First Amendment to Master Price Agreement for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS

Product Line Discount Clarification

This Amendment to the Master Price Agreement is entered into this 17th day of November 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and FERNO WASHINGTON, INC. ("Vendor") based upon the sales and/or service of Public Safety Medical Supplies, Equipment & Monitors.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20170 on or about August 24, 2020, and by this reference incorporated herein; and

WHEREAS, Vendor desires to clarify the percentage off list price for two product categories on Attachment A of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 15, 2022, to clarify the Percentage off List Price for the product category Immobilization and Supplies and Patient Handling and Transport on Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the clarification.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Line Discount Clarification**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following clarification:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price*
MEDICAL PRODUCTS AND SUPPLIES	
• IMMOBILIZATION AND SUPPLIES	20% OR 23%*
• PATIENT HANDLING AND TRANSPORT	20% OR 23%*

*The discount is either 20% or 23% depending on the specific product within the category

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about August 24, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihill
A49AFD929F7246E...

Date November 18, 2022 | 10:09 AM PST

BY: Patty Mulvihill
ITS: Interim Executive Director

FERNO WASHINGTON, INC.

DocuSigned by:
Kindra Watson
0F395177905E45A...

Date November 18, 2022 | 9:59 AM PST

BY: Kindra Watson
ITS: Sales Trainer & Marketing Support

DocuSign

Certificate Of Completion

Envelope Id: B487FC4AFD864B17AF5966A23AA7D63E		Status: Completed
Subject: Complete with DocuSign: Amendment 1 MPA 1935 Ferno FINAL.pdf		
Source Envelope:		
Document Pages: 3	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Marshall Stiles
AutoNav: Enabled		17930 International Boulevard
EnvelopeId Stamping: Enabled		Suite 900
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		SeaTac, WA 98188
		marshall.stiles@mynpp.com
		IP Address: 4.79.109.94

Record Tracking

Status: Original 11/17/2022 11:04:44 AM	Holder: Marshall Stiles marshall.stiles@mynpp.com	Location: DocuSign

Signer Events	Signature	Timestamp
Kindra Watson k.watson@ferno.com Sales Trainer & Marketing Support Security Level: Email, Account Authentication (None)	DocuSigned by: Kindra Watson 0F395177905E45A... Signature Adoption: Pre-selected Style Using IP Address: 174.205.40.50	Sent: 11/17/2022 11:07:06 AM Viewed: 11/18/2022 9:58:02 AM Signed: 11/18/2022 9:59:28 AM

Electronic Record and Signature Disclosure:
Accepted: 11/18/2022 9:58:02 AM
ID: 7ee4297b-f1cc-4bea-8ed4-a166142b8d1b

Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 74.85.99.15	Sent: 11/18/2022 10:06:14 AM Viewed: 11/18/2022 10:09:27 AM Signed: 11/18/2022 10:09:43 AM

Electronic Record and Signature Disclosure:
Accepted: 11/18/2022 10:09:27 AM
ID: 3fcdab70-b39c-4c9e-ac93-29a1196d8c1b

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 98.232.37.85	Sent: 11/18/2022 9:59:30 AM Viewed: 11/18/2022 10:06:13 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2022 11:07:06 AM
Certified Delivered	Security Checked	11/18/2022 10:09:27 AM
Signing Complete	Security Checked	11/18/2022 10:09:43 AM
Completed	Security Checked	11/18/2022 10:09:43 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and FERNO WASHINGTON, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1935 for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1935 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

FERNO WASHINGTON, INC.
70 Weil Way
Wilmington, OH 45177
ATTN: Kris Turner
Email: k.turner@ferno.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: DocuSigned by: [signature] 38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 8/24/2020

VENDOR:

Signature: DocuSigned by: Kris Turner 6E70E469BBD6413...

Printed Name: Kris Turner

Title: Director, US EMS National Accounts

FERNO WASHINGTON, INC.

Dated: 8/24/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
MEDICAL PRODUCTS AND SUPPLIES	
• AIRWAY	23%
• BAGS & CASES	23%
• PERSONAL PROTECTION EQUIPMENT (EMS)	23%
• FLUID ADMINISTRATION/VASCULAR ACCESS	-
• IMMOBILIZATION AND SUPPLIES	20% and 23%
• INFECTION CONTROL	-
• INSTRUMENTATION	-
• KITS	23%
• LIGHTS & FLASHLIGHTS	-
• LINEN	-
• OXYGEN DELIVERY	-
• PATIENT HANDLING AND TRANSPORT	20% and 23%
• RESUSCITATION EQUIPMENT	23%
• TACTICAL MEDICINE	-
• TRAINING AND SIMULATION	-
• TRAUMA	23%
• VEHICLE ACCESSORIES	-
• WMP PREPAREDNESS	-
• WOUND CARE	-
PHARMACEUTICLAS	-
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS	-
MEDICAL LIFE SUPPORT EQUIPMENT	23%
MEDICAL INVENTORY MANAGEMENT SYSTEMS	-
INSTALLION, SERVICE AND MAINTENANCE	-
OTHER	-

Ferno is offering a 23% and 20% fixed discount on the Ferno Emergency Patient Handling Equipment product line.

The enclosed Ferno pricelist is noted with the offered NPP Net Price and the page footer is noted with the discount percentage.

To clarify the following have a 20% less list price discount all other products at 23% less list price:

- POWERX1 and accessories - 20% less list.
- Kangoofix - 20% less list.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

01831500 01-1-00 262307 SV

SALES TERMS AND CONDITIONS

(1) **ACCEPTANCE**: THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE FRONT SIDE HEREOF CONSTITUTE ALL THE TERMS OF THIS AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND FERNO. ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT OR EMPLOYEE OF FERNO THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO EFFECT. Any additional contradictory or different terms contained in any initial or subsequent order or communication from Buyer pertaining to the goods described on the front side hereof are hereby objected to and shall be of no effect. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to the approval by Ferno at its offices in Wilmington, Ohio. No waiver or alteration of terms herein shall be binding unless in writing and signed by an executive officer of Ferno.

(2) **PRICE**: The price is stated on the face side hereof. Buyer shall reimburse Ferno for any excise, sales or use taxes or permit fees incident to this transaction for which Ferno may be liable or which Ferno is required by law to collect. Buyer also shall be responsible for the cost (and any related fees) of any modification to comply with local and state statutes, rules or building codes. A SERVICE CHARGE OF 1-1/2% PER MONTH (18% PER YEAR) OR SUCH LESSER RATE AS SHALL BE THE MAXIMUM RATE LEGALLY PERMITTED SHALL BE ADDED TO ANY PAST DUE INVOICE BALANCES UNTIL PAID IN FULL. BUYER SHALL BE LIABLE FOR ALL COSTS AND/OR EXPENSES, INCLUDING LEGAL EXPENSES AND REASONABLE ATTORNEY'S FEES, INCURRED BY FERNO IN EXERCISING ANY OF ITS RIGHTS OR REMEDIES.

(3) **DELIVERY-DELAYS**: Ferno will make every effort to adhere to the delivery schedule specified on the face hereof, but no obligation to do so is assumed. Ferno shall not be responsible or liable for any loss, damage, delay or failure to perform, in whole or in part, directly or indirectly, resulting from and/or contributed to by reason of, including but not limited too, acts of God, war, riot, embargoes, acts or requirements of governmental or military authorities, fires, floods, severe weather, accidents, quarantines, restrictions, factory conditions, strikes, delays in transportation, shortage of cars, fuel, labor or materials, or any other costs beyond the control of Ferno. Ferno shall in no event be responsible for remote, incidental or consequential damages.

(4) **DEFAULT OF BUYER**: Ferno shall not be required to proceed or continue with performance of Buyer's order while Buyer is in default under this or any other contract with Ferno. If Buyer's financial condition is found to be or becomes unsatisfactory to the Ferno during the terms of this contract, Ferno may terminate this contract and also terminate all other contracts covering sales to Buyer of Ferno's goods whether or not Buyer may otherwise be in default and no rights shall accrue to Buyer against Ferno on account of such termination period.

(5) **LIMITED WARRANTY**: Ferno products are warranted to be free from defects in material and workmanship for a period of one year, except as follows: • Ambulance Cots, Ambulance Transporters, Lift Off Stretchers and Fasteners are warranted for 2 years. • EZ-Glide® Chairs and PowerTraxx® Retrofit Kits are warranted for 2 years. • 59-E Evacuation Chairs are warranted for 15 years. • Mortuary products are warranted for 2 years. • Soft goods(webbing, vinyl, fabric, foam, etc.)are warranted for 90 days. • Batteries, Chargers and Integrated Charging Systems are warranted for 2 years. • EMS bags (replaceable bottom excluded) are warranted for lifetime replacement. • Backboards are warranted for 5 years. • Second stock and demo products are warranted for 90 days. • Welds are warranted for lifetime. • Ferno repairs are warranted for 90 days from the date of repair. • *INTRAXX* Wall Tracks are warranted for lifetime replacement. • *INTRAXX* Components are warranted for 2 years. • External finishes (gelcoat, paint, powdercoat, decals, etc.) are warranted for 90 days. This limited warranty applies only when you use and care for the product as described in the instructions provided with the product. Improper use and care may void this warranty. The warranty period begins the date the product was first purchased by you as the original end-user or the date you as the original end-user receive it if you have proof of the delivery date. This Limited Warranty is not transferable or assignable in any manner. Shipping charges are not covered by this limited warranty. Ferno is not liable for shipping damages or damages sustained through using the product. Non-Ferno products sold by Ferno retain the product manufacturer's original warranties and guarantees. Such warranties and guarantees, if any, are solely those of the product manufacturer. Ferno offers no warranties or guarantees of any kind additional to those of the product manufacturer, nor does Ferno assume any liability for products manufactured by others. **Limitation of Liability**: If a product is proven defective, Ferno will repair or replace it, or, at its option, refund the item's purchase price. In no event is Ferno liable for more than the selling price of the product. The purchaser accepts these terms in lieu of all damages. **Except for the limited warranty above, Ferno makes no other warranties, either expressed or implied. Ferno makes no implied warranties of merchantability and fitness for a particular purpose for its own product or for the products of others. In no event will Ferno be liable for any indirect or consequential damages sustained in connection with the delivery, use, or performance of its products. Under breach of limited warranty any legal action for breach of the limited warranty must be filed within one year of the date the breach is or should have been discovered.** Limited Warranty Claim and Disputes Contact Ferno Customer Service promptly if you receive a product from Ferno that you suspect is defective. A representative will assist you with the claim procedure. Before sending any product to Ferno obtain a return authorization number from Ferno Customer Service.

Ferno-Washington, Inc. Telephone ....800.733.3766 / 937.382.1451
70 Weil Way Fax 800.388.1349
Wilmington, OH 45177-9371 Email .... support@ferno.com

(6) **COT FASTENER DISCLAIMER**: Ferno cot fasteners are designed for use only with Ferno cots. **NO WARRANTY OR REPRESENTATION IS MADE WITH RESPECT TO THE ADAPTABILITY OR SUITABILITY OF COT FASTENERS FOR USE WITH COTS (OTHER THAN FERNO COTS), AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR SUCH PURPOSES, ARE EXPRESSLY DISCLAIMED.**

(7) **NUMBERED CLAIMS**: Claims for shortages must be made within 45 days of receipt of shipment. Claims for non-receipt of shipment must be made within 20 days of proposed delivery date. If Ferno has agreed to pay any transportation charges, claims for such charges must be made within 90 days of shipping date.

(8) **RETURN POLICY**: Please report any shipment error immediately upon receipt by calling Ferno Customer Relations at 877.733.0911. If we make an error filling or shipping your order, we will gladly rectify the mistake at no cost to you. Prior to returning any merchandise, contact Ferno Customer Relations for a Return Material Authorization Number and a return shipping address, and be sure to have your invoice or packing slip available. Note: Returned merchandise must be sent freight prepaid and must be received in new and salable condition. Items returned because of customer preference are subject to a 20% restocking fee. Items that are damaged or not in 1st stock condition will be subject to a 50% restocking fee. Some goods may not be returned for credit. Such goods include sterilized items, rubber items, items more than 90 days old, and special orders.

(9) **PATENTS, TRADEMARKS, ETC.**: Buyer will protect and indemnify Ferno against all claims of infringement of patents, trademarks or other intellectual property and claims of wrongful use of designs or defective designs or trademarks or trade names. Buyer agrees the trademarks, trade names and other designations used on or in connection with products sold to Buyer are the exclusive property of Ferno. Buyer shall not use Ferno's trademarks in any manner which may dilute, impair or adversely affect said trademarks, including using the trademarks as part of Buyer's name or to identify Buyer's business in any way.

(10) **PRODUCT LIABILITY**: Buyer will protect and indemnify Ferno against all claims, including but not limited too, of product liability for custom products manufactured wholly or partially to Buyer's designs, specifications, changes or modifications. Buyer will protect and indemnify Ferno against all claims, including but not limited too, of product liability for designs, specifications, changes or modifications made by Buyer after product delivery.

(11) **SHIPMENTS**: **Check shipment when received. Freight damage must be reported to carrier within 48 hours.** All shipments are FOB Ferno. Accordingly, after shipment of products to carrier, all risk of damage too, loss or destruction of the product shall be borne by Buyer. Shipment may be made by the method or carrier Ferno deems most feasible.

(12) **LEGAL COMPLIANCE**: Buyer shall be solely responsible for compliance with local and state statutes, rules and regulations and building codes pertaining to the use and installation of the products.

(13) **GOVERNING LAW**: This contract shall be governed by and construed according to the laws of the State of Ohio and the United States of America.

(14) **COMPLETE AGREEMENT**: The terms and conditions on both sides of this document, the User's Manual, operating instructions and specifications constitute the entire contract between Buyer and Ferno, and no change or waiver of any such terms shall be effective unless in writing and signed by an officer of Ferno.

(15) **WAIVER**: Waiver by Ferno of any provision of this proposal or of Buyer's breach of any provision of this order shall not constitute a waiver of future compliance there with, any such provisions shall remain in full force and effect. No act, conduct of failure to act of Ferno shall constitute a waiver of any provision contained herein unless such waiver is in writing and signed by an officer of Ferno.

(16) **INTERNATIONAL SALES**: Notwithstanding any provision to the contrary herein, any international sale shall be subject to the following: (a) all trade terms identified herein shall be governed by the meanings assigned in Incoterms 1990; (b) Ferno and Buyer hereby agree that the sales contract shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to the principals of conflicts of law and hereby further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the terms hereof; (c) any suit, action, or proceeding arising out of the state hereof shall be instituted by either party in the courts of the State of Ohio, Clinton County, or United States District Court for the Southern District of Ohio, Western Division, and Ferno and Buyer irrevocably and unconditionally submit and consent to the jurisdiction and venue of any such court for such purpose, and each waives any obligation it may have as to the venue of any dispute arising out of or in connection with this transaction; and (d) payment terms shall be as set forth on the cover of the invoice, with Ferno reserving at all times the right to demand a confirmed letter of credit at Buyer's full cost and expense or other security of payment in Ferno's sole discretion.

(17) **FORCE MAJEURE**: Ferno shall not be liable for any loss, damage, delay, changes in shipment, schedules or failure to deliver, whether arising in tort, contract or warranty, caused by accident, fire, strike, riot, civil commotion, embargo, failure of carrier, inability to obtain transportation facilities, foreign or local government requirements, acts of God, prior orders from customers or limitations on Ferno's or its suppliers' production, or any other causes or contingency beyond Ferno's control. In any such event, Ferno shall not be liable for any consequential, incidental or special damages to Buyer.

SLSTERM.DOC.5.2019

DocuSign SECURED

Certificate Of Completion

Envelope Id: FDDCA8A8B75A49568A096617E9B48139		Status: Completed
Subject: Please DocuSign: MPA 1935 LOC and Ferno EMS.pdf		
Source Envelope:		
Document Pages: 17	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Bill DeMars
AutoNav: Enabled		1100 Olive Way
EnvelopeId Stamping: Enabled		Suite 1020
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Seattle, WA 98101
		bill.demars@nppgov.com
		IP Address: 24.16.218.197

Record Tracking

Status: Original 7/7/2020 8:26:09 AM	Holder: Bill DeMars bill.demars@nppgov.com	Location: DocuSign

Signer Events	Signature	Timestamp
Kris Turner k.turner@ferno.com Director, US EMS National Accounts Security Level: Email, Account Authentication (None)	DocuSigned by: Kris Turner 6E70E469BBD6413... Signature Adoption: Pre-selected Style Using IP Address: 174.126.30.45	Sent: 7/7/2020 8:34:32 AM Resent: 7/22/2020 9:07:06 AM Resent: 8/17/2020 5:48:42 PM Viewed: 8/11/2020 9:58:53 AM Signed: 8/24/2020 6:32:12 AM
Electronic Record and Signature Disclosure: Accepted: 8/11/2020 9:58:53 AM ID: f1872d77-b99b-43fa-94c3-96eb6bd70b89		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	Sent: 8/24/2020 6:32:14 AM Viewed: 8/24/2020 4:39:20 PM Signed: 8/24/2020 4:39:26 PM
Electronic Record and Signature Disclosure: Accepted: 8/24/2020 4:39:20 PM ID: c9483ae5-37df-4d74-9974-8018eb3224fd		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kris Bordnick chris.bordnick@mynpp.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/24/2020 4:39:28 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/24/2020 4:39:28 PM
Certified Delivered	Security Checked	8/24/2020 4:39:28 PM
Signing Complete	Security Checked	8/24/2020 4:39:28 PM
Completed	Security Checked	8/24/2020 4:39:28 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.