

## **AGREEMENT FOR PURCHASE AND SALE OF GOODS**

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this 7<sup>th</sup> day of March, 2007, by and between **Communications International, Inc., whose address is 1100 Commercial Boulevard, Suite 109 Naples, FL 34104** ("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 **an amount not-to-exceed \$104,909.70** 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, attached hereto and made a part of as Exhibit "B", 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:

**Communications International, Inc.**  
**1100 Commercial Boulevard, Suite 109**  
**Naples, Florida 34104**

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:

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

ATTEST:

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

Approved as to form and legal sufficiency:

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

"SELLER":

**Communications International, Inc.**  
(Corporate Seal)

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

"BUYER"

City of Naples, Florida

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



QUOTATION

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Date	1/31/2007
Quote Number	QTE7000178

<b>Bill To</b> Naples Public Works, City of 380 Riverside Circle Naples, FL., 34102	<b>Site</b> Naples Public Works, City of 380 Riverside Circle Naples, FL., 34102
	<b>Contact</b> Ben Copeland Voice: 239-213-4705 Fax: 239-213-4799

Site Number	Description	Salesperson	Customer Reference
NAP125MAIN	P5150 Edacs Scan (55) and P7	John Gonzalez	

Description	Quantity	Unit	Amount	Discount	Total
<b><u>P5150 Edacs Scan (55)</u></b>					
MAHMS8DXX - Portable, P5150 Scan, Edacs, 806-870 MHz	55.00	Each	2,025.00	27,843.75	83,531.25
MAHMPA9P - Battery, NiCAD Extra HiCap, for P5100	55.00	Each	100.00	1,375.00	4,125.00
MAHMCH9E - Rapid Desk Charger for P5100	55.00	Each	120.00	1,650.00	4,950.00
MAHMNC5K - Antenna,806-870 MHz,Flexible End Fed Gain	55.00	Each	30.00	412.50	1,237.50
MAHMHC7P - Metal Belt Clip	55.00	Each	16.00	220.00	660.00
<b><u>P7170 Edacs System (2)</u></b>					
HT7170T81X - Jaguar P7170 806-870Mhz System Portable	2.00	Each	2,020.00	1,010.00	3,030.00
HTED - Feature Package, Edacs Trunking Oper. (incl. Conv. Oper.)	2.00	Each	1,095.00	547.50	1,642.50
HTPL1X - ProScan Advanced Network Roaming	2.00	Each	305.00	152.50	457.50
HTPL3R - 800 System/Groups Feature for P7170	2.00	Each	205.00	102.50	307.50
HTPA9P - Battery,Nimh,Extra Hi Capacity,DR BKB191210/44	2.00	Each	100.00	50.00	150.00
HTCH9E - Charger,Desk,Rapid,120/230VAC BML16178/6	2.00	Each	120.00	60.00	180.00
HTNC5K - Antenna,800M,Flexible End Fed(Gain)<IS> KRE1011506/1	2.00	Each	30.00	15.00	45.00
HTHC7P - Metal Belt Clip KRY1011647/1	2.00	Each	16.00	8.00	24.00
Program, Portable Scan	57.00	Each	45.00	0.00	2,565.00
Shipping/Handling	57.00	Each	15.00	0.00	855.00
<b><u>Enhance Vehicular Charger</u></b>					



**QUOTATION**

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Date	1/31/2007
Quote Number	QTE7000178

Description	Quantity	Unit	Amount	Discount	Total
H2VPDE - Charger, Vehicular, Enhanced Dual Pos. Jag 700P BML16167/172	1.00	Each	1,255.00	313.75	941.25
NMO KUD - Coax Kit 17'	1.00	Each	14.40	0.00	14.40
NMQ800B - Base/whp uty 806-896MHz ant 1/4 wave	1.00	Each	23.50	0.00	23.50
RFT12022T - TNC Male crimp plug RG-58U	1.00	Each	3.55	0.00	3.55
Install - Enhanced Charger	1.00	Each	141.75	0.00	141.75
Shipping/Handling	1.00	Each	25.00	0.00	25.00

Prices quoted are valid for (30) Days from Document Date.  
 All orders are subject to shipping & handling charges.  
 All warranties are manufacture's warranties.

Services	3,586.75
Items	135,083.45
<b>S/Total</b>	<b>138,670.20</b>
Less Discount	33,760.50
Less Cover	0.00
Plus Tax	0.00
<b>Total Due (USD)</b>	<b>104,909.70</b>

By signing this Quotation and/or submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Communications Int'l. Inc's Terms and Conditions of Sale Service and Technical Support.

**IN AN AMOUNT NOT-TO-EXCEED \$ 104,909.70**



## 14 WARRANTY

- A. M/A-COM, Inc. (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-M/A-COM Equipment, Seller gives no warranty; and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7048).
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only.
  2. for parts and accessories (except as noted in B.1) sold by Seller's Service Parts Operation, ninety (90) days.
  3. for PANTHER™ Series handportable and mobile radios, two (2) years.
  4. for all other equipment of Seller's manufacture, one (1) year.
- C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3 and B.4. To be eligible for no-charge labor, service must be performed at a M/A-COM factory, by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles from the Service Center or other approved Servicer's place of business will include a charge for transportation.
- D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

This warranty applies only within the United States.

M/A-COM, Inc.  
1011 Pawtucket Blvd  
Lowell, MA 01853  
1-877-OPENSKY

M/A-COM, Inc.  
221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
1-800-528-7711

ECR-7047C