

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: September 19, 2024

SUBJECT: Upgrade of Remotec Bomb Robot

PRESENTER: Sheriff Lowell Griffin

ATTACHMENTS: I. Remotec Proposal
II. Sole Source Letter

SUMMARY OF REQUEST:

The Board is requested to approve the attached proposal and authorize staff to proceed with the purchase of upgrades to the Remotec bomb robot via the sole source exception to bidding as allowed under N.C.G.S 143-129 (e)(6).

The sole quote was received from Remotec for a total price of \$202,710.00. The Bomb Squad is requesting it's Remotec F6A robotic platform be upgraded to conform to modern standards. The current robotic platform is approximately 20 years old and the entire electronic system is antiquated. The fact that the robot is still operational is a testament to the quality of the product. The outdated technology takes additional time to compensate for during operations which can create safety issues. Remotec informed us that if our current robotic platform failed that the electronics and other replacement parts were no longer manufactured, making the platform inoperable.

The FBI in conjunction with the National Bomb Squad Commanders Advisory Board (NBSCAB) provide mandatory guidelines in order to maintain our status as an accredited Bomb Squad. An operational robotic platform is mandatory. Without accreditation, we cannot operate a Bomb Squad.

The attached quote is for a robotic platform overhaul which will replace the majority of components in the system (almost every part is replaced except for the metal frame). Remotec was acquired by a national defense contractor Peraton and they are the only company authorized to upgrade our current robotic system. The cost of \$202,710 is a substantial cost for a system upgrade but a new robotic platforms from Peraton is nearly \$400,000. The closest competitor costs approximately \$375,000.

The purchase of these upgrades is grant funded through State Budget Allocation.

BOARD ACTION REQUESTED:

The Board is requested to accept the sole proposal from Remotec and authorize Henderson County staff to proceed with the purchase of the upgrades to the bomb robot using the sole source exception to bidding as allowed under N.C.G.S 143-129 (e)(6).

Suggested Motion:

I move the Henderson County Board of Commissioners award the purchase contract for the upgrades to the bomb robot to Remotec, for \$202,710 and authorize staff to proceed with the purchase using the sole source exception to bidding as allowed under N.C.G.S 143-129 (e)(6).

REMOTEC, INC. SERVICE DEPARTMENT QUOTE

353 J.D. Yarnell Pkwy
 Clinton, TN 37716
 Phone: (865) 621-0391
 Fax: (865)
 E-mail: bradley.callahan@peraton.com
Attn: Brad Callahan

CMPNY: Henderson County Sheriff's Office
ATTN:
ADDR:

100 N Grove Street QUOTE #:8971
 Hendersonville, NC 28792

PHONE: 828-697-4911
FAX:
Email: breece@hendersoncountync.gov

Date: 8-26-2024

Terms: Net 30 Days
 Prices are F.O.B. Clinton, TN
 Delivery: TBD at the time of order

This pricing is valid for 90 days.

ROBOT MODEL: F6A to Spartan Upgrade
ROBOT S/N: F7616-01N010805

QUOTE #: 9099

RMA#

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	Upgrade F6 SN:	E2461-0100	1		
	F6B to Spartan Vehicle Upgrade				
A	F6 TO SPARTAN UPG - RECEIVE, EVAL TEARDOWN				\$ -
		LABOR2	7	\$ 162.00	\$ 1,134.00
					\$ -
B	Refurb Chassis Components (Lift and Drive Motor/Gear Package)				\$ -
B1	UPG DRIVE MOTORS - PARTS AND LABOR	LABOR2	2	\$ 162.00	\$ 324.00
1	SERVICE GEARS				\$ -
					\$ -
	If the robot is not F6B then add:				\$ -
1	Drive Motor Connector (2 required)	CON-HDP26-18-6SN	2	\$ 21.00	\$ 42.00
2	Drive motor Circuit Breaker (2 required)	CCTBKR-100A	2	\$ 63.00	\$ 126.00
3	Amplifier Connector (2 required)	CON-HDP24-18-6PN	2	\$ 15.00	\$ 30.00
					\$ -
B2	LIFT PACK UPG - PARTS AND LABOR	LABOR2	2	\$ 162.00	\$ 324.00
1	SERVICE GEARS				\$ -
B3	IF THE F6 WAS BUILT AFTER AUG 2013, INCLUDE THE PART BELOW:				\$ -
1	Articulator Motor (2 required)	2463-1064	2	\$ 1,574.00	\$ 3,148.00
	If the robot is not F6B then add:				\$ -
1	Lift Drive Plate Assembly (2 required)	B2455-1005	2	\$ 552.00	\$ 1,104.00
2	Lift Bearing Plate (2 required)	C2457-1037	2	\$ 154.00	\$ 308.00
3	Membrane Pot (2 required)	2463-1030	2	\$ 133.00	\$ 266.00
4	Wiper Plunger (2 required)	2470-1076	2	\$ 45.00	\$ 90.00
5	Wiper mount block (2 required)	2463-1077	2	\$ 53.00	\$ 106.00
6	Spring Retainer (2 required)	2463-1078	2	\$ 30.00	\$ 60.00

7	LED Lamp Assembly for P/T (requires item 8)	C3865-3620	1	\$ 1,944.00	\$ 1,944.00
8	LED Lamp Bracket	B3865-0183	1	\$ 43.00	\$ 43.00
C	Spartan Vehicle Upgrade Includes:				
	The F6 Upgraded to Spartan Vehicle	SPARTAN UPG 0100	1	\$ 148,960.00	\$ 148,960.00
	New Electronics Housing				\$ -
	New 8 DOF Manipulator				\$ -
	Position Feedback with User Presets				\$ -
	Cameras				\$ -
	- Surveillance color camera with white light and IR LED's and Pan / Tilt (Continuous pan)				\$ -
	- Gripper palm camera				\$ -
	- Front and rear drive cameras				\$ -
	- Color arm camera				\$ -
	Accessory Interface Mount (includes adapter for legacy accessories)				\$ -
	Vehicle Battery Pack includes 9 BB2590 Batteries				\$ -
	Tool Kit				\$ -
	Pneumatic Wheel Kit				\$ -
	Training at Remotec and Course Fee for Onsite				
	Final Assy	LABOR2	20	\$ 162.00	\$ 3,240.00
	Testing	LABOR2	10	\$ 162.00	\$ 1,620.00
	Closeout	LABOR2	1	\$ 162.00	\$ 162.00
C2	This upgrade also comes with:				
1	Operator Control Unit Includes:	2463-8700-X	1	\$ 17,535	\$ 17,535
	- Ruggedized Laptop with Touchscreen				\$ -
	- Docking Station				\$ -
	-2 BB2590 Battery	BATTERY-BR-BB2590			\$ -
	-Pelican Case				\$ -
2	Dual Pan Disrupter Mount Assembly	2470-5220	1	\$ 6,220	\$ 6,220.00
3	2 channel STI (4 channel available upon request)	INIT-2CH-FX	1	\$ 2,416	\$ 2,416.00
4	Tension Roller Spacers	B2021-1062	10	\$ 32.00	\$ 320.00
5	Vehicle Charger Assembly	CHGR-035	2		
C3	This assumes the reuse of :				
1	ORIGINAL F6B Hybrid Radio ** below required				\$ -
2	Freewave Modules	RADIO-FW-MM2-MR-R	2	\$ 1,102.00	\$ 2,204.00
3	Lexan Covers	2463-8513	2	\$ 27.00	\$ 54.00
4	NMO 900	LARSEN-NMO 900	2	\$ 81.00	\$ 162.00
5	Cable SMAJ	CBL-SMAJ-MMCXP-01	2	\$ 188.00	\$ 376.00
6	Connector SMA	CON-SMA-COAX-002	2	\$ 35.00	\$ 70.00
7	**ORIGINAL F6B Fiber Optic Cable Reel Assembly (if applicable)				\$ -
	**Required for F/O reuse	2463-9626	1	\$ 1,091.00	\$ 1,091.00
8	ORIGINAL F6B Camera Extend Assembly		1		\$ -
9	ORIGINAL F6B Surveillance Pan and Tilt Camera		1		\$ -
	Replacment costs are detailed below.				\$ -
					\$ -
D	Optional SPARTAN Upgrade Items:				
1	Legacy Switchbox Style Controller	2463-8150	0	\$ 9,720.00	\$ -
2	Andros Game Style Controller	2470-8080	0	\$ 3,270.00	\$ -
3	24" Touchscreen Monitor	MONITOR-15	0	\$ 1,191.00	\$ -
4	SPARE Articulator Tracks (4 tracks = one full set)	2463-1013-FT	0	\$ 608.00	\$ -
5	SPARE Drive Tracks (2 tracks = one full set)	B2400-1013-FT	0	\$ 293.00	\$ -
6	SPARTAN Wheel Assy. (Tire, Tube and Rim) R	2463-0113	0	\$ 135.00	\$ -

7	SPARTAN Wheel Assy. (Tire,Tube and Rim) L	2463-0114	0	\$ 135.00	\$ -
8	SPARE BB2590 Battery	BATTERY-BR-BB2590	11	\$ 808.00	\$ 8,888.00
9	NEW Vertical Camera Extend Assembly	2463-3080	0	\$ 4,542.00	\$ -
10	NEW Mast/Arm Pan and Tilt Assembly (if required)	2463-5000		\$ 15,908.00	\$ -
11	Antenna Bracket (required)	2463-8523	0	\$ 112.00	\$ -
12	Thermal Camera for Arm Pan and Tilt Assembly	2463-5375	0	\$ 6,994.00	\$ -
13	Paint/Powder Coat	N/A-P1	0	\$ 13,681.00	\$ -
14	F6 Style Camera Pan/Tilt Assembly	C3865-5030	0	\$ 7,452.00	\$ -
E Accessories					
1	Power Hawk Assembly Includes the following: - Power Hawk Unit - Power Hawk Kit - Case For Power Hawk	2471-7500 POWERHAWK-004 CASE-024		\$ 39,665	\$ - \$ - \$ - \$ -
2	Rear Receiver Hitch	2455-7580	0	\$ 572.00	\$ -
3	Radio Control Assembly, (Includes case) (Requires video frequency prior to production)	2463-8480-X	0	\$ 50,595	\$ -
4	Spartan PS MPU5 Radio Assembly S-Band (Set of 2 and includes integration kit)	2470-8800-21	0	\$ 46,664	\$ -
5	Spartan MPU5 Integration Kit Only (does not include radio)	2470-8800-X1	0	\$ 5,156	\$ -
6	Range Extender for MPU5 Radio Assembly	TBD	0		\$ -
7	PS MPU5 Single Handheld Kit (S-Band)	2470-8802	0	\$ 17,916	\$ -
8	Enet to RJ45 Programming Cable	CBL-DATA-2001	0	\$ 842	\$ -
9	Stereo Headset ith Dual PTT Coonector Lefthand	HEADSET-PS-075-L	0	\$ 4,122	\$ -
10	Stereo Headset ith Dual PTT Coonector Rht hand	HEADSET-PS-075-R	0	\$ 3,872	\$ -
11	MPU5 Pouch MOLLE	POUCH-MPU5	0	\$ 366	\$ -
12	PTT, Clip, Cables Kit	RELAY-WR-PS-03	0	\$ 4,716	\$ -
13	BAT-06	BATTERY-BAT-06	0	\$ 764	\$ -
14	BAT-11 Charger	CHGR-BAT-11	0	\$ 1,363	\$ -
15	Radio V-Lock Mount	ACC-MNT-MPU5-001	0	\$ 265	\$ -
16	Radio V-Lock Mount	ACC-MNT-MPU5-003	0	\$ 579	\$ -
17	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN	0	\$ 4,437	\$ -
18	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130	0	\$ 5,503	\$ -
19	Shock Tube Initiator, Four Channel	INIT-4CH-FX	0	\$ 3,429	\$ -
20	37mm and 40 mm Breacher Mount Assembly	E7055-6090	0	\$ 3,892	\$ -
21	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**	0	\$ 6,194	\$ -
22	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**	0	\$ 5,922	\$ -
23	Breacher-L6-37mm, smooth bore	BR-L6-37MM**	0	\$ 4,877	\$ -
24	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**	0	\$ 5,026	\$ -
25	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**	0	\$ 3,457	\$ -
26	Electric Breach T3 Disrupter	BREACH-ELECT-T3	0	\$ 3,817	\$ -
27	Picatinny Rail Claw Assembly	D7045-2726	0	\$ 1,866	\$ -
28	Picatinny Rail Cable Cutter Assembly	C7040-7030	0	\$ 511	\$ -
29	Circular Saw Assembly (Battery included)	7057-7070-1	0	\$ 2,175	\$ -
30	Reciprocating Saw Assembly (Battery included)	7057-7080-1	0	\$ 2,175	\$ -
31	Drill Assembly (Battery included)	7057-7040-1	0	\$ 2,519	\$ -
32	Charge Dropper	2470-3830	0	\$ 1,035	\$ -
33	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS	0	\$ 9,112	\$ -
34	Ideal Mini Gander	MINIGANDER	0	\$ 7,779	\$ -
35	Drawbar Package (Does NOT include receiver hitch)	C2461-7590	0	\$ 842	\$ -
36	Ideal Electric release HEADD Hitch (Requires Drawbar Package)	HITCH-001	0	\$ 2,219	\$ -

37	Water Disrupter Deployer Kit	C2461-7585	0	\$ 2,232	\$ -
38	Spare Parts Kit (per robot)	2463-0164	0	\$ 32,880	\$ -
39	Spartan Arm and Chassis Service Kit	2463-0153	0	\$ 1,140	\$ -
40	Laser Sight Mount (reuse of Laser Assembly)	2471-5269	2	\$ 96	\$ 192.00
41	Sighting Kit Mount (reuse of Sighting Camera)	2470-3813	1	\$ 151	\$ 151.00
F	Extended Warranty Option				\$ -
1	Year 2 Extended Warranty	MAINTENANCE-001	0	\$ 5,940.00	\$ -
2	Third Year Extended Warranty Contract	MAINTENANCE-001	0	\$ 5,940.00	\$ -
3	Fourth Year Extended Warranty Contract	MAINTENANCE-002	0	\$ 7,587.00	\$ -
4	Fifth Year Extended Warranty Contract	MAINTENANCE-003	0	\$ 7,587.00	\$ -
5	Sixth Year Extended Warranty Contract	MAINTENANCE-004	0	\$ 8,667.00	\$ -
6	5 Years of Extended Warranty (Year 2 Through 6)	MAINTENANCE-005	0	\$ 30,181.00	\$ -
G	SHIPPING COSTS (location dependant)				\$ -
1	Shipping To and From Remotec	N/A	0		\$ -
2	Shipping from Customer Site to Remotec ONLY	N/A	0		\$ -
3	Shipping Remotec to Customer Site ONLY	N/A	0		\$ -
4	3 Way Shipping	N/A	0		\$ -
5	Reusable Crate (Requires 3 Way Shipping)	CRATE-006	0	\$ 2,770.00	\$ -
6	Customer Pickup/Dropoff **NO FEE INCURRED**	N/A			\$ -
H	Training				\$ -
1	2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item C)	TRAINING-001	1		\$ -
2	2 Days Onsite Operator/Maintenance Training	TRAINING-001	0		\$ -
	(travel cost only-course fee is included in item C)				\$ -

TOTAL COST \$ 202,710.00

- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
- (2) Add travel, labor and subsistence costs if training is located at customer's facility.
- (3) All products have a one-year warranty. Extended Maintenance Contracts are available.
- (4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.
- (5) Pricing does not include any taxes, fees or other related items unless specifically called out.

Please Sign Below:

Henderson County

Signature: _____ Date: _____

Print Name: _____

Title: _____

Vendor: Remotec

Signature: _____ Date: _____

Print Name: _____

Title: _____



DOMESTIC SALES TERMS AND CONDITIONS

A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

The product may contain reconditioned material. Reconditioned material meets or exceeds all required specifications and is fully covered under the product warranty.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third-party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

D. CANCELLATION/TERMINATION

Contract may be terminated at any time by either Party by providing a 90-day written notice of termination. As such, the Contract shall terminate with no further financial obligation of the Customer with respect to payment of obligation due after 90 days from the date of such notice.

E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

I. PAYMENT TERMS

Domestic:

For purchase orders less than a \$100K, payment terms are net 30 days upon receipt of invoice.

For purchase orders greater than \$100K, Buyer has two options for payment and must select one upon Seller's receipt of the order.

Option 1: 60% of contract value due upon receipt of contract and the remaining 40% due within 30 days after the entire order is completed and shipped.

Option 2: Upon successful inspection of each completed product (robot, radio, camera, laser assembly, disruptor, etc.) at Seller's location, invoice will be submitted to the Buyer for payment due within 30 days.

Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum except to the extent restricted by applicable law. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with those terms as stipulated herein.

International:

All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller. If a Reseller, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount, which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. BUYER'S RESPONSIBILITIES

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

Buyer shall be solely responsible for the proper training of personnel, use of all products and shall properly train its operators in the safe use of all products. Seller will not be liable for any damages and improper training of the product, and Buyer hereby agrees to indemnify, defend, and hold harmless Seller from any and all claims, liability, loss, or damage, resulting from the use of any item purchased by Buyer, its officers, directors, employees, subcontractors, agents or any third party. Should the Agency want to liquidate the asset, Buyer will work with the Seller to remove proprietary and ITAR/EAR controlled items.



DOMESTIC SALES TERMS AND CONDITIONS

Buyer may not resell items purchased from Remotec, nor may it pledge any such items as collateral to secure a third-party loan or other financing, without Seller's prior written consent.

R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from their respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

T. TITLE AND RISK OF LOSS

Title to all equipment provided hereunder shall pass to Customer upon payment of all amounts due PERATON under this Agreement. Risk of loss shall be borne by PERATON until delivery to the Customer's site. Customer shall pay any personal property taxes, which may be assessed on the equipment beginning at the time of purchase.



Remotec
353 JD Yarnell Parkway
Clinton, TN 37716

July 5, 2024

To Whom It May Concern,

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the Andros SR1 Robot, FX Robot, Spartan Robot, Spartan Robot Upgrade, Andros F6 Series and HD-SEL Battery Upgrades. This also includes all associated accessories, such as Pan and Tilt Cameras, Thermal Cameras, Spare Tracks, distributor for the BB2590 Batteries for the systems, etc. Remotec has approved International Resellers worldwide for New Robot Sales, but no approved Resellers in the United States.

If the Remotec customer is Upgrading their current Remotec Andros system or needs repairs, all work is done and completed by Remotec only, located in Clinton, TN. All work is completed by certified Remotec Technicians, that are re-certificated yearly.

Remotec's technology is proprietary to Remotec, including design, hardware, and software for all Remotec systems including the Spartan and Spartan Upgrade.

The Remotec ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries. Some of these organizations include the U.S. military joint EOD forces, United States Federal Agencies and Federal Law Enforcement Agencies.

All parts are sold, and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 621-0391.

Sincerely,

Brad Callahan
Manager Andros Sales
Remotec/Peraton
353 JD Yarnell Parkway
Clinton, TN 37716