





## Summit Fire & Security, LLC Service Proposal

Summit Fire & Security  
1203 South 2nd Avenue  
Mansfield, TX 76063  
Tel: (817) 842-1220  
Email:  
rtiwater@summitfiresecurity.com

**Date:** July 31, 2025  
**Proposal#:** 0425775

**To:** E & E COMPANY, LTD. (Parent)  
45875 NORTHPORT LOOP EAST  
FREMONT, CA 94538-6414  
Tel: (510) 490-9788

**Service Location:** Zagam LLC,E&E  
2101 Millers Ferry Road  
Wilmer, TX 75172-1710  
Tel: 5306621011 X102

Replace batteries

### SERVICE PROPOSAL

This Service Proposal is made by Summit Company, and/or its subsidiaries (collectively, "Company" or "Summit") to E & E COMPANY, LTD. (Parent) ("Customer"). This Proposal shall become a binding agreement between Summit and Customer as of the date of execution by both parties ("Service Authorization Agreement" or "Agreement"). This Service Proposal is valid for 30 days from the date above and may be deemed void at the option of Summit after that time.

Item	Quantity	Unit Price	Ext Amount
Tech labor	3	\$197.00	\$591.00
Truck Charge	1	\$85.00	\$85.00
WFCC-071825 Battery	1	\$1,883.50	\$1,883.50
Subtotal:			\$2,559.50
Tax:			\$211.16
Total:			\$2,770.66

### Scope of Work

Repairs and/or replacements approved by Customer to be performed by Summit:

Attached is a list of the devices to be repaired or replaced, and any plans, specifications, and documents governing the work to be performed ("Agreement Documents").

Summit will include all material and labor to perform the above work.

Unless otherwise noted, all work will be performed between the hours of 7:00 AM and 4:00 PM, Monday through Friday. Payment is due upon receipt of invoice.

### Exclusions

### Standard Terms and Conditions

These Terms and Conditions are attached to and made a part of the Summit Fire & Security ("Summit") Proposal together form the Agreement between the parties. As used in these Terms and Conditions, "Summit," "Customer," "Work," and "Contract Price" shall have the same meaning throughout the Agreement.

- 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.
- Payment.** Customer agrees to pay the Contract Price for the Work as and when required in the Agreement. 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 needed to perfect such rights and collect amounts owed it.



## Summit Fire & Security, LLC Service Proposal

Summit Fire & Security  
1203 South 2nd Avenue  
Mansfield, TX 76063  
Tel: (817) 842-1220  
Email:  
rtiwater@summitfiresecurity.com

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 Fire & Security'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 Agreement, 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 Agreement. 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 Agreement, 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, Tariffs.** 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. Quoted prices are based on current tariff rates and material costs as of the date of this proposal. In the event that new tariffs are imposed or existing tariffs are increased after the date of this quote/proposal—resulting in a cost increase to components, systems, or materials included in herein—we reserve the right to adjust pricing accordingly. Any such adjustment will be supported with documentation from our suppliers or manufacturers and will be communicated prior to order placement or scheduling.
8. **Access.** Customer shall allow Summit Fire & Security 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 Fire & Security 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 materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Customer. Summit shall have the right to remove the equipment and other materials that are a part of the Work if payment of the full Contract Price is not made by Customer immediately upon completion of the Work. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
10. **Access to Work.** The Customer hereby guarantees and ensures that the Customer shall have unobstructed access to the designated worksite(s) for the performance of all contracted activities as outlined in this Agreement, subject to the following conditions:



## Summit Fire & Security, LLC Service Proposal

Summit Fire & Security  
1203 South 2nd Avenue  
Mansfield, TX 76063  
Tel: (817) 842-1220  
Email:  
rtiwater@summitfiresecurity.com

- a. **Worksite Availability:** The Customer shall coordinate and schedule access to the worksite(s) to ensure that the Summit can complete their work without interference, delays, or unreasonable restrictions.
  - b. **Physical Access Requirements:** The Customer shall ensure that the Summit has safe and direct access to all necessary work areas, including but not limited to elevated locations, restricted spaces, and other areas requiring specialized equipment. This access shall include the provision of scaffolding, ladders, lifts, or other means required for the Summit to safely and efficiently perform their duties.
  - c. **Clearance of Obstacles:** The Customer shall provide access to all necessary areas and ensure that all physical barriers, debris, or hazards are removed prior to the Summit's commencement of work.
  - d. **Coordination With Other Trades:** The Customer shall manage and coordinate the activities of all other trades and contractors on the worksite to prevent conflicts or delays that might impede Summit's performance.
  - e. **Compensation for Delayed Access:** In the event that access to the worksite is delayed, restricted, obstructed by the Customer, Summit shall be entitled to an equitable adjustment in time for completion and/or additional compensation for costs incurred as a direct result of such delays.
11. **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 Agreement, 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.
  12. **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.
  13. **Customer's Failure to Pay.** If Customer fails to pay any amount due to Summit as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Work and Summit Fire & Security 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 Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Agreement.
  14. **Attorneys' Fees/Waiver of Jury.** If Summit engages counsel to enforce any rights or defenses provided for in this Agreement, 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. No claim arising from or related to this Proposal may be brought more than two (2) years after the claim accrued. THE PARTIES AGREE TO WAIVE A JURY TRIAL FOR ANY DISPUTE ARISING FROM THIS AGREEMENT.
  15. **Governing Law, Jurisdiction.** Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Minnesota. 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 Ramsey, Minnesota, 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 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.
  16. **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.
  17. **WAIVER OF SUBROGATION RIGHTS.** The Customer acknowledges that Summit is not an insurer, that each party agrees to obtain insurance coverage, and that each party shall rely exclusively upon such insurance coverage to recover for damages in any way attributable to this Agreement. Customer waives all rights against Summit and any of its subcontractors, sub-subcontractors, agents, and employees, including the rights of Customer's current and future insurers, for losses suffered at work sites subject to this Agreement which are covered by property insurance or other insurance applicable to losses caused by damages of any sort at work sites. This waiver shall apply to all insurance policies of Customer, whether such policy exists at time of contracting or is subsequently acquired by Customer thereafter. Customer or Summit, as appropriate, shall require of subcontractors, sub-subcontractors, agents, and employees of the other party, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damages.
  18. **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



## Summit Fire & Security, LLC Service Proposal

Summit Fire & Security  
1203 South 2nd Avenue  
Mansfield, TX 76063  
Tel: (817) 842-1220  
Email:  
rtiwater@summitfiresecurity.com

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.

19. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Agreement. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. If any provision of this Agreement 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 Agreement in all other respects shall remain valid and enforceable. This Agreement is not assignable by Customer. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement.

Submitted By: Rachel Tiwater  
Title: Sales Representative

**CUSTOMER**  
Approved by Authorized Representative

**Summit Fire & Security**  
Approved by Authorized Representative

By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	Email: _____