



Clarifications/Supplement To: Terms and Conditions

**Buyer: City of Hollywood
Seller: Asco Services Inc.**

**Purchase Order/Agreement #:
Proposal/Quote #: 8825528**

Buyer and Seller agree to modify Buyer's Terms and Conditions related to the above-referenced Purchase Order/Agreement as follows, and any reference to Seller being bound to an agreement other than Buyer's Terms and Conditions is hereby deleted:

1. INDEMNITY/LIMITATION OF REMEDY AND LIABILITY/WARRANTY:

Seller agrees to indemnify, hold harmless and defend Buyer against any third party claims for personal injury, death or tangible property damage resulting from Seller's negligence, reduced to the extent of any other party's negligence, provided Seller is provided reasonable notice regarding such claim and has the sole right to select and direct counsel and settle the claim. THIS INDEMNIFICATION OBLIGATION IS NOT SUBJECT TO THE LIMIT OF LIABILITY DESCRIBED BELOW.

NEITHER PARTY SHALL BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF THE PARTIES SET FORTH HEREIN ARE EXCLUSIVE. IN NO EVENT SHALL A PARTY'S LIABILITY TO THE OTHER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS/SOFTWARE, SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

If Services are performed, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. If Goods and/or Software are sold, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein, are the sole and exclusive warranties given by Seller with respect to the Goods and/or Software. **EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER USED IN THE PERFORMANCE OF SERVICES ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.**

Goods, Services or Parts sold hereunder are not for use in any nuclear safety applications or within the containment area of a nuclear facility or in medical applications where the services or parts have potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained at all times. Goods, Services or Parts sold hereunder may not be used in applications involving life-sustaining or life-supporting devices without prior notice and written approval of Seller.

2. INSURANCE. Seller maintains insurance as listed on the attached certificate of insurance. Seller may self-insure. Provisions regarding waiver of subrogation, additional insured status, or the primary nature of Seller's insurance shall be limited to the extent of Seller's negligent acts or omissions. Under no circumstance shall Buyer have access to view or copy Seller's insurance policy.

PAYMENT TERMS, PRICE WARRANTIES AND RENEWAL. Payment shall be Net Thirty (30) Days from the date of Seller's invoice. If performing Services, Seller shall invoice annually in advance. Any reference to price warranties, automatic contract renewal, or most favored customer status is hereby deleted. Prices do not include any taxes or freight unless specifically provided in ASCO's quote.

BUYER

Signature: _____ Date: _____

Name/Title: _____