

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF AN AMBULANCE FROM PLILER INTERNATIONAL, INC.; AUTHORIZING A PURCHASE ORDER FOR QUOTE NO: Q3096-0001 FROM FRAZER, LTD. IN AN AMOUNT NOT TO EXCEED \$385,056.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the purchase of an ambulance from Pliier International, Inc., in conformance with Frazer, Ltd. Quote No. Q3096-0001.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The City Council hereby approves the purchase of an ambulance from Pliier International, Inc. pursuant to Frazer, Ltd. Quote No. Q3096-0001 in an amount not-to-exceed of \$385.056.00, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute a purchase order and such other documents as necessary to complete the purchase.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 23rd day of AUGUST, 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

Customer Quote



6/8/2022 4:22:46 PM

Estimate No: Q3096-0001
 Quote Date: 6/8/2022
 Expiration Date: 7/23/2022
 Salesperson:

Invoice To: 10012
 Matt Ferguson
 Addison Fire & EMS
 Town of Addison
 P. O. Box 9010
 Addison TX 75001
 US

Deliver To:
 Matt Ferguson
 Addison Fire & EMS
 Town of Addison
 P. O. Box 9010
 Addison TX 75001
 US

Order Instructions:

Limited Edition discount applied. Changes to this spec may change this discount eligibility.

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE	Type I 14' Module	1.00000000	EA	268,045.00000	268,045.00	USD
2	CHASSIS	2023 International CV515	1.00000000	EA	90,000.00000	90,000.00	USD

The estimated chassis price may change at the discretion of the chassis manufacturer

Due to policies and continued price increases outside of our control, it is our mutual interest to quote these chassis at a rate higher than the previous model years. We understand it's not easy to go back and ask for more funding. Once the chassis is built and delivered, we will adjust this amount to be in line with current pricing at that time. We are optimistic that the price will be less than what's currently quoted. The chassis dealer may require payment for the chassis upon arrival at the dealership.

3	14389-BLK	Bin-Hang/Stack, Large, Black	12.00000000	EA	22.00000	264.00	USD
4	14390-BLK	Bin-Hang/Stack, Small, Black	48.00000000	EA	14.00000	672.00	USD
5	14109	Regulator-Oxygen, Preset 50 PSI	1.00000000	EA	275.00000	275.00	USD
6	TM-100-20-UN	Surface Base-STANDARD SIZE	1.00000000	EA	900.00000	900.00	USD
7			1.00000000	EA	950.00000	950.00	USD

Frazer will accept returns up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock.

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Customer Quote



6/8/2022 4:22:46 PM

Estimate No: Q3096-0001
 Quote Date: 6/8/2022
 Expiration Date: 7/23/2022

Order Instructions:

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
8	TM-500-10-PFXT-RHS	Clamp Box-Safety Arm, Stryker	1.00000000	EA	950.00000	950.00	USD
9	TM-400-20-UN	Arm-Safety Arm System, Right Side	1.00000000	EA	32,000.00000	32,000.00	USD
10	STRYKER POWER-PRO XT	Stryker PowerPRO2	1.00000000	EA	1,000.00000	1,000.00	USD
11	HGAC-NEW	HGAC Fee for a New Unit	1.00000000	EA	0.00000	0.00	USD
	SpecDoc	Configurable item to create the SpecDoc					

Sale Amount: 395,056.00
Order Disc(2.5313%): -10,000.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 385,056.00

Net 30

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For your convenience, all pricing has been itemized below per quote Q3096-0001 for Addison Fire & EMS

Base Module	\$ 145,370.00
Chassis Exterior	\$ 21,725.00
Module Exterior	\$ 40,825.00
Chassis Interior	\$ 4,150.00
Module Interior	\$ 55,975.00
Total \$	268,045.00

Items included in above totals:

- 1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration \$ 5,350.00
- 2. This is a Triple K Unit \$ incl

Chassis Exterior:

- 3. Heat Shielding for Diesel Chassis \$ 1,750.00
- 4. Chassis : 2023 International CV 515 (Class 4), Diesel, 4x2, Regular Cab, 108" Cab to Axle, International Red (FLNA 3626) \$ incl
- 5. Suspension: LiquidSpring \$ 13,550.00
- 6. Wheel type: Factory Aluminum \$ incl
- 7. Road Force Elite tire and wheel balancing \$ incl
- 8. Grille Guard: Grille Guard with Wraparounds \$ 1,000.00
- 9. 10" and 12" Air Horns \$ 1,250.00
- 10. Compressor Type: Fast Recovery \$ 1,625.00
- 11. Switching Options: Momentary \$ 100.00
- 12. Siren Amplifier: Howler \$ 1,475.00
- 13. Window Tint (35% VLT) on Chassis Doors \$ 325.00
- 14. Passenger's side Grille Light: Whelen M4 Clear Light \$ incl
- 15. Driver's side Grille Light: Whelen M4 Red Light \$ incl
- 16. Passenger's side Intersect Light: Whelen M4 Red Light \$ incl
- 17. Driver's side Intersect Light: Whelen M4 Red Light \$ incl
- 18. Driver Fender Light: Whelen M4 Clear Light \$ 325.00
- 19. Passenger Fender Light: Whelen M4 Clear Light \$ 325.00

Chassis Exterior Subtotal \$ 21,725.00

Module Exterior:

- 20. Power Source: MEPS \$ 16,500.00
- 21. Module Paint Layout: Non-White One Tone - International Red (FLNA 3626) \$ 2,900.00
- 22. SuperTherm Coating on Module Roof \$ 1,475.00



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23. Rear Wall 3M Conspicuity Layout - Chevron : Yellow Base Color and Red - Translucent Overlay	\$ 1,750.00
24. Entry Door Conspicuity Layout - Squares : White Base Color	\$ 375.00
25. Compartment Conspicuity Layout - Strips : Yellow Base Color	\$ 200.00
26. Frazer Provided Graphics	\$ 3,000.00
27. Body Drop on the Passenger's Side Forward of Rear Wheels	\$ incl
28. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$ 250.00
29. Dri-Deck in Applicable Exterior Compartments	\$ 325.00
30. Ground Lights: Entry Doors	\$ 1,175.00
31. GTT Opticom (Infrared)	\$ 2,150.00
32. Opticom Switching: On with Primary and Cut-off with park	\$ incl
33. Shore Power: Single 30 Amp auto eject w/ Red cover on Rear Wall	\$ 525.00
34. Pigtail/Plug Option: Plug	\$ incl
35. Coax 1: Run coax from location 1 to Chassis	\$ incl
36. Coax 2: Run coax from location 2 to Chassis	\$ incl
37. Coax 3: Run coax from location 3 to Electrical Compartment	\$ incl
38. Coax 4: Run coax from location 4 to Electrical Compartment	\$ incl
39. *Note to Graphics: Do not install drip rails in areas where they would cover the pin stripe.	\$ incl
40. *Note to Graphics: Conspicuity strips on inside of compartment doors to be installed in L-shape, with vertical leg on inner, aft edge of the door; same Yellow base color as on rear wall.	\$ incl
41. Front Wall Light Layout: M Pattern Light	\$ incl
42. Front Wall Light #1: Whelen M6 Red Light	\$ incl
43. Front Wall Light #2: Whelen M6 Red Light	\$ incl
44. Front Wall Light #3: Whelen M6 Clear Light	\$ incl
45. Front Wall Light #4: Whelen M6 Red Light	\$ incl
46. Front Wall Light #5: Whelen M6 Red Light	\$ incl
47. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$ incl
48. Front Wall Passenger Box Light: Whelen M6 Red Light	\$ incl
49. Driver Wall Front Box Light: Whelen M6 Red Light	\$ incl
50. Driver Wall Rear Box Light: Whelen M6 Red Light	\$ incl
51. Driver Wheel Well Light: Whelen M6 Red/Clear Light	\$ 100.00
52. Scene Light Option: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$ 3,250.00



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53. O2 Compartment Style: 76" O2 Standup	\$	incl
54. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
55. O2 Cylinder Changing Wrench	\$	100.00
56. O2 Regulator - Ship Loose	\$	200.00
57. Intermediate Compartment Style: Left T-Split	\$	250.00
58. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
59. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
60. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	250.00
61. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	1,200.00
62. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	250.00
63. Module Window Option: Sliding Window	\$	incl
64. Window Tint (5% VLT) on Rear and Side Entry Doors	\$	325.00
65. Upper Rear Wall Light Layout: 3 Across	\$	incl
66. Upper Light #1: Whelen M6 Load Light	\$	incl
67. Upper Light #2: Whelen M6 Amber Light	\$	incl
68. Upper Light #3: Whelen M6 Load Light	\$	incl
69. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
70. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
71. Lower Light #3: Whelen M6 Red Light	\$	incl
72. Lower Light #4: Whelen M6 Red Light	\$	incl
73. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
74. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
75. Rear Backboard: 5" Compartment Shelf	\$	250.00
76. Lower BTTs: 2 M6 Lights on each side	\$	825.00
77. Rear Bumper	\$	incl
78. Door Grabbers	\$	incl
79. License Plate Light	\$	incl
80. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
81. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
82. Passenger Wheel Well Light: Whelen M6 Clear/Red Light	\$	100.00
83. Interior Step Option: Double Step Well	\$	incl
84. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl



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85. Door Locks on Entry Doors and Compartments	\$ 3,100.00
Module Exterior Subtotal	\$ 40,825.00

Chassis Interior:

86. Siren Speakers: Whelen SA 315 Speakers	\$ incl
87. Tap-2 on Primary Siren	\$ incl
88. Siren Option: Whelen C9 Siren in Console	\$ incl
89. Mic 1 shipped loose	\$ incl
90. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$ incl
91. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side)	\$ 525.00
92. Slot 2: Radio Plate: 7.5 L X 2.5 W opening dims	\$ incl
93. Slot 3: Single Slot Switch Panel	\$ incl
94. Slot 4: Siren 1	\$ incl
95. Console Switch Layout : Primary - Secondary - Air Horn - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank -	\$ incl
96. New Armrest	\$ 250.00
97. Console Layout: 4-Slot Console	\$ incl
98. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$ 775.00
99. Rear of Console: Single Mapholder	\$ 250.00
100. Chassis Rear Wall: 3 High Glove Box Holder	\$ 250.00
101. Camera System: Chevrolet OEM Back-up Camera System	\$ 600.00
102. Tremco Anti-Theft System	\$ 550.00
103. Aftermarket Vinyl Seats	\$ 950.00
Chassis Interior Subtotal	\$ 4,150.00

Module Interior:

104. Protek Cushions	\$ incl
105. Gunmetal Grey Interior	\$ incl
106. Stainless Steel Countertops	\$ incl
107. Safety Yellow Powdercoated Grab Rails	\$ 200.00
108. Stacked Cabinet with Medvault Opening and Refrigerator	\$ 3,100.00
109. Medvault w/ Wifi	\$ 3,150.00
110. Refrigerator Lock	\$ 275.00
111. (2) Glove Box Holders on the Front Wall	\$ 375.00
112. Module Heater : New	\$ 1,000.00



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113. Location 1: 8 Switch panel	\$	incl
114. Location 2: Single O2 Outlet	\$	incl
115. Location 3: Electric O2 panel with monitor	\$	2,000.00
116. Location 4: Thermostat	\$	incl
117. Location 6: Blank	\$	incl
118. Location 7: Blank	\$	incl
119. Location 8: Quad 120 VAC	\$	incl
120. Location 9: Suction	\$	incl
121. Door Lock Switch at Action Wall	\$	150.00
122. Kussmaul USB at Action Wall	\$	250.00
123. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Module Heater - Hi/Off/Low; Unlock/Lock; Kussmaul USB; Blank;	\$	incl
124. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,700.00
125. Sharps Container at Action Wall	\$	incl
126. Acrylic Holder at the Action Wall Cabinet	\$	incl
127. New 6pt Harness at the CPR Seat	\$	600.00
128. Duplex Outlet Aft CPR Area	\$	275.00
129. Cabinet Aft CPR Seat	\$	1,050.00
130. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
131. Two Seating Positions at the Squad Bench - 2 and 3	\$	incl
132. Harness Type for Seat Position 2: New 6pt Harness	\$	600.00
133. Harness Type for Seat Position 3: New 6pt Harness	\$	600.00
134. Acrylic Holder and Sharps at Squad Bench	\$	925.00
135. Triple Squad Bench Cabinet	\$	1,050.00
136. Trashcan With Lid at the Head of the Squad Bench	\$	incl
137. O2 Outlet Above the Front I/O	\$	incl
138. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
139. 2 High "D" Cylinder Holder in the Front I/O	\$	200.00
140. Duplex Outlet Above the Front I/O	\$	incl
141. 3 Wide Glove Box in the Side Entry Headknocker	\$	475.00
142. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$	5,225.00
143. O2 Outlet in Ceiling Raceway	\$	375.00
144. IV Hanger on Ceiling Raceway	\$	incl



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145. Overhead Grabrails on Both Sides	\$	250.00
146. IV Hanger on Squad Bench Ceiling	\$	incl
147. Head knocker options: With Clock only	\$	525.00
148. Stryker cot tower only (no antler and bar)	\$	incl
149. Floor Options: New Stryker Power-LOAD System	\$	30,800.00
150. Loncoin II Onyx Floor	\$	incl
151. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	825.00
	Module Interior Subtotal	\$ 55,975.00
152. Temporary Supply Chain Surcharge	\$	18,120.00



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Email this quote along with your PO
to Frazer, LTD at Sales@Frazerbilt.com

Remit To:

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a



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longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including



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agency personnel) (“Customer Group”) from and against any and all claims arising out of the Customer’s purchase, use, sale or incorporation of any Products purchased from Vendor into Customer’s products or equipment wherein it is claimed or alleged that Vendor’s Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor’s Products.

Customer Initials: AK

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer’s exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties’ agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor’s performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor’s failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor’s waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.



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LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).