

# West Shore Services, Inc.

6620 Lake Michigan Dr.  
PO Box 188  
Allendale, MI 49401

Phone: 616-895-4347  
Fax: 616-895-7158

# QUOTE

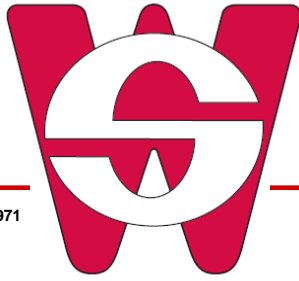
Date	Quote #
4/9/2026	6629

Name / Address
PLAINFIELD CHARTER TOWNSHIP 6161 BELMONT AVE NE BELMONT, MI 49306

Terms	Project Name
Net 30	New 2001 Equinox

Item	Description	Qty	Rate	Total
	2026 PRICING VALID THROUGH MARCH 31, 2027 ***THIS SIREN IS QUOTED FOR PINE GROVE. COSTS ARE TO BE SPLIT BETWEEN PLAINFIELD TOWNSHIP AND ALPINE TOWNSHIP***			
2001-130	SIREN,DC,ROTATING, 130 dB	1		0.00
DCFCTBDH	CNTRL, DIGITAL, 150-174 MHZ	1		0.00
2001TRBP	TRANSFORMER RECTIFIER PLUS	1		0.00
OMNI-4	ANTENNA, 152-156MHZ VHF	1		0.00
AMB-P	ANTENNA MOUNTING BRACKET, POLE	1		0.00
TK-I-2001ADC-Z2	2001AC-DC Std Install, 4 batt, site opt, 50' CL2 Pole, Z2	1		0.00
TOTAL	TOTAL OF ABOVE	1	32,754.00	32,754.00
TK-S-CPSYSOP-CU	System Optimization at Existing Control Point	1	900.00	900.00
Terms	Please note: Attached Sales Agreement Terms and Conditions apply. Sales tax and Shipping not included unless otherwise shown. Electrical service by others unless otherwise quoted. Required permits and/or licenses are the responsibility of others. WSS is not responsible for rock drilling or differing site conditions; if discovered extra charges will apply.  Package Price – Line item price not available separately and/or for lesser quantities. In case of scope or quantity changes, West Shore reserves the right to modify quote.			0.00

<b>Subtotal</b>		\$33,654.00
<b>Sales Tax (6.0%)</b>		\$0.00
<b>Total</b>		\$33,654.00



Est. 1971

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## SALES AGREEMENT

**Agreement.** This agreement (the "Agreement") between West Shore Services, Inc. ("WSS") and Buyer for the sale of the products and services described in WSS's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between WSS and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of WSS and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by WSS or upon WSS's written consent. WSS objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to WSS unless specifically agreed to by WSS in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant, or explain this Agreement, shall not be binding on WSS. This Agreement shall be for the benefit of WSS and Buyer only and not for the benefit of any other person.

**Termination.** This Agreement may be terminated only upon WSS's written consent. IF WSS shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by WSS, shall pay termination charges based upon expenses and costs incurred in the assembly of its products on in the performance of the services to the date such termination is accepted by WSS including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, WSS shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

**Price/Shipping/Payment.** Depending on product purchased, prices are F.O.B. UNIVERSITY PARK, IL and/or ALLENDALE, MI. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of WSS, and Buyer shall pay for each such shipment separately. WSS may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. WSS will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by WSS are due 30 days from date of invoice, except that payment terms for turn-key sales of products and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

**Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by WSS to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

**Hold Harmless.** Buyer, shall hold WSS harmless from and shall indemnify WSS against any claim, liability, loss or damage, including the attendant costs of litigation, arising out of or directly related to any contract entered into with a customer of the Buyer or potential customer, provided expressly that the claim, liability, loss or damage is caused by or directly related to: (i) the use of the Products; (ii) the Services provided by the Buyer; (iii) any act or omission of the Buyer related to any claim of infringement of any intellectual property rights of third parties; and (iv) for any violation by the Buyer of any laws or applicable regulations governing the use or sale of the Products or Services of the Buyer, which is brought against WSS relating to the activities of WSS contemplated by this Agreement. This provision shall apply ONLY if Buyer is notified of such matter described herein by the WSS within five (5) business days of WSS's notice of such matter, regardless of form of notice or knowledge. Buyer reserves all rights to directly defend itself in any such proceedings, and shall have the absolute right to direct the defense of WSS with respect thereto.

WSS shall hold the Buyer harmless and shall save, defend and indemnify the Buyer against any and all claims, demands, liabilities, suits and other proceedings, including any resulting costs of defense and damages, which arise out of or occur as a result from the conduct of WSS, including, but not limited to, misrepresentations regarding the Products or Services provided by WSS, breach of contract, breach of his duties hereunder and engaging in misleading or deceptive sales practices. WSS shall have the absolute right to direct and control its defense of any such matter arising as a result of the same.

**Taxes.** Price quotes by WSS do not include taxes. Buyer shall pay WSS, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by WSS from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to WSS before the date of the invoice.

**Delivery.** Although WSS shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by WSS of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

**Returns.** Buyer may return shipped product to WSS only upon WSS's prior written consent (such consent to be in the sole discretion of WSS) and upon terms specified by WSS, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by WSS. Agents of WSS are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

**Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in WSS's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by WSS within 30 days of Buyer's receipt of the product or WSS's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

**Limited Warranty.** WSS warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from the delivery to Buyer (one-year for informers and all software products, five years of 2001 & ECLIPSE Series siren head). During this warranty WSS will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. WSS will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other WSS's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, not to units with problems due to service or modification by other than a WSS warranty service center. WSS will provide on-site warranty service during the first 60 days after the completion of the installation when WSS has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL WSS BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL WSS'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OF THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

**Patents.** WSS shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person or infringement of any United States Patent by product manufactured by WSS, but if Buyer furnished product of system design specifications to WSS, Buyer shall hold WSS harmless against any infringement claim consisting of the use of product manufactured by WSS in accordance with Buyer's products or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by WSS is held to infringe any patent and its use is enjoined by any competent court of law, WSS, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product, either by suspension of the injunction, by securing for Buyer, a license or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. WSS makes no warranty that its product will be delivered free of a valid claim by a third person of infringement of the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

**Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without WSS's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

**Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

**Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by WSS.

**Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Michigan. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state of federal courts in Kent or Ottawa County, Michigan. Whenever a term defined by the Uniform Commercial Code as adopted in Michigan is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action had accrued.

**Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation to work from and to store equipment overnight.

**Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by WSS to meet or exceed all national, state, and local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

**Radio Frequency Interference.** WSS is not responsible for RF transmission and reception affected by system interference beyond its control.

**Installation Site Approval.** Buyer must provide signed documentation to WSS such as the "WARNING SITE SURVEY" or a document with the equivalent information, that WSS is authorized to commence installation at the site designated by Buyer before WSS will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by WSS for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

**AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by WSS. All indoor installations assume AC power is available with 10 feet of the installation location.

**Permits & Easements.** Unless specifically quoted, buyer is responsible for obtaining all required easements and/or permits, along with any fees required for installation.

**Soil Conditions Clause.** In the event of poor site conditions including but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet manufacturers specifications, WSS will direct installation crews to attempt pole installation for a maximum of two (2) hours. Buyer approval will be sought when pole installation exceeds two (2) hours and WSS cannot obtain approval in a timely manner to proceed with extra work.

**Contaminated Sites.** WSS is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. WSS will not knowingly approve installation at any site containing contaminants. Buyer must inform WSS when known or suspected soil contaminants exist at any intended installation site.

**Site Cleanup.** Basic installation site cleanup include installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

**Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

**Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

**Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

**Safety Requirements & Compliance.** WSS requires that all employees and subcontractors follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of WSS equipment. Additional safety compliance requirements by Buyer, such as, but not limited to, additional training or testing, may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

**Project Delays.** WSS shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of WSS, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond WSS's reasonable control, whether similar or dissimilar to the foregoing.