

BILL TO:

## CITY OF JOPLIN, MISSOURI

PAGE:

P.O. NO.: 453027

DATE: 04/10/25

ACCOUNTS PAYABLE  
602 S. MAIN ST.  
JOPLIN, MISSOURI 64801

FEDERAL IDENTIFICATION  
NUMBER 44-6000196

## PURCHASE ORDER

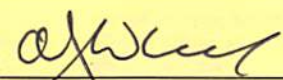
MISSOURI STATE SALES TAX  
EXEMPTION  
CERTIFICATE NO. 12490440

TO: FLOCK GROUP INC  
PO BOX 121923  
DALLAS, TX 75312-1923

SHIP TO: CITY OF JOPLIN  
POLICE-ADMINISTRATION  
303 EAST 3RD STREET  
JOPLIN, MO 64801

VENDOR NO.					
8787					
DELIVER BY	SHIP VIA	F.O.B.		TERMS	
03/26/25				NET	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
BILLING DEPARTMENT		WHISTLER, AJ		AWOLF	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		101-5522-510.82-20		4500003940	03/26/25
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	10.00	EA	FLOCK PHASE 2 MEMBERSHIP (10 CAMERAS)	3000.00	30000.00
			SUB-TOTAL		30000.00
			TOTAL		30000.00

AUTHORIZED BY

  
PURCHASING AGENT

THE ABOVE PURCHASE ORDER NUMBER  
**MUST** APPEAR ON ALL INVOICES, BILLS  
OF LADING, AND ACKNOWLEDGEMENTS  
RELATION TO THE P.O.



## CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods (herein referred to as "the Articles") and/or services described on the front side herein. The Buyer's offer to and the Sellers Acknowledgement to the Buyer shall constitute Sellers acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.

2. **WARRANTY-PRODUCT:** (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-214 (2) of the Uniform Commercial Code as provided by Missouri Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the Articles are not manufactured pursuant to detailed design furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law shall run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of (1) one year after delivery unless otherwise stated.

3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Sellers (or its sub-contractor's) work or performance hereunder, (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder, (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, employees and members of the City Council from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents, employees and/or the members of the City Council or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.

4. **TERMINATION:** (a) Buyer may terminate this order in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof.

(a) Buyer may terminate this order in whole or in part at any time for its convenience by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of sub-contractors, terminate work under sub-contracts outstanding hereunder, and take any necessary action to protect property in Sellers possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer with sixty (60) days after the effective date of the termination.

(b) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.

(c) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto.

5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, and all rules, regulations, declarations, interpretations, and orders issued thereunder.

6. **CONTROLLING LAW:** this order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Missouri.

7. **GENERAL:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by Buyer in writing. This order shall constitute the entire agreement between the parties.

8. The Seller expressly agrees that any terms, or conditions contained on any form or agreement other than this agreement, which are not in full accord with the above stated agreement and its terms shall be null and void.

9. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted such.

10. **CURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision, and time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)

11. **PAST PRACTICES:** The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.

12. **REPAIRS-NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall no constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.

13. **PLACE OF DELIVERY:** The goods shall be delivered to the City of Joplin, Missouri, at address as stated on front.

14. **INSPECTION OF GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Sellers risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.

15. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, provided, however, that any defects incapable of discovery shall not be deemed waived by the provisions herein, and, provided further, that this provision shall not be deemed a waiver of any warranties set forth herein or in any modification of this agreement.

16. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provisions to the contrary herein. Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods, and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.



BILL TO:

## CITY OF JOPLIN, MISSOURI

PAGE:

P.O. NO.: 453026

DATE: 04/10/25

ACCOUNTS PAYABLE  
602 S. MAIN ST.  
JOPLIN, MISSOURI 64801

FEDERAL IDENTIFICATION  
NUMBER 44-6000196

## PURCHASE ORDER

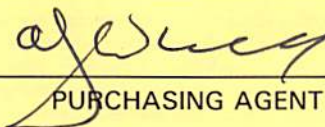
MISSOURI STATE SALES TAX  
EXEMPTION  
CERTIFICATE NO. 12490440

TO: FLOCK GROUP INC  
PO BOX 121923  
DALLAS, TX 75312-1923

SHIP TO: CITY OF JOPLIN  
POLICE-ADMINISTRATION  
303 EAST 3RD STREET  
JOPLIN, MO 64801

VENDOR NO.					
8787					
DELIVER BY	SHIP VIA	F.O.B.		TERMS	
03/24/25				NET	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
BILLING DEPARTMENT		WHISTLER, AJ		AWOLF	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		101-5522-510.82-20		4500003881	03/24/25
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	2.00	EA	FLOCK PHASE 1 MEMBERSHIP (2 CAMERAS)	3000.00	6000.00
2	2.00	EA	FLOCK PHASE 1 MEMBERSHIP (2 CAMERAS) SERVICE FEES	150.00	300.00
				SUB-TOTAL	6300.00
				TOTAL	6300.00

AUTHORIZED BY


  
PURCHASING AGENT

THE ABOVE PURCHASE ORDER NUMBER  
**MUST** APPEAR ON ALL INVOICES, BILLS  
OF LADING, AND ACKNOWLEDGEMENTS  
RELATION TO THE P.O.



## CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods (herein referred to as "the Articles") and/or services described on the front side herein. The Buyer's offer to and the Sellers Acknowledgement to the Buyer shall constitute Sellers acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.

2. **WARRANTY-PRODUCT:** (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-214 (2) of the Uniform Commercial Code as provided by Missouri Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the Articles are not manufactured pursuant to detailed design furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law shall run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of (1) one year after delivery unless otherwise stated.

3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Sellers (or its sub-contractor's) work or performance hereunder, (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder, (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, employees and members of the City Council from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents, employees and/or the members of the City Council or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.

4. **TERMINATION:** (a) Buyer may terminate this order in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof.

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(b) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.

(c) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto.

5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, and all rules, regulations, declarations, interpretations, and orders issued thereunder.

6. **CONTROLLING LAW:** this order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Missouri.

7. **GENERAL:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by Buyer in writing. This order shall constitute the entire agreement between the parties.

8. The Seller expressly agrees that any terms, or conditions contained on any form or agreement other than this agreement, which are not in full accord with the above stated agreement and its terms shall be null and void.

9. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted such.

10. **CURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision, and time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)

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16. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provisions to the contrary herein. Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods, and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.



BILL TO:

CITY OF JOPLIN, MISSOURI

PAGE:

P.O. NO.: 440832

DATE: 12/11/23

ACCOUNTS PAYABLE  
602 S. MAIN ST.  
JOPLIN, MISSOURI 64801

FEDERAL IDENTIFICATION  
NUMBER 44-6000196

## PURCHASE ORDER

MISSOURI STATE SALES TAX  
EXEMPTION  
CERTIFICATE NO. 12490440

TO: FLOCK GROUP INC  
PO BOX 121923  
DALLAS, TX 75312-1923

SHIP TO: CITY OF JOPLIN  
POLICE-INVESTIGATIONS  
303 EAST 3RD STREET  
JOPLIN, MO 64801

VENDOR NO.							
8787							
DELIVER BY	SHIP VIA		F.O.B.		TERMS		
05/30/24					NET		
CONFIRM BY		CONFIRM TO		REQUISITIONED BY			
BILLING DEPARTMENT		ZAVALA, SOLEDA		CPT. JIMENEZ			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		101-5522-510.82-20		4400001905	12/08/23		
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION		UNIT COST	EXTENDED COST	
1	1.00	EA	1ST YEAR CONTRACT		34200.00	34200.00	
					SUB-TOTAL	34200.00	
					TOTAL	34200.00	

AUTHORIZED BY

  
PURCHASING AGENT

THE ABOVE PURCHASE ORDER NUMBER  
**MUST** APPEAR ON ALL INVOICES, BILLS  
OF LADING, AND ACKNOWLEDGEMENTS  
RELATION TO THE P.O.



## CONDITIONS OF PURCHASE

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