

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



Contract Number
24-1296

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Bell Textron, Inc.
Contractor Representative	
Telephone Number	
Contract Term	01/01/2025 – 06/30/2028
Original Contract Amount	Non-financial
Amendment Amount	
Total Contract Amount	Non-financial
Cost Center	
Grant Number (if applicable)	

Briefly describe the general nature of the contract:

Approve non-financial General Terms and Conditions with Bell Textron, Inc., including non-standard terms, for the period of January 1, 2025, through June 30, 2028, for aircraft maintenance, parts, and repair services.

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p><i>Grace B. Parsons</i></p> <p>Grace B. Parsons, Deputy County Counsel</p> <p>Date <u>12/10/2024</u></p>	<p>Reviewed for Contract Compliance</p> <p>▶</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p><i>Kelly Welty</i></p> <p><small>Kelly Welty (Dec 10, 2024 11:14 PST)</small></p> <p>Kelly Welty, Chief Deputy Director of Sheriff's Administration</p> <p>Date <u>12/10/2024</u></p>
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BELL TEXTRON INC. (SELLER) TERMS AND CONDITIONS OF SALES

PRICE: Prices do not include shipping or freight costs. Prices are subject to change without notice. All prices are in U.S. Dollars unless otherwise stated.

SUBSTITUTES: Seller reserves the right to supply substitute parts in lieu of the part ordered when design changes, later specifications, conditions of supply or product improvement make such substitution necessary. Prices on substituted material may be adjusted accordingly.

PAYMENTS: Payment terms for credit-based accounts are net 30 days from date of each invoice issued. Other payment options are available (e.g. cash in advance, Credit Card), C.O.D. payment arrangements are not accepted by Seller. Open Account payment terms are available only to customers with established credit based accounts with Bell Textron Inc. Purchaser agrees to pay a late payment charge at the rate of one and a half percent (1.5 %) per month, eighteen percent (18%) per annum, or the highest rate legally permissible, whichever is less, on each delinquent statement balance, commencing on the thirty-first (31st) day from invoice date. All credit-based accounts are subject to stop shipment actions by Seller should past due balances arise or if credit limit is exceeded.

WARRANTY: Bell Textron Inc. (Bell) warrants each new helicopter part or helicopter part reconditioned by Bell to be free from defect in material and workmanship under normal use and service and if installed on Bell model helicopters for up to 1000 hours of operation, one (1) year from date of installation, or two (2) years from date of shipment by Bell, whichever occurs first. Bell assigns each manufacturer's warranty to Buyer to the extent such manufacturer's warranty exists and is assignable.

Bell's sole obligation under this warranty is limited to the repair or replacement of parts which are determined to Bell's reasonable satisfaction to have been defective within the applicable warranty period as described above. Replacement of parts may be either new or reconditioned at Bell's election and at the lowest allowable maintenance level contained in Bell's manuals, service bulletins or applicable supplier manuals.

Bell shall also reimburse reasonable freight charges, excluding insurance, customs fees, duties, handling fees, and taxes. Bell shall not reimburse Buyer for any parts repaired or replaced outside of the Bell's Warranty Claims Process unless express prior written authorization is granted by Bell's Warranty Department to Buyer for such repair or replacement.

Parts, components and assemblies of all helicopter parts may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under Bell's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship
NO FAULT FOUND: In the event Bell determines, after evaluation of a returned part, that a defect does not exist, then Buyer shall pay all expenses incurred by Bell related to the return including, but not limited to, costs incurred in shipping and evaluating the part and cost for any replacement part and restocking of the part, which may include a fifteen percent (15%) restocking fee, per item, No Fault Found fee charged to Bell or a minimum of \$300.00 USD. In addition, Bell shall not reimburse Buyer for any costs related to the removal or reinstallation of such a part.

BELL'S WARRANTY CLAIM PROCESS: Defective parts must be reported in writing to the Bell's Warranty Administration within thirty (30) days of being found defective. Parts may be repaired or replaced with new or reconditioned parts, at Bell's election. Warranty adjustment is contingent upon the Buyer complying with the Bell's Warranty Process and with the Bell's Warranty Administration disposition instructions for defective parts. Failure to properly comply with Bell's Warranty Process may, at Bell's sole option, void Bell's warranty as to the allegedly defective part.

RETURN SHIPMENT: Parts returned to Bell will be eligible for remedy under this warranty only if the part is carefully packed by the Buyer for the return shipment. Damage occurring to a part due to improper packaging may result in the denial of a warranty claim. In the event that Bell determines a returned part to be damaged or unsalvageable due to improper packaging, the Buyer will be billed repair or replacement cost incurred by Bell. The party initiating shipment bears the risk of loss or damage to parts in transit.

CORE RETURNS: Per Bell's determination that a core return is required for which Bell has furnished a replacement part through the Warranty Process shall be shipped by Buyer, with all historical service records, to a facility designated by Bell, within thirty (30) days of shipment by Bell of the replacement part. Buyer shall provide Bell with proof of shipment within thirty (30) days following shipment of the replacement part. In the event that Buyer fails to provide Bell with such proof of shipment within the thirty (30) days, fails to provide the applicable historical service records or provide the correct RMA, Buyer shall be charged the new list price of the replacement part. If the Buyer returns the core, and provides the historical records and the RMA after the 31st day, the Buyer will be credited the invoiced amount upon receipt of the core minus a restocking fee of fifteen percent (15%), or minimum of \$300.00 USD per item, of the then said standard list price of the material provided if Historical Records are not provided and can be recreated by Bell, a debit of \$500.00 USD per item will occur to Buyers account.

WARRANTY AND LIABILITY DISCLAIMERS AND EXCLUSIONS: THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Bell. The Buyer's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of the helicopter part and reimbursement of reasonable freight charges. Bell excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental, special, consequential and/or punitive damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Bell makes no warranty and disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to work performed by third parties at Buyer's request and with respect to engines, engine accessories, batteries, paint, radios, any and all customizing equipment, and Buyer furnished equipment or equipment manufactured by others (e.g. STC kits) and installed at Buyer's request.

Bell makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, normal wear and tear, erosion or corrosion. Bell makes no warranty and disclaims all liability for consumables which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Bell.

This warranty shall not apply to any helicopter part which has been repaired or altered outside Bell's factory in any way so as, in Bell's sole judgment, to affect its stability, safety or reliability. This warranty shall not apply to any helicopter part which has been subject to misuse, negligence or accident, or which has been installed in any aircraft which has been destroyed. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Bell's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell Authorized Customer Service Facilities, is authorized by Bell to assume for it any other liability in connection with the sale of its helicopters and parts.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL AUTHORIZED CUSTOMER SERVICE FACILITIES, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND BELL.

WARRANTY CHOICE OF LAW AND JURISDICTION: This warranty shall be interpreted under and governed by the laws of the State of Texas. All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Bell's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Buyer files such an action in either of the court systems identified above, and a final judgment in Bell's favor is rendered by such court, then Buyer shall indemnify Bell for all costs, expenses and attorneys' fees incurred by Bell in defense of such claims. In the event Buyer files such a legal action in a court other than those specified, and Bell successfully obtains dismissal of that action or transfer thereof to the above-described court systems, then Buyer shall indemnify Bell for all costs, expenses and attorneys' fees incurred by Bell in obtaining such dismissal or transfer.

DELIVERY: Method of transportation desired should be designated by the Purchaser. When no such designation is made, Seller will ship by the method deemed most suitable to each instance. Seller reserves the right to choose the carrier when an export license is required, in order to ensure compliance with applicable provisions of said license. Shipments are dispatched FCA (Free Carrier - INCOTERMS 2020), applicable Seller's premises, unless otherwise stated. All parts are to be packaged and packed in accordance with standard international commercial practice for Ocean Export Shipment, Air Export Shipment, or Ground Transportation, as applicable.

EXPORT/IMPORT REQUIREMENTS: Export of Bell products are subject to U.S., Canadian, and/or relevant country export regulations, including but not limited to the International Traffic in Arms Regulations and the Export Administration Regulations. Licenses, permits, or other export authorizations may be required prior to the export of Bell products. Seller assumes responsibility for obtaining relevant required government approvals for sales to international customers. Purchasers are responsible for complying with all applicable export and import laws and regulations including restrictions against sanctioned countries and denied or designated parties, as well as obtaining the required export authorizations for their own international shipments. Violation of the export regulations can result in severe fines, penalties, imprisonment and loss of exporting privileges. Where an Import License is required to import material into a foreign country, the Import License must be obtained by the Purchaser and/ or representative in that country.

MATERIAL RETURNS - CATALOG PARTS: Prior to returning any material, the Purchaser shall obtain a Return Material Authorization (RMA) from Seller. Requests for RMAs for non-warranty related returns must be submitted within 30 days after original receipt of Material by Purchaser. Requests for RMAs received by Seller beyond 30 days from date of Purchaser's receipt will not be accepted. To be eligible for return credit, the part must not be damaged, modified, trimmed, painted, or previously installed on an aircraft, and must be, in the opinion of Seller, re-sellable as new. If the original packaging of returned material is opened, a re-test fee may apply. All parts must be returned with the original 8130-3 FAA form or applicable certification. Hardware items, such as nuts, bolts, rivets, screws and "broken pack" quantities may not be returned. Seller will apply a restocking fee of 15% of the Material net price or a minimum fee of \$300.00, whichever is greater. Return shipments to Seller without a Seller approved RMA will be returned at Purchaser's expense. For approved RMAs, Seller must receive the Material within 30 days of the RMA issue date. Seller reserves the right to return the Material received beyond 30 days at Purchaser's expense. Purchaser may not return its order for Material categorized as "hazardous" or containing "hazardous material" by applicable governmental authorities. Purchaser may only return "hazardous" or containing "hazardous material" identified as having a quality-related defect in accordance with the Bell Warranty. An RMA must accompany all approved returns.

MATERIAL RETURNS - SPECIAL ORDER PARTS: Seller will not accept return of non-catalog or other special-order Material for any reason, except as may be permitted under the terms of Bell's warranty, as set forth above.

SHORTAGE/DAMAGE CLAIMS: All claims for parcel shortage, as listed on the bill of lading, and/or damage must be initiated by the consignee with the carrier. Claims for shortages, of items listed on the shipping document, must be initiated with Seller in writing within ten (10) days after receipt of the shipment.

TAXES: Purchaser agrees, in addition to the price specified herein, to pay all taxes, duties or imposts, or any other charges or additions thereto, upon the manufacture or sale of the parts which are levied, assessed, or required by law to be paid.

CHOICE OF LAW AND JURISDICTION: This sale shall be interpreted under and governed by the laws of the State of Texas. All legal actions based upon claims or disputes pertaining to or involving this sale including, but not limited to, Bell's denial of any claim or portion thereof under warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Buyer files such an action in either of the court systems identified above, and a final judgment in Bell's favor is rendered by such court, then Buyer shall indemnify Bell for all costs, expenses and attorneys' fees incurred by Bell in defense of such claims. In the event Buyer files such a legal action in a court other than those specified, and Bell successfully obtains dismissal of that action or transfer thereof to the above-described court systems, then Buyer shall indemnify Bell for all costs, expenses and attorneys' fees incurred by Bell in obtaining such dismissal or transfer.

These are all the Terms and Conditions of Sales applicable to Bell Textron Inc. sales and supersede any prior correspondence, proposals or agreements, written or oral, not set forth in them.