

Customer: Warwick School District		Quote: 2024088C	Ph: (717)-626-3728	Fax: (717)-626-3731
Address: 301 West Orange St.			Project: High School Renovation	
City: Lititz,	State: PA	Zip: 17543	Contact: Jeff Weber	
Terms: 30 % down Signed PO		Date: 11-13-24	Project Engineer: Jerry Fox	
Qty	Manf	Description	Each	Extended

6	ADI	Cord; AC; 6ft.; 16/3; Black	\$7.10	\$42.60
6	LifeSafety	Power supply board 250W, 20A/12V or 10A/24V   Secondary voltage power supply, 5-18V adjustable @ 4A max, class 2 power	\$1,235.00	\$7,410.00
12	Power Sonic	Battery 7 Amp Hour 12 DC YA-NP712	\$25.00	\$300.00
6	RS2	Intelligent system control processor with 10/100Base-T Ethernet.	\$3,082.20	\$18,493.20
15	RS2	Two portal four reader SIO with reader interface capable of Wiegand, clock and data, OSDP, magstripe, keypad, LCD, and biometric technologies.	\$1,021.35	\$15,320.25
19	WaveLynx/RS2	Single-Gang Reader 125khz&13.56mhz Standard Prox and Smart	\$303.60	\$5,768.40
30	RS2	Panel interface module supporting up to sixteen wireless AD series	\$1,640.10	\$49,203.00
145	RS2	AD300/400 integrated base reader lock license for all locking devices.	\$130.00	\$18,850.00
3	Aiphone	Touchscreen IP Video Master Station, SIP Compatible, Privacy H	\$1,595.53	\$4,786.59
3	Aiphone	Compatible Flush Mounted IP Video Door Station, Vandal Resist	\$1,253.99	\$3,761.97
3	Aiphone	Multi-Purpose Adaptor for IX Series	\$756.31	\$2,268.93
1		Material Totals		\$126,204.94
1		Installation, setup and programming		\$125,560.00
		Investment of		\$251,764.94

**Scope:**

Triangle Communications Inc. will supply the equipment and installation of additions to the access control system at Warwick School District. TCI will supply and install dual channel 485 controllers to interface card readers and AD-400 wireless lock sets to the existing access control system. TCI will install the card readers and interface them into the system. Life safety power supplies will be installed to house the controllers and reader modules. Aiphone intercom doors stations and masters will be installed at the specified locations and interfaced into the access control system to remotely control the doors.

**Qualifications:**

All cabling supplied and installed by others.  
A Fire drop to each panel location supplied and installed by others.  
Power and network connections installed by others.  
AD-400 Locksets provided, warrantied and installed by others.  
This is a system package, additions will be quoted as change order.

Acceptance: The prices, specifications and conditions are satisfactory and are hereby accepted. Triangle Communications, Inc. is authorized to proceed with the delivery of the materials and/or labor as specified. This proposal is valid for 15 days. This proposal is an instrument of service, is the property of Triangle Communications Inc. Any use or reproduction, in part or whole, without the written consent of Triangle Communications Inc. is strictly forbidden. All work to be performed during normal business hours 8:00 a.m. to 4:30 p.m. unless otherwise specified. This proposal assumes that when the project has commenced it will be completed in a reasonable time period. Delays or work stoppages due to the customers inability to have the work area available to Triangle Communications Inc. may result in additional charges. Projects not completed due to circumstances outside of Triangle Communications control maybe billable at a time and materials rate. TCI will not assume any liability for delays due to Weather or acts of God. PA sales tax not included. The information provide in the for mentioned proposal is for informational purposes only. Triangle Communications Inc. assumes no responsibility for the accuracy of the provided information nor warranty's the accuracy of the information. Attached standard terms and conditions apply to all approved proposals unless written exclusions are attached.

Authorized Signature  
Purchase Order #

Date

# Triangle Communications

## SECURITY & COMMUNICATIONS



### 1. LIMITATION OF LIABILITY

- A. Triangle Communication Inc.'s (TCI) obligation under this Agreement is to provide products or services in a timely manner in accordance with the terms of this Agreement. EXCEPT AS EXPRESSLY STATED HEREIN, TCI MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR SERVICES, AND SHALL HAVE NO LIABILITY FOR LOSS OF ANTICIPATED PROFITS OR CONSEQUENTIAL OR SPECIAL DAMAGES. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TCI shall not be liable for any reason, whether under this Agreement or otherwise, for any cost, expense, loss or damage suffered by Customer or any other person, including, without limitation, cost, expense, loss or damage resulting, directly or indirectly, from the use, operation, non-operation or loss of use of the Equipment, including, but not limited to, personal injury and property damage; claims or demands against Customer by any third party; consequential, incidental, indirect or special damages (including, without limitation, loss of income, goodwill or prospective profits); or losses, damages or injuries due, directly or indirectly, to occurrences or consequences from occurrences which the Equipment is designed to detect or avert.
- C. Customer understands and agrees that protection for the above-referenced costs, expenses, losses and damages is Customer's sole responsibility and that it is Customer's responsibility to obtain and maintain insurance coverage for such costs, expenses, losses and damages.
- D. TCI's liability shall not exceed, under any circumstances, the amounts paid to TCI by Customer under this Invoice or Agreement ("Liability Limitation"). Customer understands and agrees that the limitations on liability set forth this Agreement including, without limitation, the waiver of subrogation and the Liability Limitation, are being relied on by TCI in determining the costs of the products and services provided by TCI to Customer pursuant to this Agreement. In addition to the foregoing, Customer agrees that in the event TCI is found liable for loss, damage or injury in any respect (other than as a result of a breach of this Agreement), including, without limitation, loss, damage or injury resulting from TCI's negligence, TCI's maximum liability shall be limited to the lesser of the Liability Limitation or an amount not exceeding TCI's insurance coverage.

**2. INDEMNIFICATION and HOLD HARMLESS.** The Customer hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Customer or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the products and/or services provided under this Invoice or Agreement; and if any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon TCI's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of TCI, the Customer agrees to indemnify and save harmless TCI, its officers, agents, servants and employees from and against any and all such claims, and further from any and all loss, costs, expense, liability damage or injury including legal fees and disbursements, that TCI, it's officers, agents, servants or employees may directly or indirectly sustain suffer or incur as a result thereof and the Customer agrees to and does hereby assume on behalf of TCI the defense of any action at law or in equity which may be brought against TCI, it's officers, or employees upon or by reason of such claims and to pay on behalf of TCI, it's officers and employees upon its demand the amount of any judgment, that may be entered against TCI, it's officers or employees in any such action.

**3. WAIVER OF SUBROGATION.** Customer hereby understands and agrees that TCI is not an insurer and that insurance, if any; covering personal injury and property loss or damage for the benefit of Customer must be obtained by the Customer. Customer acknowledges it is impractical and difficult to fix actual damages, if any, which may result from a failure to perform any of TCI's obligations or failure or malfunction in the products or services provided. Customer hereby waives its rights of recovery for any loss covered by insurance on the premises or its contents, including bodily injury or death, to the extent permitted by law.

### 4. AGREEMENT

- A. These Terms and Conditions and any attached agreement or proposal constitutes the entire agreement between the parties and are collectively referred to as the "Agreement", and supersede any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order issued by Customer in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on TCI if expressly accepted in writing by TCI. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.
- B. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement.
- C. Customer consents to the exclusive jurisdiction and venue of the Lancaster County Court of Common Pleas of the Commonwealth of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail.

940 West Main Street . New Holland, PA 17557-9391 . (717) 656-2211 . FAX (717) 656-3458

99 15th Street .New Cumberland, PA 17070 .(717) 774-7455 .FAX (717) 774-7469

STANDARD TERMS AND CONDITIONS



- D. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of TCI or Customer shown in the Inspection Agreement. Notice will be deemed to have been given five (5) days after the mailing of the notice.
- E. This Agreement is not cancelable by Customer for any reason whatsoever except as expressly provided in this Agreement.
5. **TITLE/SECURITY INTEREST.** Failure by Customer to make any payment due hereunder, or on request to give proper shipping instructions, or to accept delivery at times stated, or to comply with all terms of any contract between Customer and TCI shall give TCI, in addition to all other available remedies, the right at its option to deduct any undelivered quantities of material from the total quantity of material to be furnished whether under this or any other contract between Customer and TCI. Title to materials shall pass immediately upon delivery to a carrier at the point of shipment. Customer hereby grants to TCI a security interest (which shall be deemed a purchase money security interest) in all goods and materials provided to Customer by TCI or upon which TCI performs services for Customer, to secure payment by TCI for all such goods, materials or services. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to TCI, TCI shall have all rights of, and all of the remedies available to, an unpaid secured creditor under the applicable state Uniform Commercial Code (UCC), and all other rights and remedies available at law or in equity. Customer agrees, and, to the extent permitted by law, TCI is authorized to, execute and file whatever documents are necessary, including security agreements or financing statements, to evidence and perfect the security interest granted by this paragraph.
6. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of TCI upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in TCI's favor existing at law or in equity. TCI may exercise all remedies, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
7. **NO ASSIGNMENT.** This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of TCI, which consent may be withheld by TCI, in its sole discretion, for any reason or no reason.
8. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of this Agreement, remain in full force and effect in accordance with its terms.
9. **COMMERCIAL TRANSACTION.** Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, family or household use.
10. **PAYMENT, INTEREST.** No offset, back-charge, claim or deduction of any kind shall be withheld from any amount owed by Customer to TCI without the written consent of an officer of TCI. All amounts owed by Customer to TCI shall accrue interest at the rate of one and one-half (1.5%) percent per month, or the maximum rate permitted by law, whichever is less, from due date. Any monies received by TCI from Customer may be applied by TCI to any of Customer's open accounts in any manner that TCI may determine.
11. **OTHER DEFAULTS.** It shall be a default under this Agreement if Customer files a petition in bankruptcy, has a bankruptcy petition filed against it, or is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors or defaults under any other agreement with the TCI.
12. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.
13. **HEADINGS** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.
14. **ATTORNEYS' FEES AND EXPENSES.** In the event of a dispute between the parties regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorneys' fees and costs paid by the losing party. TCI shall also be entitled to receive an administrative fee of \$\_10% of contract amount\_\_ if the dispute relates to non-payment of any moneys due to be paid by Customer to TCI under this Agreement.
15. **FORCE MAJEURE.** TCI shall be excused from any delay or failure to provide services under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond TCI's reasonable control.

940 West Main Street . New Holland, PA 17557-9391 . (717) 656-2211 . FAX (717) 656-3458

99 15th Street .New Cumberland, PA 17070 .(717) 774-7455 .FAX (717) 774-7469

Revision 06/09/22