

PURCHASE ORDER



E&E CO., LTD.

45875 NORTHPORT LOOP E

FREMONT, CA 94538

PO No.

25010061

PO Date

01/16/2025

Page

1 OF 1

ORDER FROM

6477

SUMMIT FIRE & SECURITY LLC
1203 SOUTH 2ND AVENUE
MANSFIELD, TX 76063
US

SHIP TO

ZAGAM(7800),
ZAGAM
ATTN: JAMES BURFORD
2101 MILLERS FERRY ROAD
WILMER,, TX 75125
US

Buyer

Purchasing Dept

Terms

Net 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	Electrical issue causing the panel to go into fault	1.00	Each	676.56	676.56
2	MSCNOTES	Misc notes: Dated: 01/15/25. Total.:676.56 Troubleshoot the system supervisory issues	1.00	Each	0.00	0.00

Total Extended Price =

676.56


RE: Fire Alarm Supervisory Fault

From Timothy Rodgers [TX-DAL] <trodgers@SummitFireSecurity.com>

Date Tue 1/14/2025 3:54 PM

To James Burford <james.burford@ship8.com>

Cc Rachel Tiwater [TX-DAL] <RTiwater@SummitFireSecurity.com>; John Poole <John.poole@nfiindustries.com>

 1 attachment (117 KB)

serviceReportTemplateDataViewer.apexp.pdf;

Good afternoon,

This invoice will be 676.56 tax included.

Thanks



Timothy Rodgers
Fire Alarm & Security Manager

C 817-480-1077

1203 S. 2nd Avenue
Mansfield, TX 76063
Office: 972-224-9380
www.summitfiresecurity.com

This information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information.

From: James Burford <james.burford@ship8.com>

Sent: Monday, January 13, 2025 2:32 PM

To: Timothy Rodgers [TX-DAL] <trodgers@SummitFireSecurity.com>

Cc: Rachel Tiwater [TX-DAL] <RTiwater@SummitFireSecurity.com>; John Poole <John.poole@nfiindustries.com>

Subject: Fw: Fire Alarm Supervisory Fault

CAUTION: This email originated from outside the organization. Do not follow guidance, click links, or open attachments unless you **KNOW** the content is safe.

Tim - Please look into this and let me know how much it would cost to repair.

James Burford
Regional Facilities Director
311 International Trade Pkwy
Port Wentworth, GA 31407

C:912.507.7881

From: Poole, John <john.poole@nfiindustries.com>
Sent: Friday, January 10, 2025 3:28 PM
To: James Burford <james.burford@ship8.com>
Subject: Re: Fire Alarm Supervisory Fault

Been notified 4 times since this morning, and attached is what the panel is showing.

John Poole
General Manager

o: 972-534-9451
c: 254-258-4955

2101 Millers Ferry Road Wilmer, TX 75172

On Fri, Jan 10, 2025, 14:15 Poole, John <john.poole@nfiindustries.com> wrote:

James - got notified several times this morning of a Supervisory Fault in the Alarm System (Sep 7 is what is noted). Need Summitt to come out and check it out, I think.

John Poole

General Manager

o: 972-534-9451 | c: 254-258-4955

john.poole@nfiindustries.com

www.nfiindustries.com

2101 Millers Ferry Road Wilmer, TX 75172

Service Report

WORK ORDER

Service Report Order Number 04329931

Service Territory Address 1203 South 2nd Avenue Mansfield, Texas 76063



Account & Contact Information

Account	Zagam LLC/E&E	Contact	
Address	2101 Millers Ferry Road Wilmer, Texas 75172-1710 United States	Billing Address	45875 NORTHPORT LOOP EAST FREMONT, California 94538-6414 United States
Phone		Phone	5306621011 X102

Description of Service

Description supervisory on panel, no additional information provided. John Poole requested service 254-258-4955

Work Order Details

Work Type	Service Call - Alarm	Work Order Number	04329931
Problem Type	SERVICE - ALARMS	Reference Work Order Number	john poole 2542584955
Status	Completed	Customer PO Number	john poole 2542584955

Work Order Line Items

Description	Customer Facing Note	Bill Quantity
Truck Charge		1.00
Alarm - Standard Hours - Tech		3.00

The following parts and material were included above as part of this work order's line item detail. They are broken out in this section for quick reference.

Notes

- SA-2257281 -
1/14/2025 Richard Victorian: Arrived on site. Panel is normal. Checked history panel was in supervisory on 1/11/25 for sep 7 which in a power supply. Supervisory cleared on that day and has been normal since then. Walked to power supply. Everything appears to be fine. No signs of water damage. Modules and power supplies have been susceptible to water damage in the past. I don't see any hanging devices that would cause a power supply trouble. If trouble returns MAY need a lift since devices are located at the beams. Panel normal upon departure.

Customer Signature

Signature

Signed By

Date

Type Default

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WORK ORDER

Service Report 04329931

Order Number

Service Territory 1203 South 2nd Avenue Mansfield, Texas 76063

Address



1. Acceptance. Acceptance by Summit of Customer's order is expressly conditioned upon Customer's agreement to all of the terms and conditions set forth herein and any inconsistent or additional terms contained in the Customer's purchase order, purchase contract or other document are hereby rejected unless expressly accepted in writing by the Company within ten (10) days after its receipt of such order, contract or document. The terms, conditions, specifications, and quantities as stated in the Company's quotation shall not be modified except as provided herein.
2. Payment. Customer agrees to pay the Contract Price for the Work as and when required in the Contract. If Customer fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Customer shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum. Summit expressly reserves all mechanics lien rights under applicable law and may take such other legal action as is needed to perfect such rights and collect amounts owed it.
3. Changes. Except for substitutions, as described below in this paragraph, any alteration or modification to the Work must be documented and approved by Summit and Customer by a written change order signed by Summit and Customer. Summit reserves the right to require Customer to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes, or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Customer and Customer may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
4. Limited Warranty. All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Work. Upon request, Summit will supply a signed warranty letter to Customer, which states the completion date of the Work and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Customer shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Customer of Summit in connection with Summit warranty after the one (1) year warranty termination date shall be paid by Customer to Summit based on Summit standard fees and charges at the time. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions.
5. Disclaimer of Warranties. The Customer acknowledges and agrees that except for the limited warranty specifically set forth in this Contract, Summit has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the adequacy, performance, or condition of work performed and materials supplied by Summit on the Work, its merchantability or its fitness for any particular purpose; nor has the Customer relied on any representations or warranties, express or implied. The Customer further acknowledges and agrees that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the description in this Contract. The Customer further acknowledges and agrees: (a) that Summit is not an insurer, (b) that the Customer assumes all risk of loss or damage to the Customer's premises or to the contents thereof, and (c) that the Customer has read and understands all of this Contract, particularly the paragraphs setting forth limitation of liability and indemnification provisions in the event of any loss or damage to the Customer or anyone else. **SUMMIT HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED HEREIN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SUMMIT RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, ANY LIABILITY INCURRED BY SUMMIT SHALL BE LIMITED TO THE AMOUNT OF GOODS AND SERVICES PURCHASED BY CUSTOMER AND CONTAINED WITHIN THE WORK.**
6. MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER THE LAW OF CERTAIN JURISDICTIONS TO THE FOLLOWING NOTICE: (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS; (b) YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
7. Taxes. Any applicable taxes or other governmental charges related to the Work shall be paid by Customer to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Work, Customer shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
8. Access. Customer shall allow Summit to have reasonable access to the job site to allow the completion of the Work on the dates and at the times requested by Summit personnel.
9. Risk of Loss. Risk of loss shall pass to Customer at the time the equipment and other materials that are part of the Work are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Customer shall be responsible for payment for such equipment and materials even if the Work has not been completed. Title to the equipment and other

WORK ORDER

Service Report 04329931

Order Number

Service Territory 1203 South 2nd Avenue Mansfield, Texas 76063
Address

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10. Limitation of Liability and Remedies. The Work is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Customer agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Customer expressly waives any right to make any claim more than that amount. IN NO EVENT SHALL SUMMIT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE CUSTOMER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY. Customer shall provide Summit with reasonable notice of any claim for breach and a reasonable opportunity to cure the alleged breach or default.

11. INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES. In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against Summit or its assignees or subcontractors for any reason relating to Summit's performance pursuant to this agreement, Customer agrees to indemnify, defend and hold harmless Summit against all claims, demands, suits, loss, liability, expenses and damages (including without limitation reasonable attorney's fees and costs). No part of this agreement should be read to seek indemnification for Summit's own negligence.

12. Customer's Failure to Pay. If Customer fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Work and Summit may pursue any and all available remedies, including the right to place a lien against the Work site. In addition, Customer shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.

13. Attorneys' Fees/Waiver of Jury. If Summit engages counsel to enforce any rights or defenses provided for in this Contract, Summit shall be entitled to recover from Customer the costs and expenses associated with such enforcement, including without limitation, its reasonable attorney's fees, and costs. THE PARTIES AGREE TO WAIVE A JURY TRIAL FOR ANY DISPUTE ARISING FROM THIS AGREEMENT.

14. Governing Law, Jurisdiction. Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the Commonwealth of Virginia. Customer irrevocably agrees to the exclusive jurisdiction of the state or federal courts of such state in all proceedings between the parties hereto, and Customer irrevocably agrees to service of process via certified mail, return receipt requested, to Customer at the address set forth herein. The courts within the County of Henrico, Virginia, shall be the proper forum and preferred venue for any such legal action or proceedings that arise hereunder. However, nothing stated herein shall in any manner prevent or preclude Summit from bringing any one or more actions against Customer in any jurisdiction in the United States in which Customer conducts business. If Summit engages counsel to enforce any rights or defenses provided for in this Agreement, Summit shall be entitled to recover from Subscriber the costs and expenses associated with such enforcement, including without limitation, its reasonable attorney's fees, and costs.

15. Waiver. Customer further agrees to waive any claims against Summit known or unknown that exist as of the date of executing this proposal as further consideration for Summit performing this work.

16. Force Majeure Events. Summit shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Summit's control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, hurricane, or tornado or catastrophe, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond Summit's control.

17. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Customer. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

Service Report

WORK ORDER

Service Report Order Number 04329931

Service Territory Address 1203 South 2nd Avenue Mansfield, Texas 76063



Account & Contact Information

Account	Zagam LLC/E&E	Contact	
Address	2101 Millers Ferry Road Wilmer, Texas 75172-1710 United States	Billing Address	45875 NORTHPORT LOOP EAST FREMONT, California 94538-6414 United States
Phone		Phone	5306621011 X102

Description of Service

Description supervisory on panel, no additional information provided. John Poole requested service 254-258-4955

Work Order Details

Work Type	Service Call - Alarm	Work Order Number	04329931
Problem Type	SERVICE - ALARMS	Reference Work Order Number	john poole 2542584955
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Customer Signature

Signature

Signed By

Date

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Tran Tang <tran.tang@jlahome.com>

Approval Requested - Wilmer, TX Summit Fire supervisory issue

4 messages

James Burford <james.burford@ship8.com>

Wed, Jan 15, 2025 at 5:35 AM

To: Jessica Jeng <jessica.jeng@jlahome.com>, AP Department <ap.dept@jlahome.com>

Cc: Nancy Hattersley <nancy.hattersley@jlahome.com>

Jessica - Please approve for the attached. Wilmer location had a Fire Supervisory alarm. Total with tax is 676.56.

**SHIP8 INC.**

James Burford

Regional Facilities Director

[311 International Trade Pkwy](#)

Port Wentworth, GA 31407

C:912.507.7881

From: Timothy Rodgers [TX-DAL] <trodgers@SummitFireSecurity.com>**Sent:** Tuesday, January 14, 2025 3:53 PM**To:** James Burford <james.burford@ship8.com>**Cc:** Rachel Tiwater [TX-DAL] <RTiwater@SummitFireSecurity.com>; John Poole <John.poole@nfiindustries.com>**Subject:** RE: Fire Alarm Supervisory Fault

Good afternoon,

This invoice will be 676.56 tax included.

Thanks



Timothy Rodgers
Fire Alarm & Security Manager

C 817-480-1077

1203 S. 2nd Avenue
Mansfield, TX 76063
Office: 972-224-9380
www.summitfiresecurity.com

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Sent: Monday, January 13, 2025 2:32 PM
To: Timothy Rodgers [TX-DAL] <trodgers@SummitFireSecurity.com>
Cc: Rachel Tiwater [TX-DAL] <RTiwater@SummitFireSecurity.com>; John Poole <John.poole@nfiindustries.com>
Subject: Fw: Fire Alarm Supervisory Fault

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Tim - Please look into this and let me know how much it would cost to repair.



James Burford
Regional Facilities Director
[311 International Trade Pkwy](#)
[Port Wentworth, GA 31407](#)

C:912.507.7881

From: Poole, John <john.poole@nfiindustries.com>
Sent: Friday, January 10, 2025 3:28 PM
To: James Burford <james.burford@ship8.com>
Subject: Re: Fire Alarm Supervisory Fault

Been notified 4 times since this morning, and attached is what the panel is showing.

John Poole
General Manager

o: 972-534-9451
c: 254-258-4955

[2101 Millers Ferry Road](#) Wilmer, TX [75172](#)

On Fri, Jan 10, 2025, 14:15 Poole, John <john.poole@nfiindustries.com> wrote:

James - got notified several times this morning of a Supervisory Fault in the Alarm System (Sep 7 is what is noted).
Need Summitt to come out and check it out, I think.

John Poole

General Manager

o: 972-534-9451 | c: 254-258-4955

john.poole@nfiindustries.com

www.nfiindustries.com

[2101 Millers Ferry Road](#) Wilmer, TX [75172](#)



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2 attachments

 **serviceReportTemplateDataViewer.apexp.pdf**
117K

 **Wilmer Texas - 2025 01 15 Wilmer Summit Fire Troubleshoot issue.pdf**
477K

Jessica Jeng <jessica.jeng@jlahome.com>
To: James Burford <james.burford@ship8.com>, AP Department <ap.dept@jlahome.com>
Cc: Nancy Hattersley <nancy.hattersley@jlahome.com>

Wed, Jan 15, 2025 at 12:03 PM

Approved

Regards,

Jessica Jeng

Corporate Controller

E & E Co. LTD dba JLA Home

(510) 490-9788 x 458

(510) 403-7240 (direct)

jessica.jeng@jlahome.com

From: James Burford <james.burford@ship8.com>
Sent: Wednesday, January 15, 2025 5:36 AM
To: Jessica Jeng <jessica.jeng@jlahome.com>; AP Department <ap.dept@jlahome.com>
Cc: Nancy Hattersley <nancy.hattersley@jlahome.com>
Subject: Approval Requested - Wilmer, TX Summit Fire supervisory issue

Jessica - Please approve for the attached. Wilmer location had a Fire Supervisory alarm. Total with tax is 676.56.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

James Burford <james.burford@ship8.com>
To: AP Department <ap.dept@jlahome.com>

Thu, Jan 16, 2025 at 10:53 AM

AP - Can I get a PO for this?



SHIP8 INC.

James Burford
Regional Facilities Director
[311 International Trade Pkwy](#)
Port Wentworth, GA 31407

C:912.507.7881

From: Jessica Jeng <jessica.jeng@jlahome.com>
Sent: Wednesday, January 15, 2025 3:03 PM
To: James Burford <james.burford@ship8.com>; AP Department <ap.dept@jlahome.com>
Cc: Nancy Hattersley <nancy.hattersley@jlahome.com>
Subject: RE: Approval Requested - Wilmer, TX Summit Fire supervisory issue

[Quoted text hidden]

Tran Tang <tran.tang@jlahome.com>
To: Lily Vong <lily.vong@jlahome.com>

Thu, Jan 16, 2025 at 10:54 AM

[Quoted text hidden]