



From | **Hiller Companies**
 637 Beal Parkway
 Ft. Walton Beach FL 32548
 (850) 659-7555

Quote No. | **0864155**
 Type | Inspection
 Prepared By | Kyle Flowers
 Created On | 07/10/2019
 Valid Until | 08/10/2019

Quote For | **GRAND PANAMA BEACH RESORT**
 GRAND PANAMA TOWER
 1
 11807 FRONT BEACH
 ROAD
 PANAMA CITY BEACH FL
 32407
 8502493521

Description of Work

Tech conducted the annual FE inspection at this location 7/3/19 and found the following needs service:

- 49 10# hydro tests due
- 10 10# 6yr maintenance due
- 5 condemned

Services to be completed

[Portable Extinguishers] Location - Building

- 49 10# hydro tests due
- 10 10# 6yr maintenance due
- 5 New 10# ABC

SUB TOTAL	\$3,708.00
TAX @ %	\$259.56
GRAND TOTAL	\$3,967.56

Terms and Conditions

**The Hiller Companies, Inc. Standard Terms and Conditions

****THESE STANDARD TERMS AND CONDITIONS (THESE TERMS AND CONDITIONS) ARE PART OF AND ARE INCORPORATED INTO THE QUOTE AND AGREEMENT TO WHICH THEY ARE ATTACHED (THE AGREEMENT) BETWEEN THE HILLER COMPANIES, INC. (HILLER) AND THE PARTY TO WHOM THE AGREEMENT IS ADDRESSED (CUSTOMER).**

Acceptance of Terms. The Agreement shall apply to and govern Hillers provision of goods or equipment (Products) and/or services (Services and together with Products, the Work) and shall become a binding contract between Customer and Hiller upon acceptance of the Agreement by Customer. Customer will be deemed to have accepted and be bound by the terms of the Agreement if any one or more of the following occur: (i) Customer authorizes or accepts all or any part of the Work; (ii) Customer and Hiller exchange electronic correspondence regarding the Agreement indicating that Customer has accepted the Agreement; or (iii) Customer signs the Agreement and returns a copy of the executed Agreement to Hiller. Customer agrees not to contest, or assert any defense to, the validity or enforce-ability of the Agreement accepted in accordance with this provision based on any law requiring agreements to be in writing or to be executed by the parties.

Notations and Clarifications. The price for the Work in the Agreement (the Price) is based upon Hiller having ready and unobstructed access to all areas

necessary to perform the Work and performance of the Work during Hillers normal working hours Monday through Friday excluding Saturdays, Sundays and holidays. Once a project begins, any delays will be subject to a billable change order. Any request by Customer for Work to be performed outside of Hillers normal working hours may be considered an extra. Payment terms are net thirty (30) days subject to credit department approval. No cash payments will be accepted.

Hiller proposes to furnish the Work in accordance with the governing NFPA Code and the drawings and specifications listed in the Agreement. Hiller is not required to ascertain that the Work is in accordance with applicable laws, ordinances, rules or regulations of local governing authorities (Local Requirements). Compliance with Local Requirements is the sole responsibility of Customer and/or their representative unless Customer notifies Hiller in writing of the Local Requirements prior to entering into the Agreement and Hiller specifically agrees to meet the Local Requirements in the Agreement.

Taxes. Unless expressly noted, all prices exclude present and future sales, use, privilege, occupation, license, excise, and other taxes in respect of manufacture, sales, delivery or use by Customer of the Work all of which shall be paid by Customer unless expressly included in the Price at the proper rate or a proper exemption certificate is furnished.

Alteration, Cancellation, Rescheduling & Returned Products. The Work under the Agreement cannot be altered or rescheduled except with the written consent of Hiller and upon terms which will indemnify Hiller against all loss occasioned thereby. All additional costs incurred by Hiller due to changes in design, specifications, modification, or revision of any Work or Product consented to by Hiller in writing will be subject to a billable change order and must be paid for by Customer. Products may be returned only when specifically authorized by Hiller. Customer will be charged for placing returned Products in a saleable condition, plus any sales expenses then incurred. In addition, Customer will pay a 25% restocking charge as well as outgoing and incoming transportation costs.

If Customer terminates or cancels the Agreement, in whole or in part, by written notice, Hiller will, upon receipt of the termination notice, cease the performance of the Agreement according to the written instructions of Customer. In such a case, Customer shall pay to Hiller (i) the value of the Agreement for Work which has been delivered, or has been completed or is in process less any prior payments, (ii) other committed costs prior to the termination notice, and (iii) 20% of the value of the Agreement.

Obsolescence. Hiller makes no warranty or guarantee of future certification or classification of provided or proposed Products by any government or certifying body or agency.

Shipping. Unless Customer specifies otherwise in writing: (a) Products will be boxed or crated as Hiller may deem proper for protection against normal handling, and extra charges will be assessed for preservation, waterproofing, export boxing and similar protection of Products; (b) routing and manner of shipment will be at Hillers discretion, and may be insured at Customers risk. Claims for shortages will be deemed to have been waived if not made in writing within ten (10) days after the receipt of the Product in respect of which any such shortage is claimed. Hiller is not responsible for loss or damage in transit after having received In Good Order receipt from the carrier. A claim or loss or damage in transit must be entered with the carrier and prosecuted by Customer. Acceptance of Products from a common carrier constitutes a waiver of any claims against Hiller for delay or damage or loss.

Security Interest. Hiller retains a security interest in all Products sold to Customer here-under until the purchase prices and other charges, if any, are paid in full. Upon request of Hiller, Customer will execute any document or furnish any notices necessary to perfect the security interest of Hiller in the Products sold here-under.

Operating Conditions. Recommendations are made upon the basis of operating conditions specified by Customer. If actual conditions are different from those specified and performance of the Work is adversely affected thereby, Customer will be responsible for the cost of all changes in the Work required to accommodate such conditions. In such event, Hiller reserves the right to cancel the Agreement, and Customer shall reimburse Hiller for all costs and expenses incurred in, and reasonable profit for, Work performed. Hiller will maintain a clean, safe work environment and will not be responsible for cleanup of other trades and will not be assessed general cleanup fees.

Liability Limitations. Indemnification. Under no circumstances shall Hiller have any liability for liquidated, collateral, consequential, or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, whether resulting from delays in delivery or performance, breach of warranty, negligent manufacture or otherwise. If the Work involves inspections at multiple sites of Customer, the liability of Hiller with respect to a claim or incident shall be limited to the portion of the Price paid by Customer allocable to the Work at the site where the claim or incident giving rise to liability occurred. In no event will the aggregate total liability of Hiller in connection with the Agreement, whether for breach of contract or warranty, negligence, or otherwise, exceed the Price paid by Customer. Customer agrees to indemnify and hold harmless Hiller from all claims in excess of these limitations. Hiller will not be liable for any and all structural strength members of the building required to support fire protection systems. Customer agrees that the amounts payable to Hiller here-under are based upon the value of the Work and liability limitations as herein set forth. If Customer desires Hiller to assume greater liability, the parties shall enter into a written amendment to the Agreement setting forth the amount of additional liability Hiller has agreed to assume and the additional amount payable by the Customer for the assumption by Hiller of such greater liability provided.

Warranty. Hiller warrants that the Work will be free from defects in materials and workmanship for a period of twelve (12) months from the date the Work was performed, provided (i) Products have been used, operated and maintained properly in accordance with Hillers instructions, (ii) such defects are not due to abuse, fire or decomposition by chemical or galvanic action, and (iii) such defects are not due to alterations, adjustments, attachments, modifications, changes to the layout of equipment or repairs performed or provided by persons other than Hillers authorized personnel. Customers sole and exclusive remedy with respect to Work found to be defective in materials or workmanship shall be the correction of such defective Work during the twelve (12) month warranty period. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND SUCH WARRANTIES ARE HEREBY DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION, PROMISE, CONDITION, INDUCEMENT OR ADVICE GIVEN BY HILLER, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER.

Notwithstanding the foregoing, Hiller shall have no responsibility for (i) normal wear and tear or (ii) work or services performed by others, and Hiller makes no warranty or guarantee with respect to any Product or materials not manufactured by it; provided, however, if any such Product or material is covered by a warranty from the manufacturer, Hiller will transfer the manufacturers warranty to Customer to the extent it is transferable.

Waiver of Subrogation. So far as it is permitted by Customers property insurance coverage, Customer hereby releases, discharges and agrees to hold Hiller harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customers premises whether said claims are made by Customer, Customers agents or Customers insurance company or other parties claiming under or through Customer. Customer agrees to indemnify Hiller against and defend and hold Hiller harmless from any action from subrogation which may be brought against Hiller by any insurer or insurance company or its agents, including the payment of all damages, expenses, costs and attorneys fees.

Loss, Damage or Delay for Causes beyond Hillers Control. Hiller shall not be liable for any loss, damage, or delay occasioned by causes beyond Hillers control, including, but not limited to, governmental actions or orders, embargoes, civil disobediences or unrest, strikes, differences with workmen, fires, floods, storms, material shortages, accidents, or transportation delays.

Progress Payments. Hiller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all Work performed on-site and off-site. If Customer becomes overdue in any progress payment, Hiller shall be entitled to suspend the Work and also to avail itself of any other legal remedies.

Assignment. The rights of Customer here-under shall neither be assignable nor transferable without the written consent of Hiller.

Attorneys Fees. Customer agrees to pay Hiller all costs and expenses (including reasonable attorneys fees and costs and collection charges) incurred in the collection of amounts due and payable under the Agreement and otherwise in enforcing the terms of the Agreement.

Governing Law; Venue for Dispute Resolution. Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the Laws of the State of Alabama, United States of America. The exclusive jurisdiction and venue for any action brought under or relating to the Agreement shall be either the Circuit Court for Mobile County, Alabama, or the United States District Court for the Southern District of Alabama. Customer expressly consents to, and irrevocably and unconditionally waives any objection to, exclusive jurisdiction and venue in either of said forums.

Waiver of Jury Trial. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE AGREEMENT.

Export Regulations. The item(s) contained herein may be subject to the International Traffics & Arms Regulations. Exports may require the prior written approval of the United States Government. Re-exports and Re-transfers must have prior written approval of Hiller.

Notices. All notices provided for or required under the Agreement will be in writing, and delivered personally, mailed or sent via express delivery service to the applicable party at the address specified on the first page of the Agreement. All notices will be deemed given when received. Either party may from time to time and in accordance with the procedures set forth in this provision specify a different address for receipt of notices. Third Party Beneficiary. It is further agreed that the liability limitations and the obligations of Customer set forth herein shall inure to the benefit of and apply to all parents, subsidiaries and affiliates of Hiller, whether direct or indirect, and their employees, officers and directors.

Entire Agreement; Modifications. The Agreement constitutes the entire agreement between Hiller and Customer and supersedes prior negotiations, representations, or agreements, either written or oral. Customer acknowledges and agrees that any purchase order issued by Customer is intended only to establish payment authority for Customers internal accounting purposes and shall not be considered a counteroffer, amendment, modification or other revision to the terms of the Agreement, and no terms or conditions included in any purchase order or other document issued by Customer will have any force or effect. No change, modification, or alteration of the Agreement shall be binding on Hiller, unless agreed to in a written amendment signed by Hiller that specifies in detail such modifications by identifying the specific paragraph or section of the Agreement being modified.

Counterparts; Email. The Agreement may be executed in any number of counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signed document transmitted by email will be treated in all manner and respects as an original document. The signature of a party will be considered for these purposes as an original signature and have the same binding legal effect as an original document.

Approved by Lee Waller on 7/26/2019 02:02pm from IP address 76.73.146.190