

DATE..	TRANS-DESC.....	vendor.....	amt.....
07/28/15	A/P CK# 588583	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TE CH)	471.00
07/28/15	A/P CK# 588583	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TE CH)	471.00
			942.00

[405] 2 items listed out of 11184 items.

588583

588583

072815	111	3130	42570	6002	150319	5443735390	471.00
072815	111	3130	42570	6011	150319	5443736541	471.00
072815						TOTAL	942.00

07/28/15

\*\*\*\*\*\$942.00

*Pay Exactly Nine Hundred Forty Two and 00/100 Dollars*

SIEMENS INDUSTRY, INC.  
 C/O CITIBANK (BLDG TECH)  
 PO BOX 2134  
 CAROL STREAM, IL 60132

**DUPLICATE COPY**

# SIEMENS

# Invoice

Cust PO No  
Rec'd ATP - Mike Greene

Cust PO Date

Quotation No

Invoice No  
5443736541

Date  
06/30/2015

Sales Order No  
3801073474

Sales Ord Date  
06/28/2015

Lock Box No

Customer No  
30407803

Page 2 of 3

Siemens Industry, Inc.  
Los Angeles Sales Office  
10775 Business Center Drive  
Cypress CA 90630-5219  
Phone: (714)761-2200  
Fax: (714)761-3620

State Taxes

0.00

111	3130	42570			6011
FND	PKG	OBJECT	GP	TSK	PROJ
5443736541				160319	
INVOICE #				PO #	
609740				471.00	
VENDOR #			AMOUNT		
W. R. Pa...			7-8		
APPROVED			DATE		

Total Wt.: 0 KG

Currency: USD

Invoice Total: 471.00

Siemens Industry, Inc.'S Dunn and Bradstreet number is 01-094-4650

We accept Visa, MasterCard, and American Express. Please contact your local office for details.

Payment Terms: Net Due 30 Days

Net Due By: 07/30/2015

"If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

For shipment to California, "Displays exceeding 4" include the e-Waste recycle fee up to \$10 per item.

# SIEMENS

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Cust PO No  
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Page 1 of 3

<b>Bill To:</b>	<b>Sold To:</b>	<b>Ship To:</b>
CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840

RECEIVED  
JUL 6 2015  
ACCOUNTS PAYABLE

<b>Remit check payments to:</b>	<b>Remit Incoming Wires To:</b>	<b>Remit Incoming ACH's To:</b>
SIEMENS INDUSTRY, INC. C/O Citibank (Bldg Tech) PO Box 2134 Carol Stream IL 60132-2134	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 SWIFT Code: CITIUS33 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5443736541 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5443736541 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com

**Delivery#:** \_\_\_\_\_ **Ship Date:** \_\_\_\_\_

**INCO Terms:** Prepaid and Add **Carrier/Route:** Best Way  
**PLANT**

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
<b>Service Order Number: 5002543873</b>					
100	A7F55000016 Mechanic - work normal time ECCN: EAR99  Customer PO item #: 000100	H	2	188.00	376.00
300	A7F55000061 Trip Charge ECCN: EAR99  Customer PO item #: 000300	PC	1	95.00	95.00
<b>Notes:</b> Issue: Replace cond. pump contractor * <b>Resolution:</b> Delivery Mode:ONSITE Arrive on-site and check in. Replace mag starter for condenser water pump at city hall. Adjust flow control valve to maintain proper flow and motor amps. Condenser water pump operating properly. Check out with staff.  Contact: Customer Service					

1. Applicable Terms. These terms govern the sale of Products by Siemens. Whether these terms are included in an offer or an acceptance by Siemens, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Siemens. Siemens failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.
  2. Pricing & Payment. The prices shall be: (a.) as stated in Siemens' proposal, or if none are stated, (b.) Siemens' standard prices in effect at the time of release for shipment. In the event of a price increase or decrease, the price of Products on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease. Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Siemens' invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.
  - (a) Payment - Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars.
  - (b) Credit Approval - All orders are subject to credit approval by Siemens. The amount of credit or terms of payment may be changed or credit withdrawn by Siemens at any time for any reason without advance notice. Siemens may, in its discretion, withhold further manufacture or shipment, require immediate cash payments for past and future shipments; or require other security satisfactory to Siemens before further manufacture or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.
  - (c) Installment Shipment - If these terms require or authorize delivery of Products in separate shipments to be separately accepted by Buyer, Buyer may only refuse such portion of such shipment that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of hereunder for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.
  - (d) Taxes, Shipping, Packing, Handling - Except to the extent expressly stated in these terms, Siemens' prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Siemens for any amounts Siemens pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same. Siemens' prices include the extra of its standard domestic packing only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, consult Siemens' sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer's account. Orders of less than \$400 are subject to a \$25 handling fee.
  - (e) Finance Charge - Buyer agrees to pay FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.
  - (f) Disputed Invoice - In the event Buyer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and FINANCE CHARGE on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.
  - (g) Collection - Upon Buyer's default of these terms, Siemens may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Siemens, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Siemens, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer.
  3. Delivery; Title; Risk of Loss. Product shall be delivered F.O.B. Siemens point of shipment with title to the Product and risk of loss or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Siemens may make partial shipments. Shipping dates are approximate and Siemens shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Siemens fails to meet the specified delivery schedule. A 5% handling charge will be added to the price for all Product furnished from a local branch.
  4. Deferral and Cancellation. Buyer shall have no deferral rights and Buyer shall be liable for cancellation charges, which shall include without limitation a) payment of the full product price for any finished Product or works in progress; b) payment for raw materials ordered pursuant to a firm purchase order; and c) such other direct costs incurred by Siemens as a result of such cancellation.
  5. Force Majeure / Delays. If Siemens suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Siemens will give Buyer notice within a reasonable time after Siemens becomes aware of any such delay.
  6. Buyer's Requirements. Timely performance by Siemens is contingent upon Buyer's supplying to Siemens all required technical information and data, including drawing approvals, and all required commercial documentation.
  7. Limited Warranty. (a.) Limited Product Warranty Statements. For each Product purchased from Siemens or an authorized reseller, Siemens makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated by reference into, these terms, and (iii) at the time of delivery, Siemens has title to the Product free and clear of liens and encumbrances (collectively, the "Limited Warranties"). Warranties with respect to software which may be furnished by Seller as part of the Product, if any, are expressly set forth elsewhere in these terms. The Limited Warranties set forth herein do not apply to any software furnished by Siemens. If software is furnished by Siemens, then the attached Software License/Warranty Addendum shall apply.
  - (b.) Conditions to the Limited Warranties. The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Siemens' instructions, (ii) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives, (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product, (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below, (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or Buyer granting Siemens access to the Products at all reasonable times and locations to assess the warranty claims, and (vii) Buyer not being in default of any payment obligation to Siemens under these terms.
  - (c.) Exclusions from Limited Warranty Coverage. The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Siemens or not bearing its nameplate. To the extent permitted, Siemens hereby assigns any warranties made to Siemens for such equipment. Siemens shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and is provided to Buyer, as is, with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses and light bulbs and lamps.
  - (d.) Limited Warranty Period. Buyer shall have 12 months from initial operation of the Product or 18 months from shipment, whichever occurs first, to provide Siemens with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided Siemens with notice of a breach of the Limited Warranties.
  - (e.) Remedies for Breach of Limited Warranty. Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Siemens' choice of repair or replacement of the Product, or non-conforming parts thereof, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by Siemens, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Siemens can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Products. All exchanged Products replaced under this Limited Warranty will become the property of Siemens.
  - (f.) Transferability. The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.
- THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 8 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
8. LIMITATION OF LIABILITY. NEITHER SIEMENS, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SIEMENS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY THE BUYER OF THE POSSIBILITY OF SUCH DAMAGES.
  9. Patent and Copyright Infringement. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if Siemens is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.
  - Siemens will have no duty or obligation to Buyer under this Article to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Buyer or its contractors after delivery, (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under the provisions of the Section above.
- THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.
10. Compliance with Laws. Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.
  11. Changes in Work. Siemens shall not implement any changes in the scope of work unless Buyer and Siemens agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Siemens to an equitable adjustment in the prices and any time of performance.
  12. Non-waiver of Default. Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments. If Siemens elects to continue to make shipments, Siemens' actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens' legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be deemed a waiver of Siemens' right to insist upon strict compliance thereafter.
  13. Final Written Agreement; Modification of Terms. These terms, together with any quotation, purchase order or acknowledgement issued or signed by Siemens, comprise the complete and exclusive agreement between the parties (the Agreement) and supersede any terms contained in Buyer's documents, unless separately signed by Siemens. These terms may only be modified by a written instrument signed by authorized representatives of both parties.
  14. Assignment. Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Siemens may assign its rights and obligations under these terms to its affiliates and Siemens may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.
  15. Applicable Law and Jurisdiction. These terms are governed and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS.
  16. Severability. If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

471.00

Work Report

3801073474

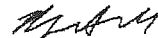
<b>Requested By</b> MICHAEL GREENE	<b>Phone</b> 714-235-8373	<b>Date Received</b> 06/18/2015	<b>Scheduled Date</b> 06/18/2015	<b>Contract No.</b>	<b>Service Order No.</b> 5002546881-0001
<b>Customer No:</b> 30407803 <b>Customer Name:</b> CITY OF GARDEN GROVE <b>FL No:</b> 4433-92840-00013 <b>FL Name:</b> City of Garden Grove <b>FL Address:</b> 11222 Acacia Pkwy Garden Grove CA 92840		<b>Bill To</b> CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840		<b>Call Type:</b> NAM Field Service <b>Equipment ID:</b> 61128180 <b>Customer PO:</b> pending atp <b>Order Type:</b> CS.Order Billed to Cust. - Call Handling	
<b>Instructions / Problem Description</b> Police Dept. Chiller #2 error T077 06/18/2015 12:33:01 CONNIE HERNANDEZ (Z001X4VP) Phone +1 714 761 2200 alarm					
<b>Work Description/ Customer Benefits/ Recommendations</b> Delivery Mode:ONSITE  Arrive on-site and check in. Chiller 2 tripped off on evap temp higher than leaving water temp. Tested all sensors and operation of chiller. No problems found at this time. Check out with staff. <b>System Restored Date :</b> <b>Time : 00:00:00</b>					
<b>Material No.</b>	<b>Description Of Material Used</b>			<b>Billing Status</b>	<b>Qty</b>
<b>Labor Date</b>	<b>Field Service Representative (Matthew Hanson)</b>			<b>Billing Status</b>	<b>Hours</b>
06/18/2015	WORK NORM TIME MECH4			BILLABLE	2.00
<b>Additional Items</b>				<b>Billing Status</b>	
Mileage					
Description					
<b>PCard Receipt Date</b>	<b>Item Description</b>			<b>Billing Status</b>	

Work Report

PCard Receipt Date	Item Description	Billing Status

Customer Signature / Date

Employee Signature / Date



06/18/2015 13:48:00  
Mike Greene

06/18/2015 13:49:00  
Matthew Hanson

# SIEMENS

## AUTHORIZATION TO PROCEED

We are responding to a request for service at your facility. It is possible the service you are requesting is considered billable according to the terms of your Advantage Services Agreement (ASA) and / or your system warranty. An account representative may contact you to discuss the services we are providing in order to ensure your satisfaction and clarify any billing that may arise from this service. For your convenience, we are providing a copy of our most recent published service rates. As an ASA customer, you will be entitled to your contracted discount for all labor in the event this service call is billable. **All rates are current as of 01/01/2014 & are subject to change with or without notice. Please be advised that Portal to Portal labor charges may apply.**

Service	ASA Customer Standard Time	ASA Customer Over Time	ASA Customer Double Time	Non-ASA Customer Standard Time	Non-ASA Customer Over Time	Non-ASA Customer Double Time
<b>On-Line Support:</b>	1 Hr Min	1 Hr Min	1 Hr Min	2 Hr Min	2 Hr Min	2 Hr Min
Modem or Phone	\$158.00/hr	\$205.00/hr	\$253.00/hr	\$204.00/hr	\$306.00/hr	\$408.00/hr
<b>Automation</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$158.00/hr	\$205.00/hr	\$253.00/hr	\$204.00/hr	\$306.00/hr	\$408.00/hr
<b>Mechanical</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$144.00/hr	\$187.00/hr	\$230.00/hr	\$188.00/hr XXX	\$282.00/hr	\$376.00/hr
<b>Electronic Installer</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$118.00/hr	\$154.00/hr	\$189.00/hr	\$152.00/hr	\$228.00/hr	\$304.00/hr
<b>Electrical Services</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$188.00/hr	\$244.00/hr	\$300.00/hr	\$244.00/hr	\$366.00/hr	\$488.00/hr
<b>Fire</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$150.00/hr	\$195.00/hr	\$240.00/hr	\$196.00/hr	\$294.00/hr	\$392.00/hr
<b>Security</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$143.00/hr	\$186.00/hr	\$229.00/hr	\$186.00/hr	\$279.00/hr	\$372.00/hr
<b>Project Manager / Service Account Engineer</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$214.00/hr	\$214.00/hr	\$214.00/hr	\$278.00/hr	\$278.00/hr	\$278.00/hr
<b>Fee: On Site Trip</b>	\$70.00 / Trip	\$70.00 / Trip	\$70.00 / Trip	\$95.00 / Trip XXXX	\$95.00 / Trip	\$95.00 / Trip

Overtime rates in the table apply for calls on Saturdays as well as Monday through Friday 4:00 p.m. - 7:00 am, excluding Holidays. Double time applies for Sundays and Holidays and it may apply on weekdays as well.

(Required by Siemens):

Siemens Notification #: 5002543875

Customer Site Name: \_\_\_\_\_ City of Garden Grove \_\_\_\_\_

Description of work: Replace cond. Pump contract

Customer Site Address: \_\_\_\_\_ 11222 Acacia Pkwy \_\_\_\_\_ Garden Grove \_\_\_\_\_

(Required by Customer):

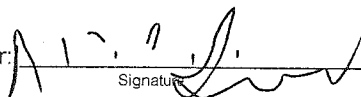
Bill to Company Name & Address: \_\_\_\_\_

Sold to Company Name & Address: \_\_\_\_\_ Same as above \_\_\_\_\_

Accounts Payable Name & Address: \_\_\_\_\_

(Required by Customer):

Customer PO # (Please include faxed or e-mail Copy): \_\_\_\_\_

Authorized Buyer:  \_\_\_\_\_  
Signature Print Name Date

By signing this document, you are agreeing to payment in full upon receipt of Invoice.

Quick Quote Price Not to Exceed (By Siemens Only): \$ \_\_\_\_\_



Siemens Representative: _____	_____	_____
Signature	Print Name	Date

Siemens Industry, Inc. Building Technologies Division will dispatch upon receipt of authorization. (Return Fax # 714-761-0274)

All invoices shall be due and payable by customer upon receipt. Further, seller reserves the right to invoice customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. If the customer becomes overdue in any progress payment, seller shall be entitled to stop work, shall be entitled to interest at the lesser of an annual rate of 18% or the maximum interest permitted by applicable law; and also to avail itself of any other legal and equitable remedies. Seller shall also be entitled to such interest on all amounts retained by customer from progress payments or otherwise. Customer agrees that he will pay and / or reimburse seller for any and all reasonable attorneys' fees, which are incurred by seller in the collection of amounts due and payable hereunder. Prices are subject to correction for error.

# SIEMENS

# Invoice

Cust PO No  
Rec'd ATP Mike Greene

Cust PO Date

Quotation No

Invoice No  
5443735390

Date  
06/30/2015

Sales Order No  
3801073486

Sales Ord Date  
06/28/2015

Lock Box No

Customer No  
30407803

Page 2 of 3

Siemens Industry, Inc.  
Los Angeles Sales Office  
10775 Business Center Drive  
Cypress CA 90630-5219  
Phone: (714)761-2200  
Fax: (714)761-3620

State Taxes

0.00

111	313D	42570			6002
FND	PKG	OBJECT	GP	TSK	PROJ
5443735390				150319	
INVOICE #				PO #	
69740		471.00			
VENDOR #		AMOUNT			
W. R. Rain				7-8	
APPROVED				DATE	

Total Wt.: 0 KG

Currency: USD

Invoice Total: 471.00

Siemens Industry, Inc.'S Dunn and Bradstreet number is 01-094-4650

We accept Visa, MasterCard, and American Express. Please contact your local office for details.

Payment Terms: Net Due 30 Days

Net Due By: 07/30/2015

"If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S. law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."  
For shipment to California, "Displays exceeding 4" include the e-Waste recycle fee up to \$10 per item.

# SIEMENS

# Invoice

Cust PO No  
Rec'd ATP Mike Greene

Cust PO Date

Quotation No

Invoice No  
5443735390

Date  
06/30/2015

Sales Order No  
3801073486

Sales Ord Date  
06/28/2015

Lock Box No

Customer No  
30407803

Page 1 of 3

<b>Bill To:</b>	<b>Sold To:</b>	<b>Ship To:</b>
CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840

<b>Remit check payments to:</b>	<b>Remit Incoming Wires To:</b>	<b>Remit Incoming ACH's To:</b>
SIEMENS INDUSTRY, INC. C/O Citibank (Bldg Tech) PO Box 2134 Carol Stream IL 60132-2134	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 SWIFT Code: CITIUS33 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5443735390 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5443735390 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com

<b>Delivery#:</b>	<b>Ship Date:</b>
-------------------	-------------------

<b>INCO Terms:</b> Prepaid and Add PLANT	<b>Carrier/Route:</b> Best Way
---	--------------------------------

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
<b>Service Order Number: 5002546881</b>					
100	A7F55000016 Mechanic - work normal time ECCN: EAR99  Customer PO item #: 000100	H	2	188.00	376.00
300	A7F55000061 Trip Charge ECCN: EAR99  Customer PO item #: 000300	PC	1	95.00	95.00
<p><b>Notes:</b> Issue: Police Dept. Chiller #2 error T077 alarm</p> <p><b>Resolution:</b> Delivery Mode:ONSITE Arrive on-site and check in. Chiller 2 tripped off on evap temp higher than leaving water temp. Tested all sensors and operation of chiller. No problems found at this time. Check out with staff.</p> <p>Contact: Customer Service</p>					

RECEIVED  
JUL 6 2015  
ACCOUNTS PAYABLE

1. **Applicable Terms.** These terms govern the sale of Products by Siemens. Whether these terms are included in an offer or an acceptance by Siemens, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Siemens. Siemens failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.
  2. **Pricing & Payment.** The prices shall be: (a.) as stated in Siemens' proposal, or if none are stated, (b.) Siemens' standard prices in effect at the time of release for shipment. In the event of a price increase or decrease, the price of Products on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease. Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Siemens' invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.
  - (a) **Payment** - Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars.
  - (b) **Credit Approval** - All orders are subject to credit approval by Siemens. The amount of credit or terms of payment may be changed or credit withdrawn by Siemens at any time for any reason without advance notice. Siemens may, in its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Siemens before further manufacture or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.
  - (c) **Installment Shipment** - If these terms require or authorize delivery of Products in separate shipments to be separately accepted by Buyer, Buyer may only refuse such portion of such shipment that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of hereunder for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.
  - (d) **Taxes, Shipping, Packing, Handling** - Except to the extent expressly stated in these terms, Siemens' prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Siemens for any amounts Siemens pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Siemard domestic packing offices. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such costs of its standard domestic packing only. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight extra charges, rates or classification included as part of these terms, shall be for the Buyer's account. Orders of less than \$400 are subject to a \$25 handling fee.
  - (e) **Finance Charge** - Buyer agrees to pay FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.
  - (f) **Disputed Invoice** - In the event Buyer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and FINANCE CHARGE on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.
  - (g) **Collection** - Upon Buyer's default of these terms, Siemens may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Siemens, to the extent permitted by law, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Siemens, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer.
  3. **Delivery; Title; Risk of Loss.** Product shall be delivered F.O.B. Siemens point of shipment with title to the Product and risk of loss or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Siemens may make partial shipments. Shipping dates are approximate and Siemens shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Siemens fails to meet the specified delivery schedule. A 5% handling charge will be added to the price for all Product furnished from a local branch.
  4. **Deferment and Cancellation.** Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall include without limitation a) payment of the full product price for any finished Product or works in progress; b) payment for raw materials ordered pursuant to a firm purchase order; and c) such other direct costs incurred by Siemens as a result of such cancellation.
  5. **Force Majeure / Delays.** If Siemens suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Siemens will give to Buyer notice within a reasonable time after Siemens becomes aware of any such delay.
  6. **Buyer's Requirements.** Timely performance by Siemens is contingent upon Buyer's supplying to Siemens all required technical information and data, including drawing approvals, and all required commercial documentation.
  7. **Limited Warranty.** (a.) Limited Product Warranty Statements. For each Product purchased from Siemens or an authorized reseller, Siemens makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated by reference into, these terms, and (iii) at the time of delivery, Siemens has title to the Product free and clear of liens and encumbrances (collectively, the "Limited Warranties"). Warranties with respect to software which may be furnished by Seller as part of the Product, if any, are expressly set forth elsewhere in these terms. The Limited Warranties set forth herein do not apply to any software furnished by Siemens. If software is furnished by Siemens, then the attached Software License/Warranty Addendum shall apply.
  - (b.) **Conditions to the Limited Warranties.** The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Siemens' instructions, (ii) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives, (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product, (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below, (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or Buyer granting Siemens access to the Products at all reasonable times and locations to assess the warranty claims, and (vii) Buyer not being in default of any payment obligation to Siemens under these terms.
  - (c.) **Exclusions from Limited Warranty Coverage.** The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Siemens or not bearing its nameplate. To the extent permitted, Siemens hereby assigns any warranties made to Siemens for such equipment. Siemens shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and is provided to Buyer, as is, with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses and light bulbs and lamps.
  - (d.) **Limited Warranty Period.** Buyer shall have 12 months from initial operation of the Product or 18 months from shipment, whichever occurs first, to provide Siemens with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided Siemens with notice of a breach of the Limited Warranties.
  - (e.) **Remedies for Breach of Limited Warranty.** Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Siemens' choice of repair or replacement of the Product, or non-conforming parts thereof, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by Siemens, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Siemens can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Products. All exchanged Products replaced under this Limited Warranty will become the property of Siemens.
  - (f.) **Transferability.** The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.
- THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 8 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
8. **LIMITATION OF LIABILITY.** NEITHER SIEMENS, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SIEMENS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY THE BUYER OF THE POSSIBILITY OF SUCH DAMAGES.
  9. **Patent and Copyright Infringement.** Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if Siemens is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.
- Siemens will have no duty or obligation to Buyer under this Article to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Buyer or its contractors after delivery, (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under the provisions of the Section above.
- THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.
10. **Compliance with Laws.** Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.
  11. **Changes in Work.** Siemens shall not implement any changes in the scope of work unless Buyer and Siemens agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Siemens to an equitable adjustment in the prices and any time of performance.
  12. **Non-waiver of Default.** Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments. If Siemens elects to continue to make shipments, Siemens' actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens' legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be deemed a waiver of Siemens' right to insist upon strict compliance thereafter.
  13. **Final Written Agreement; Modification of Terms.** These terms, together with any quotation, purchase order or acknowledgment issued or signed by Siemens, comprise the complete and exclusive agreement between the parties (the Agreement) and supersede any terms contained in Buyer's documents, unless separately issued by Siemens. These terms may only be modified by a written instrument signed by authorized representatives of both parties.
  14. **Assignment.** Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Siemens may assign its rights and obligations under these terms to its affiliates and Siemens may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.
  15. **Applicable Law and Jurisdiction.** These terms are governed and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS.
  16. **Severability.** If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

471.00

**Work Report**

2801073486

<b>Requested By</b> MICHAEL GREENE	<b>Phone</b> 714-235-8373	<b>Date Received</b> 06/15/2015	<b>Scheduled Date</b> 06/15/2015	<b>Contract No.</b>	<b>Service Order No.</b> 5002543873-0001
<b>Customer No:</b> 30407803 <b>Customer Name:</b> CITY OF GARDEN GROVE <b>FL No:</b> 4433-92840-00013 <b>FL Name:</b> City of Garden Grove <b>FL Address:</b> 11222 Acacia Pkwy Garden Grove CA 92840		<b>Bill To</b> CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840		<b>Call Type:</b> NAM Field Service <b>Equipment ID:</b> 61128180 <b>Customer PO:</b> Matt will get ATP <b>Order Type:</b> CS.Order Billed to Cust. - Call Handling	
<b>Instructions / Problem Description</b> Replace cond. pump contractor 06/15/2015 13:48:36 CONNIE HERNANDEZ (Z001X4VP) Phone +1 714 761 2200 *					
<b>Work Description/ Customer Benefits/ Recommendations</b> Delivery Mode:ONSITE  Arrive on-site and check in. Replace mag starter for condenser water pump at city hall. Adjust flow control valve to maintain proper flow and motor amps. Condenser water pump operating properly. Check out with staff. <b>System Restored Date :</b> <b>Time : 00:00:00</b>					
<b>Material No.</b>	<b>Description Of Material Used</b>			<b>Billing Status</b>	<b>Qty</b>
<b>Labor Date</b>	<b>Field Service Representative (Matthew Hanson)</b>			<b>Billing Status</b>	<b>Hours</b>
06/15/2015	WORK NORM TIME MECH4			BILLABLE	2.00
<b>Additional Items</b>				<b>Billing Status</b>	
Mileage					
<b>Description</b>					
<b>PCard Receipt Date</b>		<b>Item Description</b>		<b>Billing Status</b>	

Work Report

PCard Receipt Date	Item Description	Billing Status

Customer Signature / Date

Employee Signature / Date



06/18/2015 13:48:00  
Mike Greene

06/18/2015 13:49:00  
Matthew Hanson

# SIEMENS

## AUTHORIZATION TO PROCEED


We are responding to a request for service at your facility. It is possible the service you are requesting is considered billable according to the terms of your Advantage Services Agreement (ASA) and / or your system warranty. An account representative may contact you to discuss the services we are providing in order to ensure your satisfaction and clarify any billing that may arise from this service. For your convenience, we are providing a copy of our most recent published service rates. As an ASA customer, you will be entitled to your contracted discount for all labor in the event this service call is billable. All rates are current as of 01/01/2014 & are subject to change with or without notice. Please be advised that Portal to Portal labor charges may apply.

Service	ASA Customer Standard Time	ASA Customer Over Time	ASA Customer Double Time	Non-ASA Customer Standard Time	Non-ASA Customer Over Time	Non-ASA Customer Double Time
<b>On-Line Support:</b>	1 Hr Min	1 Hr Min	1 Hr Min	2 Hr Min	2 Hr Min	2 Hr Min
Modem or Phone	\$158.00/hr	\$205.00/hr	\$253.00/hr	\$204.00/hr	\$306.00/hr	\$408.00/hr
<b>Automation</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$158.00/hr	\$205.00/hr	\$253.00/hr	\$204.00/hr	\$306.00/hr	\$408.00/hr
<b>Mechanical</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$144.00/hr	\$187.00/hr	\$230.00/hr	\$188.00/hr XXX	\$282.00/hr	\$376.00/hr
<b>Electronic Installer</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$118.00/hr	\$154.00/hr	\$189.00/hr	\$152.00/hr	\$228.00/hr	\$304.00/hr
<b>Electrical Services</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$188.00/hr	\$244.00/hr	\$300.00/hr	\$244.00/hr	\$366.00/hr	\$488.00/hr
<b>Fire</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$150.00/hr	\$195.00/hr	\$240.00/hr	\$196.00/hr	\$294.00/hr	\$392.00/hr
<b>Security</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$143.00/hr	\$186.00/hr	\$229.00/hr	\$186.00/hr	\$279.00/hr	\$372.00/hr
<b>Project Manager / Service Account Engineer</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$214.00/hr	\$214.00/hr	\$214.00/hr	\$278.00/hr	\$278.00/hr	\$278.00/hr
<b>Fee: On Site Trip</b>	\$70.00 / Trip	\$70.00 / Trip	\$70.00 / Trip	\$95.00 / Trip XXX	\$95.00 / Trip	\$95.00 / Trip

Overtime rates in the table apply for calls on Saturdays as well as Monday through Friday 4:00 p.m. - 7:00 am, excluding Holidays. Double time applies for Sundays and Holidays and it may apply on weekdays as well.

<b>(Required by Siemens):</b>	Siemens Notification #: 5002546881
Customer Site Name: _____ Police Dept. _____	Description of work: _____ Police Dept. Chiller #2 error _____
Customer Site Address: _____ 11301_Acacia Pkwy _____ Garden Grove _____	

<b>(Required by Customer):</b>
Bill to Company Name & Address: _____
Sold to Company Name & Address: _____ City Of Garden Grove _____
Accounts Payable Name & Address: _____

<b>(Required by Customer):</b>
Customer PO # (Please include faxed or e-mail Copy): _____
Authorized Buyer:  _____ Mike Greene _____ 6-18-15 _____ Signature Print Name Date
By signing this document, you are agreeing to payment in full upon receipt of Invoice.

Quick Quote Price Not to Exceed (By Siemens Only): \$ _____
---





DATE	vendor	TRANS-DESC	vendor	amt
06/23/15	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TE CH)	A/P CK# 586866	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TE CH)	1,150.00
06/25/15	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TE CH)	A/P CK# 587296	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TE CH)	2,310.00
				3,460.00

[4051] 2 items listed.

586866

586866

062315 530 3123 42570  
062315

122746

5620005977

TOTAL

1,150.00  
1,150.00

06/23/15

\*\*\*\*\*\$1,150.00

*Pay Exactly One Thousand One Hundred Fifty and 00/100 Dollars*

SIEMENS INDUSTRY, INC.  
C/O CITIBANK (BLDG TECH)  
PO BOX 2134  
CAROL STREAM, IL 60132

**DUPLICATE COPY**

# SIEMENS

# Invoice

Cust PO No  
Customer email

Cust PO Date  
05/01/2015

Quotation No

Invoice No  
5620005977

Date  
05/27/2015

Sales Order No  
3801059989

Sales Ord Date  
05/27/2015

Lock Box No  
3283

Customer No  
30407803

Page 1 of 2

Bill To:

Sold To:

Ship To:

CITY OF GARDEN GROVE  
PO Box 3070  
GARDEN GROVE CA 92840

CITY OF GARDEN GROVE  
PO Box 3070  
GARDEN GROVE CA 92840

CITY OF GARDEN GROVE  
11222 ACACIA PKWY  
GARDEN GROVE CA 92840

Remit check payments to:

Remit Incoming Wires To:

Remit Incoming ACH's To:

SIEMENS INDUSTRY, INC.  
PO Box 3283  
CAROL STREAM IL 60132

Citibank New York  
111 Wall Street  
New York, New York 10043 USA  
ABA# 021000089 Swift: CITIUS33  
Account: 30847747

Siemens Industry, Inc/ Lockbox #3283  
C/o Citibank Lockbox Operations  
8430 W. Bryn Mawr Avenue, 3rd Floor  
Chicago, IL 60631  
Account: 30847747  
ABA# 021000089

Send Remittance Instructions to:  
IUSMobilityrequest.industry@siemens.com

Delivery#:

Ship Date:

INCO Terms: Free on board  
ORIGIN

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
200	HX102146 ELECTRICIAN (RT)	H	8	83.00	664.00
300	HX102210 SERVICE BUCKET TRUCK	H	4	28.00	112.00
400	HX000025 CRANE	PC	4	65.00	260.00
500	HX000025 ARROWBOARD	PC	4	15.00	60.00
600	HX000025 MATERIALS	PC	1	54.00	54.00

530	3123	42570
FND	PKG	OBJECT
5620005977		122746
INVOICE NO.		PO NO.
69748		115000
VENDOR NO.		AMOUNT
T. Boyer		6/10/15
APPROVED		DATE

RECEIVED  
JUN 8 2015  
ACCOUNTS PAYABLE

# SIEMENS

# Invoice

Cust PO No  
Customer email

Cust PO Date  
05/01/2015

Quotation No

Invoice No  
5620005977

Date  
05/27/2015

Sales Order No  
3801059989

Sales Ord Date  
05/27/2015

Lock Box No  
3283

Customer No  
30407803

Page 2 of 2

Notes:					
	EUCLID & MAIN  INSTALLED CITY FURNISHED POLE				

Total Wt.: 0 KG      Currency: USD      Invoice Total: 1,150.00

Payment Terms: Net Due 30 Days

Net Due By: 06/26/2015

\*If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon.\*

\*We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof.\*

587296

587296

062515 530 3123 42570  
062515

122746

5620006942

TOTAL

2,310.00  
2,310.00

06/25/15

\*\*\*\*\*\$2,310.00

*Pay Exactly Two Thousand Three Hundred Ten and 00/100 Dollars*

SIEMENS INDUSTRY, INC.  
C/O CITIBANK (BLDG TECH)  
PO BOX 2134  
CAROL STREAM, IL 60132

**DUPLICATE COPY**

# SIEMENS

# Invoice

Cust PO No: Garden Grove  
 Cust PO Date: 03/03/2014  
 Quotation No: 3283

Invoice No: 5620006942  
 Date: 06/16/2015  
 Customer No: 30407803  
 Page 1 of 1

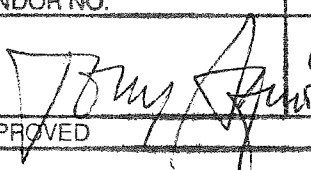
Sales Order No: 2600072287  
 Sales Ord Date: 03/03/2014  
 Lock Box No: 3283

<b>Bill To:</b>	<b>Sold To:</b>	<b>Ship To:</b>
CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840

<b>Remit check payments to:</b>	<b>Remit Incoming Wires To:</b>	<b>Remit Incoming ACH's To:</b>
SIEMENS INDUSTRY, INC. PO Box 3283 CAROL STREAM IL 60132	Citibank New York 111 Wall Street New York, New York 10043 USA ABA# 021000089 Swift: CITIUS33 Account: 30847747	Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631 Account: 30847747 ABA# 021000089
Send Remittance Instructions to: IUSMobilityarequest.industry@siemens.com		

Delivery#: \_\_\_\_\_ Ship Date: \_\_\_\_\_  
 INCO Terms: Free on board  
 ORIGIN

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
	Traffic Signal Response Call Outs for May, 2015				2,310.00

530	3123	42570	
FND	PKG	OBJECT	
5620006942		1122746	
INVOICE NO.		PO NO.	
69748		2310.00	
VENDOR NO.		AMOUNT	
		6/25/15	
APPROVED		DATE	

Net due by: 7/16/2015

**RECEIVED**  
 JUN 22 2015  
 ACCOUNTS PAYABLE

Traffic Signal Maintenance for CITY OF GARDEN GROVE  
 Work Order Completion Period: 05/01/2015 to 05/31/2015

**CITY OF GARDEN GROVE - Generic**

Date Completed: Sat, MAY/16/2015 16:00 Work Order #: 5002522272 Debit Memo Req. 3801060458  
 Description: BROOKHURST/WOODBURY POLE KNOCKDOWN  
 Response: CALL VERIFIED. FOUND CENTER DIVIDER SIGNAL POLE KNOCKED DOWN AND INTERSECTION IN FLASH WITH ANCHOR BOLT AND WIRE DAMAGE. CHIPPED OUT CONCRETE AND INSTALLED BARREL NUT FOR ANCHOR BOLT AND CUT OUT DAMAGED WIRE AND SPLICED IN NEW CABLE. USED CITY SUPPLIED SIGNALS AND POLE. RESET INTERSECTION AND CHECKED OPERATIONS. MYSELF PUP EQUIP AND MAT. AND FIXED ANCHOR BOLT AND DRILLED AND INSTALLED NEW SIGNAL POLE SIG. GEAR AND TESTED OK.

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
SERVICE BUCKET TRUCK	14.5 HR @ 28.00 per HR	\$ 406.00	\$ 0.00	
WIRE 14-8C/12-1C TSC/MSA SLD	30 FT @ 0.25 per FT	\$ 7.50	\$ 0.00	
ELECTRICIAN (OT)	8.000 H @ 116.00 per H	\$ 928.00	\$ 0.00	
ELECTRICIAN (PT)	6.500 H @ 149.00 per H	\$ 968.50	\$ 0.00	
	Visit Total	\$ 2,310.00	\$ 0.00	
	Total	\$ 2,310.00	\$ 0.00	\$ 2,310.00
		Extra Charges	Routine Maint.	Total
Report Total		\$ 2,310.00	\$ 0.00	\$ 2,310.00

	Locations Serviced
Total	1
OTHER	1

APPROVED		DATE	
FND	PKG	OBJECT	
VENDOR NO.		AMOUNT	
INVOICE NO.	PO NO.	PO NO.	INVOICE NO.
VENDOR NO.	AMOUNT	OBJECT	PKG
APPROVED		DATE	

DATE..	TRANS-DESC.....	vendor.....	amt.....
05/12/15 A/P CK# 585012	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TE CH)		1,223.00
05/26/15 A/P CK# 585358	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TE CH)		1,297.00
05/26/15 A/P CK# 585358	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TE CH)		9,610.00
			12,130.00

[405] 3 items listed out of 9563 items.



585012

585012

051215 111 3130 42570 6002 150319 5443653125  
051215

TOTAL

1,223.00  
1,223.00

05/12/15

\*\*\*\*\*\$1,223.00

*Pay Exactly One Thousand Two Hundred Twenty Three and 00/100 Dollars*

SIEMENS INDUSTRY, INC.  
C/O CITIBANK (BLDG TECH)  
PO BOX 2134  
CAROL STREAM, IL 60132

DUPLICATE COPY

# SIEMENS

# Invoice

Cust PO No  
Rec'd ATP

Cust PO Date

Quotation No

Invoice No  
5443653125

Date  
04/24/2015

Sales Order No  
3801046626

Sales Ord Date  
04/22/2015

Lock Box No

Customer No  
30407803

Page 1 of 3

<b>Bill To:</b>		<b>Sold To:</b>		<b>Ship To:</b>	
CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840		CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840		CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840	
<b>Remit check payments to:</b>		<b>Remit Incoming Wires To:</b>		<b>Remit Incoming ACH's To:</b>	
SIEMENS INDUSTRY, INC. C/O Citibank (Bldg Tech) PO Box 2134 Carol Stream IL 60132-2134		Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 SWIFT Code: CITIUS33 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5443653125 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com		Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5443653125 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com	
<b>Delivery#:</b>		<b>Ship Date:</b>			
INCO Terms: Prepaid and Add PLANT		Carrier/Route: Best Way			
Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
	<b>Service Order Number: 5002498321</b>				
100	A7F55000016 Mechanic - work normal time ECCN: EAR99  Customer PO item #: 000100	H	6	188.00	1,128.00
200	A7F55000061 Trip Charge ECCN: EAR99  Customer PO item #: 000200	PC	1	95.00	95.00
<p>Notes: Issue: Chiller Annual, Customer supplying parts</p> <p>Resolution: Delivery Mode:ONSITE Arrive on-site and check in. Perform annual service on chiller. Replaced external oil filters, service electrical components, leak tested refrigerant circuit, Megged motors, and logged operation of unit. No leaks found and chiller operation is normal. Took oil samples to lab for testing. Checked out with staff.</p> <p>Contact: Customer Service</p>					

RECEIVED  
APR 29 2015  
ACCOUNTS PAYABLE

# SIEMENS

# Invoice

Cust PO No  
Rec'd ATP

Cust PO Date

Quotation No

Invoice No  
5443653125

Date  
04/24/2015

Sales Order No  
3801046626

Sales Ord Date  
04/22/2015

Lock Box No

Customer No  
30407803

Page 2 of 3

Siemens Industry, Inc.  
Los Angeles Sales Office  
10775 Business Center Drive  
Cypress CA 90630-5219  
Phone: (714)761-2200  
Fax: (714)761-3620

State Taxes

0.00

111	3130	42570			6002
FND	PKG	OBJECT	OP	TSK	PROJ
5443653125				160919	
INVOICE #			PO #		
69748			1223.00		
ENDOR #		AMOUNT			
W. K. R.		4/20/15			
APPROVED		DATE			

Total Wt.: 0 KG

Currency: USD

Invoice Total: 1,223.00

Siemens Industry, Inc.'S Dunn and Bradstreet number is 01-094-4650

We accept Visa, MasterCard, and American Express. Please contact your local office for details.

Payment Terms: Net Due 30 Days

Net Due By: 05/24/2015

"If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (Items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."  
For shipment to California, "Displays exceeding 4" include the e-Waste recycle fee up to \$10 per item.

1. **Applicable Terms.** These terms govern the sale of Products by Siemens. Whether these terms are included in an offer or an acceptance by Siemens, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Siemens. Siemens failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.
  2. **Pricing & Payment.** The prices shall be: (a.) as stated in Siemens' proposal, or if none are stated, (b.) Siemens' standard prices in effect at the time of release for shipment. In the event of a price increase or decrease, the price of Products on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease. Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Siemens' invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.
    - (a) **Payment** - Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars.
    - (b) **Credit Approval** - All orders are subject to credit approval by Siemens. The amount of credit or terms of payment may be changed or credit withdrawn by Siemens at any time for any reason without advance notice. Siemens may, in its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Siemens before further manufacture or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.
    - (c) **Installment Shipment** - If these terms require or authorize delivery of Products in separate shipments to be separately accepted by Buyer, Buyer may only refuse such portion of such shipment that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of hereunder for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.
    - (d) **Taxes, Shipping, Packing, Handling** - Except to the extent expressly stated in these terms, Siemens' prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Siemens for any amounts Siemens pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same. Siemens' prices include the costs of its standard domestic packing only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, consult Siemens' sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer's account. Orders of less than \$400 are subject to a \$25 handling fee.
    - (e) **Finance Charge** - Buyer agrees to pay FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.
    - (f) **Disputed Invoice** - In the event Buyer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and FINANCE CHARGE on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.
    - (g) **Collection** - Upon Buyer's default of these terms, Siemens may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Siemens, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Siemens, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer.
  3. **Delivery; Title; Risk of Loss.** Product shall be delivered F.O.B. Siemens point of shipment with title to the Product and risk of loss or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Siemens may make partial shipments. Shipping dates are approximate only and Siemens shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Siemens fails to meet the specified delivery schedule. A 5% handling charge will be added to the price for all Product furnished from a local branch.
  4. **Deferment and Cancellation.** Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall include without limitation a) payment of the full product price for any finished Product or works in progress; b) payment for raw materials ordered pursuant to a firm purchase order; and c) such other direct costs incurred by Siemens as a result of such cancellation.
  5. **Force Majeure / Delays.** If Siemens suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Siemens will give to Buyer notice within a reasonable time after Siemens becomes aware of any such delay.
  6. **Buyer's Requirements.** Timely performance by Siemens is contingent upon Buyer's supplying to Siemens all required technical information and data, including drawing approvals, and all required commercial documentation.
  7. **Limited Warranty.** (a.) **Limited Product Warranty Statements.** For each Product purchased from Siemens or an authorized reseller, Siemens makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated by reference into, these terms, and (iii) at the time of delivery, Siemens has title to the Product free and clear of liens and encumbrances (collectively, the "Limited Warranties"). Warranties with respect to software which may be furnished by Seller as part of the Product, if any, are expressly set forth elsewhere in these terms. The Limited Warranties set forth herein do not apply to any software furnished by Siemens. If software is furnished by Siemens, then the attached Software License/Warranty Addendum shall apply.
    - (b.) **Conditions to the Limited Warranties.** The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Siemens' instructions, (ii) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives, (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product, (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below, (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or Buyer granting Siemens access to the Products at all reasonable times and locations to assess the warranty claims, and (vii) Buyer not being in default of any payment obligation to Siemens under these terms.
    - (c.) **Exclusions from Limited Warranty Coverage.** The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Siemens or not bearing its nameplate. To the extent permitted, Siemens hereby assigns any warranties made to Siemens for such equipment. Siemens shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and is provided to Buyer, as is, with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses and light bulbs and lamps.
    - (d.) **Limited Warranty Period.** Buyer shall have 12 months from initial operation of the Product or 18 months from shipment, whichever occurs first, to provide Siemens with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided Siemens with notice of a breach of the Limited Warranties.
    - (e.) **Remedies for Breach of Limited Warranty.** Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Siemens' choice of repair or replacement of the Product, or non-conforming parts thereof, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by Siemens, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Siemens can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Products. All exchanged Products replaced under this Limited Warranty will become the property of Siemens.
    - (f.) **Transferability.** The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.
- THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 8 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
8. **LIMITATION OF LIABILITY.** NEITHER SIEMENS, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SIEMENS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY THE BUYER OF THE POSSIBILITY OF SUCH DAMAGES.
9. **Patent and Copyright Infringement.** Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if Siemens is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.

Siemens will have no duty or obligation to Buyer under this Article to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Buyer or its contractors after delivery, (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under the provisions of the Section above.
10. **THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.**
11. **Compliance with Laws.** Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.
12. **Changes in Work.** Siemens shall not implement any changes in the scope of work unless Buyer and Siemens agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Siemens to an equitable adjustment in the prices and any time of performance.
13. **Non-waiver of Default.** Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments. If Siemens elects to continue to make shipments, Siemens' actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens' legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be deemed a waiver of Siemens' right to insist upon strict compliance thereafter.
14. **Final Written Agreement; Modification of Terms.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by Siemens, comprise the complete and exclusive agreement between the parties (the Agreement) and supersede any terms contained in Buyer's documents, unless separately signed by Siemens. These terms may only be modified by a written instrument signed by authorized representatives of both parties.
15. **Assignment.** Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Siemens may assign its rights and obligations under these terms to its affiliates and Siemens may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.
16. **Applicable Law and Jurisdiction.** These terms are governed and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS.
17. **Severability.** If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

1223.00

**Work Report**

3801046626

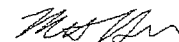
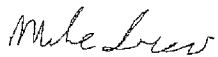
<b>Requested By</b> MICHAEL GREENE	<b>Phone</b>	<b>Date Received</b> 04/17/2015	<b>Scheduled Date</b> 04/17/2015	<b>Contract No.</b>	<b>Service Order No.</b> 5002498321-0001
<b>Customer No:</b> 30407803 <b>Customer Name:</b> CITY OF GARDEN GROVE <b>FL No:</b> 4433-92840-00013 <b>FL Name:</b> City of Garden Grove <b>FL Address:</b> 11222 Acacia Pkwy Garden Grove CA 92840		<b>Bill To</b> CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840		<b>Call Type:</b> NAM Field Service <b>Equipment ID:</b> 61128180 <b>Customer PO:</b> rec atp <b>Order Type:</b> CS.Order Billed to Cust. - Call Handling	
<b>Instructions / Problem Description</b> Chiller Annual 04/17/2015 13:23:48 CONNIE HERNANDEZ (Z001X4VP) Phone +1 714 761 2200 Customer supplies parts					
<b>Work Description/ Customer Benefits/ Recommendations</b> Delivery Mode:ONSITE  Arrive on-site and check in. Perform annual service on chiller. Replace external oil filters, service electrical components, leak test refrigerant circuit, Meg motors, and log operation of unit. No leaks found and chiller operation is normal. Take oil samples to lab for testing. Check out with staff. <b>System Restored Date :</b> <b>Time :</b> 00:00:00					
<b>Material No.</b>	<b>Description Of Material Used</b>	<b>Billing Status</b>		<b>Qty</b>	
<b>Labor Date</b>	<b>Field Service Representative (Matthew Hanson)</b>	<b>Billing Status</b>		<b>Hours</b>	
04/17/2015	WORK NORM TIME MECH4	BILLABLE		6.00	
<b>Additional Items</b>				<b>Billing Status</b>	
Mileage					
Description					
<b>Pcard Receipt</b>	<b>Item Description</b>	<b>Billing Status</b>			

Work Report

PCard Receipt	Item Description	Billing Status
Date		
Date		

Customer Signature / Date

Employee Signature / Date



04/17/2015 12:46:00  
Michael Greene

04/17/2015 12:47:00  
Matthew Hanson

# SIEMENS

## AUTHORIZATION TO PROCEED

We are responding to a request for service at your facility. It is possible the service you are requesting is considered billable according to the terms of your Advantage Services Agreement (ASA) and / or your system warranty. An account representative may contact you to discuss the services we are providing in order to ensure your satisfaction and clarify any billing that may arise from this service. For your convenience, we are providing a copy of our most recent published service rates. As an ASA customer, you will be entitled to your contracted discount for all labor in the event this service call is billable. All rates are current as of 01/01/2014 & are subject to change with or without notice. Please be advised that Portal to Portal labor charges may apply.

Service	ASA	ASA	ASA	Non-ASA	Non-ASA	Non-ASA
	Customer Standard Time	Customer Over Time	Customer Double Time	Customer Standard Time	Customer Over Time	Customer Double Time
On-Line Support:	1 Hr Min	1 Hr Min	1 Hr Min	2 Hr Min	2 Hr Min	2 Hr Min
Modem or Phone	\$158,00/hr	\$205,00/hr	\$253,00/hr	\$204,00/hr	\$306,00/hr	\$408,00/hr
Automation	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$158,00/hr	\$205,00/hr	\$253,00/hr	\$204,00/hr	\$306,00/hr	\$408,00/hr
Mechanical	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$144,00/hr	\$187,00/hr	\$230,00/hr	\$188,00/hr	\$282,00/hr	\$376,00/hr
Electronic Installer	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$118,00/hr	\$154,00/hr	\$189,00/hr	\$152,00/hr	\$228,00/hr	\$304,00/hr
Electrical Services	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$188,00/hr	\$244,00/hr	\$300,00/hr	\$244,00/hr	\$366,00/hr	\$488,00/hr
Fire	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$150,00/hr	\$195,00/hr	\$240,00/hr	\$196,00/hr	\$294,00/hr	\$392,00/hr
Security	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$143,00/hr	\$186,00/hr	\$229,00/hr	\$186,00/hr	\$279,00/hr	\$372,00/hr
Project Manager / Service Account Engineer	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$214,00/hr	\$214,00/hr	\$214,00/hr	\$278,00/hr	\$278,00/hr	\$278,00/hr
Fee: On Site Trip	\$70,00 / Trip	\$70,00 / Trip	\$70,00 / Trip	\$95,00 / Trip	\$95,00 / Trip	\$95,00 / Trip

Overtime rates in the table apply for calls on Saturdays as well as Monday through Friday 4:00 p.m. - 7:00 am, excluding Holidays. Double time applies for Sundays and Holidays and it may apply on weekdays as well.

(Required by Siemens):

Customer Site Name: Garden Grove City Hall

Customer Site Address: 11222 Acacia Pkwy, Garden Grove, Ca

Siemens Notification #: \_\_\_\_\_ Description of work: Chiller Annual Customer supplies parts

(Required by Customer):

Bill to Company Name & Address: \_\_\_\_\_

Sold to Company Name & Address: \_\_\_\_\_

Accounts Payable Name & Address: \_\_\_\_\_

(Required by Customer):

Customer PO # (Please include faxed or e-mail Copy): \_\_\_\_\_

Authorized Buyer: Mike Greene 4-17-15

By signing this document, you are agreeing to payment in full upon receipt of invoice.

Quick Quote Price Not to Exceed (By Siemens Only): \$ \_\_\_\_\_

Siemens Industry, Inc.  
Building Technologies Division  
10775 Business Center Drive  
Cypress, TX 77063-0225

Tel: (714) 876-1444  
Fax: (714) 761-9274

Siemens Representative: Conita Hernandez

Siemens Industry, Inc. Building Technologies Division will dispatch upon receipt of authorization. (Return Fax # 714-761-0274)

All invoices shall be due and payable by customer upon receipt. Further, seller reserves the right to suspend service to the customer if the customer becomes delinquent in any progress payments. Seller shall be entitled to interest on the lesser of an annual rate of 13% or the maximum interest permitted by applicable law; and also to nullify any other lease and equitable remedies. Seller shall also be entitled to such interest on all amounts retained by customer from progress payments or otherwise. Customer agrees that collection of amounts due and payable hereunder. Prices are subject to correction for error.

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585358

585358

052615 530 3123 42570	122746	5620005178	1,297.00
052615 530 3123 42570	122746	5620007125	9,610.00
052615			
		TOTAL	10,907.00

05/26/15

\*\*\*\*\$10,907.00

*Pay Exactly Ten Thousand Nine Hundred Seven and 00/100 Dollars*

SIEMENS INDUSTRY, INC.  
C/O CITIBANK (BLDG TECH)  
PO BOX 2134  
CAROL STREAM, IL 60132

**DUPLICATE COPY**



# SIEMENS

# Invoice

Cust PO No      Cust PO Date      Quotation No  
 Email Authorization 2600072287      01/13/2015

Sales Order No      Sales Ord Date      Lock Box No  
 3801050158      04/30/2015      3283

Invoice No      Date  
 5620005178      04/30/2015

Customer No      Page 1 of 1  
 30407803

<b>Bill To:</b>	<b>Sold To:</b>	<b>Ship To:</b>
CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840

<b>Remit check payments to:</b>	<b>Remit Incoming Wires To:</b>	<b>Remit Incoming ACH's To:</b>
SIEMENS INDUSTRY, INC. PO Box 3283 CAROL STREAM IL 60132	Citibank New York 111 Wall Street New York, New York 10043 USA ABA# 021000089 Swift: CITIUS33 Account: 30847747	Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631 Account: 30847747 ABA# 021000089
Send Remittance Instructions to: IUSMobiilityarequest.industry@siemens.com		

Delivery#: \_\_\_\_\_ Ship Date: \_\_\_\_\_

INCO Terms: Free on board  
ORIGIN

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
200	HX000025 Chapman & Harbor - Repair CCTV Camera with Crosstown	PC	1		1,297.00

*Mark Howard FABROW  
5/11/2015*

530	3123	42570
FND	PKG	OBJECT
5620005178		122746
INVOICE NO.		PO NO.
69748		129700
VENDOR NO.		AMOUNT
<i>[Signature]</i>		5/11/15
APPROVED		DATE

Total Wt.: 0 KG      Currency: USD      Invoice Total: 1,297.00

Payment Terms: Net Due 30 Days      Net Due By: 05/30/2015

\*If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon.

\*We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof.

# SIEMENS

# Invoice

Cust PO No: 3801049660  
 Cust PO Date: 03/25/2015  
 Quotation No:  
 Sales Order No: 3801049660  
 Sales Ord Date: 04/30/2015  
 Lock Box No: 3283

Invoice No: 5620007125  
 Date: 04/30/2015  
 Customer No: 30407803  
 Page 1 of 1

<b>Bill To:</b> CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	<b>Sold To:</b> CITY OF GARDEN GROVE PO Box 3070 GARDEN GROVE CA 92840	<b>Ship To:</b> CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840
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<b>Remit check payments to:</b> SIEMENS INDUSTRY, INC. PO Box 3283 CAROL STREAM IL 60132	<b>Remit Incoming Wires To:</b> Citibank New York 111 Wall Street New York, New York 10043 USA ABA# 021000089 Swift: CITIUS33 Account: 30847747	<b>Remit Incoming ACH's To:</b> Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631 Account: 30847747 ABA# 021000089
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Send Remittance Instructions to:  
IUSMobilityarequest.industry@siemens.com

**Delivery#:** \_\_\_\_\_ **Ship Date:** \_\_\_\_\_

**INCO Terms:** Free on board  
ORIGIN

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
200	HX102146 ELECTRICIAN (RT)	H	64		5,312.00
300	HX102218 BUCKET TRUCK	H	64		1,792.00
400	HX000025 MATERIALS	PC	1		2,506.00

Lampson & Topaz - Remove & Replace P Cabinet Foundation

*ok Howard R. [Signature]*  
5/11/2015

530	3123	42570
FND	PKG	OBJECT
5620007125		122746
INVOICE NO.		PD NO.
69748		961000
VENDOR NO.		AMOUNT
[Signature]		5/11/15
APPROVED		DATE

Total Wt.: 0 KG      Currency: USD      Invoice Total: 9,610.00

**Payment Terms: Net Due 30 Days**      Net Due By: 05/30/2015

"If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."