

## EXHIBIT B



US REFLECTOR MDS BARRIERS  
SIGNAL SERVICE PHALANX SAFETY  
STEPGLOW GEOVISION

610 N Mountain Rd  
Newington Connecticut 06111

## Estimate



Estimate# EST-003603





Bill To  
**City of Santa Rosa**  
55 Stony Point Rd  
Santa Rosa  
CA 95401

Ship To  
City of Santa Rosa  
55 Stony Point Rd  
Santa Rosa  
CA 95401

Pricing within is for items, quantities, etc. outlined below

Estimate Date	Expiry Date	Reference#	Sales person	Payment Terms	Final Payment Terms
03/06/2025	04/07/2025	Bright Green with White HIP K71's (grant)	Nicole Kemp	Pre-Paid	PRIOR to Shipment Release

#	Item & Description	Qty	Rate	Amount
1	4A-C-0400-BRTGRN-WHI SKU : 4A-C-0400-BRTGRN-WHI BRIGHT GREEN K71 Post With WHITE High Intensity Film, Bottom Internal Plate Closest Pantone Color: 2272C	1,350.00 EACH (EA)	101.65	137,227.50
2	4A-0400-CAPS-BRTGRN SKU : 4A-0400-CAPS-BRTGRN BRIGHT GREEN caps for K71 posts. Designed for Air Evacuation Closest Pantone Color: 2272C	1,350.00 EACH (EA)	2.50	3,375.00
3	 4A-C-HDW-0930-SCRN SKU : 670875730496 Adhesive Composite Sleeve for K71 & K72 anchors. Used for asphalt installations.	1,350.00 EACH (EA)	5.60	7,560.00
4	 4A-HDW-0926 SKU : 654728851781 Metal Pavement Anchors Anchor for K71 and K72 Posts	1,350.00 EACH (EA)	9.90	13,365.00
5	4A-C-ADH-HY200-169-20 SKU : 4A-C-ADH-HY200-169-20 1 CASE (20 Tubes) HY-200 16.9 OZ. ADHESIVE (will install 8 posts per tube) KIT includes Dispenser & Red/Black Cartridge Holder	3.00 EACH (EA)	1,720.00	5,160.00

#	Item & Description	Qty	Rate	Amount
6	 4A-ADH-HY200RV3-169-20 SKU : 670875730229 HY-200 16.9 OZ. ADHESIVE 20 Tubes per case (will install 8 posts per tube) Installs +/- 160 K71 Metal payment sleeves	5.00 EACH (EA)	1,695.00	8,475.00
7	 4A-ADH-HY200RV3-112-1 SKU : 654728851743 Single Tube HY-200R V3 11.2 OZ. Injectable mortar (will install 5-6 posts per tube)	14.00 EACH (EA)	73.00	1,022.00
8	 4A-HDW-0925 SKU : 654728851750 T-Bar Installs and removes K-71, K-72 & K-75 posts.	3.00 EACH (EA)	39.50	118.50
9	 <b>Shipping-out</b> SKU : Shipping-out Estimated Shipping/Handling TO 95401 * Standard FTL Transportation * This amount includes all handling materials, fees, and services to the zip code stated. Pricing may vary if the delivery location changes at the time order is placed. If the customer wishes to ship the order using their own method of shipping, then material charges & fees will be levied for that option.  Please see our Terms and Conditions for estimated order lead times. Shipping on all estimates are only an estimated shipping cost you will be billed actual shipping charges once determined at the time of shipping.	1.00 1	7,200.00	7,200.00
CA Sales Tax (14) (9.25%)				16,308.03
<b>Total</b>				<b>\$199,811.03</b>

**GENERAL TERMS:** The terms and conditions stated herein shall govern all sales of products (including software and/or services) made by Endoto Corp and its subsidiaries ("Endoto"), regardless of the terms and conditions stated in any purchase order submitted by the purchaser ("Purchaser"). Endoto hereby disclaims and rejects any terms and conditions appearing in a purchase order from Purchaser that are in addition to, or inconsistent with, the terms and conditions stated herein. Any such additional or inconsistent terms and conditions shall not be a part of the contract and shall not be binding on Endoto. The terms and conditions stated herein shall govern over any contrary terms in Article 2 of the Uniform Commercial Code or the INCOTERMS of the International Chamber of Commerce.

**PURCHASE ORDERS:** Unless otherwise specified, no Endoto products will be shipped until Purchaser has submitted a written purchase order along with a signed and approved estimate. Purchase orders shall state: the Endoto products ordered, including model numbers, if applicable; quantity; billing address; shipping address; and shipping instructions.

**CANCELLATIONS:** Purchaser's purchase orders shall not be subject to cancellation, changes or reductions in amount, or suspension of deliveries except upon Endoto's prior written consent and upon terms which indemnify Endoto against loss. An item noted as "Special Order" on a quote is subject to a cancellation fee of up to 100% of the quoted price.

**FORCE MAJEURE:** FORCE MAJEURE OF ANY KIND, UNFORESEEABLE PRODUCTION, TRAFFIC OR SHIPPING DISTURBANCES, WAR, ACTS OF

TERRORISM, FIRE, FLOODS, UNFORESEEABLE SHORTAGES OF LABOR, UTILITIES OR RAW MATERIALS AND SUPPLIES, STRIKES, LOCKOUTS, ACTS OF GOVERNMENT, INFECTIOUS DISEASE OR EPIDEMIC/PANDEMIC RELATED ISSUES ON A NATIONAL OR GLOBAL SCALE, OR ANY OTHER HINDRANCES BEYOND THE CONTROL OF THE PARTY OBLIGED TO PERFORM WHICH DIMINISH, DELAY OR PREVENT PRODUCTION, SHIPMENT, ACCEPTANCE OR USE OF THE GOODS, OR MAKE IT AN UNREASONABLE PROPOSITION, SHALL RELIEVE THE PARTY FROM ITS OBLIGATION TO SUPPLY OR TAKE DELIVERY, AS THE CASE MAY BE, AS LONG AS AND TO THE EXTENT THAT THE HINDRANCE PREVAILS. IF, AS A RESULT OF THE HINDRANCE, SUPPLY AND/OR ACCEPTANCE IS DELAYED BY MORE THAN TWENTY-FOUR WEEKS, EITHER PARTY SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT. SHOULD THE SELLER'S SUPPLIERS FAIL TO SUPPLY HIM IN WHOLE OR IN PART, THE SELLER SHALL NOT BE UNDER OBLIGATION TO PURCHASE FROM OTHER SOURCES. IN SUCH CASES, THE SELLER SHALL HAVE THE RIGHT TO DISTRIBUTE THE AVAILABLE QUANTITIES AMONG HIS CUSTOMERS WHILE AT THE SAME TIME TAKING INTO ACCOUNT HIS CAPTIVE REQUIREMENTS.

**DELIVERY PERIOD:**

1. Unless otherwise stated in Seller's order confirmation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only not involving any contractual obligations.
2. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.
3. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for dispatch, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into a suitable store at Buyer's expense. Upon placing the Goods into the store, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly.

**QUOTATIONS:** Unless otherwise stated, all Endoto quotations are valid for a period of thirty (30) days from the date of quotation. MDS quotations are valid for sixty (60) days. ALL ISSUED/ACCEPTED QUOTES MUST BE SIGNED BY THE PURCHASER BEFORE THE ORDER CAN PROCEED. Pricing and terms are only for items and quantities referenced in this quote. Any extra materials can be provided at a separate cost. FOR MDS PROJECTS: Touch up paint(s) are not included in overall project cost and will be a separate charge to the customer.

**DELIVERY TERMS:** Delivery terms (per INCOTERMS 2010) for products shipped shall be as follows: for Purchasers in the European Union, DDP; for Purchasers in European countries not in the European Union, DAP; for all other Purchasers, FCA East Hartford, CT, U.S.A. All freight and handling charges will be prepaid by Endoto and added to the invoice, unless otherwise arranged by the Purchaser with Endoto.

## Terms & Conditions

**GENERAL TERMS:** The terms and conditions stated herein shall govern all sales of products (including software and/or services) made by Endoto Corp and its subsidiaries ("Endoto"), regardless of the terms and conditions stated in any purchase order submitted by the purchaser ("Purchaser"). Endoto hereby disclaims and rejects any terms and conditions appearing in a purchase order from Purchaser that are in addition to, or inconsistent with, the terms and conditions stated herein. Any such additional or inconsistent terms and conditions shall not be a part of the contract and shall not be binding on Endoto. The terms and conditions stated herein shall govern over any contrary terms in Article 2 of the Uniform Commercial Code or the INCOTERMS of the International Chamber of Commerce. **PURCHASE ORDERS:** Unless otherwise specified, no Endoto products will be shipped until Purchaser has submitted a written purchase order along with a signed and approved estimate. Purchase orders shall state: the Endoto products ordered, including model numbers, if applicable; quantity; billing address; shipping address; and shipping instructions. **CANCELLATIONS:** Purchaser's purchase orders shall not be subject to cancellation, changes or reductions in amount, or suspension of deliveries except upon Endoto's prior written consent and upon terms which indemnify Endoto against loss. An item noted as "Special Order" on a quote is subject to a cancellation fee of up to 100% of the quoted price. **FORCE MAJEURE:** FORCE MAJEURE OF ANY KIND, UNFORESEEABLE PRODUCTION, TRAFFIC OR SHIPPING DISTURBANCES, WAR, ACTS OF TERRORISM, FIRE, FLOODS, UNFORESEEABLE SHORTAGES OF LABOR, UTILITIES OR RAW MATERIALS AND SUPPLIES, STRIKES, LOCKOUTS, ACTS OF GOVERNMENT, INFECTIOUS DISEASE OR EPIDEMIC/PANDEMIC RELATED ISSUES ON A NATIONAL OR GLOBAL SCALE, OR ANY OTHER HINDRANCES BEYOND THE CONTROL OF THE PARTY OBLIGED TO PERFORM WHICH DIMINISH, DELAY OR PREVENT PRODUCTION, SHIPMENT, ACCEPTANCE OR USE OF THE GOODS, OR MAKE IT AN UNREASONABLE PROPOSITION, SHALL RELIEVE THE PARTY FROM ITS OBLIGATION TO SUPPLY OR TAKE DELIVERY, AS THE CASE MAY BE, AS LONG AS AND TO THE EXTENT THAT THE HINDRANCE PREVAILS. IF, AS A RESULT OF THE HINDRANCE, SUPPLY AND/OR ACCEPTANCE IS DELAYED BY MORE THAN TWENTY-FOUR WEEKS, EITHER PARTY SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT. SHOULD THE SELLER'S SUPPLIERS FAIL TO SUPPLY HIM IN WHOLE OR IN PART, THE SELLER SHALL NOT BE UNDER OBLIGATION TO PURCHASE FROM OTHER SOURCES. IN SUCH CASES, THE SELLER SHALL HAVE THE RIGHT TO DISTRIBUTE THE AVAILABLE QUANTITIES AMONG HIS CUSTOMERS WHILE AT THE SAME TIME TAKING INTO ACCOUNT HIS CAPTIVE REQUIREMENTS. **DELIVERY PERIOD:**

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Purchaser wishes to use an alternative payment method other than eNdoto's standard, charges will be levied for that option. By signing this Estimate you understand that the agreement is with the customer stated, and that payment terms are with said customer, not a third party. Customer may be subject to a late fee of 1% - 3% per day for everyday late outside of terms stated on Estimate, unless otherwise stated in writing from eNdoto Corp/MDS. **TAXES AND OTHER CHARGES:** Purchaser is responsible for all sales, VAT, or related taxes applicable to the purchase of Endoto products. Endoto will add such taxes to the invoice and Purchaser will be responsible for payment of such taxes, unless Purchaser provides to Endoto a valid exemption certificate or other document acceptable to the authority imposing the tax. Purchaser is responsible for all duties and other government fees applicable to the purchase and import of Endoto products, unless the Delivery Terms are DDP. **SECURITY INTEREST:** Purchaser hereby grants to Endoto, and Endoto hereby reserves, a security interest in the products to secure Purchaser's obligation to pay the invoice amount. Purchaser agrees to cooperate in all respects in order that Endoto may perfect such security interest. Endoto shall release the security interest upon payment in full of the invoice amount. **SHIPPING METHOD:** Unless otherwise requested in writing by Purchaser, all Endoto products will be shipped by whatever means and carrier that Endoto considers to be the most appropriate method of transportation. Risk of loss shall pass to Purchaser upon delivery by Endoto to the carrier, or, in the case of DDP or DAP terms, upon delivery to the Purchaser. Endoto reserves the right to use recycled pallets and packaging for all shipments, if the Purchaser requires new or specialty shipping materials it will be at Purchaser's expense. The Purchaser has the right to use their own shipping company, at their expense. If the purchaser chooses to use, provide, and pay for their own method of shipping, the purchaser may then be subject to a materials/handling fee from eNdoto based on the size of their order. Purchasers opting to use their own shipping method/transportation company must also carry insurance on that shipment. **PRODUCT CONTROL:** Unless otherwise specified upon Endoto's acceptance of purchase order, all products are produced in accordance with Endoto's standard production processes. Specifications provided in Endoto's literature are subject to change without notice. Endoto reserves the right to add, delete, alter or modify products at its discretion. eNdoto reserves the right to have materials and/or products for any order manufactured at any of our facilities. These facility locations could include but are not limited to; France, The United Kingdom, Spain, and Germany. eNdoto also reserves the right to change the original manufacturing location at any time without notice to the Purchaser. eNdoto reserves the right at any time (without being obligated to do so) to change the manufacturing location/facility for reasons including but not limited to; availability of materials, staff or transportation. eNdoto reserves the right to do so without notice or approval of Purchaser. **LEAD TIME(S):** All orders are subject to eNdoto Corps standard estimated 6-8 week lead time. This estimated lead time starts the date a purchase order is received and accepted, as well as any other required documentation or payment that is needed to process and send the order to productions. These lead times are estimated and are not promises/guarantees that the order will be completed and ready for shipment within that time frame. The standard estimated lead time does NOT include transit time for any order. Lead times are subject to change based on the capacity of the production queue at the time the order is submitted by the customer, and/or accepted by eNdoto Corp. This standard estimated lead time does NOT apply to any custom items and/or orders. This standard estimate lead time also does not include any company holidays, shutdowns, etc. **CUSTOM ORDERS:** All custom orders must be specified in writing and are subject to Endoto's express acceptance. Please note, any order that contains all or part of the MDS Product line is considered a custom order. Furthermore, Purchaser shall, with respect to custom orders produced according to Purchaser's specifications, defend Endoto at Purchaser's expense and pay all costs and damages of any kind (including Endoto's attorney's fees) incurred by Endoto as the result of any suit or other legal proceeding against Endoto for infringement of any letters, patents, trademarks, copyrights, or other rights by reason of use of such specification, provided Endoto promptly notifies Purchaser in writing of such claim of, or suit for, infringement and tenders the defense thereof to Purchaser. Additionally, at Endoto's option, Endoto may be separately represented in any such suit at Endoto's own expense. Lead times for customized order vary by project. Customized projects/orders are subject to a MINIMUM 12-16 week lead time from date of received, accepted, and signed plans with an accompanying purchase order from the purchaser. NO MATERIAL will be ordered without proper approved and signed documentation. All purchase orders issued by the Purchaser, must be accompanied by a signed estimate issued by eNdoto. Furthermore, all custom orders are prepaid before production will begin, unless otherwise documented in writing. The items with multiple color options may or may not be deemed a custom item. If a color the Purchaser is requesting is not a stocked color, then the item and other items within the order fall under the Custom Order Lead time (Minimum 12-16 weeks). For questions regarding eNdoto's stocked colors, Purchaser request further information from their eNdoto representative. The responsibility to do so falls on the Purchaser not eNdoto. **PURCHASER'S DUTIES:** By accepting delivery of any Endoto product, the Purchaser agrees to use that product only for its Intended Use. The Purchaser assumes, without limitation, all risk of injury, damage, or otherwise arising out of any use other than the Intended Use of a Endoto product.

**TERRITORY EXCEPTIONS:** If applicable, eNdoto is providing this estimate as a one time exception despite any items, territories, customers, etc. being outside of the issued customer's territory. eNdoto and it's affiliated companies, reserves the right to revoke this consideration at any time and does not imply that similar requests, terms, pricing, etc. will be accepted or quoted in the future.

**RESALE:** The Purchaser agrees to assume all liability arising out of any use other than the Intended Use of an Endoto product by any third party who has directly or indirectly obtained the product from the Purchaser. In addition, the Purchaser agrees to indemnify, defend, and hold harmless Endoto against all inquiries, claims, damages, actions, causes of

action, injuries, and litigation arising out of any use other than the Intended Use of an Endoto product purchased by the Purchaser. **NOTIFICATION OF COMPLAINTS:** Purchaser shall notify Endoto's Customer Service Department within ten (10) days of receipt of Endoto products regarding any defect or deficiency therein, including questions regarding the invoice, mis-shipments or lost or damaged shipment. Failure to provide such notice to Endoto shall be deemed acceptance of such Endoto products as complete and satisfactory to Purchaser. **RETURNS:** Purchaser shall contact Endoto's Customer Service Department to return any unused, loaned, or damaged Endoto product. Purchaser shall obtain the appropriate forms from Endoto prior to returning any such product or returning product for Transmitter Exchange to Endoto. Items returned without proper Endoto forms will be delayed in processing. Custom orders/colors are NON-RETURNABLE. Any other returnable item is subject to a 30% - 50% restocking fee. The cost of shipping to return the item back to eNdoto is the responsibility of the Purchaser. The customer will receive (if any) company credit for any item deemed acceptable for return at the discretion of eNdoto Corp. **WARRANTIES:** ONLY THE EXPRESS LIMITED WARRANTIES SET FORTH IN Endoto's STANDARD WARRANTY POLICY SHALL APPLY TO Endoto's PRODUCTS. Endoto HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Endoto's standard warranty policy covering any Endoto products shall be NULL, VOID, AND OF NO EFFECT if the purchaser or any third party uses that product for any use other than the intended use of that product. **GOVERNING LAW:** Connecticut law, excluding its choice of law rules, shall be controlling for all purposes regarding any claim or dispute between Endoto and Purchaser. The sole and exclusive forum for any action commenced by Purchaser shall be in a state or federal court in Connecticut. By Signing below, you agree to the Terms & Conditions Authorized Signature:

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