AMBULANCES, PRODUCTS AND/OR SERVICES PROVIDED BY MANUFACTURER, EXPRESS OR IMPLIED, AND MANUFACTURER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY IN SECTION 2-312 OF THE UCC THAT SUCH AMBULANCES AND/OR PRODUCTS DO NOT INFRINGE ON THE RIGHTS OF ANY OTHER PERSON. The purchaser's right to repair or replacement of defective parts or workmanship is the exclusive remedy, and neither the Manufacturer nor any Braun Authorized Dealer / Service Center shall be liable for damages, whether ordinary, incidental, or consequential under this warranty. Any remedy of consequential damages; including but not limited to economic loss, transportation, mileage, trip charges, wages, etc., and any remedy of incidental damages or loss are hereby excluded. Any acts of God or natural disasters, such as flood, storm, lightning, etc. are excluded. Purchaser's noncompliance with any part of this specific limited warranty shall immediately render the total warranty null, void and non-enforceable.

The purchaser shall use, service and maintain the ambulance according to the written instructions furnished by the Manufacturer and failure of purchaser to properly use, service and maintain the product in accordance with such instructions shall void the warranty, including, without limitation, (i) use of modular body for any purpose other than what it was originally designed to perform, (ii) resale or remounting of modular body without written warranty-transfer approval within the required time period, (iii) overloading the ambulance beyond its applicable weight rating, (iv) overloading the electrical system beyond its applicable electrical load rating, (v) remounting the modular body by anyone other than the Manufacturer or a Braun Authorized Remounter, (vi) defects or damage as a result of misuse, abuse, negligence, damage, or failure to provide normal routine maintenance, and/or (vii) defects or damage as a result of pass-through and after-market work performed by any entity other than the Manufacturer.

This statement of limited warranty does not apply to: (i) any product or component supplied by the purchaser, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than the Manufacturer, or (iii) any component that is not produced by the Manufacturer, and carries its own warranty.

Purchaser shall be responsible and liable for such modifications, alterations, integrations and installations performed by purchaser and purchaser hereby agrees to indemnify and hold harmless Manufacturer and its successors and assigns from all liabilities, obligations, cost, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Manufacturer and arising or relating to such modifications, alterations, integrations and installations performed by purchaser.

The Manufacturer reserves the right to make changes to the design and features of its products without any obligation to make corresponding changes to products previously manufactured. No other person is authorized to make any representation or warranty on behalf of the Manufacturer or any Braun Authorized Dealer / Service Center, other than as stated in the Manufacturer's warranty.

STRUCTURAL WARRANTY

The aluminum modular body (Braun SOLIDBODY™ ambulances) are warranted to be structurally sound and free of joint separation, weld cracks, and all other structural defects in materials and workmanship for the life of the vehicle in accordance with the provisions of this warranty. The original Braun Limited Warranty may be extended to the remounted ambulance when authorized.

Inclusions to warranty – The modular body construction, including seams, joints, door frames, roof, floor, and wall construction. All exterior doors. All aluminum cabinetry.

Exclusions from warranty – Paint finish, sealant deterioration, filler shrinkage, hardware, moldings, windows, non-aluminum cabinets, and other accessories that are not structural components of the module. Normal wear parts such as door rollers, latches, hinges, etc. Any part or component becoming defective as a result of accident damage or other casualty.

An accident will void the structural warranty. The potential for reinstatement of the structural warranty is dependent on an inspection by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of the occurrence. The inspection will determine the structural integrity of the module and if there is an opportunity to reinstate the warranty.

TRANSFER OF OWNERSHIP:

The structural warranty may be transferred to a subsequent owner(s), provided that the vehicle is inspected by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of transfer of ownership and the warranty revalidation forms are completed and filed with the Manufacturer verifying warranty compliance. A warranty transfer fee, in addition to inspection charges, will apply. Once this warranty has become invalidated by failure to comply with this provision or for any other reason, it cannot be reinstated.

CONVERSION WARRANTY

The non-structural construction, assembly and installation of the module is warranted to be free of defects in materials and workmanship for a period of three years from the date of manufacture, or up to 36,000 miles, whichever occurs first. Performance of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the

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90-10-0007 - STATEMENT OF LIMITED WARRANTY NEW AMBULANCES



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Effective Date:	Jan 1, 2018
Revision No.:	C
Prepared By:	Kim Braun
Owner:	Kim Braun
Page:	2 of 2

supplier of the specific item in question and may be more or less than the three year conversion warranty period and in some cases may not cover labor.

Inclusion to warranty – Non-aluminum cabinets, interior doors and acrylic or polycarbonate windows, hardware, latches and locks, trim, wall coverings, floor, kick plates, cot mount hardware, grab handles, IV hangers and other accessories. Braun manufactured seating, head pads, and other cushions and upholstery items. Air conditioning and heating system hoses, connections, and installation. Peeling or de-lamination of the topcoat and/or other layers of graphics. Cracking or checking of the graphics material and loss of gloss or color.

Exclusion from warranty – Effects from normal wear/use. Floor discoloration and marring. Damage to graphics caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, magnesium, calcium chloride, road salt, or other substances which are used to free roads from ice/snow. Damage caused by power washers, or other aggressive forms of washing. Damage caused by rolling, sliding or segmented doors.

CHASSIS WARRANTY

All new Braun ambulances that are mounted on a new chassis will carry the full OEM warranty, as issued by the specific chassis OEM. This warranty is administered by the chassis OEM's representing dealer and is subject to the guidelines, restrictions, and limitations that they set forth. This warranty does not apply to any portion of the truck or chassis directly included in the alteration process – including materials added to and work accomplished on the original chassis by a vehicle modifier. Should any chassis service/repairs be required due to Braun alterations, such repairs/service are covered under the Braun warranty for a term equal in duration, and in every other aspect, to the warranty provided by the OEM for the applicable chassis model year. The purchaser should complete an alignment after the unit is loaded and readied for use, as added weight and weight distribution will affect vehicle alignment. Alignments are not covered by OEM nor Braun warranty.

ELECTRICAL WARRANTY - MASTERTECH

The MasterTech microprocessor based, multiplex electrical system is warranted to be free of mechanical, electrical, and physical defects (excluding lamps, switches, and electrical display screens) for a period of seven years from the date of manufacture (up to 84,000 miles), whichever occurs first. The electrical display screens are also covered by a seven year pro-rated warranty, with a maximum allowable coverage of \$200 for parts replacement after three years. Labor is covered for the entire seven year period.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, nodes and electrical display screens. Initial programming and proper system functions. Installation and proper wiring of standard and specified optional components such as fans, lights, sirens, compressors, IV warmers etc.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

ELECTRICAL WARRANTY - TRADITIONAL

The electrical wiring harness, electrical components, and electrical system installation and workmanship are warranted to be free of defects for a period of five years from the date of manufacture (up to 75,000 miles), whichever occurs first. Performance and function of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the supplier of the specific item in question and may be less than the five year electrical warranty period, may not cover labor and may require repair instead of replacement.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, relays, rocker switches, circuit breakers, diodes, solenoids, voltmeters, ammeters, and hour meters. Installation and proper wiring of components.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

PAINT WARRANTY

The pro-rated paint warranty covers the areas of the ambulance body finished with paint products specified by the Manufacturer for a period of seven years from the date of manufacture, or up to 84,000 miles, whichever occurs first. The first four years, or up to 48,000 miles, are covered at 100% parts and labor. The fifth year or up to 60,000 miles, is covered at 75% parts and labor. The sixth and seventh years or up to 84,000 miles, are covered at 50% parts and labor. Paint repairs must be pre-authorized by the Manufacturer and performed by the Manufacturer or an Authorized Braun Dealer / Service Center.

Inclusion to warranty – Peeling or de-lamination of the topcoat and/or other layers of paint. Cracking, checking or loss of gloss. Any paint failure caused by defective materials which are covered by this warranty. Corrosion caused by improper surface preparation, dissimilar metal reaction, or improper paint application.

Exclusion from warranty – Paint deterioration caused by road salt, magnesium, calcium chloride, or other substances which are used to free roads from ice/snow. Paint deterioration caused by accidents, acid rain, chemical fallout, acts of nature, or the lack of routine maintenance such as regular washing and waxing or the failure to touch-up stone chips. Damage caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, abrasive cleaners, etc. Failures resulting from product misuse or abuse including but not limited to stone chips, scratches, gouges, other impact damage, etc. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, pressure washing, or aggressive mechanical wash systems. Failure of finishes that were applied without the prior, written authorization of the Manufacturer.

NOTE: Copies of these Warranties shall be provided to the purchaser in the bid response.

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EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.