

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1085191

Vendor Name: Fox Valley Fire & Safety Company, Inc.

Invoice Number: IN00541003

Invoice Date: 8/12/2022

PO Number:

Check Number: E0091011

Check Amount: \$ 25.00

Check Date: 08/16/2022

Voucher Number: V0749864

Document Type: AP Invoice

Document Below



[www.foxvalleyfire.com](http://www.foxvalleyfire.com)

Invoice No:	Order No:	Invoice Date:	Due Date:
IN00541003	ST00550812	08/12/2022	09/11/2022
Customer P.O.:	Terms:	Work Date:	Amount Due:
	Net30	08/11/2022	25.00

NAPERVILLE, IL 60540

Authorized By:	Job Number:	Salesperson:	Technician:
ERIC MERKEL	CON0000071388	1	05

Qty	Item	Description	Price	Ext Price	Tax
9		ABC FIRE EXTINGUISHER SERVICE	0.00	0.00	0.00
1		MINIMUM BILLING FOR ANNUAL	25.00	25.00	0.00

Subtotal	25.00	8.50%
Tax	0.00	
Total	25.00	
Retainage	0.00	
Total Due	25.00	

**Pay invoices online at [www.foxvalleyfire.com](http://www.foxvalleyfire.com) using the Pay Online feature.**

## Terms and Conditions

1. A system is defined as all equipment, material, parts, labor, maintenance, inspection and/or monitoring services to be provided by Seller as set forth herein.
2. Equipment servicing, inspection or maintenance is defined as the servicing, inspection, and maintenance of equipment as herein provided and does not include any review of system design, engineering or compliance with local, national, or manufacturer's guidelines, specifications, regulations or codes, and such services are expressly excluded herefrom unless specifically contracted for hereunder.
3. Seller shall not be obligated to provide servicing, inspection or maintenance of any type on or to the system and/or equipment sold or installed hereunder, or to train or instruct Purchaser or Purchaser's employees or others as to the use, operation, maintenance or control of the system and/or equipment unless said servicing, inspections, maintenance or training is specifically contracted for herein.
4. **TITLE AND RISK OF LOSS.** Title to the system and/or equipment shall remain in Seller and shall pass to Purchaser only upon full payment therefore. With respect to the sale of equipment or products wherein Seller provides no installation, shipments are at Purchaser's risk and all claims shall be made by Purchaser to the carrier for any damages thereto.
5. **SECURITY INTEREST.** Purchaser hereby grants to Seller a security interest in the system and/or equipment and in all accessories thereto to secure payment in full of the purchase price hereunder. Purchaser agrees to execute financing statements or such other documentation as Seller may request in order to perfect such security interest.
6. **PAYMENT.** All sums due hereunder shall be paid in full upon delivery of the equipment or providing of the servicing, maintenance, or monitoring services hereunder unless otherwise agreed upon in writing by Seller. If the system is to be installed according to plans and specifications for installation provided by Purchaser, Purchaser hereby agrees to pay for any and all additional costs incurred for any additions, changes or corrections necessitated by inaccuracies, errors, discrepancies or changes in said plans or specifications. In the event any payment due hereunder is more than 10 days delinquent, Seller may impose and collect from Purchaser a delinquency charge of 1 1/2 % per month (18% annual) of the amount due. Should the amount due be less than \$100.00, a service charge of \$1.50 minimum per month will be added to unpaid balance.
7. **DEFAULT BY PURCHASER.** Purchaser agrees and authorizes Seller, if it so elects, to remove the system and/or equipment and disconnect and render inoperable any monitored systems and to terminate any monitoring services if payment is not made as herein provided. Purchaser also agrees to pay all costs, charges and expenses, including reasonable attorney's fees and court costs, and Seller's corporate officers wages and expenses which may be incurred in testifying at any proceeding relating to the enforcement of the terms of this agreement, the collection of any sums due hereunder, or securing possession of the system and/or equipment. Seller's right of removal and repossession shall be in addition to any and all additional remedies Seller may have hereunder.
8. **WARRANTY.** Seller warrants at the time of installation of a system or equipment that the system or equipment will be installed according to and will meet approval of (a) The manufacturer, (b) Underwriter's Laboratories, Inc. Listing, and (c) Seller's standard installation procedure. In the event that any part shall become defective within the system or in the event that any repairs shall be required, the Seller hereby agrees to make all repairs and/or replacement of parts without cost to the Purchaser for a period of one year from the date of purchase or installation. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED AS TO THE EFFECTIVENESS OF THE SYSTEM OR EQUIPMENT INSTALLED, SOLD, MAINTAINED, SERVICED OR MONITORED HEREUNDER. LOSS BY FIRE, FALSE DISCHARGE, THEFT, BURGLARY, OR ROBBERY IS HEREBY ASSUMED BY PURCHASER AND SHALL BE COVERED BY PURCHASER'S INSURANCE CARRIER. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR EQUIPMENT INSTALLED, SOLD, MAINTAINED OR SERVICED HEREUNDER, OR MONITORING SERVICES PROVIDED, OR THE USE OR PERFORMANCE THEREOF. SELLER EXCLUDES ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ACCEPTS NO WARRANTY OBLIGATION OTHER THAN THOSE WARRANTIES AGREED TO IN THIS PARAGRAPH. THIS WARRANTY MAY NOT BE MODIFIED, AMENDED, OR EXTENDED.
9. **INSPECTION.** Purchaser hereby agrees to inspect the system and/or equipment and notify Seller in writing of claimed defects or shortages within ten (10) days after Purchaser accepts delivery of the system or equipment. Purchaser's failure to so inspect and so notify Seller shall waive Purchaser's warranty rights hereunder as well as any claim that Purchaser may have against Seller in regards to the system.
10. **DELAYS BEYOND CONTROL.** Seller shall not be liable for any delays in or failure of delivery due to Acts of God or public authority, labor disturbances, and delays by carriers, shortages of material, delays of a supplier or any other cause beyond Seller's control. Purchaser's requested delivery date or schedule shall be approximate and subject to Seller's acceptance. Purchaser agrees to pay all expenses and costs incurred for lack of proper scheduling. If Seller is unable to perform as a result of Purchaser's actions, Purchaser agrees to pay the hourly costs for Seller's employees at the current rate of pay.
11. **INDEMNIFICATION AND LIMITATION OF LIABILITY**
  - A. Purchaser hereby acknowledges and agrees that the installation of the system and/or equipment requires certain modifications of existing structures. Purchaser hereby covenants and agrees to indemnify and hold Seller, its agents, employees, and assigns harmless from any claims from damage incurred with respect to the modification of existing structures at the time of the installation of the system and/or equipment. In the event Purchaser is not the owner or is a lessee or contract purchaser of the property where the system or equipment is to be installed, Purchaser further covenants and agrees to indemnify and hold harmless Seller, its agents and employees, of and from any damage, liability or judgment which may be incurred by Seller as a result of any action brought by or on behalf of the lessor or owner of said property.
  - B. Seller does not represent or warrant that the system may not be circumvented or compromised, or that the system will, in all cases, provide the protection for which the system is designed to detect or avert. Insurance will be obtained by the Purchaser and the payments to Seller herein before specified. Insurance, if any, will be obtained by the Purchaser and the payments herein before specified are based solely upon the value of the services herein described and are unrelated to the value of the Purchaser's property or property of others located in or adjacent to Purchaser's premises. It is not the intention of the parties that Seller assume responsibility for any loss or damage, irrespective of cause or origin, which results directly to person(s) or property from performance or nonperformance of obligations imposed by this contract or from the negligence, active or otherwise, or omissions of Seller, its agents or employees. Purchaser agrees that seller shall be exempt from liability, including any actions for contribution, and shall not be liable for any damages, whether direct, indirect, consequential, for economic loss, personal injury, property damage, or death, or any consequences which result therefrom which the services herein described are designed to detect, prevent or avert. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from the failure on the part of Seller to perform any of its obligations under this agreement, or from the failure of the system to operate properly. Therefore, if notwithstanding the above provisions, there shall at any time be, or arise, any liability on the part of Seller by virtue of this agreement, or with respect to third parties, whether due to the negligence of Seller or otherwise, such liability shall be limited to the sum of two hundred fifty dollars (\$250.00). This sum shall be paid and received as liquidated damages and not as a penalty, and such liability shall be complete and exclusive.
  - C. Purchaser agrees to and shall forever indemnify, release, hold and save harmless Seller, its employees and agents, from and against any claims, including actions for contribution, suits, causes of action, losses, demands, judgments, and expenses arising from any death of or injury to any person, or any loss or damage to property of Purchaser or others, including third parties, caused by or arising out of or resulting from any action or omission of Seller, its agents, employees or assigns or Seller's failure to perform its obligations under this agreement, whether due to Seller's negligence or otherwise or as a result of fire, theft, burglary, robbery or any other cause.
  - D. Purchaser does hereby for himself and any other parties claiming under him, release and discharge Seller from and against all hazards covered by Purchaser's insurance; it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Seller.
  - E. In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against the Seller for failure of its equipment or service or the system in any respect, Purchaser agrees to indemnify, defend and hold Seller harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.
12. **GOVERNING LAW MODIFICATIONS AND SAVINGS CLAUSE.** This agreement shall be governed by the State of Illinois and constitutes the entire agreement between Purchaser and Seller with respect to the subject matter hereof. No representation, statement or provision of any document not contained in this agreement shall be binding upon Seller, and this agreement shall not be modified or amended unless by a writing executed by the party against whom the modification or amendment is sought to be enforced. In the event of any provision of this agreement shall be declared invalid or unenforceable, the remaining terms shall remain in full force and effect.

Fox Valley Fire & Safety <donotreply@foxvalleyfire.com>

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**[External] Your Fox Valley Invoice#IN00541002 from August 12, 2022**

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**Fox Valley Fire & Safety** <donotreply@foxvalleyfire.com>

Fri, Aug 12, 2022 at 07:53 AM GMT

CC:

BCC:

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Thank you for choosing Fox Valley Fire & Safety for your fire protection needs. We hope you are satisfied with your service and we look forward to fulfilling your future service needs.

This is an automated email notification. If you reply to this email directly we might not get it. We do want to hear from you and are happy to help you with any questions or concerns you may have, so please send your reply to [contact@foxvalleyfire.com](mailto:contact@foxvalleyfire.com) or call us at **847-695-5990**.

Thank you,

**Fox Valley Fire & Safety**

2730 Pinnacle Drive | Elgin, IL 60124



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**1 attachment**

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