

Duncan Solutions Single Space Meter Quote



Prepared for:	Long Beach	Ship-to Region:	CA
Quote ID:	13 08 06 201a	Date Prepared:	08/06/2013
Sales Rep:	Brad Magee	Ship-to Region:	09/05/2013

Product ID	Description	Unit Price	Qty	Extended Price*
1. Single-Space Meter Parts & Accessories				
48517	CASHKEY	\$ 24.00	50	\$ 1,200.00
Subtotal				\$ 1,200.00
2. Freight/Shipping				
FRGHT	Freight for Lot to Long Beach, CA	\$ 70.00	1	\$ 70.00
Subtotal				\$ 70.00
3. Sales Tax				
SALES TAX	California 9% Sales Tax for Long Beach, CA	\$ 108.00	1	\$ 108.00
Subtotal				\$ 108.00
Equipment Total:				\$ 1,378.00

4. Additional Requirements

Sales Tax, if applicable, has been included.

FOB Origin: Freight Prepaid and Charged back. Freight included on quote.

Ship date approx. 4 weeks ARO PO.

Payment for equipment is due net 30 days upon product delivery. A late fee of 1.5% per month or as allowed by law, applies.

Quotation subject to Duncan Solutions, Inc. Standard Terms and Conditions. Please see attached.

*Minimum Order: \$100.00

Please Send Purchase Order To:
 Duncan Parking Technologies, Inc
 Attn: Meigan Lindholm
 5924 Balfour Court Suite 102
 Carlsbad, CA 92008
 Phone: (760) 688-1522 Fax: (760) 930-0843
mlindholm@duncansolutions.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this proposal

 Authorized Signature

 Date

 Print or Type Name

 PO Number

 Bill To Address:

 Ship To Address:

Duncan Parking Technologies, Inc. Standard Terms and Conditions
Revision 2012 05 21 100e

The terms and conditions contained herein (Terms) apply to the sale to any buyer (Buyer) of any products or services provided by Duncan Parking Technologies, Inc., a Delaware Corporation having a location at 633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin U.S.A. 53203, and any of its affiliates or subsidiaries (Seller). Buyer and Seller may be referred to herein individually as Party or collectively as Parties.

1. AGREEMENT. All sales are subject to, and expressly limited to, these Terms and any related order acknowledgement, quotation, specifications, releases, consignment, or other documents incorporated into these Terms by Seller. All different or additional terms or conditions proposed at any time in any form by Buyer are expressly rejected. The Parties agree that these Terms, and any relevant and mutually agreed purchase order, release, or quotation is incorporated herein; in total the Agreement. The Agreement constitutes the entire understanding between the Buyer and Seller regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized representatives of the Parties.

2. ORDERS AND ACCEPTANCE. Pricing and conditions of sale are stated on Seller's valid quotation or other estimate. All orders by Buyer must be placed by: (a) Buyer purchase order specifically referencing a valid Seller quotation or estimate number, or (b) Buyer execution and return to Seller of Seller's valid quotation, or (c) other acknowledgement and acceptance of Seller's quotation and these Terms by Buyer, in a form acceptable to Seller. Buyer agrees that all invoices will be paid in full in accordance with the Agreement. Buyer agrees that inspection of products or services shall occur within three (3) business days of delivery of products or services and that any notification of non-acceptance for any reason shall be made by Buyer to Seller in writing within five (5) business days of delivery of products or services. Notwithstanding any other term or condition herein, Buyer agrees that final acceptance of products or services occurs immediately upon use of such product or service or on the sixth (6th) business day after receipt of such goods or services, whichever occurs first.

3. SPECIFICATIONS. All specifications, descriptions, brochures, drawings, instructions, manuals or other information applicable to products or services hereunder are provided 'as is' and are subject to change at any time at the sole discretion of Seller.

4. INVOICES AND PAYMENT. Provided Seller has granted approval for credit to Seller and such approval has not been suspended or revoked, payment is due net thirty (30) days from date of invoice unless otherwise specified by Seller in quotation. Seller reserves the right to assess late fees on overdue payments at a rate of 1 1/2% per month on the outstanding balance or the maximum rate allowed by law. Seller reserves the right to change payment terms, credit status or to withhold shipment at any time if, in Seller's sole opinion, Buyer's financial condition has changed or is at risk or Seller's relationship with Buyer warrants such change. All payments by Buyer to Seller shall be in U.S. dollars. If Buyer has arranged third party financing where payment is issued to Seller by a party other than Buyer, payment in full is due immediately upon Seller invoice.

5. SHIPPING AND DELIVERY. Delivery dates are estimates based upon manufacturing capacities and normal shipping times at the time of estimate. Seller is not responsible for any delays or costs or expenses associated with delays in shipping or delivery. Shipping is Ex Works Seller's dock unless otherwise specified in the Agreement. Buyer bears all risk of damage or loss in transit.

6. PRODUCT OR SERVICE CHANGES. Seller reserves the right to make changes in products or services that do not adversely affect form, fit or function. Any change in price shall require approval by Buyer. All changes requested by Buyer in the process or design of products or services are subject to written approval by Seller and to reasonable changes in delivery and price at Seller's sole discretion. Cancellation charges will be assessed on orders or shipments rescheduled greater than eight (8) weeks later than original order or ship date.

7. PRODUCT OR SERVICE LIMITED WARRANTY. (a) Seller warrants that new, unused products are free from defects in material and workmanship for a period of twelve (12) calendar months from date of shipment. (b) Seller warrants that used or refurbished products are free from defects in material and workmanship for a period of ninety (90) calendar days from date of shipment. (c) Seller's liability is limited to repair, replacement or refund, at Seller's sole discretion, for any product determined by Seller to be defective under normal use, wear and maintenance. Products must be shipped at Buyer's expense and risk of loss to Seller's location within the warranty period and in compliance with current warranty requirements. (d) All warranty claims must be made in writing during the warranty period. (e) Seller, at its sole discretion, reserves the right to reject any claim it determines not covered by warranty. (f) Prior to Buyer's return of products or services, Buyer must obtain a 'return merchandise authorization' (RMA) in compliance with Seller's procedure. (g) Seller assumes no liability for results from the use of any products or services including risk or liability for damages resulting from the abuse, misuse, loss, extreme weather, environmental conditions, or improper use, including, but not limited to, damages resulting from unsuitability of any product for use with or in any unapproved product or assembly. **NO ADVICE OR RECOMMENDATION MADE OR GIVEN BY SELLER CONSTITUTES ANY ADDITIONAL OR DIFFERENT WARRANTY THAN EXPRESSLY STATED HEREIN. THIS LIMITED WARRANTY CONSTITUTES SELLER'S SOLE WARRANTY TO BUYER. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM PATENT INFRINGEMENT.**

8. PATENTS - COPYRIGHTS-TRADEMARKS - PROPRIETARY RIGHTS. If any product is manufactured or modified according to any request by Buyer or designs or processes specified by Buyer, Buyer hereby indemnifies and saves harmless Seller, its affiliates, officers, agents and employees, from any expenses, losses, attorney fees, costs, damages or other liability which may be incurred as a result of actual or alleged infringement of patent, copyright or trademark rights.

9. LIMITATION OF LIABILITY. Seller is not liable for any costs, expenses, losses, or damages of any kind including but not limited to special, incidental, consequential, indirect or direct, loss of profits or revenue, loss of use of any kind, replacement, loss of data, recreating data or substitute programs or any other costs.

EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER'S LIABILITY HEREUNDER IS LIMITED TO PRICE ACTUALLY PAID BY BUYER, LESS ANY DISCOUNTS, PROMOTIONS OR CREDITS APPLIED, FOR THE PRODUCTS OR SERVICES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER ENTITY OR PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOSS OF PROFITS OR OTHER INCOME OR OTHER COSTS OR EXPENSES RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES COVERED HEREIN, WHETHER ARISING FROM BREACH OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OF SELLER, OR OTHER LEGAL OR EQUITABLE THEORY. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

10. SELLER'S REMEDIES. (a) Seller may, at any time and in its sole discretion, delay or cancel shipment of products or discontinue services where: (i) If Buyer fails to fulfill the terms of payment for any shipment, or (ii) Seller determines that Buyer's ability to pay or meet other obligations under the Terms of the Agreement or any other agreement has changed, or (iii) should Seller at any time determine conditions do not warrant shipment based on the Terms, or (iv) Seller may demand cash or payment of satisfactory security with respect to all or part of the order, have the right to change the terms of payment, withdraw credit privileges, or defer or discontinue final shipment, or cancel the order pursuant to the provisions of Paragraph 11. Seller may also withhold shipments on any other order of Buyer upon failure to pay any other due as due. (b) Should Seller find it necessary to obtain assistance in collecting any past due balance, Buyer agrees to pay all reasonable attorney fees, collection fees and/or court costs allowable by law. (c) Buyer hereby grants to Seller a security interest in all products or services purchased hereunder to secure payment of the full invoice price thereof, any late charges, and all expenditures by Seller for taxes, insurance, repairs and maintenance of the products or services purchased and all loss and expenses incurred by Seller in the collection of the foregoing sums. (d) If Buyer fails to make any payment as due, or if a receiver shall be appointed for Buyer, or if Buyer shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against Buyer, then Buyer is considered in material breach of the Agreement and Seller is entitled to all remedies and rights as a secured party under the Wisconsin Uniform Commercial Code. In addition, Seller may declare all amounts owing from Buyer immediately due and payable and may enter, without legal process, on the premises where the products or services are located and repossess the same, and thereafter hold the same absolutely free from all claims of Buyer. Buyer hereby waives all claims and rights of action for trespass or damages by reason of such entry, possession and removal. Seller may exercise all or any of the above remedies in addition to and not in lieu of any other remedy at law or equity to which Seller is otherwise entitled.

11. PATENTS, TRADEMARKS, COPYRIGHTS, OWNERSHIP. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in the performance of the Agreement are the property of the Party that so invented, developed, created or discovered such intellectual property. For any non-hosted, stand-alone system, Buyer acknowledges and agrees that in the event Buyer elects to dispose of the system, or any portion thereof, in any way without the express written consent of Seller, the Agreement automatically and immediately terminates without notice. Firmware and software are proprietary products of Seller or third parties and are protected under United States copyright laws. Software provided for installation on personal computers or server systems may be copied for archival purposes only and may not be used on multiple central processing units (CPUs) concurrently than licensed. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted or implied unless expressly granted in writing by Seller.

12. INDEMNIFICATION. Each Party agrees to protect, defend, hold harmless and indemnify the other and any successors and assigns from and against any claims, damages, losses, and expenses arising out of any (a) actual or alleged infringement of any patent, trademark, copyright or unfair competition by reason of the manufacture, use or sale of any products or services under the Agreement, (b) actual or alleged death or injury to any person, damage to property or any other damage or loss suffered, (c) defect in products or services or breach of warranty, contract, or negligence. Notwithstanding anything in the Agreement, at its sole option Seller will defend or settle any action brought against Buyer to the extent the action is based on claims that Seller's product infringes any U.S. patent or U.S. copyright. Seller will pay damages and costs finally awarded against Buyer on such claim, provided however, that in lieu of such defense or payments, Seller may at its sole discretion (i) procure for Buyer the right to license or continue using infringing products, or (ii) replace or modify such products so that they become non-infringing, or (iii) refund to Buyer price actually paid by Buyer for infringing products less reasonable amount for use, wear, tear, damage, or obsolescence, or (iv) substitute reasonably suitable non-infringing product for the infringing product. Seller's obligations under this section are expressly conditioned upon Buyer's prompt written notification to Seller of existence or threat of such action, and Seller's sole control over defense and settlement of any action with all required assistance of Buyer. Where applicable state law disallows any or all of the foregoing indemnifications of Seller by Buyer; both Buyer and Seller hereby waive such indemnifications, only to the extent disallowed, as if such law were applicable to both Parties.

13. FORCE MAJEURE. Neither Party shall be responsible for any delay or failure in performance due to unforeseen circumstances or events beyond its reasonable control including but not limited to acts of God, war, terror, riot, embargoes, civil or military acts, fire, flood, storms, accidents, labor strikes, or shortages of food, fuel, energy, labor or materials. The non-performing Party shall make all reasonable efforts to notify the other as soon as possible of the circumstances and expected duration of non-performance.

14. LICENSE, OWNERSHIP AND INTELLECTUAL PROPERTY. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted to Buyer, or implied by the disclosure of any information hereunder except that Buyer shall have a non-exclusive, non-transferable, revocable license to use products and services provided by Seller. Products and services shall not be copied, reproduced, reverse engineered, shared, archived, published, licensed, misused, modified, or used for any purpose other than provided in the Agreement. **SELLER IS NOT RESPONSIBLE FOR INSTALLATION, REPAIR, MAINTENANCE OR ANY TYPE OF**

SUPPORT FOR MS WINDOWS OPERATING SYSTEMS, ORACLE DATA BASE SERVER SOFTWARE OR ANY OTHER THIRD PARTY SOFTWARE OR HARDWARE.

15. DELAYS. If a specific shipping date is not agreed in writing between the Parties, Seller is not liable for any loss or damages resulting from any actual or alleged delays.

16. EXPERIMENTAL SALES OR PRODUCT/SERVICE EVALUATIONS. In the event the products or services or any portion thereof furnished to Buyer are identified as "prototypes", "samples", "for approval", "on consignment", "for trial", "for evaluation", or similar terms, Buyer agrees that such material or information is subject to terms of separate agreement, is confidential, and Buyer is liable for any disclosure of such agreement, material or information other than to the minimum number its own employees required for evaluation.

17. RETURNS. Returned materials will not be accepted unless authorization has been given by Seller. Seller will provide Buyer with a return merchandise authorization (RMA) number. Authorized returns must be received at Seller's dock within thirty (30) days of the date RMA number was issued. RMA number must be marked on the outside of each package returned or return risks delay or refusal at Seller facility. Any repair, replacement or other accommodation to Buyer is made solely at Seller's discretion.

18. CANCELLATION OR TERMINATION. No order once accepted by Seller can be cancelled by Buyer without Seller's written consent and only upon payment to Seller of all related losses and expenses. Seller may cancel Buyer's order if (a) Buyer's payments are in default on this or any other order, or Buyer breaches any material provision of the Agreement or any other agreement between the Parties. (b) substantial changes occur in the availability of raw materials or components provided by third party vendors, (c) events beyond Seller's reasonable control make it impossible to assure shipment, (d) Buyer becomes insolvent or is the subject of the filing of a bankruptcy petition, or makes an assignment for the benefit of creditors or fails to pay its debts as they come due, (e) Seller has reasonable belief that Buyer is insolvent or will not pay in accordance with the terms herein.

19. TAXES. All applicable state and local taxes including, but not limited to, use, occupation, privilege, excise, rental and sales taxes shall be in addition to purchase price and shall be paid by Buyer to Seller or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to all applicable taxing authorities. This obligation shall survive Buyer's payment.

20. WAIVER. The failure of either Party at any time to enforce or insist upon any obligation or right herein or to exercise any right under the Agreement shall not be construed as a waiver of any other right, obligation, terms or conditions nor of the future performance under the Agreement or the future exercise of any such rights.

21. AGENCY AND THIRD PARTY RIGHTS. Buyer and Seller are independent contracting Parties and nothing in the Agreement makes either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other. The Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in the Agreement gives either Party the right to use any corporate names, trademarks or trade names of any other Party. The disclosure of confidential information, if any, does not constitute a representation, warranty, assurance, guaranty or inducement with respect to infringement of any rights of third parties.

22. COMPLIANCE WITH LAWS. Seller complies with the provisions of Executive Order 11246 dated September 24, 1965, as amended providing in part that employers will not discriminate against any employee or applicant for employment because race, color, religion, sex, or national origin; and, that employer will take affirmative action to ensure that Equal Employment Opportunity is implemented in employment, upgrading, promotion, or transfer; recruitment, layoff, termination, compensation or selection for training including apprenticeship. All other applicable provisions or language of the Rules and Regulations are incorporated herein by reference including the affirmative action clauses regarding disabled veterans and veterans of the Vietnam Era, and handicapped workers.

23. GOVERNING LAW. These Terms are governed by the laws of the State of Wisconsin, except where applicable state law disallows Buyer from being bound by the laws of the State of Wisconsin then the laws of the state of Buyer's physical location shall govern, however in any case without regard to any conflicts of laws principles and without regard to the U.N. Convention on Contracts for the International Sale of Goods.

24. MISCELLANEOUS. (a) Headings are for convenience of reference only and do not affect or limit the meaning of the provisions themselves. (b) Clerical errors are subject to correction without notification or Buyer acceptance of such changes. (c) No part of the Agreement or any cause of action or dispute arising under it may be assigned or subcontracted without the prior written approval of Seller. (d) Buyer may not 'set-off' or reduce any amounts owed hereunder, or any indebtedness or any other claim Buyer or Buyer's affiliated or related companies may have against Seller, or its affiliated or related companies, under the Agreement or any other agreement(s) between the Buyer and Seller. (e) If any Term of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such Term is deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, or rule. All remaining provisions of the Agreement remain in full force and effect. In such case the Parties agree to replace the unenforceable or invalid Term with language that meets the original intent. (f) Any controversy arising from or relating to the Terms or the Agreement that cannot be settled by top management of the Parties shall be submitted to arbitration under the rules of the American Arbitration Association at the request of either Party. (g) Buyer is responsible for final disposal of product including all costs and compliance with laws related to such disposal. (h) Buyer shall comply with all applicable export regulations and requirements and shall not export or re-export, directly or indirectly, any technical data, process data, product data or other data to any country to which such export is restricted or prohibited by applicable law. (i) The Agreement is effective on the date Seller's quotation or estimate is executed by Buyer, or Buyer's purchase order or other order is accepted by Seller either in writing or through execution of work against such order. Any executed copy is deemed an original.