

Fund/Department Number: _____

NOTE: ATTACH THREE OF EACH SAMPLE OR TWO COPIES OF ALL OTHER BACK UP AND FORWARD TO PURCHASING DEPARTMENT

Items
Date: 10/11/18 **Needed By** asap

Deliver to PSS

Requisitioned by BLAYLOCK/5164 JB
Employee to Contact _____ Tele./Ext. # _____

I certify the above are required for discharge of my official duty, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof, and I further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive



Suggested Vendor
LaRue Tactical
Austin Precision Products, Inc.
dba LaRue Tactical

**850 County Road 177
Leander, TX 78641**

Project No.

Date _____ Department Head _____

**TO AVOID DELAY: GIVE COMPLETE, ACCURATE, DETAILED DESCRIPTIONS
DESCRIPTION AND SPECIFICATIONS**

COMMODITY	SUB COMODITY	REQUIRED QUANTITY	UNIT	TO AVOID DELAY: GIVE COMPLETE, ACCURATE, DETAILED DESCRIPTIONS <small>DESCRIPTION AND SPECIFICATIONS</small>	ESTIMATED COST	VENDOR #1	VENDOR #2	VENDOR #3
			9	LaRue Tactical QD Mount for PVS-14 LT114	\$1458.00			
			1	Shipping	\$6.95			
				-				
			Total		\$1464.95			

Purchase Order No. _____

Court Order No. _____

Inventory Item

Req Entered _____
Assigned to _____
Updated by _____
1st Level Approval _____
Insufficient Funds _____
Pending Court Appv. _____
2nd Level Approval _____
Coded _____
Buyer Processing _____

Austin Precision Products, Inc.
dba LaRue Tactical
850 County Road 177
Leander, TX 78641

QUOTE

Date	Quote #
10/11/2018	671337
Attn: Deputy Gean Blaylock	
Rep	Due Date
n/a	n/a

Billing Address	Ship To Address
Attn: Deputy Gean Blaylock Collin County Sheriff's Office 4300 Community Blvd McKinney, TX 75071	Attn: Deputy Gean Blaylock Collin County Sheriff's Office 4300 Community Blvd McKinney, TX 75071

Item	Description	Qty	Price	Total
LT114	LaRue Tactical QD Mount for PVS-14 LT114	9	\$162.00	\$1458.00
Shipping	UPS Texas (flat rate) (1 day)	1	\$6.95	\$6.95
Cage Code: 086B5				Tax \$120.28
D and B #: 01-152-7207				Total \$1585.23
FEIN: 74-2306179				

PLEASE READ CAREFULLY: Unless you as the customer ("Customer") have a separate valid written agreement applicable to this quote (this "Quote"), the following terms and conditions of Austin Precision Products, Inc., d/b/a LaRue Tactical ("Seller") govern this Quote and all purchases made by Customer relating to this Quote ("LaRue Tactical T & C's"):

1. Alteration of Terms Not Permitted. Seller's offer and Seller's acceptance of Customer's order are expressly conditioned on Customer's agreement to these LaRue Tactical T & C's. If Customer requests shipment based on a telephone or facsimile order, Customer does so with the understanding that these LaRue Tactical T & C's apply. No variation, addition, termination, or waiver of any term or condition, including any conflicting or alternative terms or conditions proposed by Customer, will be binding on Seller unless in writing and signed by Seller. To be valid, a quote must be given on an official Seller quote form; Customer agrees that any purported quote not provided on an official Seller quote form is invalid.
2. Purchase Orders. Any Purchase Order ("PO") must refer in writing to (i) the Quote number, and (ii) the Seller representative who provided, and is identified on, the Quote. Unless and only to the extent otherwise agreed to in a signed writing, Customer's submission of a PO in response to this Quote manifests Customer's assent to these LaRue Tactical T & C's. All communications by Customer to Seller will be made to and through the Seller representative identified on the Quote or otherwise assigned to Customer by Seller in a signed writing referencing the relevant Quote number. Any PO and all communications by Customer with Seller must be in English. No PO shall be considered agreed to and accepted by Seller unless Seller confirms agreement and acceptance in a signed writing to Customer. Customer acknowledges and agrees that any changes to a PO must be agreed to and accepted by Seller in a signed writing to Customer. Customer further acknowledges and agrees that any changes to a PO may result in delays and additional costs to Customer. Customer agrees that Seller can require that Customer prove Customer's ability to pay as a condition of Seller's performance or acceptance of a PO.
3. Termination of Order. Seller, in its sole discretion and without notice, may terminate Customer's PO(s) at any time in the event Customer in any way violates or fails to adhere to these LaRue Tactical T & C's.
4. Payment. Payments must be made according to the approved NET terms stated on the purchase order. If Customer fails to comply with any terms of payment, Seller may withhold delivery (or further delivery) or at its option terminate these General Terms whereupon any unpaid money will become immediately due. All Products and/or materials are the property of Seller until paid for by Customer, subject to any additional rights Seller may possess hereunder or at law or equity. All past due payments will bear interest at a rate of one and one-half percent (1.5%) per month from the past due date until date of receipt of payment by Seller or at the highest rate of interest allowed by the laws of the State of Texas, whichever is lower.
5. Pricing. Unless otherwise agreed to in writing by Seller, all pricing in the Quote or otherwise discussed and/or proposed between Seller and Customer is Commercial Off-the-Shelf (COTS), U.S. Dollars.
6. Taxes. Except as otherwise provided by law, all sales, excise and similar taxes, or duties that Seller may be required to pay or collect with respect to the Products or their supply to Customer will be for the account of the Customer. Where Customer claims exemption from duty or tax, Customer will furnish appropriate exemption certificate to Seller.
7. Delivery. Unless otherwise agreed in a writing signed by Seller, Seller is not responsible for freight, transportation, insurance, shipping, packing, storage, handling, demurrage, damage, or similar charges. Unless otherwise agreed in a writing signed by Seller, all sales are Prepay & Add Freight/FOB Origin, Seller's warehouse.
8. Excusable Delay. Seller is not responsible or liable for delays in delivery or failure to deliver due to causes beyond Seller's control.
9. Customer's Specifications and Indemnification. Where the Products are supplied according to Customer's specifications, Customer agrees to indemnify and hold harmless Seller and its affiliates, officers, directors, shareholders, managers, agents, employees, suppliers, subcontractors, servants, customers, successors and assigns as to any liabilities, obligations, losses, damages, penalties, claims, actions, suits, arbitrations and costs (including, without limitation, attorneys' fees and costs, litigation support charges, and expert witness fees) and expenses suffered by Seller with respect to (a) any claim that the Products infringe any patent, copyright, trademark, trade secret, design, or other intellectual property right or proprietary or similar rights

and (b) any claim that the Products were incorrectly or improperly installed. Where work is performed according to Customer's specifications or using material supplied by Customer, Seller is neither (a) liable for any error, omission, or inaccuracy in drawings or specifications provided or approved by Customer and is under no obligation to check or confirm the conformity, accuracy, or adequacy of patents, regulatory requirements, standards, drawings, or similar specifications provided to Seller by Customer, nor (b) obliged to install the Products correctly or properly.

10. Installments and Subcontract. Unless otherwise expressly stated, Seller has the right to deliver the Products in installments. All installments will be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due will excuse Seller from making future deliveries. Seller in its sole discretion may subcontract the performance of the whole or any part of these terms and conditions to any person or entity.

11. Limited Warranty; Disclaimer of Implied Warranties. THE PRODUCTS ARE SOLD "AS IS, WHERE IS." SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER, AND SELLER HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ANY SUCH PURPOSE IS KNOWN OR UNKNOWN. THIRD PARTY WARRANTIES WILL BE PASSED ON TO CUSTOMER AS APPLICABLE.

12. Notice of Claims. Immediately upon receipt of the Products, Customer will inspect the same. Any claim for shortage must be made within ten (10) days after Customer's receipt of the Products. All other claims, including claims for alleged defective Products, must be made within ten (10) days after Customer learns of the facts upon which such claim is based, but in no event later than fifteen (15) days after Customer's receipt of the Products, including with respect to any defects incapable of discovery until in use. All claims not made in writing and received by Seller within the time period specified above are deemed waived. After the expiration of the periods herein, Customer expressly assumes all liability for all defects, damages, or losses.

13. Setoff. Customer will have no right to setoff any amounts due or payable to Seller hereunder against any claim or charge Customer may have against Seller.

14. Termination for Insolvency. Seller may wholly or partly terminate any sale of Products hereunder if Customer makes any assignment or trust for the benefit of creditors, becomes insolvent or otherwise is unable to pay its debts as they become due, or if proceedings are commenced by or against Customer alleging bankruptcy, or insolvency, or involving the appointment of a receiver.

15. Exclusive Remedy. CUSTOMER'S EXCLUSIVE REMEDY UNDER THESE LARUE TACTICAL T&C'S IN LIEU OF ALL OTHER REMEDIES WILL BE FOR DAMAGES OR, AT SELLER'S ELECTION, REPAIR OR REPLACEMENT OF DAMAGED ITEM(S) OF PRODUCTS RETURNED AT CUSTOMER'S EXPENSE TO SELLER; IN THE EVENT DAMAGED PRODUCTS CANNOT BE REPAIRED OR REPLACED, SELLER MAY REFUND THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR ITEM(S) OR PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

16. Limitation of Liability. IN NO EVENT WILL SELLER HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE; AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY OF SELLER) FOR COVER OR FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THE PRODUCTS OR A SALE BY SELLER TO CUSTOMER, EVEN IF SELLER OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT OR OTHERWISE) WITH REGARD TO THE PRODUCTS OR A SALE BY SELLER TO CUSTOMER WILL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR ITEM(S) OF PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

17. Customer's Compliance with Applicable Law. Customer shall comply with all applicable laws, including but not limited to the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2799aa-2, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, the Export Administration Regulations, 15 C.F.R. 730-774, and the regulations of the Office of Foreign Assets Control (31 C.F.R. Parts 500-595).

18. Choice of Law, Jurisdiction, Venue. These LaRue Tactical T & C's will be interpreted, construed, and enforced exclusively and in all respects in accordance with the laws of the State of Texas, U.S.A., without reference to its conflict of law provisions, and the laws of the United States of America. Customer will not commence or prosecute any action, suit, proceeding or claim relating to the Products other than in the state or federal courts for Williamson County, State of Texas. Customer hereby irrevocably consents to the exclusive jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or relating to these LaRue Tactical T & C's or related to Seller's sale of Products.

19. Assignment. These LaRue Tactical T & C's bind and inure to the benefit of Seller, its successors and assigns. Seller may assign any right and/or obligation under these LaRue Tactical T & C's without notice to or consent of Customer. Customer may not assign any right or interest hereunder or in relation to any sale of Products by Seller to Customer nor delegate the performance of any of its obligations without Seller's prior written consent.

20. Miscellaneous. No course of prior dealings between Customer and Seller and no usage of the trade will be relevant to supplement, interpret or explain these LaRue Tactical T & C's. Any waiver of any term of these LaRue Tactical T & C's by Seller in a given instance shall not operate as a waiver of such term in any other instance or of any other term of this Agreement, nor shall any failure to enforce any provision of these LaRue Tactical T & C's operate as a waiver of the right of Seller to enforce any other provision of these LaRue Tactical T & C's. Seller's remedies herein provided will be cumulative and in addition to any other remedies at law or equity. These LaRue Tactical T & C's contain the entire agreement between Seller and Customer related to the specific Products detailed by this Quote, and no promises, provisions, terms, warranties, conditions or obligations whatsoever, whether express or implied, other than herein set forth, will be binding upon either party.

21. Notices. Any notice will be sent by registered or certified mail with return receipt requested (airmail if sent internationally) to either party's address set forth on the face of either the Quote or any relevant PO. Notice may also be given by such other means as may be agreed upon. Notice will be effective upon receipt.