

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 21st day of April, 2004, by and between Kustom Signals, Inc., a Kansas Corporation, whose address is 9325 Pflumm, Lenexa, GA 66215-1703 ("Seller") and THE CITY OF NAPLES, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Description/Proposal attached hereto and made a part of as Exhibit "A" subject to such terms as are set forth in the Description/Proposal and in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay the total sum of \$24,530.00 for the goods in accordance with the terms of this Agreement.

3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.

4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.

5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at City of Naples, 370 Riverside Circle Naples, Florida 34102. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.

6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.

7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.

8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.

9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer:

City of Naples  
Attention: Dr. Robert E. Lee, City Manager  
735 Eighth Street South  
Naples, Florida 34102-3796

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be

delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller:

**Kustom Signals, Inc.**  
**9325 Pflumm**  
**Lenexa, KS 66215-3347**  
**Attention: Rasika Kapur**

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

15. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

**ATTEST:**

**"SELLER":**

**Kustom Signals, Inc.**

(Corporate Seal)

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

**ATTEST:**

**"BUYER"**

City of Naples, Florida

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney



# Quotation

Date 03/02/2004

To: JANET MURPHY  
 NAPLES POLICE DEPT  
  
 355 RIVERSIDE CIRCLE  
 NAPLES FL 34102-5882

Quote # 213199873063556  
 Terms Net 30  
 This Quote Expires on 05/31/2004  
 Phone 239-213-4890  
 Fax 239-213-7105

Qty	Product Description	Unit Price	Sub Total
4	DIGITAL EYEWITNESS SYSTEM LOADED - DVD RAM/REMOV HD	\$5,795.00	\$23,180.00
2	FANTOM EXTERNAL DRIVE - USED TO VIEW DVD RAM DISKS	\$595.00	\$1,190.00
4	SHIPPING AND HANDLING	\$40.00	\$160.00
LOADED SYSTEMS INCLUDE:			
4	IN CAR MIC, SURE TALK TRANSMITTER, REAR CAM (CONSOLE)	\$0.00	\$0.00

**Total \$24,530.00**



9325 PFLUMM/LENEXA, KANSAS 66215-3347  
913/492-1400 FAX 913/492-1703  
www.kustomsignals.com  
SINCE 1965

## *Eyewitness<sup>®</sup> Warranty*

Kustom Signals, Inc. warrants the *Eyewitness<sup>®</sup>* Patrol Car Surveillance System to be free from defects in materials and workmanship for a period of one year from the date of delivery to the agency. If a malfunction occurs the system will be repaired or replaced at the option of Kustom Signals, Inc. without charge for materials or labor during the warranty period. Such items as batteries, transmitter carrying pouch, and microphone cables w/microphone and windscreen are considered consumable items and as such are not covered under this warranty. All shipping charges (both ways) will be at the expense of Kustom Signals, Inc. for the first ninety (90) days after delivery of the system; thereafter shipping charges from the agency to Kustom Signals, Inc. will be at the expense of the agency. Return shipping charges from Kustom Signals, Inc. to the agency will be at the sole expense of Kustom Signals, Inc. during the warranty period.

This warranty does not extend to finish, appearance items, or malfunction due to abuse, neglect, misuse, accidents, or operation under other than specified conditions.

All warranty repairs must be made by Kustom Signals, Inc., or an authorized service representative. To obtain additional service information, call Kustom Signals' Customer Service at 800/835-0156. This warranty supercedes any Original Equipment Manufacturers (OEM) warranties which may be provided by individual manufacturers of subsystems contained within *Eyewitness<sup>®</sup>*.

Extended warranty agreements are available by contacting your District Manager or Customer Service.

05/11/2000