PROPOSAL

S2 NetVR Camera License

Emmett Independent School District
302 East 5th Street
Emmett, Idaho 83617

Project #: SEC-22659
Account Rep: Ben Goff
Revision: 0
Modified: 9/26/2022

Presented By:

Apex Integrated Security Solutions, Inc.
187 E. 50th Street
Garden City, Idaho 83714
208-378-9650
www.apexintegratedsecurity.com

apex
Integrated Security Solutions

BOX SALE

4ea. S2-VR-1C - NETVR Single IP Camera License

Proposal excludes labor

Delays, Costs, and Extensions of Time.
Apex Integrated Security Solutions (Apex) time for performance of the Work shall be extended for such reasonable time as Apex is delayed due to causes reasonably beyond Apex's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus including, without limitation, labor, parts or equipment shortages. To the extent Apex or its subcontractors expend additional time or costs related to conditions or events outlined in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, the additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

WARRANTY:
Apex Integrated Security Solutions, Inc. provides a standard one (1) year warranty on parts and labor for the installation of our systems. Warranty services are provided during normal business hours, Monday thru Friday, 8:00 am to 5:00 pm (excluding Holidays). Emergency response during premium hours and holidays will be charged at the prevailing service rates.

* Price Includes Accessories

4	**S2 Security S2-VR-1C** Single IP Camera License.	

Video Management System Total	**$996.00**

Project Subtotal:	**$996.00**

* Price Includes Accessories

Total Installation Price:	$996.00
Grand Total:	**$996.00**

TERMS AND CONDITIONS

1. Agreement. The sale and provision of equipment and services (the "Project") described in the proposal, to which this document makes reference below (the "Proposal"), are sold and provided by Apex Integrated Security Solutions, Inc. ("Apex") upon the following terms and conditions. These terms and conditions are integral and shall govern all transactions with the customer identified below (the "Customer") relating to the Project, as if the same were fully set forth in the Proposal. This document, together with the Proposal and the applicable Software Support Agreement, shall constitute the entire agreement ("Agreement") between Apex and the Customer relating to the Project. Any attempt to amend or otherwise modify the terms and conditions of the Agreement by oral representations or agreements, course of dealing or Customer documents, including without limitation any purchase order or similar document, is hereby rejected and shall have no legal effect. Customer acknowledges that the Agreement was received and reviewed by Customer in advance of any document generated by Customer.

2. Price and Terms. Prices quoted by Apex in the Proposal shall be binding for thirty (30) days from date of the Proposal. Payment terms are net thirty (30) days from the date of invoice. Upon receipt of Customer's signature on the Agreement, Apex may immediately invoice Customer for an amount equal to fifty percent (50%) of (a) the cost of the entire Project, or (b) the cost of the equipment included in the Project, whichever is greater. Apex may delay commencement of work, unless and until such initial invoice is paid in full. Upon completion of the Project, Apex shall prepare a final invoice; provided, however, that if the Proposal provides for progress billing, Apex shall prepare interim invoices, in which case such interim invoices must be paid in full prior to Apex commencing the next phase of the Project. Apex hereby expressly reserves the right to deactivate or otherwise disable software installed as part of the Project, unless and until all outstanding invoices are paid in full.

3. Taxes. Prices quoted in the Proposal exclude sales, use, excise and all other taxes, licenses, permits and other fees, unless otherwise expressly stated in the Proposal. Any such taxes or fees imposed by local, state or federal taxing authorities shall be added to quoted prices in all cases, except where Customer provides an appropriate tax exemption certificate. Customer shall be ultimately responsible for the payment of all applicable taxes and fees relating to the Project, irrespective of whether the same are included in Apex's invoice or not.

4. Limited Warranties and Limitations of Liability.

a. Equipment and Software. Equipment and software installed by Apex as part of the Project may be warranted by the manufacturer of such equipment or software. Apex shall convey all such factory warranty information to Customer and, in the event of a claim, shall assist Customer to a commercially reasonable extent in communicating with the applicable manufacturer and resolving such claim; provided, however, Apex offers no warranty with respect to any equipment or software included in the Project and shall not be liable for the payment of any amount with respect thereto. In addition, there shall be no warranty with respect to consumable items, including without limitation fuses, batteries and cards, used in connection with the Project.

b. Services. Apex warrants to the original Customer that all services provided by Apex in connection with the Project shall be free from defects in workmanship for a period of one (1) year from the date such services are provided.

c. Notice. Apex warrants to the original Customer that all services provided by Apex in connection with the Project shall be free from defects in workmanship to such claim.

d. Remedies. Customer's sole and exclusive remedy for equipment and software warranty claims shall be the remedy set forth in writing by the applicable manufacturer and as may be performed by such manufacturer upon submission of a claim by Customer. Customer's sole and exclusive remedy for service warranty claims shall be, at Apex's option and in its sole discretion, either (a) correction of the defective work by Apex, or (b) refund of that portion of the Project cost directly attributable to the defective work.

e. Limitations and Exclusions. The limited warranties set forth above are not transferable and shall not cover normal wear and tear, or damage resulting from shipping, storage, abuse, neglect, accidents, alterations, work performed by other service providers or improper operation. There shall be no warranties that extend beyond the description of expressed warranties on the face hereof and in the applicable manufacturer's written warranties relating to equipment and software. Apex hereby disclaims any and all other express or implied warranties including, without limitation, the implied warranties of merchant ability and fitness for a particular use. Furthermore, the customer hereby acknowledges and agrees to the exclusive remedies set forth above and hereby waives any claims to damages, including without limitation, any punitive, direct, indirect, general, special, incidental or consequential damages or lost profits, whether arising from tort, contract or any other legal or equitable theory.

5. General.

a. The Agreement shall not be assigned by Customer without the prior written consent of Apex. Any attempt by Customer to assign any of the rights, duties or obligations hereunder without such consent shall be void.

b. Customer acknowledges that it has not been induced to enter into the Agreement by any representation or warranty not set forth in the Agreement.

c. If any portion of the Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions thereof shall remain in effect.

d. If either party fails to enforce any right or remedy available to it under the Agreement, such failure shall not be construed as a waiver of any right or with respect to any other breach or failure by the other party.

e. The parties agree that the Agreement was negotiated and executed in the state of Idaho. Idaho law shall govern the Agreement and the parties hereby submit to the jurisdiction of the state and federal courts located in Idaho.

f. The Agreement is for the benefit of the parties hereto only and is not intended, and shall not be construed, to create any third-party beneficiaries.

The undersigned Customer hereby accepts and agrees to the terms and conditions set forth above, to the Proposal and to any applicable Software Support Agreement and/or Full-Service Agreement entered into by the parties in connection with the Project:

Client Signature: Emmett Independent School District

1-10-2023
Date

Jon Hetherington
Printed Name

Director of Technology
Title

208 365 3094
Phone Number

Billing Address:

119 N Wardell Ave
Emmett, Idaho 83617
208-365-6301

Jon Hetherington
Billing Contact

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