

PURCHASE AND SALES AGREEMENT

2-Way Communications Service, Inc.

Town of Milford – Single Site LMR system at Dram Cup

This purchase and sales agreement is entered into as of September 14, 2021, by and between 2-Way Communications Service Inc (the "Seller"), and the Town of Milford (the "Buyer").

The parties agree as follows:

1. **Sale of Goods and Services:** Pursuant to the terms and conditions of this Agreement, the Seller agrees to transfer ownership of certain goods and provide certain services and the Buyer shall pay for and accept from the Seller, the "Goods and Services" listed at such prices as agreed by the Parties in this Agreement.
 - 1.1. **Description of Goods and Services:** The Buyer is purchasing goods and services from the Seller as described in the Statement of Work. (See attached 2-Way SOW)
2. **Purchase Price:** As consideration for the sale of the goods and services, the Buyer shall pay to the Seller the agreed upon price of \$87,489.82 (the "Purchase Price").

Buyer initial here *JS*
3. **Payment Terms:** Unless otherwise stated, payment for the Goods and Services shall be governed as described in the Payment Terms. (See attached 2-Way Payment Terms)
4. **Risk of Loss:** The Seller assumes responsibility for the Goods, and all risk of damage, loss, or delay of the Goods, until the Goods are delivered to or collected by the Buyer. Once the Goods have been delivered to or collected by the Buyer, the Buyer assumes all responsibility for and risk of damage to such Goods.
5. **Refund and Cancellation Policy:** Cancellation of goods at any time is subject to return or restocking fees. Certain goods may be non-cancelable/non-returnable according to the manufacturer or distributor policy. No refunds will be provided for the Goods delivered as described in the agreement. (See Term and Termination in this document)

Buyer initial here *JS*
6. **Warranty Policy:** Goods delivered are warranted by the manufacturer to be free from defects in materials or workmanship in accordance with the manufacturer specified warranty.
7. **Force Majeure:** The Seller and the Buyer shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay is caused by any reason beyond its control, including any act of God. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.
8. **Modification(s):** To change anything in this Agreement, the Buyer and the Seller must agree to the

change in writing and sign a document showing their Agreement.

9. **Signatures:** The Buyer and the Seller must sign this document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to the Seller for valid record. Electronic signatures count as originals for all purposes.
10. **Term and Termination:** If one of the parties chooses to end the Agreement prior to product delivery, the Buyer is responsible for paying for all work and costs incurred up until that date including any non-cancelable/non-returnable goods, return or restocking fees.

The Parties hereto agree to the foregoing as evidenced by their signatures below.

On behalf of Seller, 2-Way Communications Service, Inc.

William R. Bartlett, President

Printed Name/Title

William R. Bartlett

3/28/2022

Signature

Date

On behalf of Buyer, Town of Milford

John Shannon, Town Administrator

Printed Name/Title

John Shannon

03/23/2022

Signature

Date