

AMENDMENT TO CITY OF HOLLYWOOD ("BUYER") BLANKET
PURCHASE AGREEMENT TERMS AND CONDITIONS ("BLANKET
PURCHASE AGREEMENT") ISSUED TO SIEMENS INDUSTRY, INC.
("SELLER")

The Blanket Purchase Agreement is hereby amended as set forth below and except as modified herein the Blanket Purchase Agreement between Seller and Buyer shall remain in full force and effect as originally written. In the event of a conflict between the terms of this Amendment and the Blanket Purchase Agreement the terms of this Amendment shall take precedence. In consideration of the mutual promises and covenants below and in the Blanket Purchase Agreement and other good and valuable consideration the sufficiency of which is hereby acknowledged by the parties, Buyer and Seller agree as follows:

1. Scope of Services: The parties acknowledge and agree that Seller will provide engineering, installation, drawings and documentations, materials and services according to the schedule as outlined in the attached document hereto referenced as Exhibit "A".

2. Liquidated Damages: In the event Seller fails to meet the Completion Date as set forth in the SOW attached as Exhibit "A", Buyer may: (i) demand from Seller, in which event Seller shall pay to Buyer, liquidated damages in the amount of \$500.00 per day for each and every calendar day of delay, such liquidated damages to be capped at ten percent (10%) of the Contract Price. The liquidated damages referenced in this Section constitutes compensation and not a penalty. The Parties acknowledge and agree that Buyer's harm caused by a delay would be impossible or very difficult to accurately estimate and that the liquidated damages stated in this Section are a reasonable estimate of the anticipated or actual harm that might arise from such a breach of the deadlines outlined in the SOW. The remedies stated in this Section are exclusive and Buyer's sole remedy for delay in delivery by Seller related to the deadlines as set forth in the SOW but shall not be construed to limit Buyer's ability to terminate the contract for any other default by Seller.

3. Commercial Warranty: The parties acknowledge and agree that Seller will provide labor, deliver product and tools and provide limited warranties in accordance with the document (Addendum 1 of Terms and Conditions) attached as Exhibit "B". The Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence. The express warranties seller makes in Exhibit "B" are the only warranties it will make. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR' SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE PRODUCT OR LABOR WITH REQUIREMENTS OF ANY LAW, REGULATION OR SPECIFICATION, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

<signature page on following page>

ACKNOWLEDGED AND ACCEPTED BY:

BUYER:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
for the use and reliance of the City of Hollywood, Florida,
only.

Douglas R. Gonzales, City Attorney

ACKNOWLEDGED AND ACCEPTED BY:

SELLER:

By: *Eyad Muammer*

Name: Eyad Muammer

Title: Business manager

Date: 04/08/2021

Sheehan Digitally signed by
Sheehan Edward
Edward Date: 2021.04.09
14:06:27 -04'00'

Title: Director, Finance & Business
Administration