

### 4100 Mystic Valley Parkway **Medford, MA 02155** (781) 395-6400 Parts Direct: (781) 333-3373

www.sentrycars.com

#### NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE, AND ORIGINAL PACKAGING, ALL RETURNSMUST BE MADE WITHIN 48 HOURS, 20% RE-STOCKCHARGE ON ALL RETURNEDPARTS, NO REFUNDSWITHOUT THIS INVOICE

#### **DISCLAIMERS OF WARRANTIES**

Any warrantles on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED TERMS	DATE SHIPPED	INVOICE DATE	INVOICE		
30 JUN 16   CHARGE ACCT	12 JUL 16	12 JUL 16	NUMBER	223604	
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x			OTAL	\$528.24	

## Amaral Trucking 28 Robinson Street Somerville, MA 02143

City of Somerville
Department of Public Works
1 Franey Road
Somerville, MA 02145

2016 Snow Removal Invoice: AMA010116

2/4/2016 - 3:00am - 6:30pm (15.5 hours) - 1 ton pickup @ \$95.00 per hour - \$1,472.50

2/8/2016 - 12:00pm - 1:00am (13 hours) - 1 ton pickup @ \$95.00 per hour - \$1,235.00

2/8/2016 - 12:00pm - 3:00pm (3 hours) - 1 ton pickup @ \$95.00 per hour - \$285.00

Total Due: \$2,992.50

1112

Contractor: AMERIAULT (10)

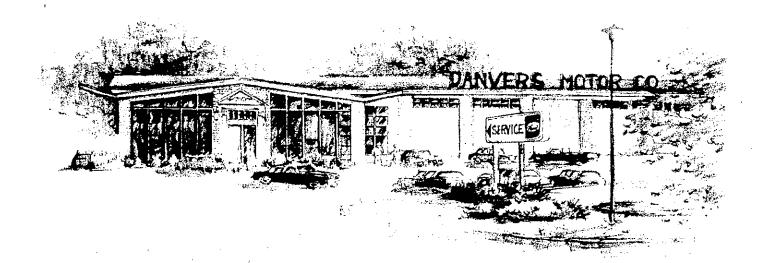
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Invoice number

10524

May 24 2016

Vender 103555
Road Reimstritin?

City of Somerville

5731

1 Franey Rd

Somerville Ma 02145

923K Sidewalk Regars 446K Road Recar 23K Radio egrepment

4 60 month 100,000 mile ford Premium Care extended service plans \$2025.00 \$8.100.00

Serial number 1FADP3R43FL376094 1FADP3R41FL376093

1FADP3R45FL376095

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# AL VEHICLE SERVICE CONTRACT ACATION, TERMS & CONDITIONS Chicles up to and including Transit and F 550 series)



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## NAL VEHICLE SERVICE CONTRACT LICATION, TERMS & CONDITIONS All Vehicles up to and including Transit and F 550 series)



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<b>STATE TO STATE.</b> I acknowledge receipt of a co	omplete copy	of this Appl	lication and t	the Terms	and Condit	lons (the "Entire	. Agreemen	it") at the time	of signing ar	nd agree to all the terms and
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#### 1525 HANOVER STREET HANOVER MA 02339

**Invoice** 

Invoice Number:

28677

**Invoice Date** 

6/20/2016

PHONE: 781-826-9755 FAX: 781-829-0240

#### Billed To:

Somerville Fire Department E6M Central Station 266 Broadway Somerville MA 02145

#### Work Performed For:

Somerville Fire Department Central Station 266 Broadway Somerville MA 02145

P.O. Number	Payment Terms	Due Date	Service Rep	Ship Date	Work Done	Project
	Net 30	7/20/2016		6/20/2016	6-6-16	266 Broadway
Quantity		Descrip	tion		Unit Price	Extension
1 1	Hose, Upper 4" x 25 1 2' x 4" High Temperar Discount	t with airline are lower hose (E	Black)		803,00 160,00 -57.78	803.00 160.00 -57.75
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heck No:	invoice number on a					\$0.0 t \$905.2 \$0.0

## **SIEMENS**

## Invoice

Cust PO No

Cust PO Date

Quotation No

Invoice No 5620004657 Date 08/17/2015

Sales Order No 2600072182

Sales Ord Date 03/03/2014

Lock Box No 3283

Customer No 30464277

Page 1 of 4

Bill To:

CITY OF SOMERVILLE

1 FRANEY RD

SOMERVILLE MA 02145

Sold To:

CITY OF SOMERVILLE 1 FRANEY RD

SOMERVILLE MA 02145

Ship To:

CITY OF SOMERVILLE 1 FRANEY RD

SOMERVILLE MA 02145

Remit check payments to:

Remit Incoming Wires To:

Remit Incoming ACH's To:

SIEMENS INDUSTRY, INC.

PO Box 3283

CAROL STREAM IL 60132

Citibank New York 111 Wall Street

New York, New York 10043 USA

ABA# 021000089 Swift; CITIUS33

Account: 30847747

Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor

Chicago, IL 60631 Account: 30847747 ABA# 021000089

Send Remittance Instructions to:

IUSMobilityarrequest.industry@siemens.com

Delivery#:

Ship Date:

INCO Terms: Free on board

ORIGIN

Line Item	Material Number/Description	on	U/M	Invoice Qty	Unit Price	Total Price
300	HY100051 Lamp MH 400-Watt ECCN: EAR99	Customer PO item #: 000300	PC	3	13.80	41.40
400	HX102146 ELECTRICIAN (RT)-Manning 7/3 ECCN: EAR99	Customer PO item #: 000400	Н	3	100.00	300.00
500	HX102210 SERVICE/BUCKET TRUCK-Manning 7/3 ECCN: EAR99	Customer PO item #: 000500	Н	3	10,00	30.00
600	HX102146 ELECTRICIAN (RT)-Manning 7/6 ECCN: EAR99	Customer PO item #; 000600	н	4.50	100.00	450.00
700	HX102210 SERVICE/BUCKET TRUCK-Manning 7/6 ECCN: EAR99	Customer PO item #: 000700	Н	4.50	10.00	45.00

## **SIEMENS**

## **Invoice**

Cust PO No

Cust PO Date

Quotation No

Invoice No 5620004657 Date 08/17/2015

Sales Order No 2600072182 Sales Ord Date 03/03/2014

Lock Box No 3283 Customer No 30464277

Page 2 of 4

	03/03/2014 3263	1	42//	raye	· · ·
Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
800	HX102146 ELECTRICIAN (RT)-Manning 7/7 ECCN: EAR99 Customer PO item #: 000800	Н	2.50	100.00	250.00
900	HX102210 SERVICE/BUCKET TRUCK-Manning 7/7 ECCN: EAR99 Customer PO item #: 000900	H	2.50	10.00	25,00
	Notes: For Street Light Maintenance EXTRAS In the City of Somerville For the Month of July 2015 See attached for details				
	SILIC RCM BOSTON 8 Progress Rd Billerica MA 01821 Phone: 978-262-9010 Fax: 978-262-9020 State Taxes				0.00

Total Wt.:

0 KG

**Currency: USD** 

Invoice Total:

1,141.40

Payment Terms: Net Due 30 Days

Net Due By: 03/11/2016

These liens are controlled by the U.S. Government (when isbeled with "ECCX" casequat "N") and sulthorized for export only to the country of utilinate destination for use by the utilinate consignee or end-user(s) herein identified. They may not be reach, hazardened, or otherwise disposed of, to any other country of to any person other than the authorized difficult consignee or end-user(s), either in their clights from or and other here; either in their clights from or and other here. Here clights from the country of to any person other than the authorized difficult consistency or end-user(s) increased in the consignee or end-user(s) increased in the consignee or end-user(s) increased in the consistency or end-user(s) in the consistency or end-user(s) in the consistency or end-user(s) in the consistency o

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor Issued under Section 14, thereof."

- 1. APPLICABLE TERMS. This Agreement governs the sale of equipment, components, parts, and materials provided by Siemens ("Products"). Any applicable addenda, these terms, Siemens proposal, price quote, purchase order, or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' (aikure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.
- 2. PRICING & PAYMENT. Prices and payment terms are: (ii) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard prices in effect when Siemens receives Buyer's purchase order; or if neither (i) or (iii) apply, then Siemens' standard prices in effect when the Products ship.
- (a) Payment. Unless stated in Siemens' proposal, all payments are due not thirty (30) days from the invoice date in United States Dollars,
- (b) Credit Approval, All orders are subject to credit approval by Slemens. Slemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Slemens may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Slemens may recover shipped Products from the carrier pending such assurances.
- (o) Installment Shipment. Where Products are delivered in shipments or only part of a shipment falls to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Slemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.
- (d) Taxes, Shipping, Packing, Handling. Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens, if Buyer daims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer's account.
- (e) Late Payments. Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
- (f) Disputed invoice. If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a walver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
- (g) Suspension/Termination Right. Siemens may suspend work if an undisputed invoice is more than thirty (30) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.
- 3. DELIVERY; TITLE; RISK OF LOSS. Products will be delivered F.O.B. Slemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Slemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Slemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Slemens fails to meet its delivery schedule.
- 4. DEFERMENT AND CANCELLATION. Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Siemens has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Siemens based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.
- 5. TRANSPORTATION AND STORAGE. (a) When Products are ready for shipment, Slemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Slemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Slemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Slemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.
- (b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Slemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage,

- 6. FORCE MAJEURE / DELAYS. If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, fallure of normal sources of supply, or acts or inaction of government, Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.
- 7. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Siemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.
- 8. INDEMNITY. Stemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

- 9. WARRANTIES. (a) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum,
- (b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Slemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (iv) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Slemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Slemens, at Buyer's expense, or granting Slemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.
- (c) Exclusions from Warranty Coverage. The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be socure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

- (d) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of tweive (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.
- (e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.
- (f) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.
- (g) THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF FOWER, VOLTAGE INREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FOM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY AND LIMITATIONS ON LIABILITY EVEN BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. PATENT AND COPYRIGHT INFRINGEMENT. Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Siemens. Buyer will promotly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed the defendent has been stated and sextle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s)

which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Product,
or any part thereof, as a result of any sult or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined. Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Stemens will have no duty or obligation under this Article 11 If the Product is: (i) supplied according to Buyer's design or instructions and compilance therewith has caused Stemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors with modified by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination as unit or proceeding is brought against Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

- 12. CONFIDENTIALITY. (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Stemens has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.
- (b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) Is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under a appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.
- (c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.
- 13. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.
- 14. CHANGES IN WORK. No change will be made to the scope of work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.
- 15. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.
- 16. MODIFICATION OF TERMS. This Agreement may only be modified by a written instrument signed by authorized representatives of both parties,
- 17. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.
- 18. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that daims and disputes arising out of this Agreement must be decided exclusively in a federal or state count of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.
- 19. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.
- 20. EXPORT / IMPORT COMPLIANCE. Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, ransfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.
- 21. PRODUCT RETURNS. Prior to the return of any Product to Siemens, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees, Siemens reserves the right to reject any beautiful product.
- 22. NUCLEAR. Unless expressly authorized in writing by Siemens, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will independ and hold Siemens harmless, and waives and will require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to ron to due to remain any or application will be subject to additional terms and conditions that Siemens deems necessary to protect its
- 23. SURVIVAL. The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration of cancellation of this Agreement.

## SIEMENS

### **Invoice**

Sold To:

Cust PO No

Cust PO Date

Quotation No

Involce No 5610010241 Date

07/06/2015

Sales Order No 2600072182

Sales Ord Date 03/03/2014

Lock Box No 3283

Customer No 30464277

Page 1 of 3

BIII To:

CITY OF SOMERVILLE

1 FRANEY RD SOMERVILLE MA 02145 CITY OF SOMERVILLE 1 FRANEY RO SOMERVILLE MA 02145 CITY OF SOMERVILLE 1 FRANEY RD

Ship To:

SOMERVILLE MA 02145

Remit check payments to:

Remit Incoming Wires To:

Remit Incoming ACH's To:

SIEMENS INDUSTRY, INC.

PO Box 3283 CAROL STREAM IL 60132

Citibank New York 111 Wall Street

New York, New York 10043 USA

ABA# 021000089 Swift: CITIUS33

Account: 30847747

Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631

Account: 30847747 ABA# 021000089

Send Remittance Instructions to:

IUSMobilityarrequest.industry@slemens.com

Ship Date:

Delivery#:

INCO Terms: Free on board

ORIGIN

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
5	TYZ:RCM_MNT_STREET SL Routine ECCN: EAR99 Customer PO item #: 000005	PC	1	3,984.96	3,984.96
	Notes: FOR STREET LIGHT MAINTENANCE				
	IN THE TOWN OF SOMERVILLE				
	FOR THE MONTH OF June 2015				
	SEE ATTACHED FOR DETAILS				
	Sil IC RCM BOSTON 8 Progress Rd Billerica MA 01821 Phone: 978-262-9010 Fax: 978-262-9020  G&A State Taxes Total Taxes				0,00 0,00 0.00
	Total Wt.: 0 KG C	urrency	: USD	Invoice Total:	3,984.9

Payment Terms: Net Due 60 Days

Net Due By: 09/04/2015

These farms are controlled by the U.S. Government (when labeled with "ECA" unequal "N") and authorized for export only in the country of Unimate destination for use by the utilizate consigned or end-user(x) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized Ufficial consigned or end-user(x), either in their original form or after being incorporated into other forms, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. (aw and regulations. Rems labeled with "AL" unequal "N" are subject to European / national export authorization. Rems without label or with label "ALN" "ECONS", may require authorized not responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor Issued under Section 14, thereof."

#### SIEMENS STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS

- 1. APPLICABLE TERMS. This Agreement governs the sale of equipment, components, parts, and materials provided by Siemens ("Products"). Any applicable addenda, these terms, Siemens proposal, price quote, purchase order, or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.
- 2, PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposat, or if none are stated; (ii) Siemens' standard prices in effect when Siemens receives Buyer's purchase order; or if neither (i) or (ii) apply, then Siemens' standard prices in effect when the Products ship.
- (a) Payment. Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.
- (b) Credit Approval, All orders are subject to credit approval by Siemens, Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Siemens may recover shipped Products from the carrier pending such assurances.
- (c) Installment Shipment. Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Slemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.
- (d) Taxes, Shipping, Packing, Handling. Unless stated in writing by Slemens, Slemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Slemens. If Buyer daims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Slemens harmless from any taxes, costs and penalties arising from same. Slemens' prices include the costs of its standard domice are to favore are to such a series of the costs of its standard domed are to followers. Increases, changes (including In application), adjustments or surcharges which may be incurred are for Buyer's account.
- (e) Late Payments. Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
- (f) Disputed Invoice. If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
- (g) Suspension/Termination Right. Siemens may suspend work if an undisputed invoice is more than thirty (30) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.
- 3. DELIVERY; TITLE; RISK OF LOSS. Products will be delivered F.O.B. Slemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Slemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Slemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Slemens fails to meet its delivery schedule.
- 4. DEFERMENT AND CANCELLATION. Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Siemens has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Siemens based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.
- 5. TRANSPORTATION AND STORAGE. (a) When Products are ready for shipment, Stemens will: (i) Inform Buyer, and Buyer will then promptly give shipping instructions to Stemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer falls to provide limely shipping instructions, Stemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Stemens. Buyer will pay or relimburse any excess transportation charges for special or expedited transportation.
- (b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage,

- 6. FORCE MAJEURE / DELAYS. If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.
- 7. BUYER'S REQUIREMENTS. Slemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Siemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Slemens may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.
- 8. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnity the other ("indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

- 9. WARRANTIES. (a) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"), The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.
- (b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.
- (c) Exclusions from Warranty Coverage. The Warranties do not apply to any equipment not provided by Stemens under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from experimentals, hacking or similar maliclous activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access,

- (d) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.
- (e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removed, disassembly, replacement, installation, or reinstallation of any equipment, anterials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.
- (f) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.
- (g) THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF FOWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. PATENT AND COPYRIGHT INFRINGEMENT. Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims, Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s)

which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined. Siemens will, at its option and expense, either: (I) procure for Buyer the right to continue using said Product; (II) replace it with substantially equivalent non-infringing Product; or (III) modify the Product so it is non-infringing.

Slemens will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Slemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a sult is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination as sult is proceeding is brought against Slemens, Buyer must protect Slemens in the same manner and to the same extent that Slemens has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

- 12. CONFIDENTIALITY. (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Stemens has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.
- (b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.
- (c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.
- 13. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations, including but not fimited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.
- 14. CHANGES IN WORK. No change will be made to the scope of work unless Buyer and Slemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Slemens' obligations or performance under this Agreement, Slemens may request a change order for an equitable adjustment in the price and time of performance.
- 15. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.
- 16. MODIFICATION OF TERMS. This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.
- 17. ASSIGNMENT. Neithor party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign lis rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.
- 18. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a feederal or state count of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.
- 19. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.
- 20. EXPORT / IMPORT COMPLIANCE. Buyer acknowledges that Slemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, ransfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Slemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.
- 21. PRODUCT RETURNS. Prior to the return of any Product to Siemens, Buyer must identify the Product or portion thereol and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking lees. Siemens reserves the right to reject any hazardous material,
- 22. NUCLEAR. Unless expressly authorized in writing by Stemens, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indement and hold Stemens harmless, and waives and will require its insurers to waive all right of recovery against Stemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as delighed in the Atomic Energy Act of 1954, as amended, whether or not due to Stemens followers. Stemens consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Stemens deems necessary to protect its interests.
- 23, SURVIVAL. The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / import Compilance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

## **SIEMENS**

## **Invoice**

Cust PO No

Cust PO Date

Quotation No

Involce No 5610010695 Date 08/17/2015

Sales Order No 2600072182

Sales Ord Date 03/03/2014

Lock Box No 3283

Customer No 30464277

Page 1 of 3

Ship To:

Bill To:

CITY OF SOMERVILLE

**† FRANEY RD** 

SOMERVILLE MA 02145

Sold To:

CITY OF SOMERVILLE 1 FRANEY RD

SOMERVILLE MA 02145

1 FRANEY RD

CITY OF SOMERVILLE SOMERVILLE MA 02145

Remit check payments to:

Remit Incoming Wires To:

Remit Incoming ACH's To:

SIEMENS INDUSTRY, INC.

PO Box 3283 CAROL STREAM IL 60132 Citibank New York

111 Wall Street

New York, New York 10043 USA ABA# 021000089 Swift: CITIUS33

Account: 30847747

Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631

Account: 30847747 ABA# 021000089

Send Remittance Instructions to:

IUSMobilityarrequest.industry@siemens.com

Delivery#:

Ship Date:

INCO Terms: Free on board

**ORIGIN** 

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
5	TYZ:RCM_MNT_STREET SL Routine ECCN: EAR99 Customer PO item #: 000005	PC	1	3,984.96	3,984,96
	Notes: For Street Light Maintenance In the City of Somerville For the Month of July 2015 See attached for details				
	SII IC RCM BOSTON 8 Progress Rd Billerica MA 01821 Phone: 978-262-9010 Fax: 978-262-9020 G&A				0.00
	State Taxes Total Taxes				0.00 0.00

Total Wt.:

0 KG

Currency: USD

Invoice Total:

3,984,96

Payment Terms: Net Due 60 Days

Net Due By: 10/16/2015

These firms are controlled by the U.S. Government jettern labeled with "ECCN" tracqual "N" and authorized for apport only to the country of utilizate destination for use by the utilizate consignee or end-user(s), letter in their original form or after being incorporated into other from, without first obtaining approval from the U.S. Government or "N" are subject to European / national apport authorization. Rems without label or with label "ALX"! "ECCN2", may require authorization from responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and requiations and orders of the United States Department of Labor issued under Section 14, thereof."

- 1. APPLICABLE TERMS. This Agreement governs the sale of equipment, components, parts, and materials provided by Siemens ("Products"). Any applicable addenda, these terms, Siemens proposal, price quote, purchase order, or acknowledgement issued by Siemens form the parties' linal agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.
- 2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard prices in effect when Siemens receives Buyer's purchase order; or if neither (i) or (ii) apply, then Siemens' standard prices in effect when the Products ship.
- (a) Payment. Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the involce date in United States Dollars.
- (b) Credit Approval. All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Siemens may recover shipped Products from the carrier pending such assurances.
- (c) Installment Shipment, Where Products are delivered in shipments or only part of a shipment talls to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Slemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.
- (d) Taxes, Shipping, Packing, Handling. Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penallies arising from same. Siemens' prices include the costs of its standard domestic packing deviation, Including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (Including In application), adjustments or surcharges which may be incurred are for Buyer's account.
- (e) Late Payments. Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
- (f) Disputed Invoice. If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Fallure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
- (g) Suspension/Termination Right. Siemens may suspend work if an undisputed invoice is more than thirty (30) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or simitar financial condition.
- 3. DELIVERY; TITLE; RISK OF LOSS. Products will be delivered F.O.B. Slemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Slemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Slemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Slemens fails to meet its delivery schedule.
- 4. DEFERMENT AND CANCELLATION. Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Siemens has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation; (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Siemens based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.
- 5. TRANSPORTATION AND STORAGE. (a) When Products are ready for shipment, Slemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Slemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepald by normal transportation. If Buyer fails to provide timely shipping instructions, Slemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Slemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.
- (b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

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- 6, FORCE MAJEURE / DELAYS, If Slemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Slemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Slemens will notify Buyer within a reasonable time after becoming aware of any such delay.
- 7. BUYER'S REQUIREMENTS, Slemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Slemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Slemens may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.
- 8. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the indemnitor's negligent acts or omissions. If the injury or damage is caused by the partles' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

- 9. WARRANTIES. (a) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.
- (b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.
- (c) Exclusions from Warranty Coverage. The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warrantles and is provided to Buyer "as is" with no warrantles of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as tuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

- (d) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.
- (e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (f) garanting access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transition to and from the Siemens factory or repair facility, and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.
- (f) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.
- (g) THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM,

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE, THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. PATENT AND COPYRIGHT INFRINGEMENT. Slemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Stemens. Buyer will promptly give Sigmens written notice of the suit or proceeding and the authority, Information, and assistance needed to defend the daims. Stemen shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s)

which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute intringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using sald Product; (ii) replace it with substantially equivalent non-intringing Product; or (iii) modify the Product so it is non-infringing.

Siemens will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

- 12. CONFIDENTIALITY. (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.
- (b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.
- (c) it is Siemens' policy not to unlawfully or improperty receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.
- 13. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.
- 14. CHANGES IN WORK. No change will be made to the scope of work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.
- 15. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.
- 16. MODIFICATION OF TERMS. This Agreement may only be modified by a written instrument signed by authorized representatives of both parties,
- 17. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to; a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.
- 18. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded, BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that dalms and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.
- 19. SEVERABILITY. If any provision of this Agreement is held invalid, lilegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.
- 20. EXPORT / IMPORT COMPLIANCE, Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.
- PRODUCT RETURNS. Prior to the return of any Product to Siemens, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material
- 22. NUCLEAR. Unless expressly authorized in writing by Siemens, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Siemens harmless, and waives and will require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to replication will be subject to additional terms and conditions that Siemens deems necessary to protect its interests.
- 23. SURVIVAL. The articles titled "Patent and Copyright Intringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

## **SIEMENS**

## Invoice

Cust PO No

Cust PO Date

Quotation No

Invoice No 5610010995 Date

09/10/2015

Sales Order No 2600072182

Sales Ord Date 03/03/2014

Lock Box No 3283

**Customer No** 30464277

Page 1 of 3

Ship To:

BIII To:

CITY OF SOMERVILLE

1 FRANEY RD

SOMERVILLE MA 02145

Sold To:

CITY OF SOMERVILLE

1 FRANEY RD

SOMERVILLE MA 02145

CITY OF SOMERVILLE 1 FRANEY RD

SOMERVILLE MA 02145

Remit check payments to:

Remit Incoming Wires To:

Remit Incoming ACH's To:

SIEMENS INDUSTRY, INC.

PO Box 3283

CAROL STREAM IL 60132

Citibank New York 111 Wall Street

New York, New York 10043 USA

ABA# 021000089 Swift; CITIUS33

Account: 30847747

Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor

Chicago, IL 60631 Account: 30847747 ABA# 021000089

Send Remittance Instructions to:

IUSMobilityarrequest.industry@siemens.com

Ship Date:

Delivery#:

INCO Terms: Free on board

ORIGIN

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
5	TYZ:RCM_MNT_STREET SL Routine ECCN; EAR99 Customer PO item #: 000005	PC	1	3,984.96	3,984.96
:	For Street Light Maintenance In the City of Somerville For the Month of August 2015 See attached for details				
	Notes: For Street Light Maintenance In the City of Somerville For the Month of August 2015 See attached for details				
	SII IC RCM BOSTON 8 Progress Rd Billerica MA 01821 Phone: 978-262-9010 Fax: 978-262-9020				0.00
	State Taxes Total Taxes				0.00 0.00

Total Wt.:

0 KG

Currency: USD

Invoice Total:

3,984.96

Payment Terms: Net Due 60 Days

Net Due By: 11/09/2015

Those items are controlled by the U.S. Government (when labeled with "ECR" unequal "N") and authorized for export only to the country of lutimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other thems, without less obtaining approval from the U.S. Government or as otherwise authorized by U.S. Iaw and regulations, items shaled with "AL" unequal "N" are subject to European / rational export authorization, forms without label or with label "ALN" ("ECRNN", may require authorization from responsible authorities depending on the final end-use, or the destination."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor Issued under Section 14, thereof."

- 1. APPLICABLE TERMS. This Agreement governs the sale of equipment, components, parts, and materials provided by Siemens ("Products"). Any applicable addenda, these terms, Siemens proposal, price quote, purchase order, or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Siemens' proposal, offer or accordance is conflicted on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.
- 2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard prices in effect when Siemens receives Buyer's purchase order; or if neither (i) or (ii) apply, then Siemens' standard prices in effect when the Products ship.
- (a) Payment. Unless stated in Stemens' proposal, all payments are due not thirty (30) days from the invoice date in United States Dollars.
- (b) Credit Approval. All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Siemens may recover shipped Products from the carrier pending such assurances.
- (c) Installment Shipment. Where Products are delivered in shipments or only part of a shipment falls to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Slemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.
- (d) Taxes, Shipping, Packing, Handling. Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. If Buyer daims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penallies arising from same. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (Including in application), adjustments or surcharges which may be incurred are for Buyer's account.
- (e) Late Payments. Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
- (f) Disputed invoice. If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a walver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
- (g) Suspension/Termination Flight. Siemens may suspend work if an undisputed invoice is more than thirty (30) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not ilmited to, bankruptcy, insolvency, liquidation or similar financial condition.
- 3. DELIVERY; TITLE; RISK OF LOSS, Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.
- 4. DEFERMENT AND CANCELLATION. Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Siemens has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Siemens based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.
- 5. TRANSPORTATION AND STORAGE. (a) When Products are ready for shipment, Slemens will: (i) Inform Buyer, and Buyer will then promptly give shipping instructions to Slemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Slemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Slemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.
- (b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Slemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Slemens. When conditions permit and upon payment to Slemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

- 6. FORCE MAJEURE / DELAYS. If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, ferrorist attacks, failure of normal sources of supply, or acts or inaction of government, Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.
- 7. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Siemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Stemens may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.
- 8. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the indemnitor with prompt written notice of any third party claims covered by this Article, indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the indemnitee's behalf. The indemnitee shall not make any admission(s) which might be prejudicial to the indemnitor and shall not enter into a settlement without the express permission of the indemnitor.

- 9. WARRANTIES. (a) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.
- (b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or atterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.
- (c) Exclusions from Warranty Coverage. The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

- (d) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.
- (e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.
- (f) Transferability. The Warranties are only transferable during the warranty period and only to the Product's Initial end-user.
- (g) THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

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11. PATENT AND COPYRIGHT INFRINGEMENT. Slemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Copopration Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Siemens. Bluyer will prompitly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s)

which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any sult or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined. Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Siemens will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compilance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a sult is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a sult or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

- 12. CONFIDENTIALITY. (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Slemens has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.
- (b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.
- (c) it is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.
- 13, COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.
- 14. CHANGES IN WORK. No change will be made to the scope of work unless Buyer and Slemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Slemens' obligations or performance under this Agreement, Slemens may request a change order for an equitable adjustment in the price and time of performance.
- 15. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.
- 16. MODIFICATION OF TERMS. This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.
- 17. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate a successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.
- 18. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the international Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A UNRY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that dalms and disputes arising out of this Agreement must be decided exclusively in a feederal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.
- 19. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.
- 20. EXPORT / IMPORT COMPLIANCE. Buyer acknowledges that Slemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products with not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which wilk result in non-compliance with any export / import laws and regulations, Slemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.
- 21. PRODUCT RETURNS. Prior to the return of any Product to Siemens, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.
- 22. NUCLEAR. Unless expressly authorized in writing by Siemens, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Siemens harmless, and waives and will require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear infined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens' negligence, Siemens' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Siemens deems necessary to protect its interests.
- 23. SURVIVAL. The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

#### **BUILDING SOLUTIONS**

BILLING DATE 06/30/2016
ACCOUNT NUMBER 538795
INVOICE NUMBER 5236842997
DATE DUE 07/10/2016
AMOUNT DUE 2,150.38

#### INVOICE

#### PLEASE REMIT PAYMENT TO:

INVOICE TO:

CITY OF SOMERVILLE

DEPT OF PUBLIC WORKS
1.FRANEY RD.

SOMERVILLE MA 02144

HONEYWELL INTERNATIONAL INC
BUILDING SOLUTIONS
12490 COLLECTIONS CENTER DR.
CHICAGO IL 60693

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS

BILLING DATE 06/30/2016
ACCOUNT NUMBER 538795
INVOICE NUMBER 5236842997
DATE DUE 07/10/2016
AMOUNT DUE 2:150:38

Honeywell

BUILDING SOLUTIONS CUSTOMER PO NUMBER 20177369

INVOICE

PAYMENT TERMS 10 DAYS NET

			TODATONE	·
QUANTITY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
THE INDUMENATION	IN LINES FUR SPLIT AV	PLIES FOR JOB, SET CONDENSER ON ROOF PAD, PIPED IC SYSTEM, PIPED IN CONDENSATE LINE, LEAK SYSTEM, WAITING FOR ELECTRICAL WORK TO BE COM	,	
		CONDENSER PAD F1742783		258:94
	•	FITTINGS F17427835	ĺ	98:44
	·	LABOR (TOTAL HRS 11,500)		1,748.00
		SAFETY AND ENVIRONMENT COMPLIANCE CHARGE		45.00
:	OUR JOB NUMBER: WORKSITE:	F6184 F17427635 000044675640 0040099005 SOMERVILLE DPW 1 FRANEY ROAD SOMERVILLE MA 02145		
I,ERESA WALKER PHONE NO: 866-207 FAX NO: 800-884-63 EDA WALKER@HON DIRECT SERVICE IN	88 IEYWELL.COM IQUIRIES TO	SPONDENCE TO:  720 gsrcsétvicedispatch@honeywell.com		
	<del></del>	THIS AMOUNT IN USD	<u> </u>	2.150.38

FEDERAL ID #: 22-2640650

DUNS #: 13-969-1877

PAGE 1 OF 1

## Honeywell

#### **BUILDING SOLUTIONS**

BILLING DATE 11/11/2016 ACCOUNT NUMBER 538795 INVOICE NUMBER 5238183076 DATE DUE 11/25/2016 4,606.06 AMOUNT DUE

#### INVOICE

#### PLEASE REMIT PAYMENT TO:

INVOICE TO:

CITY OF SOMERVILLE DEPT OF PUBLIC WORKS 1 FRANEY RD SOMERVILLE MA 02144

HONEYWELL INTERNATIONAL INC **BUILDING SOLUTIONS** 12490 COLLECTIONS CENTER DR. CHICAGO IL 60693

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS

11/11/2016 **BILLING DATE** ACCOUNT NUMBER 538795 INVOICE NUMBER 5238183076 11/25/2016 DATE DUE 4,606.06 AMOUNT DUE

Honeywell

**BUILDING SOLUTIONS** 

**CUSTOMER PO NUMBER** 

1650334

**PAYMENT TERMS** 

INVOICE

PER CONTRACT

PROJECT	INVOICE	DESCRIPTION	AMOUNT
		THIS INVOICE COVERS:	
40099005	5238183076	CHARGES FOR MECHANICAL & ELECTRICAL FROM 06/16/2016 THROUGH 06/30/2016	4,606.06
·			
	2 - 1	PROJECT NAME SOMERVILLE HVAC MULTI 1 FRANEY ROAD SOMERVILLE MA 02145	
PHONE NO: 86 FAX NO: 800-8	KER 66-207-2692	D CORRESPONDENCE TO:	
		PAY THIS AMOUNT IN USD	4,606.06

FEDERAL ID #: 22-2640650 DUNS #: 13-969-1877

## Honeywell

#### **BUILDING SOLUTIONS**

BILLING DATE 11/11/2016 ACCOUNT NUMBER 538795 INVOICE NUMBER 5238182603 DATE DUE 11/25/2016 AMOUNT DUE 5,670.25

#### INVOICE

#### PLEASE REMIT PAYMENT TO:

INVOICE TO:

CITY OF SOMERVILLE **DEPT OF PUBLIC WORKS** 1 FRANEY RD SOMERVILLE MA 02144

HONEYWELL INTERNATIONAL INC **BUILDING SOLUTIONS** 12490 COLLECTIONS CENTER DR. CHICAGO IL 60693

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS

**BILLING DATE** 11/11/2016 ACCOUNT NUMBER 538795 INVOICE NUMBER 5238182603 DATE DUE 11/25/2016 AMOUNT DUE 5,670.25 Honeywell

**BUILDING SOLUTIONS** 

INVOICE

**CUSTOMER PO NUMBER** 

20120649

**PAYMENT TERMS** PER CONTRACT

**AMOUNT DESCRIPTION PROJECT** INVOICE THIS INVOICE COVERS: CHARGES FROM 06/01/2016 THROUGH 06/15/2016 5,670.25 40099006 5238182603 **PROJECT NAME SOMERVILLE ESCO MAINT** 1 FRANEY ROAD SOMERVILLE MA 02145 DIRECT BILLING INQUIRIES AND CORRESPONDENCE TO: TERESA WALKER PHONE NO: 866-207-2692 FAX NO: 800-884-6388 EDA.WALKER@HONEYWELL.COM PAY THIS AMOUNT IN USD 5,670,25

FEDERAL ID #: 22-2640650 DUNS #: 13-969-1877

PAGE 1 OF 1



15 Winchester Street Medford, MA 02155

Phone: (781) 396-5300

Fax: (781) 396-5304

## Invoice

Invoice Date Invoice Number Sales Order # Account Number 12/11/2015 378609

12698

Bill To

Ship To

SOMERVILLE, CITY OF DPW DEPT OF PUBLIC WORKS 1 FRANEY ROAD SOMERVILLE, MA 02145

Terms	PO Number	Ship	Via	Ordered By	Received By
Net 30	A29292		PICK UP		

Quantity Item Code	Backerdered	Description	Price Each	Amount
1 BT5780 1 DN80B90	0	ELECTRODE KIT	15.64 4.44671	15,64 4,45
	•			
	:			
	: 			
		•		
				:
		Sul	ototal	\$20.09
Please Remit Payment As Soon as Possil	ole. We appreciate yo	ur business very much.	es Tax (6.25%	\$0,00
		Tot	al	\$20,09
		Pay	/ments/Credit:	\$0,00
		Ba	lance Due	\$20.09



Telephone .....: 800-376-7856 

Remit to: PO Box 500, Medina, MN 55340-0500

Somerville DPW 1 Franey Rd Attn Accounts Payable Somerville, MA 02145

## Invoice

Number ..... 23296195-) Date ...... 6/27/2016 Page ...... 1 of 1 Sales order ...... 1606277994 Requisition .....:

Your ref. ....: Our ref. ..... 20129

Payment .....: Net 30-days-Invoice account .....: 7878782

BILL TO:

Somerville DPW 1 Franey Rd Attn Accounts Payable Somerville, MA 02145

SHIP TO:	 
ļ	

S.O. No.	P.O. No.	Rep	Terms	Ship Date	Ship Via	FOB	
1606277994	JR0100		Net 30		02	SHPT	

Item number	Description	Quantity	Unit price	Discount	Amount
20141	10" FREUD BLADE- 40T - FUSION	1.00	99.97	- · · · · ·	99.97
1001	ACTIVATE GIFT CARD	1.00	25.00	25.00	0.00
29114	SAWSTOP STANDARD 10" BRAKE CARTRIDGE	1.00	69.00		69.00
26192	SAWSTOP DADO 8" BRAKE CARTRIDGE	1.00	89.00		89.00

PAST DUE;

Subtotal	0.00
Discount	0.00
Total misc. charges	0.00
Sales Tax	0.00
Total	257.97

Payment per

7/27/2016