

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**INLAND COUNTIES
EMERGENCY MEDICAL AGENCY**
Serving
San Bernardino, Inyo & Mono Counties

Contract Number

25-155

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	<u>Tevan Stremel</u>
Telephone Number	<u>388-5830</u>
Contractor	<u>DLX Enterprises, LLC</u>
Contractor Representative	<u>Angela Chan</u>
Telephone Number	<u>(541) 357-5978</u>
Contract Term	<u>N/A</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>N/A</u>
Grant Number (if applicable)	<u>N/A</u>

Briefly describe the general nature of the contract: Approval of DLX Enterprises, LLC's Standard Terms and Conditions of Sale, including non-standard term, for disaster related shelter equipment.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ John Tubbs II
John Tubbs II, Deputy County Counsel

Date 3-6-25

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

STANDARD TERMS AND CONDITIONS OF SALE

READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY. BY ORDERING PRODUCTS FROM DLX ENTERPRISES, LLC, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF SALE.

Parties

The terms "we", "us", and "Seller" as used herein refer to DLX Enterprises, LLC (aka Deployed Logix). The terms "you" and "Purchaser" refer to the persons or entities whose names appear on the applicable Invoice or purchase order to which these Terms and Conditions of Sale apply. Seller and Purchaser are sometimes referred to collectively herein as the "Parties"; and each as a "Party".

Payment Terms

Terms to be specified on a case by case basis and we reserve the right to change our payment terms at any time with 30 days written notice. All credit card payments will be charged a 3% processing fee. If the credit card is American Express it will be charged a 5% processing fee on the total payment.

In addition, if you fail to make any payment when due, you agree to pay any costs of collection, which may be incurred by us. We may recover those amounts by any means permitted by law.

Shipping; Risk of Loss

Unless otherwise provided in the applicable invoice or purchase order, or agreed in writing by the Parties, delivery is FOB Seller's place of business. A tracking number will be sent to the email associated with the applicable invoice or purchase order on the day the goods are due to ship. Seller will not be responsible or liable for any shipping delays or any damage to the product(s) that occurs while being shipped. If damage occurs in route, you agree to pursue redress only through the carrier or carriers charged with delivery. Purchaser will pay shipping charges as part of the purchase price to Seller, who will pay the carrier charged with delivery.

Change Orders

If you wish to change the delivery schedule, features, scope, or any other material term of sale (including without limitation the terms or schedule for any installation), you must contact us via email to request a change order ("Change Order") referencing the applicable invoice(s) or purchase order(s) and setting forth the specific changes requested. The Change Order will amend the terms of the applicable invoice(s) or purchase order(s) pursuant to its terms on execution by both Parties. The Parties may informally agree to changes or modifications, but the Parties agree that such changes will not be enforceable unless they are recorded in a written adjusted Purchase order. You acknowledge and agree that any changes will be subject to additional cost.

International Orders

Orders shipped outside of the United States may be subject to import taxes, customs duties and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes,

customs duties and fees, which are levied once a shipment reaches the recipient's country. All such taxes and additional charges for customs clearance must be fulfilled by the recipient.

Customs policies vary widely; you should contact your local customs office for more information. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates.

Return Policy

- All sales are final as each product is custom fit for the customer's needs.

Warranty Terms

There is a three (3) year warranty on all Shelter parts (shelter vinyl and fabric, aluminum frames, lamps, wiring harness) against defects in material or workmanship. Component manufacturer's warranty may exceed that of Deployed Logix. No warranty is made or implied regarding the intended use of the product. Warranty does not cover damage caused by abuse, misuse, neglect, or improper care by the end user in the application of the Deployed Logix products. Deployed Logix will repair or replace any component deemed to be faulty from manufacture in the most efficient and timely means available to Deployed Logix.

Assumption of Risk; Waiver of Claims

Purchaser acknowledges that there are certain risks associated with the use, installation, ownership, and/or possession of our product(s) which cannot be entirely mitigated or avoided despite the exercise of caution, including, without limitation, the risks of personal injury, death, and property damage. Purchaser expressly and voluntarily assumes all such risks and liabilities.

Limitation on Liability

Purchaser shall not hold the Seller and its members, officers, employees, agents, successors, and assigns liable for any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) arising from or occurring as a result of (a) Purchaser's breach of any representation, warranty, covenant or obligation set forth herein or (b) the use, installation, or possession by Purchaser of any product(s) sold by Seller, including without limitation to the extent any property damage, personal injury or death results therefrom, except to the extent caused by Seller's gross negligence or willful misconduct. The provisions of this paragraph shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. Purchaser agrees to take full responsibility for their use of the product.

In no event shall Seller be liable for any indirect, special, or consequential loss or damages arising from Purchaser's use of the Product, including, but not limited to, loss profits and loss revenue, even if informed of the possibility of such damages.

Intellectual Property

Seller shall retain ownership of all Intellectual Property Rights associated with any and all products it sells to Purchaser, including but not limited to all design and engineering work. "Intellectual Property Rights" means any and all design, engineering, inventions, materials, know-how, trade secrets, technology, formulas, processes, ideas, or other discoveries conceived or reduced to practices, whether patentable or not, also

Including without limitation patent, copyright, trademark, service mark, trade secret, moral, and contract rights in any country or jurisdiction in the world and all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues of them now or hereafter in force.

Purchaser represents and warrants to Seller that it owns or has a valid license and right to use and reproduce any trademarks, service marks, logos, and copyrighted material which are incorporated into the product(s) at Seller's direction or request, and that the incorporation of any such trademarks, service marks, logos, and copyrighted material does not infringe upon the Intellectual Property Rights of any other entity or person.

Independent Contractors

Nothing contained herein shall be construed as creating a joint venture, partnership or employment relationship between the Parties; rather, the Parties at all times shall be independent contractors vis-à-vis one another.

Miscellaneous

No failure of Seller to exercise or enforce any of its rights hereunder shall act as a waiver of subsequent breaches by Purchaser; and the waiver of any breach shall not act as a waiver of subsequent breaches. Seller's acceptance of payment with knowledge of a default by Purchaser shall not constitute a waiver of any breach. The invalidity of any term or provision of these Terms and Conditions of Sale shall not affect the validity of any other provision. These Terms and Conditions of Sale, together with all applicable invoices and purchaser orders, constitute the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting, or additional communications; provided, however, that to the extent any provision of these Terms and Conditions of Sale conflicts with any term set forth in an applicable invoice or purchase order, the terms set forth in the applicable invoice or purchase order shall control. These Terms and Conditions of Sale can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought. No modification of these Terms and Conditions of Sale shall be valid unless it is in writing and is signed by all of the Parties.
