

FleetBoss Global Positioning Solutions, Inc.

Phone: (407) 265-9559
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 241 OBrien Road
 Fern Park, FL 32730



Quote

No.: **26811**
 Date: 2/26/2021

Prepared for:
 Richard Szpyrka
 Indian River County Public Works
 1801 27th St
 Building A
 Vero Beach, FL 32960 U.S.A.

Prepared by: Dan Lee
 Account No.: 35978
 Phone: (772) 226-1283

Quantity	Item ID	Description	UOM	Sell	Total
147	6009-VZWLTE	Telematics Plug and Play Vehicle Tracking Device <i>Feature: High quality 4G LTE plug-and-play Telematics measurement tool with I/O expandable support. Optional Wiring Harness: Vehicles utilizing An OBDII port can purchase a low Profile 4' Cable extension or "T" harness. Heavy Duty Vehicles may require a 6 or 9 pin harness depending on year, make and model.</i>	EA	\$0.00	\$0.00
147	SVC-USTR Tariff Fee	SVC-USTR Tariff Fee <i>On September 1, 2019 the United States Trade Representative (USTR) imposed a 15% tariff on each telematics vehicle tracking device presented on this quote.</i>	EA	\$0.00	\$0.00
147	SVC PRGM 6000 SERIES	6000 Series Programming & Activation Fee	EA	\$0.00	\$0.00
147	Shipping & Handling	Shipping & Handling	EA	\$0.00	\$0.00

Your Price: _____ **\$0.00**
Total: _____ **\$0.00**

Prices are firm until 3/8/2021 Terms: Prepaid

Prepared by: Dan Lee, dan.lee@fleetboss.com

Date: 2/26/2021

By signing this quote, you authorize us to electronically process your payment (including all monthly monitoring fees @ \$29.95 per vehicle per month for an initial period of 36 months), and agree to the FleetBoss Terms & Conditions as indicated below.

Use card on file: _____ or enter card information below.

Note: GPS Devices are shipped active.

Select Type: American Express _____ MasterCard _____ Visa _____ Discover _____

Name On Card: _____

Number: _____

Expires: _____

Billing Address (If different from above): _____

Card Identification Number : _____

Accepted by: _____

Date: _____

Disclaimer

FleetBoss Global Positioning Solutions, Inc.
Terms of Sale

In addition to the (1) the limited warranties that accompany the products and (2) the End User License Agreement ("EULA") that accompanies the software and/or is listed at <http://FleetBoss.com/EULA.html>, the following are the terms of sale ("Terms of Sale") under which FleetBoss Global Positioning Solutions, Inc. ("FleetBoss") sells products to you on this quote. By ordering products pursuant to this quote, you agree to be bound by these Terms of Sale. Unless we receive written notice from you at least 60 days prior to the expiration of the Initial Term (or any year thereafter) of your intention not to renew, this Agreement will automatically renew for an additional term of 12 months under the same terms and conditions. FleetBoss hereby rejects any additional or different terms which may be contained in any purchase orders, acknowledgements, forms, or other written or oral communications heretofore or hereafter received from you. The prices in this quote expire ten (10) days from its date, unless products are subsequently shipped by FleetBoss to you. Except as set forth in Section 4 (Return Policy) below, all payments are nonrefundable.

1. Shipment. FleetBoss will pack and ship all products in accordance with good commercial practices. Separate charges for shipping and handling will be added to the price of the products ordered. Several delivery options are available to you, including UPS and Federal Express. All delivery options are based on number of business days from the day of shipment. All shipments are F.O.B. FleetBoss' facility in Orlando or other FleetBoss designated loading point. If shipment as originally specified is delayed by you, FleetBoss reserves the right to store the products at your expense. All quoted delivery dates and/or periods are approximate.

2. Title and Risk of Loss. Except for software, title to the products and risk of loss or damage will pass to you upon shipment from FleetBoss' or its designee's facility. Title to software will remain with the applicable licensor(s). FleetBoss reserves the right to make partial shipments, which will not relieve you from your obligation to pay for remaining deliveries. Claims for loss or damage will be deemed waived unless presented to FleetBoss in writing within thirty (30) days of delivery of each shipment.

3. Custom or special-order items, once placed are non-cancellable, non-returnable and non-refundable. Except for product warranties provided by the specific manufacturer/provider. FleetBoss may, at their discretion, provide warranty assistance, however the warranty for the product ultimately lies with the 3rd party provider.

4. Taxes. You will be responsible for (and indemnify, defend, and hold FleetBoss harmless from) any and all federal, state, city, and/or local taxes on the products.

5. Acceptance by Shipment. FleetBoss will indicate its acceptance of your order by shipping to you the selected product(s). The banking, negotiation or other use of any payment will not constitute an acceptance by FleetBoss.

6. U.S. Addresses Only. FleetBoss will accept orders for shipment only to your location in the 50 United States or the District of Columbia. No shipments will be made outside the U.S. or to a P.O. Box address.

7. Warranties. The warranties for FleetBoss' products (including any software loaded into the products) are the limited warranties accompanying the products. FLEETBOSS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

8. Software. All software provided to you is licensed (not sold to you) in accordance with the End User License Agreement (EULA) that accompanies the software and/or is listed at <http://www.FleetBoss.com/eula.html>

9. LIMITATION OF LIABILITY. FLEETBOSS' AND FLEETBOSS' SUPPLIERS' LIABILITY IN CONNECTION WITH THESE TERMS OF SALE AND THE PRODUCTS SHALL BE LIMITED TO DIRECT DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONPERFORMANCE HEREUNDER BY FLEETBOSS OR FLEETBOSS' SUPPLIERS SHALL BE EXCUSED IF CAUSED BY AN ACT OR OMISSION OF A THIRD-PARTY SERVICE PROVIDER, EQUIPMENT FAILURE, ACTS OF GOD, STRIKES, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND FLEETBOSS' OR FLEETBOSS' SUPPLIERS' CONTROL. IN NO EVENT SHALL THE TOTAL LIABILITY OF FLEETBOSS AND FLEETBOSS' SUPPLIERS (WHETHER IN CONTRACT OR IN TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY) COLLECTIVELY EXCEED THE AMOUNTS PAID BY YOU FOR THE AFFECTED FLEETBOSS PRODUCT. IN NO EVENT WILL FLEETBOSS OR FLEETBOSS' SUPPLIERS BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOST DATA OR OTHER SPECIAL, INDIRECT, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER COMMERCIAL LOSS WHICH

YOU MAY INCUR OR EXPERIENCE IN CONNECTION WITH (A) THESE TERMS OF SALE, (B) ANY INABILITY TO USE THE PRODUCTS, (C) ANY INABILITY TO ACCESS DATA, OR (D) ANY INACCURACY OF DATA, EVEN IF FLEETBOSS, FLEETBOSS' SUPPLIERS, OR SUCH OTHER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Jurisdiction; Binding Arbitration; Attorneys' Fees. These Terms of Sale are entered into in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of its choice of law rules. In the event of a dispute between the parties regarding these Terms of Sale, each party to these Terms of Sale hereby agrees to submit to binding arbitration in the state and county of the principal place of business (or the state and county of domicile for individuals) of the non-petitioning party under the then-prevailing rules of the American Arbitration Association. Judgment upon any award in such binding arbitration may be entered and enforced in any court of competent jurisdiction. Notwithstanding any provision in these Terms of Sale to the contrary, you acknowledge that any breach of Section 9 (No Resale) will result in an irreparable injury for which money damages will not be an adequate remedy and that, in such event, FleetBoss shall be entitled to injunctive relief in addition to any other relief a court may deem proper. In the event of any arbitration or legal action to enforce these Terms of Sale, the prevailing party in such arbitration or legal action will be entitled to costs and attorneys fees. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

11. Notices All notices, service disputes, and/or warranty claims required pursuant to this Agreement, or any other issues by you based upon the Hardware, Software, Site, Services, and/or this Agreement, shall be made in writing by you and delivered directly to FleetBoss at 241 Obrien Rd., Fern Park, FL 32730.

12. Entire Agreement: This Agreement between you and FleetBoss in connection with the Hardware, Software, Site, and/or Services (or parts thereof) constitutes the entire agreement between FleetBoss and you, and supersedes all previous communications, representations, and agreements, whether oral or written, between you and FleetBoss with respect to the subject matter hereof. The failure by FleetBoss to enforce at any time any of the provisions in this Agreement will in no way be construed as a waiver of such provisions