



ORDER FORM

AssetWorks LLC

998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

Ship To

Steve Sudduth
City of Garden Grove
13802 Newhope Street
Garden Grove, California 92643
United States
714.741.5380
stevesu@ggcity.org

Order #: Q-05888-1

Date: 4/28/2020

Bill To

City of Garden Grove
13802 Newhope Street
Garden Grove, California 92643
United States

This Order Schedule is issued pursuant to Sourcewell Contract #: 022217 and the Professional Services Agreement between AssetWorks and the above named Customer dated November 12, 2019. Parties agree to be bound by those terms and conditions. Pricing below is valid if this Order Form is signed on or by 8/30/2020.

Fuel Hardware

Description	QTY	UNIT PRICE	Line Total
FJ3 Vehicle Kit - Light Duty (includes FJ3 RFID Box, Hard Wire Option, Fuel Inlet Antenna & OBDII Easy Connect "Y" Cable)	196.00	USD 276.65	USD 54,223.40
Fuel Hardware Shipping	1.00	USD 129.00	USD 129.00
Fuel Hardware TOTAL:			USD 54,352.40

Taxes

Description	Line Total
	USD 4,755.84
Taxes TOTAL:	USD 4,755.84

TOTAL: USD 59,108.24

If you have any technical questions related to FuelFocus products and services, please contact Russ Whelan at (909) 921-6724 or russ.whelan@assetworks.com.

NOTES/ASSUMPTIONS

1. This is a hardware quote only. No services included
2. Subject to any applicable state and/or local sales tax, import duties, PST, VAT.
3. Warranty is one (1) year parts with telephone help desk support. Extended warranty plans are available for subsequent years. Warranty expires at 12 months from date of install or 15 months from date of shipment, whichever comes first.
- 4.

INITIAL _____

TERMS OF USE

Price/Specifications

Price and specifications are subject to change without notice. AssetWorks LLC is not responsible for typographical and/or photographic errors.

PAYMENT TERMS

Net 30. All hardware will be billed upon delivery. All FuelFocus Integration Licenses will be billed upon delivery of hardware. Services will be billed monthly as performed.

MISSING, DAMAGED, OR INCORRECT ORDERS

Please inspect all orders upon receipt. Please email fuelsupport@assetworks.com to request an RMA for any missing, damaged, or incorrect orders. You may also call 610-225-8350.

RETURN POLICY

AssetWorks LLC products may be returned within 30-days of invoice date for refund, replacement, or exchange. All product returns must have a Returned Merchandise Authorization (RMA) number issued by AssetWorks marked clearly on the return package, or the package will be refused, and no credit will be issued.

To request an RMA, please email fuelsupport@assetworks.com . RMAs are valid for 15 days from the date of issuance.

The following information is required for all RMAs:

The invoice or packing list number

The product name and part number

Company name, point of contact, mailing address, email address, and telephone number

A reason for the return

If you wish to make a return or exchange, you must present the merchandise within 30 days of purchase. All goods must be returned in their original packaging. If the items are not received in their original and unused condition, a minimum re-stocking fee of 18% will be charged. Product that has been used will not be accepted for return or exchange unless under warranty or maintenance contract. Product that has been altered without the specific authorization by AssetWorks LLC. will not be accepted.

Send returns with the RMA number clearly marked on the package to:

AssetWorks, LLC.

Attn: RMA Department

998 Old Eagle School Road, Suite 1215

Wayne, PA 19087

All returns will be processed and fully inspected. All products must be returned in original condition including packaging, manuals, and accessories (as applicable).

Return Shipping

All returns must be shipped freight pre-paid.

Unauthorized or Refused Returns

Packages without a Return Authorization Number will be refused. Additional charges may apply if all peripherals and accessories are not returned in the original packaging.

Returns Older than 30 Days

Returns older than 30 days from the invoice date will be subject to a 25% restocking fee. Only product that is in current production will be accepted and an RMA must be obtained in advance and clearly marked as stated above. No refunds will be given.

AssetWorks LLC Limited Warranty

Warranty coverage for AssetWorksLLC (FuelFocus) products are described below. Additional support coverage can be purchased with your AssetWorks products. Please consult your local AssetWorks sales professional for annual support and services fees.

The terms and conditions governing your warranty on AssetWorks products are located below. Such terms and conditions supersede all other terms, unless otherwise agreed by AssetWorks.

Warranty Start Date

"Start Date" as used in this policy means the date this product is shipped from AssetWorks manufacturing plus three (3) months or the FuelFocus go live date, whichever comes first.

Limited Hardware Warranty

AssetWorks, LLC. ("FuelFocus") provides a one (1) year limited product hardware warranty to purchasers of FuelFocus products. AssetWorks warrants that the product hardware will be free from defects in materials and workmanship during the warranty period, subject to the following:

Labor and travel costs are not included, unless required under contract specific terms.

AssetWorks will supply new or rebuilt parts to replace parts that are found to be defective while within the warranty period.

New installations must be registered with the FuelFocus Support Center within 48 hours of installation to receive warranty benefits, otherwise, the warranty period commences on the date of the invoice.

Help Desk Support is available between the hours of 8:00AM- 5:00PM Monday through Friday Upon a Hardware System Failure,

AssetWorks will repair or replace such product hardware within fourteen (14) working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by AssetWorks Technical Support in person or via telephone, and (2) received a Technical Support RMA number from AssetWorks.

Further, the product hardware must be shipped, shipment pre-paid, to AssetWorks, and the RMA number must be clearly indicated on the shipping box and papers.

Problems caused by faulty installation are not covered under this warranty. This warranty applies only if the equipment has been installed and used in accordance with the AssetWorks Installation Manual.

Use of service personnel other than qualified AssetWorks service providers without prior written approval of the FuelFocus Product Manager will void the warranty claim.

Use of non AssetWorks replacement parts, defects caused by the use of unauthorized addition of non AssetWork parts, or by the unauthorized alteration of FuelFocus parts or equipment will void this warranty.

Damage suffered by FuelFocus equipment resulting from shipping, accident, power surges, neglect, misuse, acts of Nature, or abuse are not covered by this warranty.

Limited Software Warranty

AssetWorks provides a one (1) year limited software warranty to licensees of FuelFocus software accompanying AssetWorks hardware. AssetWorks warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of one (1) year following delivery of the software to licensee. AssetWorks warrants that the software, when used in accordance with the terms of the AssetWorks software license, will operate substantially as set forth in the applicable AssetWorks Documentation for a period of one (1) year following delivery of the software to licensee.

Technical Support Access

During the warranty period, toll free phone support is offered 5 days per week (8 a.m. to 5:00 p.m., Monday through Friday, except holidays). Calls left after hours will be returned the next business day. Access to Technical Support after warranty period is on a commercially reasonable basis (unless a AssetWorks Support Contract is purchased for all systems owned by the customer).

Software Updates

During the warranty period, software updates for system software and software products released by AssetWorks are available by contacting AssetWorks Technical Support. System software updates include applicable minor releases (e.g. Release 2.0 to 2.1) to the AssetWorks family of products as well as major feature releases (e.g. Release 2.x to 3.0). Customer must have access to the Internet for Web Browser or FTP downloads as directed by Technical Support. Software updates released after the initial one (1) year warranty period are available as an upgrade product for the then applicable list price.

Warranty Limitations

AssetWorks's warranties as set forth herein ("Warranty") are contingent on proper use of the FuelFocus hardware and software ("Products") and do not apply if the Products have been modified without AssetWorks's written approval, or if the Products' serial number label is removed, or if the Product has been damaged. The terms of the Warranty are limited to the remedies as set forth in this Warranty.

THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR ASSETWORKS SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Contact Us

For more information, please contact your AssetWorks sales representative.

INITIAL _____

In the event Customer's business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer's execution of the Order Form without designating a purchase order number shall be deemed Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

Purchase Order Number: _____

Accepted by Customer:

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Accepted by AssetWorks:

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Please sign and email to Tyler Beaty at tyler.beaty@assetworks.com.

THANK YOU FOR YOUR BUSINESS!