



6336 HUDSON CROSSING PKWY  
HUDSON, OH 44236  
P: (330)-405-3190  
F: (330)-405-3196

**QUOTE #:** 068684

**DATE:** 6/10/2025

Page 1/5

**BILL TO:**

SAGINAW PUBLIC SCHOOLS

TIM FURTAW  
1903 N. Niagara St  
SAGINAW, MI 48602  
P: +1 989-399-6612

**SHIP TO:**

SAGINAW PUBLIC SCHOOLS

Eric Gordon  
1903 N. Niagara St  
SAGINAW, MI 48602  
P: +1 989-399-6300

Customer ID	PO Number	Ship Via	Sales Rep	Payment Terms	Req. Ship
SAGPUB		COMMON CARRIER	BHOFFMAN	NET 30	6/24/25

QTY.	U/M	Item #	Description	Unit Price	Ext. Price
9	EACH	108960-LTE	OPENGATE with LTE Board	\$18,741.00	\$168,669.00

Item Note:

36	EACH	48-11-1812	18V Battery	\$0.00	\$0.00
----	------	------------	-------------	--------	--------

Item Note:

9	EACH	48-59-1802	Milwaukee Charger - Dual	\$0.00	\$0.00
---	------	------------	--------------------------	--------	--------

Item Note:

3	EACH	95287U	Encapsulated NILECJ2B Test Piece, CEIA USA	\$254.00	\$762.00
---	------	--------	--	----------	----------

Item Note:

9	EACH	129771U	Support Arms and Plates, OPENGATE, USA	\$1,430.00	\$12,870.00
---	------	---------	--	------------	-------------

Item Note:

9	EACH	PD240-SET	Hand Held Metal Detector model PD240-SET	\$368.00	\$3,312.00
---	------	-----------	--	----------	------------

Item Note:

2	EACH	113482	Wall Outlet Power for OPENGATE - set of 2	\$1,607.00	\$3,214.00
---	------	--------	---	------------	------------

Item Note:

DISCOUNTED FROM MSRP OF \$1,725

1	EACH	S/L/I	SERVICE / LABOR / INSTALLATION	\$3,000.00	\$3,000.00
---	------	-------	--------------------------------	------------	------------

Item Note:

2 DAY ON-SITE OPENGATE TRAINING

<b>Subtotal</b>	\$191,827.00
<b>Misc</b>	\$0.00

<b>Tax</b>	\$0.00
<b>Freight</b>	\$1,400.00
<b>Total</b>	\$193,227.00

**ALL AMOUNTS ARE IN U.S. DOLLARS**

**TEL: 330-405-3190 / FAX: 330-405-3196**

"We add a 3% surcharge on all credit card payments. This surcharge is not greater than our total cost of accepting credit cards. There is no surcharge for debit card payments"

## CEIA USA, LTD. – TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT:** The terms and conditions hereof, together with the provisions on the face hereof with respect to description, quantity and price of goods ordered and delivery terms, shall constitute the entire agreement between the purchaser thereof (“Purchaser”) and CEIA USA, LTD. (“Seller”), and any representations, and course of prior dealings, promise or condition in connection herewith or usage of the trade not expressly incorporated herein, shall not be binding on Seller. No waiver, alteration or modification of any of the provisions hereof shall be binding, unless in writing and signed by a specifically authorized representative of Seller. ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS SALE BY A PURCHASE ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE CONDITIONS CONTAINED HEREIN SHALL NOT BE BINDING UPON SELLER AND SELLER HEREBY EXPRESSLY OBJECTS TO AND REJECTS THE SAME. UNLESS OTHERWISE AGREED BY THE PARTIES IN WRITING, SELLER’S ACCEPTANCE OF PURCHASER’S ORDER REQUEST IS EXPRESSLY MADE CONDITIONAL ON PURCHASER’S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

2. **PRICE:** All quoted prices are good for ninety (90) days from the date shown on the face of the quote. Prices quoted are based upon production quantity; if order quantity, release quantity or release schedules change, the price for goods is subject to adjustment by Seller. All costs specified herein as borne by Purchaser shall be in addition to the quoted price. All bills shall be dated the date of shipment. Upon approved credit, payment shall be due on all sales of goods net thirty (30) days unless different terms have been agreed upon. Otherwise, Seller reserves the right at any time to require full or partial payment in advance. A late charge of one to one and one-half percent (1-1/2%) per month will be charged on the unpaid balance of overdue invoices. If shipments are delayed by Purchaser, payments shall become due from the date when Seller is prepared to make shipment. Goods held for Purchaser shall be at the risk and expense of Purchaser. Unless otherwise indicated, installation and training charges shall be invoiced separately.

3. **SHIPMENT, PLACE OF DELIVERY AND RETENTION OF TITLE:** Goods covered by this contract are sold Ex Works (“EXW”) (as that term is defined and used in Incoterms 2010, as agreed from time to time) Hudson, Ohio (unless otherwise indicated in writing), and Seller’s placement of such goods in the possession of a trucking company or other common carrier shall constitute delivery to Purchaser and risks of loss or damage in transit shall be borne by Purchaser; provided, however, all goods delivered shall remain the property of Seller until such time as all claims, including any balances, which Seller may have against Purchaser for any reason whatsoever have been satisfied. If such retention of title would be void under the laws enforced at the place where the goods are located, Seller reserves and Purchaser grants to Seller a security interest in all goods sold and all proceeds thereof to secure the full payment and performance by Purchaser of its liabilities and obligations to Seller. If any action on the part of Purchaser is required to effect such security interest, Purchaser shall be obligated to take all measures necessary to effect and preserve the same. Freight charges shall be pre-paid by Seller and added to Purchaser’s invoice. Excess shipping and/or transportation charges, including a handling charge, resulting from compliance with Purchaser’s request with respect to the use of any agency or method of transportation or any routing other than that which would otherwise have been designated by Seller shall be paid by Purchaser, including but not limited to Purchaser picking-up its own goods from Seller.

4. **SELLER’S DEFAULT OR DELAYS:** Processing and shipment of orders are subject to strikes, fires, floods, accidents, riots, government orders or any other factors beyond Seller’s reasonable control. Seller shall not be liable for any loss or delay resulting from these factors beyond Seller’s reasonable control.

5. **CANCELLATION:** No order is subject to cancellation or change by Purchaser in any respect without Seller’s prior written consent. In the event Purchaser defaults on its agreement to purchase the goods or refuses to accept delivery of the goods pursuant to this Agreement, Seller shall be entitled, in addition to any of its other rights under this agreement or as provided by law, to recover from the Purchaser an amount equal to all of Seller’s damages (including reasonable overhead charges) for such breach, and Seller shall have the right to retain, in partial or complete payment of such amount, the total of all payments made hereunder less only that portion, if any, in excess of such amount. Seller has the right to cancel any order if Purchaser: (a) becomes insolvent; (b) files a voluntary petition in bankruptcy; (c) has an involuntary petition in bankruptcy filed against it; has a receiver or trustee appointed for it; (e) makes an assignment for the benefits of creditors; or (f) breaches this or any other agreement with Seller.

6. **PURCHASER’S DUTY TO INSPECT AND NOTIFY SELLER OF DEFECTS:** Purchaser shall fully inspect the goods upon receipt. Within ten (10) days after Purchaser’s receipt of the goods, Purchaser shall give written notice to Seller of any claim that the goods are defective in any manner, where such defect is ascertainable upon adequate inspection. In such written notice, Purchaser shall specify in detail the basis for all claims against Seller. The costs and expense of such inspection shall be borne solely and exclusively by Purchaser. If Purchaser fails either to inspect the goods or to send Seller written notice of all claims within ten (10) days after receipt, Purchaser shall be conclusively deemed to have waived any claims against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods.

7. **WARRANTY AND LIMITATION OF LIABILITY:** Seller warrants that, for a period of two (2) years from the date of shipment, all of the goods delivered will be of the kind designated or specified (normal wear and tear excepted). Warranty on batteries of any kind, including rechargeable batteries, lasts one (1) year from the date of shipment. Seller shall be promptly notified in writing by Purchaser of any failure to meet this warranty. The conditions of any test designed to resolve any alleged breach of warranty shall be mutually agreed upon, in writing, and Seller shall be notified, in writing, of and may be represented at all such tests that may be made. Seller’s obligation to Purchaser with respect to any goods found to be defective shall be limited to replacing (with new or refurbished goods, as Seller deems appropriate in its sole discretion) or repairing such goods at Seller’s facility (labor charges not included) or such other point as Seller may designate, provided that written notice of such defect is received by Seller from Purchaser within two (2) years from the date of shipment by Seller. Any claim not made within such two (2) year period shall be conclusively deemed waived by Purchaser; provided, however, notwithstanding the notice requirement contained in the preceding sentence, if

## CEIA USA, LTD. – TERMS AND CONDITIONS OF SALE

Purchaser failed to inspect the goods or to send Seller written notice of all claims within ten (10) days of receipt of goods, as set forth in the preceding section, Purchaser shall be conclusively deemed to have waived any claim against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. No goods are to be returned to Seller without its prior written authorization. There will be a twenty percent (20%) restocking fee in addition to any shipping costs incurred as well as Seller's technician's expense and repair costs, if applicable, for any returned product. If warranty service is required at Purchaser's location, labor and travel charges shall apply. Seller shall not be liable for any expense incurred by Purchaser in order to remedy any defect in its goods. Title to all goods that have been replaced shall thereafter vest in Seller, where Purchaser had previously acquired title pursuant to the provisions hereof. If goods furnished to Purchaser's specifications are used or combined by Purchaser with other products or items not furnished herein, Purchaser shall indemnify and hold harmless Seller from all claims resulting from the use or incorporation of such goods in Purchaser's product. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS SOLD HEREUNDER. THE FOREGOING STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF GOODS HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS, NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR SELLER ANY SUCH LIABILITY. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLY OR USE OF ITS GOODS SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE PARTICULAR GOODS AT ISSUE. THIS WARRANTY SHALL EXTEND ONLY TO THE FIRST PURCHASER OF SUCH GOODS FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

**8. EXPORT AND IMPORT CONTROLS:** Purchaser acknowledges and agrees that the ultimate destination of the goods is in the United States, unless otherwise agreed to in writing. Purchaser shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the goods to any foreign person without complying with applicable import and export laws and regulations of Purchaser's country and of the United States, including the International Traffic In Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Purchaser agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the goods, either in their original form or after being incorporated into other end- items.

**9. CLAIMS:** Claims for error in weight or shortage of goods must be presented to Seller in writing within ten (10) days from the date of receipt of the goods and must state the shipping slip number and claim of shipment. Any claim for error in weight or shortage of goods not presented in accordance with this section will be conclusively deemed waived by Purchaser.

**10. INTELLECTUAL PROPERTY; PATENT INDEMNITY:** Purchaser acknowledges that the goods contain valuable ideas, designs, processes, inventions, patents, research and development, formulas, technologies, copyrights, trademarks, trade secrets, marketing and business ideas, know-how, data, computer hardware, computer software, and/or other intellectual property rights of Seller ("Intellectual Property"). Seller owns and reserves all rights in the Intellectual Property and Purchaser agrees to use such Intellectual Property only in conjunction with the use or operation of such goods and only in accordance with any applicable instructions and manuals furnished by Seller, its suppliers or licensors, if applicable. As such, no title to or ownership of any Intellectual Property related to any goods is transferred to Purchaser pursuant to this agreement unless specifically authorized in writing by Seller. Purchaser will not, directly or indirectly attempt to test, analyze and/or reverse engineer any goods or any component thereof, or to otherwise misappropriate, circumvent or violate any of Seller's Intellectual Property rights. Purchaser will not, directly or indirectly assist any third-party to test, analyze and/or reverse engineer any goods or any component thereof, or to otherwise misappropriate, circumvent or violate any of Seller's Intellectual Property rights. Notwithstanding the provisions of this section, Purchaser will defend, indemnify and hold Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from its non-compliance with Seller's designs or specifications or instructions.

**11. CONFIDENTIAL INFORMATION:** Seller may require Purchaser to enter into a Confidentiality and Non-Disclosure Agreement in order to facilitate any sale of goods. In the event Seller and Purchaser enter into a Confidentiality And Non-Disclosure Agreement, the terms of that agreement apply to these terms and conditions and are specifically incorporated herein. In the event Seller and Purchaser do not execute a Confidentiality And Non-Disclosure Agreement, Purchaser shall not improperly use or make available, sell, disclose or otherwise communicate to any third party any information generally not known outside of Seller, including information contained in oral communications, as well as in any tangible expressions referring or relating, but not limited to the Intellectual Property, goods, other techniques, inventions, hardware, software, innovations, patent applications, discoveries, improvements, formats, test results, research projects, manuals, specifications, documentation, notes, industry contacts, information about costs, profits, markets, sales, contracts, lists of customers, lists of distributors, business, marketing, and strategic plans, forecasts, unpublished financial information, budgets, projections and customer identities, characteristics and agreements ("Confidential Information"). Confidential Information is to be broadly defined and includes all information that has or could have commercial value or other utility in the business in which Seller is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of Seller, whether or not such information is identified as Confidential Information by Seller. Except as otherwise required by law, neither party shall issue any press release or make any public statement regarding the

## CEIA USA, LTD. – TERMS AND CONDITIONS OF SALE

transaction contemplated by this agreement, without prior written approval of the other party. The provisions of this section shall survive termination of this agreement.

**12. NO USE OF NAME OR TRADEMARKS:** Purchaser shall not at any time use Seller's name or any Seller logo, trademark, service marks, or trade name in any advertising or publicity without the prior written consent of Seller.

**13. TECHNICAL ADVICE:** UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING, NEITHER SELLER NOR ANY REPRESENTATIVE OF SELLER IS RESPONSIBLE, OR LIABLE, FOR APPLICATION OR SUPERVISION OF APPLICATION OF THE GOODS INCLUDING, BUT NOT LIMITED TO SELECTING/ESTABLISHING SCREENING PROCEDURES AND/OR SECURITY DETECTION LEVELS. ANY SUPERVISION OR TECHNICAL ADVICE OR ASSISTANCE FURNISHED OTHER THAN PURSUANT TO SUCH WRITTEN AGREEMENT DOES NOT CREATE ANY LIABILITY ON BEHALF OF SELLER FOR ANY SUPERVISION, ADVICE OR ASSISTANCE GIVEN OR RESULTS OBTAINED.

**14. CORRECTIONS:** Typographical or clerical errors contained in this agreement, including prices, are subject to correction by Seller.

**15. TAXES:** Prices specified do not include sales, excise or other taxes arising out of or relating to this order or the goods delivered except as otherwise specifically stated on the face hereof. All such taxes are the responsibility of Purchaser; if Purchaser claims it is exempt from tax, it shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

**16. INJUNCTIVE RELIEF:** Purchaser acknowledges that failure to carry out any obligation under this agreement, or a breach by Purchaser of any provision herein, shall constitute immediate and irreparable damage to Seller, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. Purchaser further agrees that no bond or other security shall be required in obtaining such equitable relief and Purchaser hereby consents to the issuance of such injunction and to the ordering of specific performance. Purchaser also understands that other action may be taken and remedies enforced against Purchaser.

**17. MISCELLANEOUS:** These Terms and Conditions of Sale shall be construed under and governed by the laws of the state of Ohio without regard to the rules regarding conflict of laws. If any provision of this agreement is held to be illegal, invalid or unenforceable, the remaining provisions shall not in way be affected or impaired thereby. Any waiver of this agreement must be in writing and signed by the party against whom such waiver is asserted. A waiver by Seller of any terms and conditions herein shall not be deemed to be a continuing waiver but shall apply solely to the instance of the waiver.