



Date: 12/9/24 Branch: 1700



Sourcewell Contract #120721-RVL

CUSTOMER:	City of Santa Rosa
ADDRESS:	35 Stony Point Road
CITY, STATE, ZIP:	Santa Rosa, CA 95401
PHONE:	
EMAIL:	
ATTN:	

_{RV #} 30273	
CRM Quote # 20126	

Туре	Product #	Description	Price	Quantity Price / Unit
Camera Cable	80072300	FOX2 FO4 HD 4K Camera Cable Type 00/20 (NEW)	\$ 17,377.20	1 \$ 17,377.20
Camera Head Accessories	901601040	Pressure Test Set	\$ 529.20	1 \$ 529.20
Computer Systems	V0001017	19" Industrial PC	\$ 6,773.31	1 \$ 6,773.31
HD Systems	V4004025	ORPHEUS HD Pan & Tilt Camera WITH TRANSMITTER	\$ 35,568.45	1 \$ 35,568.45
Systems	V9052009	T66.1 HD Camera Tractor	\$ 13,506.75	1 \$ 13,506.75
	905244001	Camera Connection Type 2.1 HD for T66.1HD	\$ 1,802.25	1 \$ 1,802.25
	V9052021	Camera Connection Type 2-8 SD/HD for SD cameras and ORION 3 (SD or HD modes)	\$ 2,266.65	1 \$ 2,266.65
	V9049001	T76 HD TRACTOR	\$ 23,822.10	1 \$ 23,822.10
	V9040013	HD Camera Base Module for T76/86 Tractor	\$ 6,683.85	1 \$ 6,683.85
Rapid View Build Out Options	VZ000602	FRP Cargo 16' Box	\$ 22,870.99	1 \$ 22,870.99
Napid view Build Out Options	VZ000621	Inspection Conversion for 16' Commercial RapidView FRP Box or Trailer	\$ 29,739.79	1 \$ 29,739.79
	VZP00021 VZP000116	Inverter 5000w, 120VAC with 330AH LifePO 4 Batteries (Qty:3)	\$ 23,873.68	1 \$ 23,873.68
		Inverter Extra 330AH LifePO 4 Battery installed		
	VZP000118	,	\$ 4,365.47	1 \$ 4,365.47
	VZM000102	Monitor, 22" Widescreen	\$ 2,660.21	3 \$ 886.74
	VZM000104	Monitor Mount - Double	\$ 324.00	1 \$ 324.00
	VZ000306	KW Reel cabinet, (W-22", L-39" & H-34"), with a slide out tray for the LISY Synchro drum	\$ 2,238.44	1 \$ 2,238.44
	VZ000703	Small sink in counter top	\$ 568.42	1 \$ 568.42
	Equip Sales	Rear Pull Out Drawers	\$ 2,501.05	1 \$ 2,501.05
	VZOP000102	Box bathroom Addition - requires 16' Box *Holding Tank *Toilet *Privacy door *Installed in w		1 \$ 6,002.53
Rapid View Chassis	VZ000700	E450 GAS CHASSIS for 16' BOX, 176" WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic		1 \$ 52,075.44
Reel Accessories	904350020	Cable Deflection Pulley KUV 2.7 with rope and holder (50ft of rope)	\$ 756.00	1 \$ 756.00
	802617031	Cable Deflection Pulley KW305/505	\$ 1,150.20	1 \$ 1,150.20
	800500841	KW Reel foot-operated winch switch (KW505, 310 and 305)	\$ 1,080.00	1 \$ 1,080.00
	802975001	Cable Cleaning Brush for KW305/310/505	\$ 522.45	1 \$ 522.45
Reels	V8029020	KW505 FO2 4K Synchronized Power Cable Reel	\$ 38,357.55	1 \$ 38,357.55
Standard Cameras	V0494050	ORION 3.0 Zoom HD/SD Adaptive PAN & TILT CAMERA	\$ 22,026.60	1 \$ 22,026.60
	904055000	Adapter 8 HD - 10 HD	\$ 2,266.65	1 \$ 2,266.65
T66 Tractor and Accessories	905211031	Additional Weight for T66	\$ 781.65	1 \$ 781.65
	905253031	Combination KRA65 & T66 Lowering Claw Used With Pole Adapter	\$ 348.30	1 \$ 348.30
	905210091	Treaded Wheel Set 75 Complete - BROWN -	\$ 684.45	1 \$ 684.45
	905210191	Treaded Wheel Set 105 PUR Complete - Brown -	\$ 935.55	1 \$ 935.55
	905216291	High-Traction Tungsten Carbide Wheel Set 70	\$ 1,250.10	1 \$ 1,250.10
	905215991	High-Traction Tungsten Carbide Wheels for 6" and up	\$ 1,452.60	1 \$ 1,452.60
	905216791	High-Traction Tungsten Carbide Wheels for 8" and up	\$ 1,656.45	1 \$ 1,656.45
T76 Tractor and Accessories	900406690	Pneumatic Tires for T76/86 KRA75/85 PANORAMO and LISY (Grey)	\$ 1,439.10	1 \$ 1,439.10
	904110390	Large Black Pneumatic Tires, Tubes and Rims (Set of 4) for T76/86/PANORAMO/LISY (Black) -	\$ 1,475.55	1 \$ 1,475.55
	900410891	T76 RAD 150 Complete Treaded Wheelset for 12" And Up	\$ 1,684.80	1 \$ 1,684.80
	904401491	High-Traction Tungsten Carbide Wheels for 6" and up	\$ 1,452.60	1 \$ 1,452.60
	900406691	High-Traction Tungsten Carbide Wheels for 8" and up	\$ 1,540.35	1 \$ 1,540.35
	V1971003	BS7-10X Vehicle Mounted Control	\$ 33,297.75	1 \$ 33,297.75
	RAM-2461U	VESA 75 Mounting Plate With Ball - C Size	\$ 41.31	1 \$ 41.31
	RAM-201U-B	Double Socket Arm - C Size Short	\$ 48.49	1 \$ 48.49
Wincan	RAM-TRACK-EXA-9BU	9BU 9" Modulare Aluminum Black Tough Track	\$ 38.07	1 \$ 38.07
	RAP-354U-TRA1	Track Ball With T-Bolt Attachment - C Size	\$ 35.75	1 \$ 35.75
	10TS7M	10 Inch Touch Screen	\$ 664.47	1 \$ 664.47
	GV-N710D3-2GL	Graphics Card With HDMI Output	\$ 91.80	1 \$ 91.80
	904116031	Remote Elevator for T76/86	\$ 7,811.10	1 \$ 7,811.10
	H-7440-HD Vitec	HD Vitec Card	\$ 5,467.50	1 \$ 5,467.50
JDC Accessories	TRP01	JDC -Top Manhole Roller	\$ 3,467.50	1 \$ 5,467.50
IDC ACCESSOLIES	Poleset	JDC-10 Manifole Roller JDC-18' of Fiberglas Poles, Mounting Bracket and IBAK Adapter	\$ 399.60	1 \$ 449.55
	ruleset		,	1 \$ 399.DU
		Sale Price	\$384,756.12	
		Sourcewell Discount (4%)	\$ (15,390.24)	
		Subtotal	\$369,365.88	
		Freight / PDI	\$ 9,629.38	
		Equipment Training (2 Days):	\$ 5,000.00	
		Subtotal Sale Price	\$383,995.26	
		Tax (9.75%)	\$ 37 439 54	

Tax (9.75%)

Final Sale Price

\$ 37,439.54

\$421,434.80

VZ000700

E450 GAS CHASSIS for 16' BOX, 176" WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic Transmission with Overdrive w/ Tow-Haul Mode, includes; Remote Keyless Entry, 40-Gallon Fuel Tank, Grey Vinyl Seats and Flooring, Cruise Control, Power Group, Air Conditioning and AM/FM Stereo.

VZ000602

FRP Cargo 16' Box

- * Dim: 16'x8'x6'6",
- * Includes installation of box on approved chassis,
- * Dual swing open rear doors,
- * Side entry door,
- * Aluminum plank flooring for easy cleaning and higher traction

VZ000621

Inspection Conversion for 16' Commercial RapidView FRP Box or Trailer

- * Walk-thru design with partition wall and door.
- * Tinted glass viewing window in bulkhead wall.
- * 12v LED lighting.
- * Roof Air.
- * Rear back up camera.
- * Exterior shore power package with extension cord.
- * Auxiliary battery and charging system installed with generator and MEPs systems.

FRONT OFFICE:

- * Carpeted walls in Studio.
- * Laminated base cabinetry.
- * Laminate countertops in studio.
- * Vibration resistant electronics cabinet with rear door access to outside of truck for easy installation and troubleshooting.
- * Bench seat over generator.

WORKSPACE:

- * Heavy-duty, 5 drawer toolbox.
- * Monitor mount in workspace for installing monitor (monitor sold separately).
- * 14 Gallon pressurized wash down system.
- * Butcher block workbench.
- * Rugged FRP cabinets.
- * Closet with aluminum storage shelves.
- * Rugged FRP overhead cabinets with easy-open hardware.

SAFETY:

- * Directional arrow board at rear.
- * Strobe light mounted on front roof.
- * LED side markers on Box.

VZP000116

Inverter 5000w, 120VAC with 330AH LifePO 4 Batteries (Qty:3)

VZP000118

Inverter Extra 330AH LifePO 4 Battery installed

VZM000102

Monitor, 22" Widescreen

VZM000104

Monitor Mount - Double

VZ000306

KW Reel cabinet, (W-22", L-39" & H-34"), with a slide out tray for the LISY Synchro drum and one locking drawer with a divider. All aluminum drawer construction.

VZ000703

Small sink in counter top

Equip Sales

Rear Pull Out Drawers

VZOP000102

Box bathroom Addition - requires 16' Box *Holding Tank *Toilet *Privacy door *Installed in work area *Replaces closet in standard conversion

V0494050

ORION 3.0 Zoom HD/SD Adaptive PAN & TILT CAMERA

- * Pan, Tilt and Zoom for 4" and up
- * May be used on tractor or pushrod
- * Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate
- * High resolution and superior picture quality
- * Laser diameter, deformation, defect and object measurement (third party software required not included)

904055000

Adapter 8 HD - 10 HD

- For plug-in installation of IBAK ORION 3
- for Camera Connection CB 3.2 S HD
- for Camera Connection CC 2.1 HD
- for Camera Connection CC 4.1 HD
- for Camera Connection CC 5.1 HD

905211031

Additional Weight for T66

- * For 6" and up
- * Light and heavy weights included
- * Additional weight = additional traction = greater distance

905253031

Combination KRA65 & T66 Lowering Claw Used With Pole Adapter

905210091

Treaded Wheel Set 75 Complete - BROWN -

** For T66/PANORAMO 150 Tractor only**

(((T66 - 5" / 125mm Pipe Size & Up)))

((PANORANO 150 - 6" / 150mm & Up))

905210191

Treaded Wheel Set 105 PUR Complete - Brown -

- **T66 & PAMORAMO 150 Only**
- *T66 Used In 6" / 150mm & Up Pipe*
- *PANORAMO 150 Used In 8" / 200mm & Up Pipe*

(((Uses Replacement Tire P/N 905206342)))

905216291

High-Traction Tungsten Carbide Wheel Set 70

- * For use with T66 & Panoramo 150 Tractors
- **For use In 125mm or 5" (T66) & 150mm or 6" (Panoramo 150) and up Pipe
- * Large Grit

((Uses Countersunk Screw 6001541)))

905215991

High-Traction Tungsten Carbide Wheels for 6" and up

- * For use with T66 and PANO 150 Tractors
- * Large Grit

(((Uses Countersunk Screw 6001541)))

905216791

High-Traction Tungsten Carbide Wheels for 8" and up

- * For use with T66 for 8" and up
- * For use with PANO 150 Tractors for 10" and up.
- * Large Gri
- **Comes With 12 Each, 6001562 M5x20 Countersunk Torx, 6001043 M5x25 Cheese Head and 6000081 A5.3 Flat Washers**

900406690

Pneumatic Tires for T76/86 KRA75/85 PANORAMO and LISY (Grey)

Comes with 8 - 6000510 (M6x75) & 8 - 6000412 (M6x35) Wheel Bolts and 8 - 6000082 (A6.4) Washers

904110390

Large Black Pneumatic Tires, Tubes and Rims (Set of 4) for T76/86/PANORAMO/LISY (Black) - 3.00-4

Comes with 6000082 x 8 (A6.4 Washer), 6001522 x 8 (M6x113) and 6000510 x 8 (M6x75)

900410891

T76 RAD 150 Complete Treaded Wheelset for 12" And Up

(Brown / Hard)

- For 16" and up on a T86 $\,$
- For 12" and up on a T76 $\,$
- For 10" and up on a T66
- *Uses Single Replacement Tire 900411742*
- *Uses 6000412 M6x35 Cheese Head Screws*
- *Uses 6002116 M4x8 Torx Countersunk Screw*

904401491

High-Traction Tungsten Carbide Wheels for 6" and up

- * For use with T76 / T86 / PANO2 Tractors
- * Large Grit
- * Uses Wheel Bolt 6002104

900406691

High-Traction Tungsten Carbide Wheels for 8" and up

>>>Complete Set of 4 with bolts and washers<<<

- * For use with T76 / T86 / PANO2 Tractors
- * Large Grit
- * Uses Wheel Bolt 60000291
- * Uses Flat Washer 6000082

V1971003

BS7-10X Vehicle Mounted Control

- For operation of all camera and the tractor functions
- For permanent installation in a vehicle in 19" technology
- Separate keyboard surround with 2 joysticks, emergency stop, microphone for intercom
- - Includes V0000189 on/off switch
- Requires control monitor panel and monitor mount.
- Requires PC for operation
- HD, SD, LISY and PANORAMO operation
- For use with KW505 and KW310 FO drums.

RAM-2461U

VESA 75 Mounting Plate With Ball - C Size

RAM-201U-B

Double Socket Arm - C Size Short

RAM-TRACK-EXA-9BU

9BU 9" Modulare Aluminum Black Tough Track

RAP-354U-TRA1

Track Ball With T-Bolt Attachment - C Size

10TS7M

10 Inch Touch Screen

GV-N710D3-2GL

Graphics Card With HDMI Output

V8029020

KW505 FO2 4K Synchronized Power Cable Reel

- * Designed for use with 00/12 FO2 X2 fiber optic cable required for PANORAMO 4K systems
- * Synchronized cable payout and retraction
- * Automatic level wind
- * Requires vehicle installation
- * Includes remote control pendant and LED boom light
- * Distance counter with rear display
- * Holds up to 2000' on 00/12 FO2 X2 fiber optic cable
- * Includes integrated tractor lowering winch and control

80072300

FOX2 FO4 HD 4K Camera Cable Type 00/20 (NEW)

- * 1640 feet of dual fiber cable
- * Requires KW505.1 FOX2 FO4 HD 4K Cable Drum with v.8 board

904350020

Cable Deflection Pulley KUV 2.7 with rope and holder (50ft of rope)

802617031

Cable Deflection Pulley KW305/505

*Attaches to the boom for off-manhole setups

800500841

KW Reel foot-operated winch switch (KW505, 310 and 305)

 $\boldsymbol{^*}$ Control the lowering winch with foot to allow more control while lowering the tractor into

the manhole

901601040

Pressure Test Set

802975001

Cable Cleaning Brush for KW305/310/505

*Attaches to drum boom and cleans cable during retrieval

V4004025

ORPHEUS HD Pan & Tilt Camera WITH TRANSMITTER

- * Pan&Tilt, Zoom Camera of 6" pipelines
- * Full HD 1920x1080 Resolution, HD-SDI Standard (patent pending)
- * 160x Zoom (10x Optical, 16x Digital)
- * Pan-able zoom optics
- * High-power LED lighting with gap lighting
- * Intelligent Auto-Focus
- * Innovative HUD display
- * Includes installed 33hz transmitter

V9052009

T66.1 HD Camera Tractor

- * For use with HD camera cable/systems
- $\ensuremath{^{*}}$ For camera operation in pipelines 4" and larger
- * Zero turn radius, full steering with ATC (Automatic Tilt Compensation)
- * Incl. test adapter, tool set and lowering claw.
- * Includes 4", 6" and 8" wheelsets
- * REQUIRES Camera Connection (Sold Separately)

905244001

Camera Connection Type 2.1 HD for T66.1HD

- $\ensuremath{^{*}}$ For connection of HD cameras
- * Standard straight connector for camera on T66.1 HD tractor V9052021

Camera Connection Type 2-8 SD/HD for SD cameras and ORION 3 (SD or HD modes)

- * Solid front connector for camera on T66.1 HD or T66.1
- * Accepts Standard Definition cameras (ORION, NANO) and the ORION 3 SD/HD Camera.
- * If used on a T66.1 HD the ORION 3 will operate in HD mode.

V9049001

T76 HD TRACTOR

- * HD Version required for HD System operation
- * Mainline tractor for use in pipelines 5" and up
- * Zero turn radius, full steering with ATC (Automatic Tilt Compensation)
- * Includes lowering claw, toolset and 5"/6"/8"/10" wheelsets
- * T76 can be used as the chassis for the LISY 3.2 HD Extension
- * Requires a HD Camera Base module for normal mainline operations
- * Add the Remote Elevator (904116031) to help in larger pipelines

V9040013

HD Camera Base Module for T76/86 Tractor

- * Required for operation of T76/86 HD as mainline tractor
- * Includes 33kHz and 512Hz transmitters for location

904116031

Remote Elevator for T76/86

- * Raises the camera to allow centering in pipeline
- * Lifts camera above water line in pipes with flow

V0001017

19" Industrial PC

These specifications or greater:

- * Ruggedized Rack Mount Cabinet
- * Intel Quad Core Processor
- * 16 GB RAM
- st 256 GB Solid State Drive for Applications / OS
- * 2 TB Hard Drive for Data
- * DVD-R/CD-RW drive
- * Keyboard and Optical Mouse
- * Operating system Windows 10 Professional

Terms and Conditions

Surcharges or rate increases issued by manufacturer that affect this quote following quote acceptance, but prior to order delivery, will be the responsibility of Buyer. Any surcharge or increase that is applied to this purchase will be applied at same cost as issued by manufacturer.

- Acceptance of this Proposal is subject to availability of the Equipment listed above.
- Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.
- The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.
- Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.
- If this Proposal is not executed by both parties within sixty (60) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,

Stephanie Prescott

Stephanie Prescott
Regional Sales Manager - Inspection
760/644-5147
Stephanie Prescott@TeamJDC.com

	This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.
Customer:	
By:	
Date:	
Email:	
Purchase Order#	:

SALE OF NEW EQUIPMENT TERMS AND CONDITIONS

1. THE AGREEMENT. Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extend they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.

2. TERMS OF PAYMENT

- 2.1 <u>Payment Date</u>. All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
- 2.2 <u>Shipping Delays</u>. If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.

2.3 <u>Delinquent Payments</u>.

- 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
- 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
- 3. <u>DELIVERY</u>. Seller does not guarantee delivery dates.
- 4. <u>RISK OF LOSS</u>. Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
- 5. INSPECTION OF EQUIPMENT. Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
- 6. <u>INDEMNIFICATION</u>. Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.

MISCELLANEOUS.

- 7.1 <u>No Assignment</u>. There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
- 7.2 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
- 7.3 <u>Venue</u>. The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
- 7.4 <u>Construction and Captions</u>. The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
- 7.5 <u>Entire Agreement</u>. The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
- 7.6 <u>Amendments</u>. The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
- 7.7 Partial Invalidity. In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
- 7.8 <u>Counterparts</u>. The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
- 7.9 Authority. Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so .
 - NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH

 ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.