

The City of Pottersville Tax Increment Finance Authority

Pottersville City Hall, 319 N. Nelson Street – (517) 645-7641 – www.pottersvillemi.org

TIFA MEETING AGENDA

Monday, August 11th 2025 at 5:30 p.m.

A. Call the Meeting to Order:

B. Pledge of Allegiance:

C. Roll Call: Members Bob Nichols, Rudy Othmer, Joseph Bristol Jr., Judy Lenneman, Jon McNett, Elizabeth Ross, Ronald Norman.

1. Members Present: _____

2. Members Absent: _____

D. Agenda Approval:

E. Approval of Minutes:

1. Draft Meeting Minutes from July 14th 2025.

F. Approval of Bills: \$408.33.

G. Public Comment: Items on the Agenda.

H. Old Business: None.

I. New Business:

1. Radar Speed Sign Purchase.

J. Public Comment: Items not on the Agenda.

K. Communications from Board Members:

L. Next Meeting: September 8th 2025 at 5:30 p.m.

M. Administrative Report: In attendance.

N. Excuse absent Members:

O. Meeting Adjourn:

Potterville TIFA Board Minutes
Tuesday, July 14, 2025
@ 5:30 p.m. – Potterville City Hall, 319 N. Nelson Street

Meeting was called to order by B. Nichols at 5:30 p.m.

Pledge of Allegiance was recited by all.

Roll Call: **Present:** B. Nichols, R. Norman, J. Bristol, J. McNett, J. Lenneman, and R. Othmer.
 Absent: L. Ross.

Agenda Approval: Motion by Member Norman to approve the agenda, seconded by Member Bristol. Motion carried (6-0-1).

Approval of Minutes: Motion by Member McNett to approve the minutes from June 9, 2025, seconded by Member Othmer. Motion carried (6-0-1).

Approval of Bills: Motion by Member Norman to pay bills totaling \$22,406.33, seconded by Member Lenneman. Motion carried (6-0-1).

Public Comment: N/A

Old Business: N/A

New Business: N/A

Public Comment: N/A

Communications from Board: Member Norman comments on speeders in town bringing up the discussion of radar signs. Board discusses options and agrees to have City Manager return with research for a portable radar sign at the next meeting.

Member Bristol leaves at 5:58pm

Next Meeting: Monday, August 11, 2025 at 5:30 p.m.

Administrative Report: Director spoke to County, provides update on grant award opportunities and ways to boost scores.

Motion to Excuse Absent Members: Motion by Member Norman to excuse Member Ross, seconded by Member Lenneman (5-0-2).

Motion to Adjourn: Meeting adjourned by Member Nichols at 6:23 p.m.

Respectfully submitted,
Kayla Schwartz, TIFA Secretary

Approved by TIFA Board _____, 2025.

08/05/2025 04:22 PM
User: JWest
DB: Potterville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
EXP CHECK RUN DATES 08/11/2025 - 08/11/2025
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: TIFA

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INVOICE NUMBER	DESCRIPTION	AMOUNT
<hr/>		
VENDOR NAME: JODI WEST		
AUG 2025	FINANCIAL SECRETARIAL DUTIES MONTH OF AUG 2025	333.33
TOTAL VENDOR JODI WEST		<hr/> 333.33
VENDOR NAME: KAYLA SCHWARTZ		
AUG 2025	SECRETARIAL DUTIES MONTH OF AUG 2025	75.00
TOTAL VENDOR KAYLA SCHWARTZ		<hr/> 75.00
GRAND TOTAL:		408.33

User: JWest

Bank TIFA (TIFA)

DB: Potterville

FROM 07/01/2025 TO 07/31/2025

Reconciliation Record ID: 323

GL Number	Description	Beginning Balance
247-000-001.000	CASH	73,521.13
247-000-003.000	CASH-CERTIFICATES OF DEPOSIT	100,000.00
Beginning GL Balance:		173,521.13
Less: Cash Disbursements		(22,406.33)
Add: Journal Entries/Other		42.91
Ending GL Balance:		151,157.71


GL Number	Description	Ending Balance
247-000-001.000	CASH	51,157.71
247-000-003.000	CASH-CERTIFICATES OF DEPOSIT	100,000.00
Ending GL Balance:		151,157.71
Ending Bank Balance:		151,157.71
Add: Deposits in Transit		0.00
Less: 0 AP Outstanding Checks		
Less: 0 PR Outstanding Checks		

Adjusted Bank Balance

151,157.71

Unreconciled Difference:

0.00

REVIEWED BY: DATE: 8-6-25

08/05/2025 04:08 PM
 User: JWest
 DB: Potterville

ACCOUNT BALANCE REPORT FOR CITY OF POTTERVILLE

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PERIOD ENDING 07/31/2025

TIFA

GL NUMBER	DESCRIPTION	BALANCE		2025-26 AMENDED BUDGET	END BALANCE	
		NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)
Assets						
247-000-001.000	CASH		90,470.10			51,157.71
247-000-003.000	CASH-CERTIFICATES OF DEPOSIT		0.00			100,000.00
TOTAL ASSETS			90,470.10			151,157.71
Liabilities						
247-000-202.000	ACCOUNTS PAYABLE		4,570.40			0.00
TOTAL LIABILITIES			4,570.40			0.00
Fund Equity						
247-000-390.000	FUND BALANCE		90,135.90			90,135.90
TOTAL FUND EQUITY			90,135.90			90,135.90
Revenues						
247-728-401.000	PROPERTY TAXES		0.00	198,000.00		0.00
247-728-573.000	LOCAL COMMUNITY STABILIZATION		0.00	24,000.00		0.00
247-728-579.200	GRANT REVENUE - LOCAL		0.00	75,450.00		0.00
247-728-665.000	INTEREST INCOME		74.63	3,850.00		42.91
TOTAL REVENUES			74.63	301,300.00		42.91
Expenditures						
247-728-703.005	WAGES - OTHER		408.33	5,150.63		408.33
247-728-727.000	OFFICE EXPENSE		0.00	1,150.00		0.00
247-728-731.000	PUBLICATION		0.00	300.00		0.00
247-728-801.000	ATTORNEY		0.00	500.00		0.00
247-728-803.000	ENGINEERS FEES		3,902.50	30,000.00		0.00
247-728-807.000	AUDIT		0.00	4,600.00		0.00
247-728-823.000	GRANT PROJECTS		0.00	150,900.00		0.00
247-728-970.000	CAPITAL OUTLAY		0.00	30,000.00		21,998.00
247-728-990.100	DRAIN ASSESSMENT- COUNTY		0.00	28,694.45		0.00
247-728-992.000	BOND PRINCIPAL		0.00	55,000.00		0.00
247-728-993.000	BOND INTEREST		0.00	10,457.00		0.00
TOTAL EXPENDITURES			4,310.83	316,752.08		22,406.33
Total - All Funds:			0.00	15,452.08		83,385.23

CASH SUMMARY BY FUND FOR CITY OF POTTERVILLE
FROM 07/01/2024 TO 07/31/2025
FUND: 247
CASH ACCOUNTS

Fund	Description	Beginning Balance 07/01/2024	Total Debits	Total Credits	Ending Balance 07/31/2025
247	TAX INCREMENT FINANCING AUTHOR	97,335.57	383,228.46	329,406.32	151,157.71

GL #	DESCRIPTION	NET ACTIVITY DR (CR)	BALANCE DR (CR)
247-000-001.000 CASH		Beg. Balance	73,521.13
July		(22,363.42)	51,157.71
End Balance 07/31/2025		(22,363.42)	51,157.71
247-000-003.000 CASH-CERTIFICATES OF DEPOSIT		Beg. Balance	100,000.00
July		0.00	100,000.00
End Balance 07/31/2025		0.00	100,000.00

PERIOD ENDING 07/31/2025

GL NUMBER	DESCRIPTION	END BALANCE	2025-26		YTD BALANCE	ACTIVITY FOR
		06/30/2025	ORIGINAL	2025-26	07/31/2025	MONTH 07/31/2025
		NORMAL (ABNORMAL)	BUDGET	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)
Fund 247 - TAX INCREMENT FINANCING AUTHOR						
Revenues						
Dept 728 - TIFA DEPT						
247-728-401.000	PROPERTY TAXES	196,613.90	198,000.00	198,000.00	0.00	0.00
247-728-573.000	LOCAL COMMUNITY STABILIZATION	22,685.72	24,000.00	24,000.00	0.00	0.00
247-728-579.200	GRANT REVENUE - LOCAL	0.00	75,450.00	75,450.00	0.00	0.00
247-728-665.000	INTEREST INCOME	825.68	3,850.00	3,850.00	42.91	42.91
Total Dept 728 - TIFA DEPT		220,125.30	301,300.00	301,300.00	42.91	42.91
TOTAL REVENUES		220,125.30	301,300.00	301,300.00	42.91	42.91
Expenditures						
Dept 728 - TIFA DEPT						
247-728-703.005	WAGES - OTHER	4,974.97	5,150.63	5,150.63	408.33	408.33
247-728-727.000	OFFICE EXPENSE	1,000.00	1,150.00	1,150.00	0.00	0.00
247-728-731.000	PUBLICATION	147.50	300.00	300.00	0.00	0.00
247-728-801.000	ATTORNEY	0.00	500.00	500.00	0.00	0.00
247-728-803.000	ENGINEERS FEES	10,428.75	30,000.00	30,000.00	0.00	0.00
247-728-807.000	AUDIT	4,400.00	4,600.00	4,600.00	0.00	0.00
247-728-823.000	GRANT PROJECTS	0.00	150,900.00	150,900.00	0.00	0.00
247-728-881.000	K9 EXPENSES	19,995.95	0.00	0.00	0.00	0.00
247-728-970.000	CAPITAL OUTLAY	27,847.90	30,000.00	30,000.00	21,998.00	21,998.00
247-728-990.100	DRAIN ASSESSMENT- COUNTY	0.00	28,694.45	28,694.45	0.00	0.00
247-728-992.000	BOND PRINCIPAL	55,000.00	55,000.00	55,000.00	0.00	0.00
247-728-993.000	BOND INTEREST	12,945.00	10,457.00	10,457.00	0.00	0.00
Total Dept 728 - TIFA DEPT		136,740.07	316,752.08	316,752.08	22,406.33	22,406.33
TOTAL EXPENDITURES		136,740.07	316,752.08	316,752.08	22,406.33	22,406.33
Fund 247 - TAX INCREMENT FINANCING AUTHOR:						
TOTAL REVENUES		220,125.30	301,300.00	301,300.00	42.91	42.91
TOTAL EXPENDITURES		136,740.07	316,752.08	316,752.08	22,406.33	22,406.33
NET OF REVENUES & EXPENDITURES		83,385.23	(15,452.08)	(15,452.08)	(22,363.42)	(22,363.42)
BEG. FUND BALANCE		90,135.90	90,135.90	90,135.90	90,135.90	
NET OF REVENUES/EXPENDITURES - 2024-25					83,385.23	
END FUND BALANCE		173,521.13	74,683.82	74,683.82	151,157.71	

REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE
 Balances as of 07/31/2025

Fund 247 - TAX INCREMENT FINANCING AUTHOR

Account	Description	2025-26 Amended Budget	YEAR-TO-DATE THRU 07/31/25	Available Balance	% Used
Revenues					
Department 728: TIFA DEPT					
401.000	PROPERTY TAXES	198,000.00	0.00	198,000.00	0.00
573.000	LOCAL COMMUNITY STABILIZATION	24,000.00	0.00	24,000.00	0.00
579.200	GRANT REVENUE - LOCAL	75,450.00	0.00	75,450.00	0.00
665.000	INTEREST INCOME				
07/31/2025	GJ INTEREST MONTH OF JULY 2025		131881 42.91 JE# 7699		
665.000	INTEREST INCOME	3,850.00	42.91	3,807.09	1.11
Total - Dept 728		301,300.00	42.91	301,257.09	0.01
Total Revenues		301,300.00	42.91	301,257.09	0.01
Expenditures					
Department 728: TIFA DEPT					
703.005	WAGES - OTHER				
07/14/2025	AP SECRETARIAL DUTIES MONTH OF JULY 2025		131603 75.00	Inv #: 'JULY 2025' Vendor '0000011144'	
07/14/2025	AP FINANCIAL DUTIES MONTH OF JULY 2025		131604 333.33	Inv #: 'JULY 2025' Vendor '09752'	
703.005	WAGES - OTHER	5,150.63	408.33	4,742.30	7.93
727.000	OFFICE EXPENSE	1,150.00	0.00	1,150.00	0.00
731.000	PUBLICATION	300.00	0.00	300.00	0.00
801.000	ATTORNEY	500.00	0.00	500.00	0.00
803.000	ENGINEERS FEES	30,000.00	0.00	30,000.00	0.00
807.000	AUDIT	4,600.00	0.00	4,600.00	0.00
823.000	GRANT PROJECTS	150,900.00	0.00	150,900.00	0.00
970.000	CAPITAL OUTLAY				
07/14/2025	AP CHEETAH 2 LAWNMOWER (72V)		131601 11,399.00	Inv #: 'KC1267173' Vendor '0000011390'	
07/14/2025	AP CHEETAH 2 LAWNMOWER (61V)		131602 10,599.00	Inv #: 'KC1267187' Vendor '0000011390'	
970.000	CAPITAL OUTLAY	30,000.00	21,998.00	8,002.00	73.33
992.000	BOND PRINCIPAL	55,000.00	0.00	55,000.00	0.00
993.000	BOND INTEREST	10,457.00	0.00	10,457.00	0.00
Total - Dept 728		288,057.63	22,406.33	265,651.30	7.78
Total Expenditures		288,057.63	22,406.33	265,651.30	7.78
NET OF REVENUES AND EXPENDITURES		13,242.37	(22,363.42)	35,605.79	



ALL TRAFFIC
SOLUTIONS



Connected Solutions for Better Traffic Safety Outcomes

SHIELD RADAR SPEED SIGN

AllTrafficSolutions.com



SHIELD RADAR SPEED SIGN - B UNIT

Features

- **Two units to cover any application**
 - Shield 12 or 12B: 12 in. x 6 in. (30.48 cm x 15.24 cm), 112 LED/digit
 - Shield 15 or 15B: 15 in. x 18 in. digits, (38.10 cm x 45.72 cm) 140 LED/digit
- **Dimensions, weight without battery:**
 - Shield 12: 13.50 in. x 15.50 in. x 3.12 in., 12 lb. (34.29 cm x 39.37 cm x 7.92 cm, 5.44 kg)
 - Shield 15: 8 in. x 24 in. x 3.12 in., 18 lb. (20.32 cm x 60.96 cm x 7.92 cm, 8.16 kg)
- **Universal mounting system:** attach to pole, trailer or vehicle hitch mount
- **Radar:** K Band (24.15 GHz), FCC certified, no license required, +/-1 mph (+/- 2 kph) accuracy, 11-degree (0.19 rad) square pickup area, 5-105 mph (5-169 kph)
- **Range:** 1200+ ft. (365+ m)
- Meets Federal Department of Transportation MUTCD Specifications

Sign Modes

- **Speed Display:** Displays approaching vehicle's speed

Configuration

On-Board Programming (Standard on all signs):

- Set speed limit
- Set display mode

ATS PC Sign Manager Local Communication

(PC control/USB connection: Standard on all signs)

- PC based client software
- Connect to sign via USB or Bluetooth (optional)



ATS Android App Local Communication (Optional):

- Android OS wireless Bluetooth control local to sign
- Android device can be smartphone or tablet with Bluetooth

Local Communication Features:

- Create and change modes and settings
- Local data retrieval and management
- Manage all sign settings
- All traffic data can be saved for online management and backup
 - Retrieve data and save to TrafficCloud cloud-

based portal, generate limited reports online from hosted data

Speed Programming

- Configure the following parameters via ATS PC Sign Manager, ATS Android App or TrafficCloud cloud-based portal (optional):
 - Speed limit
 - Maximum speed displayed
 - Display on/off/specific mph activation
 - Violator Alert on/off/specific mph activation
 - Radar sensitivity (range)
- Speed limit sign operation
 - Change speed limit up to six times per day



Shield 12



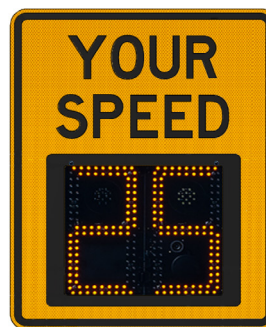
Shield 15

Optional white compact 'YOUR SPEED' sign and optional violater alert

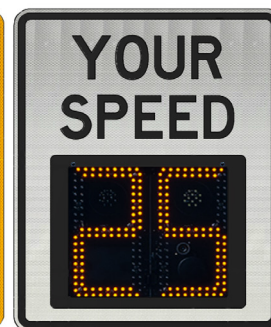
- Sign flashes when car passing over speed limit, blanks when car over maximum speed displayed

Construction

- Compact 'YOUR SPEED' sign
 - Shield 12 Dimensions:** 13.50 in. high x 15.50 in. wide (34.29 cm high x 39.37 cm wide)
 - Shield 15 Dimensions:** 8 in. high x 24 in. wide (20.32 cm high x 60.96 cm wide)
 - High-intensity yellow prismatic reflective background
 - Sign stores for compact storage and protects sign face, thumbscrews and tamper-proof hardware included
 - Meets MUTCD standard 'D' font and yellow color
 - Optional white color available
- LED Pixels:** Amber 595 nm, 30-degree (0.52 rad) viewing angle, 100,000 hours, black background, (MUTCD compliant)
- ¼ in. (0.64 cm) tinted, non-glare, UV stabilized polycarbonate face
- Entire face removable for service



Shield 12



Shield 15



Optional full-size 'YOUR SPEED' sign wraps

- Aluminium chassis, 14 ga., white powder coat finish, black powder coat front for maximum contrast for digit visibility
- Protective polycarbonate corners also provide guide for 'YOUR SPEED' sign storage
- Conformal coating on all circuit boards
- Integral handle
- Tamper-resistant mounting hardware pocket, hardware secured behind enclosure lock
- Weather Resistance:**
 - Weatherproof, sealed electronics compartment
 - Drip-proof, two vented battery compartments
 - 40F to 160F (-40C to 71C) operating temperature range, 95% humidity non-condensing
 - 20F (-29C) for Bluetooth communication

Shield Power

- Power Input, Max:**
 - Shield 12:** 12 VDC, 1.1A, 15W

- **Shield 15:** 12 VDC, 1.5A, 20W
- Power saving circuitry and automatic dimming for ambient light conditions, with adjustable dimming range and manual display brightness override
- All Shield units can be powered interchangeably with any of the following power options; unit can be outfitted to be powered by multiple sources selected in the field.
- Capacity for two batteries in unit for extended portable use
 - 10.2Ah Lithium LFP battery with built-in short circuit and reverse polarity protection circuitry, 1.5A 12.8VDC output, 120VAC input automatic charger; capacity for up to two batteries in unit for extended portable use
 - **Solar Panel Assist:** 50W or 90W solar panel and bracket, solar controller panel with 18Ah or 26Ah lead acid battery, 6A 120VAC automatic charger optional
 - 100–220VAC AC power supply (6A 12VDC)
- **Shield 15 Only:**
 - 16Ah Li-Ion LFP battery, for longer unattended portable use, capacity for up to two batteries in unit for extended portable use
- **Shield 15 on Trailer:**
 - 90W solar panel with integrated solar sign
 - Trailer batteries – 100 or 235Ah, solar option. Auto recovery with solar for low battery

Standard System Components

- Shield Radar Speed Sign
- Tamper-resistant mounting plate and hardware
- Key
- ATS PC Sign Manager software with USB cable

Optional Components and Features

- Full-size 'YOUR SPEED' sign wrap
 - **Shield 12 Dimensions:** 24 in. high x 30 in. wide (60.96 cm high x 76.20 cm wide)
 - **Shield 15 Dimensions:** 30 in. high x 36 in. wide (76.20 cm high x 91.44 cm wide)
 - Available in white and yellow
 - Meets MUTCD standard 'D' font

- TrafficCloud cloud-based portal
- Padded carrying case
- Extra mounting brackets
- Violator alert, LED flash to alert violators
 - Available in white, blue, or red
- **Metric display:**
 - **Shield 12:** Two-digit KPH display
 - **Shield 15:** Three-digit KPH display
- Fully compatible with Speed Dependent Messaging option when used with an InstAlert Variable Message Sign – see Speed Dependent Message System section

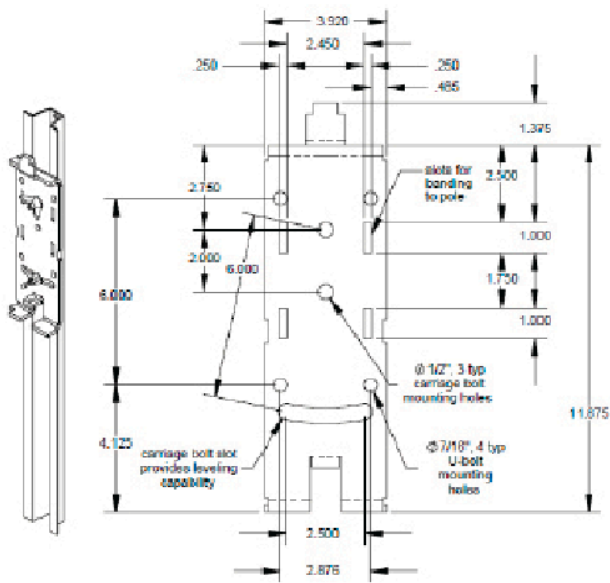
Shield Mounting Options

- Pole mount standard with included bracket, hardware
 - NCHRP 350 approved on 4 in. (10.16 cm) aluminium pole (SS-135)
- **Vehicle Hitch Mount**
 - Mounts 30 in. (76.20 cm) to bottom of sign from receiver tube (final height dependent on receiver height)
 - Fits 1 ¼ in. (3.18 cm) or 2 in. (5.08 cm) receiver, adapter included, ½ in. (1.27 cm) hitch pin
- Locking rotation adjustment on 15-degree (0.26 rad) increments over 180-degrees (3.14 rad), +/- 5-degrees (+/- 0.09 rad) tilt
 - White powder coat finish
 - 24 in. x 30 in. (60.96 cm x 76.20 cm) speed limit sign and digits included for 5-65 mph (8-105 kph) speed limit signs
- **Standard Folding Portable Post:**
 - Folds for easy storage and portability
 - **Shield 12:** 60 in. (152.40 cm) to bottom, 73 in. (185.42 cm) to top, add 13 in. (33.02 cm) for upper leg position
 - **Shield 15:** 60 in. (152.40 cm) to bottom, 77 in. (195.58 cm) to top, add 13 in. (33.02 cm) for upper leg position

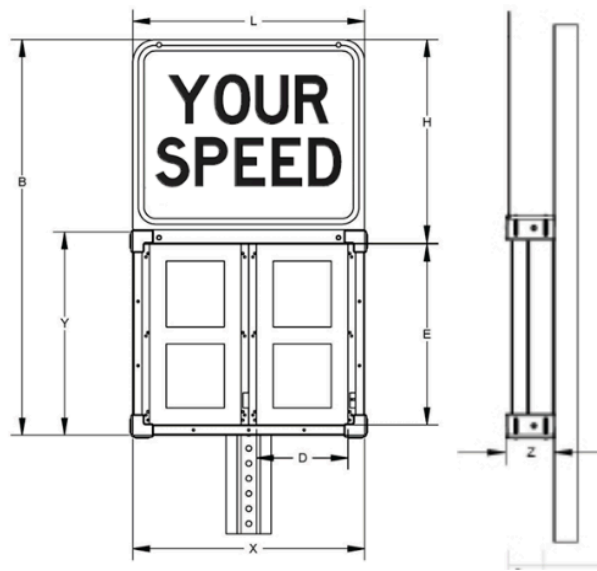
Premier Care Warranty

- One year warranty (three months on batteries)

Shield 12 and 15 Mounting Bracket

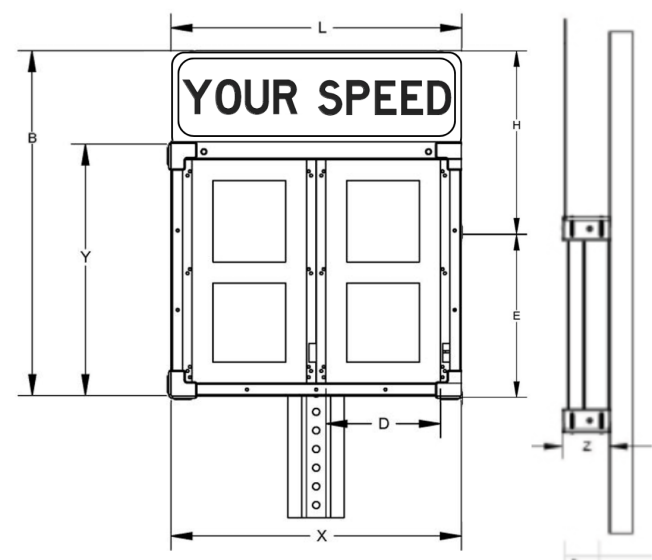


Shield 12 Dimensions



Dim	X	Y	Z	B	D	E	L	H
in.	13.5	15.5	3.12	26.3	5.75	12	13.5	15.5
cm	34.3	39.4	7.92	66.8	14.6	30.5	34.3	39.4

Shield 15 Dimensions



Dim	X	Y	Z	B	D	E	L	H
in.	17	24	3.12	24.3	8	15	17	8
cm	43.2	61	7.92	61.7	20.3	38.1	43.2	20.3

For more information visit us online at AllTrafficSolutions.com

sales@alltrafficsolutions.com

Call us at 866.366.6602

All Traffic Solutions. 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151

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3-YEAR MANUFACTURER'S WARRANTY

ALL TRAFFIC SOLUTIONS WARRANTS THIS PRODUCT TO THE ORIGINAL PURCHASER TO BE FREE OF MANUFACTURING DEFECTS FOR A PERIOD OF THREE (3) YEARS. IF THE PRODUCT PROVES DEFECTIVE DURING THE WARRANTY PERIOD, ATS RESERVES THE RIGHT TO REPAIR OR REPLACE THE WARRANTIED PART OR PARTS AT ITS SOLE DISCRETION.

There will be no charge for parts or labor for the duration of the warranty period. Should components require repair, the Customer can return the unit to the factory or authorized service location by contacting the ATS Support Team and opening a Return Merchandise Authorization (RMA) ticket. ATS will repair and return the unit via prepaid freight, and will ship the repaired unit back to the Customer at no charge.

If during the warranty period, damage to the product is determined to be of a non-warrantied nature, ATS reserves the right to deny warranty. If ATS deems that the damage is not covered under warranty, the Customer will be notified and has the option to have ATS repair the product at standard ATS repair rates.

THE FOLLOWING ITEMS ARE SPECIFICALLY NOT

COVERED UNDER THIS WARRANTY:

- Product misuse, abuse or vandalism, including using the product in ways it was not intended
- Damage to the product due to incorrect installation or operation
- Normal wear and tear such as frayed cables, broken connectors, scratched or broken enclosures

This warranty is void if any physical changes are made to the product by anyone other than an ATS-authorized service representative.

BATTERIES ARE WARRANTIED FOR THE FOLLOWING TERMS:

- LFP (Lithium): one (1) year
- Power case batteries: one (1) year
- Trailer batteries: six (6) months
- SLA (sealed lead acid) batteries: three (3) months
- This warranty does not cover batteries that have been allowed to freeze.

ATS is not responsible for any consequential damages that result from violent maneuvers, collisions, or other circumstances, even though the device(s) is/are used according to instructions.

ATS specifically disclaims any liability for injury caused by the product in all such circumstances. As an expressed warning, the user should be aware that ATS specifically disclaims any liability for injury caused by the product in all such circumstances involving harmful personal contact.



**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:
Sourcewell 090122-ATS

QUOTE Q-99757

DATE: 07/21/2025

**PAGE
NO:** 1

**Questions contact:
MANUFACTURER:
All Traffic Solutions**

Julie Styskin
(866) 366-6602
x 250
jstyskin@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

City of Pottersville
319 N Nelson St
Pottersville, MI 48876

SHIP TO:

City of Pottersville
319 N Nelson St
Pottersville, MI 48876
Attn: Aaron Sheridan

Billing Contact:

**PAYMENT
TERMS:**
Net 30

CUSTOMER: City of
Pottersville

CONTACT:(517) 645-7642

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000872	Shield 15B Speed Display; base unit w/ mounting bracket, Can be Upgraded to TrafficCloud	3	\$2,623.44	\$7,870.32
4000744	LFP Power kit, 16Ah battery (2), internal power controller, charger w/connector	3	\$877.20	\$2,631.60
4001299	3 Year Warranty	3	\$0.00	\$0.00
4001889	Shipping and Handling	3	\$126.00	\$378.00
4000520	Violator Alert; flashing strobe helps draw attention to the driver's speed (default white unless otherwise specified)	3	\$368.22	\$1,104.66
4001190	Discount - New Purchase	1	(\$1,258.38)	(\$1,258.38)

Special Notes:

**SALES
AMOUNT:**

\$10,726.20

**TOTAL
USD:**

\$10,726.20

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____

The new EVOLIS Radar Speed Sign

...MORE AUTONOMOUS,
EFFICIENT AND
CONNECTED!

The EVOLIS Radar Speed Sign is a highly effective traffic-calming tool that can be used in a wide variety of traffic scenarios and environments.

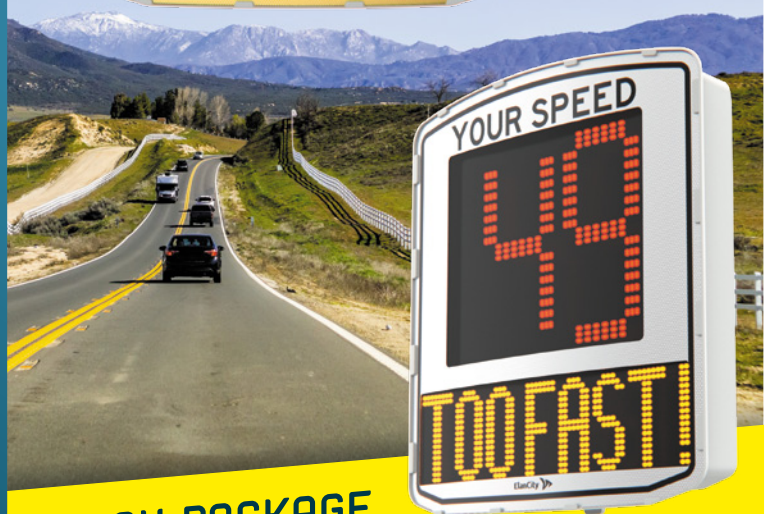
The EVOLIS Radar Speed Sign: a portable powerhouse in traffic safety... Built with durable ABS Injection Molded Resin, weighing a mere 20lbs! With an extended vehicle detection range of over 1,000 feet, it uses superior Doppler radar technology. The 15" speed digits, illuminated by ultra-bright, tricolor LEDs, catch attention. Driver behavior correction is achieved through programmable messages and speed digits, resulting in an impressive 25% decrease in overall speed.

Choose flexibility with the EVOLIS RSS: battery-operated or solar-powered options available. Embrace energy autonomy and reduce your carbon footprint. The full-option package ensures immediate functionality and a remarkable autonomy of up to 7000 vehicles per day. Additionally, enjoy bi-directional traffic data collection and comprehensive analysis software, eliminating the need for subscription fees and providing free updates for life.

Join the global success of the EVOLIS RSS, trusted by **10,000 communities worldwide with over 30,000 units installed.** Its superior design, advanced technology, and user-friendly nature make it an indispensable tool for enhancing road safety and promoting responsible driving.

GET A QUOTE NOW!

>
WANT MORE
INFORMATIONS




EACH PACKAGE INCLUDES:

- 30"x28" Evolis Radar Speed Sign (2 power choices)
- Highly visible 15" speed digits: 3 rows of tri-color LEDs
- 3M Diamond Grade Reflective Sheeting Front Face
- Customizable message display
- Bi-directional traffic data collection
- Comprehensive analysis & configuration software
- FREE updates & NO subscription fees!
- Bluetooth + smartphone app
- Mounting kit & specific accessories for solar or battery-operated packs
- 2 year warranty



450 7th Avenue
Suite 1501
New York, NY 10123-1591

 (646) 878- 6259
www.elancity.net
sales@elancity.net



The new EVOLIS

Radar Speed Sign

TECHNICAL CHARACTERISTICS

>
WANT MORE
INFORMATIONS



SPEED DISPLAY	Speed Digits	Height: 15"
	"YOUR SPEED" legend	1.65" Highway-Gothic font
	LEDs	Ultra-bright, 3-row thick LEDs. Amber-only mode or tri-color: Amber, Green and Red.
	Visibility	1.000 feet
	Power consumption	Ultra-low power consumption. Average <5W
	Flash rate	Default setting: 54 cycles/minute. Configurable
TEXT DISPLAY	LEDs	Ultra-bright, Amber
	Messages	Pre-programmed or entirely personalized
	Size-font / Graphics	Choice of size and font, 1 or 2 lines of text
DETECTION	Doppler radar	Bidirectional, K-Band, 24.125 GHz (FCC part 15 compliant)
	Accuracy	+/- 1 Mph, 99% accuracy
	Beam width	33° Horizontal and Vertical
	Speed detection	9 – 160 Mph
	Detection range	500 feet to 1.000 feet (configurable)
CASING	Material	Robust, anti-corrosive ABS injection molded resin; Curved polycarbonate front face
	Size / Weight	Dimensions: 30"H x 28"W x 6"D - Weight: 20lbs (without batteries)
	Front face	3M Diamond Grade Reflective Sheeting
	Waterproof rating	NEMA 4R / IP 65
	Color	UV treated light grey (other colors available)
	Temperature resistance	-40° F to +140° F (operational in extreme weather conditions)
	User access	External access to the batteries, the control screen and the USB port. Secured by two locks
CONFIGURATION	Evocom	Software for radar configuration + FREE updates
	Communication	USB, Bluetooth®, EVOMOBILE Smartphone application and 4G (Optional)
	Thresholds	Speed (min, limit, max), anti-racing, flashing, color change (if activated)
	Timer mode	(School-zone mode) Alternative speed threshold: up to 2 settings / 4 time slots per day
	Stealth mode	Continuous traffic data collection with blank display
TRAFFIC DATA ANALYSIS	Evograph	Software for traffic data analysis + FREE updates & NO subscription fees ever
	Speed	Average and maximum speed, 85th percentile, distribution per speed group
	Count	Estimated vehicle count
	Type	Bi-directional, time-stamped data
	Memory storage	Up to 5 millions vehicles
	Format	Charts and graphs in Excel and/or Pdf form, for easy report printing
POWER OPTIONS	"Solar-Mobile"	Solar-powered Portable, fully autonomous, powered through solar panel and batteries
	"Ultra-Mobile"	Battery-operated Portable, fully battery-powered with average 14 days autonomy, includes external charger
	"AC"	City lighting (available in certain states) Stationary, powered by battery charged through and dependent on city lighting
ACCESSORIES	Mounting kits	Curved, ABS-injected resin, universal mounting-bar (pole and pole straps not included)
	Solar panel	32" x 27" x 1.4", 95 Watts solar panel w/ aluminum bracket mounting kit
	Batteries	12V/22AH batteries included: AC X 1, Solar-Mobile X 2, Ultra-Mobile X 4

ElanCity

450 7th Avenue
Suite 1501
New York, NY 10123-1591

(646) 878- 6259
www.elancity.net
sales@elancity.net



ELAN CITY
 450 7th Avenue (& 34th St.) Suite 1501
 New York City, NY 10123-1591
 United States
 Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Shipping address :
 CITY OF POTTERVILLE
 PO BOX 488
 POTTERVILLE, MI 48876
 United States

Invoice address :
 CITY OF POTTERVILLE
 PO BOX 488
 POTTERVILLE, MI 48876
 United States

CITY OF POTTERVILLE
PO BOX 488
POTTERVILLE, MI 48876
United States

Tel. : +15176457642

Quotation N° SO11893

Your Reference	Quotation Date	Contact	Payment Term
	07/22/2025	MOLINA RIVAS Romel	

Description	Qté	P.U	Disc.(%)	Discounted price	Price
[EPRA0154AA] US[AS-BT] EVOLIS VISION RADAR SPEED SIGN - SOLAR Version - Reflective WHITE Front Panel ready to install including: - Speed display: 15" high (green/amber/red) - Polycarbonate front panel screen-printed "YOUR SPEED" - Integrated solar power regulator - USB and BLUETOOTH LE (Low Energy) connection - Upgradable to 3G/4G (optional) -BI-DIRECTIONAL traffic data and statistics, - Software provided for PC and Smartphone, - Mounting kit included (excluding clamps), - 2-year warranty	3.00 Unit(s)	3,100.00	0.00	3,100.00	\$ 9,300.00
[02402] External battery Charger - US version	3.00 Unit(s)	150.00	0.00	150.00	\$ 450.00
[EACC0046AB] Yuasa battery pack 12V22Ah with integrated fuse protection (8A) - 6-month warranty	12.00 Unit(s)	125.00	0.00	125.00	\$ 1,500.00
[DCE] Delivery Charge EXPRESS	1.00 Unit(s)	450.00	0.00	450.00	\$ 450.00
[99900] Discount TPS25	1.00 Unit(s)	-2,550.00	0.00	-2,550.00	\$ -2,550.00

Total discount HT:	\$ 2,550.00
Net Total :	\$ 9,150.00
Taxes (20%):	\$ 0.00
Total :	\$ 9,150.00

CUSTOMER CONTACT INFO:

- Name: Aaron Sheridan
- Phone: 5176457642
- Email: manager@pottervillemi.org

ELAN CITY
 450 7th Avenue (& 34th St.) Suite 1501
 New York City, NY 10123-1591
 United States
 Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Description	Qté	P.U	Disc.(%)	Discounted price	Price
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QUOTE PRICING AND EXPIRATION:

- Quote valid until : 08/15/2025
- PROMO CODE / OFFER: TPS25

Valid for agreement

(Stamp, Signature and Date)

The :

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS ELAN CITY, INC.

1.Applicability

(a) These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") by the seller named on the previous pages of these Terms ("Seller") to the buyer named on the reverse side of these Terms ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order (the "Sales Confirmation" and these Terms (collectively, this "Agreement")) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2.Delivery

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Buyer's location (the "Delivery Point") using Seller's standard methods for packaging and shipping such

Goods. Buyer shall take delivery of the Goods within seven (7) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance)..

3.Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's

negligence) unless Buyer gives written notice to Seller of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4.Title and Risk of Loss.

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

5.Amendment and Modification.

These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

6.Inspection and Rejection of Nonconforming Goods.

Buyer shall inspect the Goods within three (3) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

7.Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date of Buyer's purchase order.

(b) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

8.Payment Terms

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the (a) Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. Buyer shall make all payments hereunder by any Payment Method and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs

incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9.Limited Warranty

(a) Seller warrants to Buyer that for a period of twenty-four (24) months ("Warranty Period"), from the date of shipment of the Goods that such Goods will materially conform to Seller's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. This statement excludes the Batteries, for which the Warranty Period is limited to six (6) months.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product")

may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third-Party Products are not covered by the warranty in Section 11. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11 unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11 if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11 above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.

10.Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID

TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

11.Indemnification for Improper Use.

To the extent permitted by applicable law, the Buyer will defend the Seller and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Seller, and its respective officers, representatives, directors, employees, and agents ("Indemnified Party") from and against any and all third party claims, lawsuits, damages, costs (including reasonable attorneys' fees), expenses, liens and proceedings arising from personal injury (including death) or damage to property, incurred by or asserted against an Indemnified Party, in any manner arising out of or relating to a) Buyer's acts, omissions and misrepresentations, b) Buyer's failure or alleged failure to comply with applicable laws, and/or (c) Buyer's use, promotion or sale of products provided by Seller (each a "Third-Party Claim" and collectively "Third-Party Claims") and will indemnify for damages finally awarded by a court of competent jurisdiction with respect to any Third-Party Claim

12.Compliance with Law.

Buyer shall comply with all applicable laws, regulations, and ordinances in connection with the proper use of these products. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes

all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

13.Termination.

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14.Waiver.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.Confidential Information.

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked,

designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God ; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating

the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 18, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

17. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

18. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

20. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

21. Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York, NY. The arbitration shall be governed by the laws of the State of New York. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without

the prior written consent of both parties.

22. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the signed quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of

transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this

Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival.

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Arbitration and Survival.

INFORMATION - SIGNATURE - STAMP

Delivery address

Site name:
Address:
Post code: City:

Delivery schedule : (mandatory in case of equipment purchase)

Monday to Friday: to
Closing days:

Contact

Name :
Tel.:
E-mail address of@.....

Specific information

.....
.....

The signatory declares having the capacity to represent and bind the buyer.
S/he declares having reviewed and validated these general terms and conditions of sale.

Approved on:

First name Last name:

Title:

Signature