

Packet

Consent Agenda

Invoices

COM

PENINSULA TOWNSHIP INVOICE REGISTER

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION		INVOICE INFORMATION	
CAPITAL ONE COMMERCIAL		Amount of Invoice Paid:	\$12.99
		SUPPLIES	
<i>Distribution:</i>			
101-173-726.000	Supplies		12.99
CARDMEMBER SERVICE		Amount of Invoice Paid:	\$1,950.27
		SUPPLIES & SERVICES	
<i>Distribution:</i>			
101-173-726.000	Supplies		24.51
508-000-818.BGC	Background Checks		16.95
508-000-818.SEC	Security		24.99
101-209-814.000	Software License & Support		19.95
101-265-726.000	Supplies		725.27
101-215-814.200	Publishing Software		31.78
101-191-724.000	Postage		1,045.00
101-191-726.000	Supplies		39.57
101-400-814.000	Software License & Support		22.25
CHERRY CANYON DESIGN LLC		Amount of Invoice Paid:	\$1,325.00
		CUSTOM DISPLAY CAB & RAILING	
<i>Distribution:</i>			
508-000-729.000	Museum Displays		1,230.00
508-000-970.000	Capital Outlay/MiscExpenditures		95.00
DTE ENERGY		Amount of Invoice Paid:	\$139.95
		TOWN HALL HEAT	
<i>Distribution:</i>			
101-265-745.GAS	DTE Gas		139.95
DTE ENERGY		Amount of Invoice Paid:	\$49.15
		DOUGHERTY HEAT	
<i>Distribution:</i>			
215-000-745.000	Heating Fuel		49.15
DTE ENERGY		Amount of Invoice Paid:	\$129.04
		TWP OFFICE HEAT	
<i>Distribution:</i>			
101-265-745.GAS	DTE Gas		129.04
DTE ENERGY		Amount of Invoice Paid:	\$233.04
		BIG JOHN HEAT	
<i>Distribution:</i>			
101-265-745.BJH	Big John Heating		233.04

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION		INVOICE INFORMATION	
ELECTION SOURCE		Amount of Invoice Paid:	\$31.28
		DATA TRANSFER BAGS	
<i>Distribution:</i>			
101-191-726.000	Supplies		31.28
MI ASSOC OF MUNICIPAL CEMETERIES		Amount of Invoice Paid:	\$40.00
		TWP MEMBERSHIP - 2020	
<i>Distribution:</i>			
101-215-958.000	Memberships and Dues		40.00
MICHIGAN CHAMBER SERVICES, INC.		Amount of Invoice Paid:	\$100.50
		LABOR LAW POSTERS	
<i>Distribution:</i>			
101-173-726.000	Supplies		100.50
MUTUAL OF OMAHA		Amount of Invoice Paid:	\$123.68
		LIFE INSURANCE	
<i>Distribution:</i>			
101-253-712.000	Hospitalization/Life Insurance		21.83
101-209-712.000	Medical/Life Insurance		14.55
101-215-712.000	Hospitalization/Life Insurance		29.10
101-420-712.000	Hospitalization/Life Insurance		14.55
101-171-712.000	Hospitalization/Life Insurance		14.55
101-400-712.000	Hospitalization/Life Insurance		14.55
101-173-712.000	Hospitalization/Life Insurance		14.55
NORTHERN OFFICE EQUIPMENT		Amount of Invoice Paid:	\$522.12
		COPIER CHARGES	
<i>Distribution:</i>			
101-173-818.COP	COPIER & COPIER SUPPLIES - BLACK		75.36
101-173-818.COP	COPIER & COPIER SUPPLIES - COLOR		446.76
PAUL'S PAINTING SERVICE		Amount of Invoice Paid:	\$625.00
		PAINT 2ND FL CEILING, TOWER, ROOF	
<i>Distribution:</i>			
508-000-930.000	REPAIRS/MAINTENANCE- 50% DEPOSIT		625.00
REBECCA CHOWN		Amount of Invoice Paid:	\$14.95
		ELECTION MILEAGE	
<i>Distribution:</i>			
101-215-870.000	Mileage		14.95
Total Amount Disbursed:			\$5,296.97

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION**INVOICE INFORMATION****ARTS AUTO & TRUCK PARTS, INC.**

Amount of Invoice Paid: \$100.44
DEF FLUID/MAINTENANCE

Distribution:

206-000-939.000	Vehicle Maintenance	100.44
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BOUND TREE MEDICAL

Amount of Invoice Paid: \$242.93
EMS SUPPLIES

Distribution:

206-000-932.000	Ambulance Supplies	242.93
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CARDMEMBER SERVICE

Amount of Invoice Paid: \$4,188.43
SUPPLIES, TURBO DRAFT

Distribution:

206-000-726.000	Supplies	205.76
206-000-970.000	CAP OUTLAY- TURBO DRAFT	3,642.70
206-000-939.000	Vehicle Maintenance	39.98
206-000-850.CHC	Charter Communications	49.99
206-000-960.000	Education & Training	250.00

DEWEESE HARDWARE

Amount of Invoice Paid: \$67.77
VEHICLE MAINT SUPPLIES

Distribution:

206-000-939.000	Vehicle Maintenance	67.77
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DTE ENERGY

Amount of Invoice Paid: \$332.08
STN 2

Distribution:

206-000-745.000	Heating Fuel	332.08
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DTE ENERGY

Amount of Invoice Paid: \$289.80
STN 2 HEAT

Distribution:

206-000-745.000	HEATING FUEL	289.80
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MICHAEL VANDERMEY

Amount of Invoice Paid: \$75.00
1ST RESPOND TEST

Distribution:

206-000-960.000	Education & Training	75.00
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MUNSON MEDICAL CENTER

Amount of Invoice Paid: \$161.50
DRUG KITS, CPR CARDS

Distribution:

FILE

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION

INVOICE INFORMATION

206-000-932.000

Ambulance Supplies

161.50

Total Amount Disbursed:

\$5,457.95

LIB

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION

PENINSULA COMMUNITY LIBRARY

INVOICE INFORMATION

**Amount of Invoice Paid: \$20,000.00
MARCH EXPENSES**

Distribution:

708-000-726.000

Supplies

20,000.00

Total Amount Disbursed: \$20,000.00

SEWER

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION	INVOICE INFORMATION
GRAND TRAVERSE COUNTY	Amount of Invoice Paid: \$5,215.75
	DPW SEWER EXPENSES - JAN 2020
<i>Distribution:</i>	
590-000-818.000	County Service Fees 5,215.75
	Total Amount Disbursed: \$5,215.75

WATER

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION

GRAND TRAVERSE COUNTY

INVOICE INFORMATION

**Amount of Invoice Paid: \$8,527.09
DPW WATER SERVICE - JAN 2020**

Distribution:

591-000-818.000	County Service Fees	8,527.09
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Total Amount Disbursed: \$8,527.09

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION

INVOICE INFORMATION

ACENTEK

**Amount of Invoice Paid: \$76.61
LTHSE TELEPHONE**

Distribution:

508-000-850.000	COM/TELEPHONE - LIGHTHOUSE	76.61
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ACENTEK

**Amount of Invoice Paid: \$758.23
TELEPHONES**

Distribution:

101-173-850.000	COM/TELEPHONE - OFFICE-TWP HALL	307.63
101-209-850.000	COM/TELEPHONE - ASSESSOR	60.27
101-215-850.000	COM/TELEPHONE - TREASURER	90.40
101-215-850.000	COM/TELEPHONE - CLERK	90.40
101-400-850.000	COM/TELEPHONE - PLANNING	30.13
101-420-850.000	COM/TELEPHONE - ZONING	30.13
508-000-850.000	COM/TELEPHONE - LIGHTHOUSE	39.14
101-171-850.000	COM/TELEPHONE - SUPERVISOR	30.13

BLUE CROSS BLUE SHIELD OF MICH

**Amount of Invoice Paid: \$9,393.75
HEALTH INSURANCE**

Distribution:

101-209-712.000	Medical/Life Insurance	972.58
101-253-712.000	Hospitalization/Life Insurance	1,249.92
101-420-712.000	Hospitalization/Life Insurance	416.47
101-400-712.000	Hospitalization/Life Insurance	767.53
101-215-712.000	Hospitalization/Life Insurance	1,472.72
101-173-712.000	Hospitalization/Life Insurance	637.06
508-000-712.000	Hospitalization/Life Insurance	1,145.99
704-000-227.020	MEDICAL INSURANCE WITHHOLDING - FIRE/T	2,534.48
508-000-712.000	Hospitalization/Life Insurance	191.00

CONSUMERS ENERGY

**Amount of Invoice Paid: \$31.98
ST. LIGHTS - LED UPGRADES**

Distribution:

101-000-226.010	Franklin Wds., St.light	1.11
596-000-926.000	STREET LIGHTING--COMPACTOR	1.11
101-265-926.000	Street Lighting	4.41
101-000-226.000	Pen.Hills Townhouses,St.light	1.11
101-000-226.075	Underwood Farms Street Light	1.10
208-751-926.000	Street Lighting	4.40
101-000-226.030	OMPS, Street Lighting	1.10
101-000-226.040	Cherrywood Commons, St. Light	1.10
101-000-226.060	Mission Hills, Street Light	15.44
101-000-226.070	Congregational Church Lightin	1.10

CONSUMERS ENERGY

**Amount of Invoice Paid: \$335.40
STREET LIGHTS**

Distribution:

101-000-226.010	Franklin Wds., St.light	10.87
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**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION

INVOICE INFORMATION

596-000-926.000	STREET LIGHTING--COMPACTOR	18.03
101-265-926.000	Street Lighting	52.84
101-000-226.000	Pen.Hills Townhouses,St.light	14.71
101-000-226.075	Underwood Farms Street Light	19.28
208-751-926.000	LIGHTS	41.84
101-000-226.030	OMPS, Street Lighting	10.46
101-000-226.040	Cherrywood Commons, St. Light	10.46
101-000-226.060	Mission Hills, Street Light	146.45
101-000-226.070	Congregational Church Lightin	10.46

ROBERT WILKINSON

Amount of Invoice Paid: \$3,000.00

BLDG & LAWN MAINTENANCE CONTRACT

Distribution:

101-265-818.000	CONTRACTUAL SERVICES - BULDG & GROUND	150.00
208-751-818.000	CONTRACTUAL SERVICES - PARKS	1,710.00
508-000-818.000	Contractual Services	450.00
209-000-818.000	Contractual Services	540.00
596-000-818.000	Contractual Services	90.00
212-000-818.000	Contractual Services	60.00

Total Amount Disbursed: \$13,595.97

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION

INVOICE INFORMATION

BLUE CROSS BLUE SHIELD OF MICH

**Amount of Invoice Paid: \$7,502.84
HEALTH INSURANCE**

Distribution:

<i>206-000-712.000</i>	<i>Hospitalization/Life Insuranc</i>	<i>7,502.84</i>
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CONSUMERS ENERGY

**Amount of Invoice Paid: \$2.21
ST LIGHTS - LED UPGRADES**

Distribution:

<i>206-000-926.000</i>	<i>Street Lighting</i>	<i>2.21</i>
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CONSUMERS ENERGY

**Amount of Invoice Paid: \$23.41
STREET LIGHTS**

Distribution:

<i>206-000-926.000</i>	<i>Street Lighting</i>	<i>23.41</i>
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Total Amount Disbursed: \$7,528.46

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION

ACENTEK

INVOICE INFORMATION

Amount of Invoice Paid: **\$30.13**
TELEPHONES

Distribution:

207-000-850 000

Communications/Telephone

30.13

Total Amount Disbursed: \$30.13

Blount *SEWER*

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION

GRAND TRAVERSE COUNTY

INVOICE INFORMATION

**Amount of Invoice Paid: \$30,906.98
DPW SEWER SERVICE - DEC. 2019**

Distribution:

590-000-818.000

County Service Fees

30,906.98

Total Amount Disbursed: \$30,906.98

Recurring WATER

**PENINSULA TOWNSHIP
INVOICE REGISTER**

For Invoices Scheduled for Payment on: 2/27/2020 12:

VENDOR INFORMATION

GRAND TRAVERSE COUNTY

INVOICE INFORMATION

**Amount of Invoice Paid: \$17,964.47
DPW WATER SERVICE - DEC 2019**

Distribution:

591-000-818 000

County Service Fees

17,964.47

Total Amount Disbursed:

\$17,964.47

**Request to add Jordan LaPoint
As a Part-Time Employee to the
Peninsula Township Fire Department**



Peninsula Township Fire Department
14247 Center Rd.
Traverse City, Michigan 49686
PH: 231-223-4443
firechief@peninsulatownship.com



Re: New Part Time Firefighter

February 7, 2020

Dear Town Board,

I am writing to request adding Jordan LaPoint to the fire department roster as a part time employee. Jordan is a United States Air Force veteran where he was a firefighter. Jordan is a certified EMT Basic as well as a Firefighter 1 & 2 through the state of Michigan. Jordan has numerous training certificates through the Air Force that will bring experience and skill to our department. I highly recommend adding Jordan to our staff. Please approve this request.

Sincerely,

Fire Chief Fred Gilstorff

Business

Contract for Kitchen Renovation at Mission Point Lighthouse

Proposal

HERTLER CONSTRUCTION AND RESTORATION, INC.

3402 Four Mile Road, Traverse City, MI 49686 / Phone (231) 938-3700 / Fax (231) 938-0277

License # 2102126027

Proposal Submitted To: Mission Point Lighthouse	Phone 231-223-7324	Date February 19, 2020
Street 20500 Center Road	Job Name Misc. Repairs	
City, State and Zip Code Traverse City, MI 49686	Job Location Same	Email missionpointlight@gmail.com

Hertler Construction and Restoration, Inc. agrees to provide labor and material for the following repair work:

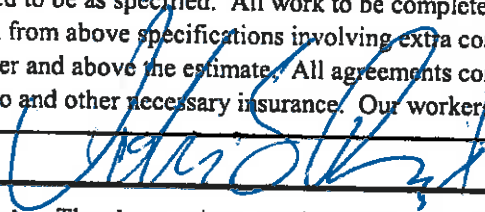
Tear out existing subfloor attempted repair	1,040.00
Install Cortec flooring - 36 hours @ \$65.00	2,340.00
Install and level cabinets - 32 hours @ \$65.00	2,080.00
Install backsplash - 26 hours @ \$65.00	1,690.00
Build steps and trim to code with railing - 20 hours @ \$65.00	1,300.00
Install remainder of plywood in basement door area - 5 hours @ \$65.00	325.00
Install door - 4 hours @ \$65.00	260.00
Trim Misc - 8 hours @ \$65.00	520.00
Drywall - 12 hours @ \$65.00	780.00
Hertler Labor Total	10,335.00
Plumbing - \$1,500.00 (Allowance)	1,500.00
Electrcial - \$1,400.00 (Allowance)	1,400.00
Subtotal	13,235.00
Overhead & Profit (10%)	1,323.50
Proposal Total	\$14,558.50

We propose to provide the work as outlined above for the sum of: \$14,558.50 (Fourteen-Thousand-Five-Hundred-Fifty-Eight Dollars & 50 Cents).

Payment Terms: \$7,279.25 - 50% Due with Signed Proposal. Balance Due Upon Completion of Work.

All material(s) is guaranteed to be as specified. All work to be completed in a workmanlike manner, according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon Written Change Orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:



John Reid, Project Manager

Acceptance of Agreement - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Kitchen Remodel Project

3 messages

Michele LeMieux <dmdesignco1@gmail.com>

Fri, Feb 21, 2020 at 7:16 AM

To: "Ginger Schultz, Mission Point Lighthouse Manager" <missionpointlight@gmail.com>

Good Morning,

Let me start by saying thank you for considering us for the kitchen renovation on the lighthouse. We greatly appreciate the opportunity and after renovating the bathroom area we had always hoped more work would come from it. After speaking with you in January I had hoped our current projects would allow us to take on the project.

That being said, I regret having to inform you that we will not be able to perform the work necessary on the kitchen renovation. Between the work required and the time frame to complete the work, our current projects would not allow us the take on such a project. I hope you are able to find a contractor to complete the work in a timely fashion and with the skill that the lighthouse deserves.

Thank you,

David and Michele LeMieux

David & Michele LeMieux
www.dmdesignco.services



Final Secondary Logo D & M Blue (1) copy.jp2
7K

Mission Point Lighthouse Manager <missionpointlight@gmail.com>

Fri, Feb 21, 2020 at 9:10 AM

To: Rob Manigold <supervisor@peninsulatownship.com>

Sent from my iPhone- sorry for any typos,
Ginger Schultz- Mission Point Lighthouse Manager, Peninsula Township

Begin forwarded message:

From: Michele LeMieux <dmdesignco1@gmail.com>**Date:** February 21, 2020 at 7:16:16 AM EST**To:** "Ginger Schultz, Mission Point Lighthouse Manager" <missionpointlight@gmail.com>**Subject:** Kitchen Remodel Project



Mission Point Lighthouse Manager <missionpointlight@gmail.com>

Lighthouse interior work

4 messages

Mihm Ent <info@mihmenterprises.com>

Thu, Feb 20, 2020 at 4:16 PM

To: Lighthouse Program Manager <missionpointlight@gmail.com>

Ginger,

Thanks for contacting us regarding the interior work at the Lighthouse. Unfortunately, our work schedule is full for the foreseeable future.

Bob Ziman
Project Manager
Mihm Enterprises, inc.
Office: 269-751-5522

Lighthouse Manager <missionpointlight@gmail.com>

Thu, Feb 20, 2020 at 5:19 PM

To: Mihm Ent <info@mihmenterprises.com>

Sent from my iPhone- I apologize for any typos
Ginger Schultz, Mission Point Lighthouse Manager

> On Feb 20, 2020, at 4:16 PM, Mihm Ent <info@mihmenterprises.com> wrote:

>
>

[Quoted text hidden]

Lighthouse Manager <missionpointlight@gmail.com>

Thu, Feb 20, 2020 at 5:19 PM

To: Rob Manigold <supervisor@peninsulatownship.com>

See email

Sent from my iPhone- I apologize for any typos
Ginger Schultz, Mission Point Lighthouse Manager

Begin forwarded message:

From: Mihm Ent <info@mihmenterprises.com>
Date: February 20, 2020 at 4:16:54 PM EST
To: Lighthouse Program Manager <missionpointlight@gmail.com>
Subject: Lighthouse Interior work

[Quoted text hidden]

Lighthouse Manager <missionpointlight@gmail.com>

Thu, Feb 20, 2020 at 5:19 PM

To: Mihm Ent <info@mihmenterprises.com>

Thanks!

Sent from my iPhone- I apologize for any typos
Ginger Schultz, Mission Point Lighthouse Manager

**Purchase of New Radar Gun
for Community Police Officer
Virnell France**



Quotation

KUSTOM SIGNALS, INC.

9962 Laurel Blvd, Lansing, MI 48919-2408
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 10/23/2019

To... PRESTON TAYLOR
GRAND TRAVERSE CO SHERIFF'S

851 WOODMERE AVE
TRAVERSE CITY MI 49686

Quote # 70966745611NE
Terms Net 30
This Quote Expires on 01/21/2020
Phone 231-995-5000
Fax 231-995-5010

Qty	Product Description	Unit Price	Sub Total
0	Michigan State Contract 071B4300045 effective 11/27/13 - 11/26/20	\$0.00	\$0.00
0	Shipping & handling included in contract	\$0.00	\$0.00
2	ProLaser 4 bundle includes a Hogue grip, 8 AA rechargeable batteries with charger (4 of which are spares), USB to PC interface cable, 12 VDC to USB adapter, hard carry case. <i>Price is \$2,517.00</i>	\$2,517.00	\$5,034.00
0	**Includes 3 Year Warranty**	\$0.00	\$0.00
0		\$0.00	\$0.00
0	Options below available but NOT included in total cost on quote	\$0.00	\$0.00
0	ProLaser 4 Tripod kit with adapter	\$122.00	\$0.00
0	ProLaser 4 collapsible and adjustable shoulder stock	\$130.00	\$0.00
0	ProLaser 4 tripod adapter only (tripod sold separately)	\$35.00	\$0.00
0	AA battery charger with 4 AA NiMH rechargeable batteries	\$30.00	\$0.00
0	AA battery charger	\$25.00	\$0.00
0	ProLaser 4 HUD Magnification	\$295.00	\$0.00
0	Bluetooth printer kit	\$550.00	\$0.00
0	Following Too Close	\$295.00	\$0.00
0	Certification notification with optional lockout until recertified	\$99.00	\$0.00
0	Year 4- Laser Extended Warranty This Warranty INCLUDES: Phone Support, Technical Support (Help Desk), Hardware Changes, Software Updates, Parts, Labor & Return Shipping to agency.	\$275.00	\$0.00
0	Year 5- Laser Extended Warranty (In addition to Year 4) This Warranty INCLUDES: Phone Support, Technical Support (Help Desk), Hardware Changes, Software Updates, Parts, Labor & Return Shipping to agency.	\$400.00	\$0.00

Signature

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION. RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersede any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219