

PURCHASE ORDER



E&E CO., LTD.

PO No.

PO Date

Page

24020140

02/07/2024

1 OF 1

45875 NORTHPORT LOOP EAST
FREMONT, CA 94538
UNITED STATES

ORDER FROM

100978

HCI SYSTEMS, INC.
1354 S. PARKSIDE PL.
ONTARIO, CA 91761
US

SHIP TO

FMT(0000),
E&E CO., LTD.
ATTN: ALEX GONZALEZ
1680 TIDE COURT
WOODLAND, CA 95776
UNITED STATES

Buyer

Purchasing Dept

Terms

30 days

FOB

FOB Origin

Ship Via

Best possible

Line No.	Vendor Item No.	Vendor Item Description	Qty Ordered	UOM	Unit Price	Extended Price
1	BLD005-FIRE	Replace Gerand Flow Meter 8"	1.00	Each	2,925.00	2,925.00
2	MSCNOTES	Notes: V 061423, Dated 2/7/24, \$2,925.00 including material, labor, and sales tax..	1.00	Each	0.00	0.00

Total Extended Price =

2,925.00



SYSTEM INVESTIGATION PROPOSAL

Date: February 7, 2024

Job Site: E&E Co. LTD
1680 Tide Court
Woodland, CA, 95776

To: E&E Co. LTD
Attn: Alex Gonzalez
1680 Tide Court
Woodland, CA, 95776

From: **HCI Systems Inc.**
Cody Conrad
916-224-7479
cconrad@hcisystems.net

Phone: 916-897-7622
Email: Alex.Gonzalez@ship8.com

Scope of Work:

HCI Systems Inc. is pleased to submit this proposal to perform the fire hydrant investigation, located at the above referenced job site. The scope of work to be completed is as follows:

1. Replace Gerand Flow Meter 8" X1
 - Labor Has Been Waived Due to Incorrect Information Provided to Customer

The total amount to perform this work will be **\$2,925.00** including material, labor, and sales tax.

Please Issue Contracts and Purchase Orders To:

HCI Systems Inc.
State Contractors License. C-10, C-16 #905493
1168 West National Drive Ste. 70, Sacramento, CA 95834

Special Instructions and Exclusions

- Work will be performed during normal business hours.
- Any additional work outside of the above proposed scope will be quoted separately.
- This proposal is based on access to all areas listed above, on the day of scheduled work. If HCI is not able to access required areas within the scheduled date, a separate charge will apply.
- If HCI finds during the course of work that additional labor and/or materials are needed, work will be stopped, and customer will be advised.
- Unless expressly stated otherwise under the Scope of Work, the price quoted **EXCLUDES** any prevailing wage, special wage, and/or certified payroll.
- HCI excludes fire watch.
- HCI excludes Overtime, off hours, and/or shift pay
- HCI excludes Plans, permits, and inspection



- HCI excludes Painting/patching of drywall & ceiling tile replacement.
- HCI excludes damages or injuries that occur at the customer site when HCI is not actually present on the customers premises/work site.
- Unless noted elsewhere in this proposal, the customer agrees to provide a person or persons to monitor, verify and reset the panel or command center during all scheduled HCI testing.

Thank you for the opportunity to review your needs and offer this proposal. Please feel free to contact me if you have any questions or concerns at 916-224-7479.

Sincerely,
Cody Conrad

Authorization to Proceed

If you would like us to proceed with the work included in this proposal, please sign below and return to HCI. Proposal is accepted in accordance with the attached Terms & Conditions.

ELECTRONIC SIGNATURE: In accordance with California Civil Code § 1633.1 et seq., an Electronic Signature (as defined below) affixed to this Agreement shall be as valid as an original signature and shall be effective to bind signatory to this Agreement. The term "Electronic Signature" shall mean (i) a manually produced original signature that is affixed to this Agreement via electronic means, or (ii) a signature that is generated and affixed to this Agreement via an electronic program (e.g., DocuSign or Adobe Acrobat signature function).

Company

Proposal Approved By (Signature)

Printed Name

Title

Date

PO# (if required)



Terms & Conditions

1. Customer agrees:
 - to provide free access to all areas of the facility covered by the system. Where necessary, the customer will provide a person familiar with the facility who can gain access to all areas;
 - to provide the necessary equipment or lifts to reach inaccessible equipment and peripherals;
 - to supply suitable electrical service, and;
 - that in the event of any emergency or system failure, reasonable safety precautions will be taken to protect life and property (including fire watch) during the period of time from when HCI is first notified of the emergency or failure and until such time that HCI notifies the customer that the system is operational or that the emergency has cleared.
 - HCI is not responsible for the security of the site. HCI is further not responsible for any costs or claims whatsoever arising out of theft or damage to installed work due to vandalism.
2. No repairs beyond those listed under the Scope of Work herein will be performed without a prior written authorization and a change order executed for additional cost. This Agreement assumes the system covered is in maintainable condition. If repairs are found necessary upon inspection, a proposal for repair at an additional cost will be submitted for approval. Should such repair proposal be declined, those non-maintainable items will be removed from the Agreement and the contract amount adjusted accordingly.
3. It is understood that repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is expressly excluded from this Agreement.
4. Emergency Service Exclusions. Emergency Service does not include travel expense, material and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, source current fluctuations, lighting surges, any failure whatsoever resulting in whole or in part from a non-HCI installation, parts, service, attachments, or devices, or any other cause external to the equipment. Emergency Service will be provided in accordance with the description provided in Scope of Work. All services will be provided during normal business hours unless outlined elsewhere in this Agreement.
5. HCI may transfer or assign this Agreement to any other company or financing institution without notice to you. You may not transfer this Agreement to someone else (including someone who purchases or leases or subleases your premises) unless we pre-approve the transfer in writing. We may use subcontractors to provide the services herein.
6. HCI will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the equipment by others, or caused by lightning, electrical storm, or other violent weather, or by any cause beyond HCI control except ordinary wear and tear.
7. The customer shall promptly notify HCI of any malfunction in the system(s) that comes to the customer's attention. HCI will not be responsible for fire watch in the event of system failure.
8. It is mutually understood that in providing the services included in this Agreement, HCI is not an insurer and does not guarantee any damage to property or injury to person will not occur.
9. Neither HCI or its representative shall be liable to the purchaser or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, collateral or incidental damages, relative to or arising from or caused directly by the equipment, its installation, its service, or the use thereof or any deficiency, defect or inadequacy of the equipment. It is expressly agreed that purchaser's exclusive remedy for any cause of action relating to the purchase, installation, service and/or use of equipment shall be for damages and HCI liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of HCI, the restoration or replacement or repair of such equipment.
10. Fire watch is excluded.
11. Invoicing may be submitted on a monthly basis based on percent of work completed. Payments are due within 30 days of the submittal of an invoice. Overdue payments shall bear interest at the rate of 1-1/2% per month from the date on which payment is due until paid.
12. If any dispute arises out of this Agreement, such dispute shall be subject to Arbitration at the sole discretion of HCI. If any arbitration or action at law or equity shall be brought on account of any breach of this Agreement or to enforce or interpret any of its provisions, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered.



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13. This Agreement shall be governed and construed in accordance with the laws of the state of California. Both parties agree to submit to the exclusive venue and jurisdiction of the courts of California for any enforcement of Arbitration awards and ensuing litigation pertaining to this Agreement.
 14. The person executing this Agreement on behalf of Customer represents and warrants that they are authorized to do so by Customer to bind Customer to all terms herein. As a further inducement to HCI to enter into this Agreement, the person executing this Agreement agrees to guarantee the performance of Customer herein and to be personally liable for any payments not made by Customer.
 15. The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties through their respective counsel. Any statute or rule of construction that any ambiguity is to be resolved against the Party that caused such an ambiguity shall not be employed in the interpretation or enforcement of this Agreement.
 16. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In addition, the Parties agree that facsimile and/or electronic signatures shall be acceptable to evidence the Parties' assent to this Agreement and are deemed equivalent to original "wet ink" signatures for all purposes under this Agreement.
 17. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.