

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2024 - 06 R

**A RESOLUTION AUTHORIZING THE VILLAGE OF WINNEBAGO
TO PURCHASE RADAR SIGNS FROM ELAN CITY**

ADOPTED BY THE BOARD OF TRUSTEES

VILLAGE OF WINNEBAGO

THIS 11th DAY OF March, 2024

Published in pamphlet form by authority of the Village Board of Trustees of the
Village of Winnebago, Illinois, this _____ day of _____, 2024

RESOLUTION NO. 2024 - 06 R

A RESOLUTION AUTHORIZING THE VILLAGE OF WINNEBAGO TO PURCHASE RADAR SIGNS FROM ELAN CITY

WHEREAS, the 2024 Police Budget has allocated funds for the purchase of two Radar Speed signs, not to exceed \$6,500.00; and

WHEREAS, a quote was obtained from Elan City, the previous vendor, on February 29, 2024, quoting the cost for one Evolis Vision radar speed sign, similar to the signs currently in use, at \$3,850.00; and

WHEREAS, the purchase of two Evolis Vision signs at the quoted price would amount to \$7,700.00 see attached Exhibit "A"; and

WHEREAS, a special offer flyer has been received from Elan City, indicating that the purchase of two Evolis Vision signs for \$8,250.00 would also include one Evolis Mobility radar speed sign for essentially \$650.00 see attached Exhibit "B"; and

WHEREAS, the special offer includes additional benefits such as traffic data collection, mounting hardware, solar panels, batteries, two years of technical support, and two-year warranties on all signs; and

WHEREAS, the total cost of this special offer would be 30% more than the originally allocated budget for two signs; and

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Winnebago, in the County of Winnebago, Illinois, as follows:

SECTION I

The recitals set forth above are incorporated herein and made a part hereof.

SECTION II

The Village of Winnebago Board of Trustees hereby approves the purchase of two Evolis Vision radar speed signs and one Evolis Mobility radar speed sign from Elan City at a total cost of \$8,350.00, inclusive of all additional benefits mentioned in the special offer flyer attached as Exhibit "B" and in the quote dated February 29, 2024, as in Exhibit "A".

The additional cost of 30% above the originally allocated budget for two signs is justified by the comprehensive package offered, which includes traffic data collection, mounting

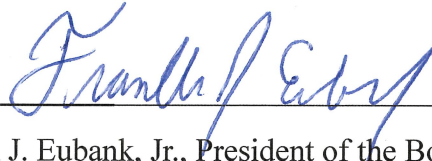
hardware, solar panels, batteries, two years of technical support, and two-year warranties on all signs.

The Village Administrator or designee is authorized to process the necessary paperwork and financial transactions to facilitate the timely acquisition of the radar speed signs from Elan City.

SECTION III

This resolution shall take effect immediately upon its passage and approval as provided by law.

APPROVED BY: _____



Franklin J. Eubank, Jr., President of the Board
of Trustees of the Village of Winnebago, Illinois

ATTEST:



Sally Jo Huggins, Village Clerk

PASSED:

3-11-2024

APPROVED:

3-11-2024

PUBLISHED IN

PAMPHLET FORM:

3-12-2024

ELAN CITY
 450 7th Avenue (& 34th St.) Suite 1501
 New York City, NY 10123-1591
 United States
 Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Shipping address :

Village of Winnebago Police Department
 108 W Main St
 WINNEBAGO, IL 61088
 United States

Invoice address :

Village of Winnebago Police Department
 108 W Main St
 WINNEBAGO, IL 61088
 United States

**Village of Winnebago Police
 Department
 108 W Main St
 WINNEBAGO, IL 61088
 United States**

Tel. : +17792080036
 Fax : +18153352475

Quotation N° S09816

Your Reference

Quotation Date

02/29/2024

Contact

MOLINA RIVAS Romel

Payment Term

Description	Qté	P.U	Disc.(%)	Discounted price	Price
[EPRA0154AA] US[AS-BT] EVOLIS VISION RADAR SPEED SIGN - SOLAR Version - Reflective WHITE Front Panel ready to install including: - Speed display: 15" high (green/amber/red) - Polycarbonate front panel screen-printed "YOUR SPEED" - Integrated solar power regulator - USB and BLUETOOTH LE (Low Energy) connection - Upgradable to 3G/4G (optional) -BI-DIRECTIONAL traffic data and statistics, - Software provided for PC and Smartphone, - Mounting kit included (excluding clamps), - 2-year warranty	2.00 Unit(s)	3,000.00	0.00	3,000.00	\$ 6,000.00
[EACC0042AA] 95W solar panel (fastenings included - IN)	3.00 Unit(s)	600.00	0.00	600.00	\$ 1,800.00
[EACC0046AB] Yuasa battery pack 12V22Ah with integrated fuse protection (8A)	6.00 Unit(s)	125.00	0.00	125.00	\$ 750.00
[EPRA0250AA] US_MB[AS-BT] EVOLIS RADAR SPEED SIGN MOBILITY- SOLAR VERSION - USB/BLUETOOTH-Reflective WHITE Front Face ready to install including: - Speed display: 15""high (green/red), - 2mm Polycarbonate front panel screen-printed "YOUR SPEED" - Integrated solar power regulator - USB and BLUETOOTH LE (Low Energy) connection - Upgradable to 3G/4G (optional) -BI-DIRECTIONAL traffic data and statistics, - Software provided for PC and Smartphone, - Mounting kit included (excluding clamps), - 2-year warranty	1.00 Unit(s)	2,000.00	0.00	2,000.00	\$ 2,000.00

ELAN CITY
 450 7th Avenue (& 34th St.) Suite 1501
 New York City, NY 10123-1591
 United States
 Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Description	Qté	P.U	Disc.(%)	Discounted price	Price
[99900] Discount TPS24	1.00 Unit(s)	2,550.00	0.00	2,550.00	\$ 2,550.00
[DCE] Delivery Charge EXPRESS	1.00 Unit(s)	350.00	0.00	350.00	\$ 350.00
Total discount HT:					\$ 2,550.00
Net Total :					\$ 8,350.00
Taxes (20%):					\$ 0.00
Total :					\$ 8,350.00

CUSTOMER CONTACT INFO:

- Name: Jeff White
- Phone: 779-208-0038
- Email: white@bagopolice.com

QUOTE PRICING AND EXPIRATION:

- Quote valid until : 03/31/2024
- PROMO CODE / OFFER: TPS24

Valid for agreement

(Stamp, Signature and Date)

The :

EVOLIS VISION

>
WANT MORE
INFORMATION



LIFE YOU CAN SAVE.
SAVINGS YOU CAN'T RESIST!

SPECIAL OFFER 2024

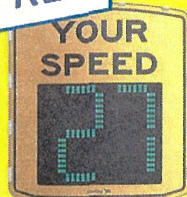
Buy 2 EVOLIS Vision
and get
1 EVOLIS Mobility
FOR FREE!*



EVOLIS Vision



FREE



EVOLIS Mobility

PROMO CODE:
BUDGET24

EXCLUSIVE PRICE:

\$8,000*

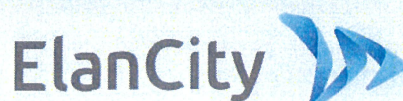
INCLUDES: 2 EVOLIS Vision
Radar Speed Signs + 1 EVOLIS Mobility
/ 3 Solar panels, batteries,
Mounting hardware / Expert
technical support /
2-year warranty

* Offer valid until 05/31/2024

TRAFFIC DATA COLLECTION & SOFTWARE INCLUDED FOR FREE with no subscription fees ever!

30,000+ UNITS INSTALLED

GET A QUOTE NOW!



450 7th Avenue
Suite 1501
New York, NY 10123-1591

Exhibit "B"

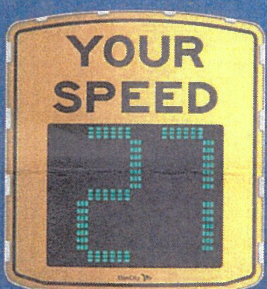
(646) 878- 6259

www.elancity.net
sales@elancity.net

>
WANT MORE
INFORMATION



EVOLIS Vision



EVOLIS Mobility

DISCOVER THE MAIN CHARACTERISTICS OF EVOLIS VISION AND MOBILITY, THE MOST EFFICIENT RADAR SPEED SIGN ON THE MARKET!

- **LONG-LASTING AND LIGHTWEIGHT:** Constructed with ABS Injection Molded Resin
- **ACCURACY:** Utilizes Doppler radar technology with a detection range exceeding 1,000 feet and a range reliability of $\pm 1\%$
- **HIGH VISIBILITY:** Features 15" speed digits and 3-row LEDs
- **HIGHLY CONNECTED:** USB / Bluetooth - Optional 4G for bidirectional data
- **3 POWER OPTIONS:** Solar panel (up to 7,000 vehicles/day), 2 batteries (up to 14 days, depending on traffic), or AC mode (with 5 hours of nightly charging)
- **ALL-INCLUSIVE:** Includes FREE updates and NO subscription fees, with a 2-year warranty

**JOIN OUR COMMUNITY!
YOU'RE THE ONE TO
MAKE THE CHOICE!**

« As the main roads are congested during high-traffic hours, some people use side roads through residential areas and end up speeding. The 2 Evolis radar speed signs have helped us to dramatically reduce speeding. »

Lieutenant Craig Stauts - Oaklyn Police
Department, NJ



Connect with us today to become part of our mission for safer roads and a better tomorrow!

Your Account Managers
Romel MOLINA and Alia DILLON



450 7th Avenue
Suite 1501
New York, NY 10123-1591

(646) 878- 6259

www.elancity.net
sales@elancity.net

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS ELAN CITY, INC.

1.Applicability

(a) These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") by the seller named on the previous pages of these Terms ("Seller") to the buyer named on the reverse side of these Terms ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order (the "Sales Confirmation" and these Terms (collectively, this "Agreement")) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2.Delivery

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Buyer's location (the "Delivery Point") using Seller's standard methods for packaging and shipping such

Goods. Buyer shall take delivery of the Goods within seven (7) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance)..

3.Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's

negligence) unless Buyer gives written notice to Seller of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4.Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

5.Amendment and Modification.

These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

6.Inspection and Rejection of Nonconforming Goods.

Buyer shall inspect the Goods within three (3) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

7. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date of Buyer's purchase order.

(b) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

8. Payment Terms

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the (a) Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. Buyer shall make all payments hereunder by any Payment Method and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs

incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty

(a) Seller warrants to Buyer that for a period of twenty-four (24) months ("Warranty Period"), from the date of shipment of the Goods that such Goods will materially conform to Seller's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. This statement excludes the Batteries, for which the Warranty Period is limited to six (6) months.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product")

may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third-Party Products are not covered by the warranty in Section 11. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11 unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11 if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11 above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.

10. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID

TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

11. Indemnification for Improper Use.

To the extent permitted by applicable law, the Buyer will defend the Seller and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Seller, and its respective officers, representatives, directors, employees, and agents ("Indemnified Party") from and against any and all third party claims, lawsuits, damages, costs (including reasonable attorneys' fees), expenses, liens and proceedings arising from personal injury (including death) or damage to property, incurred by or asserted against an Indemnified Party, in any manner arising out of or relating to a) Buyer's acts, omissions and misrepresentations, b) Buyer's failure or alleged failure to comply with applicable laws, and/or (c) Buyer's use, promotion or sale of products provided by Seller (each a "Third-Party Claim" and collectively "Third-Party Claims") and will indemnify for damages finally awarded by a court of competent jurisdiction with respect to any Third-Party Claim

12. Compliance with Law.

Buyer shall comply with all applicable laws, regulations, and ordinances in connection with the proper use of these products. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes

all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

13. Termination.

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Waiver.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Confidential Information.

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked,

designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God ; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as pandemics, epidemics, or explosion; (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; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating

the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 18, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

17. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

18. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

20. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

21. Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York, NY. The arbitration shall be governed by the laws of the State of New York. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without

the prior written consent of both parties.

22. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the signed quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of

transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this

Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival.

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Arbitration and Survival.

INFORMATION - SIGNATURE - STAMP

Delivery address

Site name:
Address:
Post code: City:

Delivery schedule : (mandatory in case of equipment purchase)

Monday to Friday: to
Closing days:

Contact

Name :
Tel.:
E-mail address of@.....

Specific information

.....
.....

The signatory declares having the capacity to represent and bind the buyer.

S/he declares having reviewed and validated these general terms and conditions of sale.

Approved on:

First name Last name:

Title:

Signature