

Equipment Location:CITY OF REDONDO BEACH -CA 39413 000
ATTN: FINANCIAL SERVICES 415 DIAMOND ST DOOR 1
REDONDO BEACH, CALIFORNIA 90277 2836**Bill to Location:**CITY OF REDONDO BEACH -CA 39413 000
ATTN: FINANCIAL SERVICES 415 DIAMOND ST DOOR 1
REDONDO BEACH, CALIFORNIA 90277 2836**Contact:** ROBERT NORMAN**Phone:** (310) 318-0602

(Required on contract)

Sales Representative: DEBBIE HYMER**Agreement Number:** SC00006033**P.O.#:****Start Date:** 02/02/2021**End Date:** 02/01/2023

Legacy Formax and PSV-DPM Models SILVER									
Machine	Serial #	Labor Hours Covered	Parts Discount	Preventive Maintenance Covered	Response Time	Labor Discount	Shipping	Other Discounts	Total
FD2030	2478	30	100%	5	Standard	10%	2nd Day	Consumables:10% Rubber Rollers:10%	2,700.00 USD
FD2000-30	1909	30	100%	5	Standard	10%	2nd Day	Consumables:10% Rubber Rollers:10%	500.00 USD
								Billing	Annually
								Zone	US Zone 2 (26-50 miles)
								Total Cost	3,200.00 USD

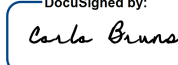
* Labor hours on contract for on-site service calls and travel is included up to covered hours

* Any applicable sales tax will be added at time of invoice

TOTAL AGREEMENT COST 3,200.00 USD

Carla Bruns

William C. Brand, Mayor

Authorized Customer Signature (Please Print)**Authorized Mark Andy Inc. Signature (Please Print)**DocuSigned by:

87BB01522D2743C...

1/27/2021 | 1:23 PM PST

Authorized Customer Signature**Date****Authorized Mark Andy Inc. Signature****Date****ATTEST:**

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

The terms and conditions on the following pages form a part of this agreement. By signature on agreement, Customer confirms reading, understanding, and agreeing to all such terms and conditions. All additional and/or different terms are expressly rejected by Company and are excluded from this agreement. No modification to this agreement shall be binding on Company unless agreed to in writing by a corporate officer of Company.

Equipment condition

It is understood that the equipment covered in this agreement is in good operating condition at the time the contract starts. Good operating condition is defined as currently able to operate and all safety features intact according to product manufacturer's specifications with no unauthorized modifications. If machine is found not to be in good operating condition upon first onsite service event, an estimate will be provided to bring the machine up to good operating condition by Company and any previously agreed upon start date becomes null and void. This work must be performed to Company's satisfaction before contract can take effect. For new contracts or contracts that have lapsed more than 90 days, it is possible that an equipment inspection will need to be performed by an engineering representative from the company prior to actuation of the contract.

Equipments within

Labor hours covered include on-site service visits for emergency and standard calls outside of preventive maintenance visits. Travel is included for the covered hours and preventive maintenance visits in the agreement price quoted. Preventive maintenance is an evaluation only and does not include parts installation.

1. [RESERVED]
2. Company agrees, subject to the terms and conditions hereof, and at no charge beyond that described in Paragraph 3. a below, to perform these services set forth here
3. Customer agrees to:
 - a. Pay Company in accordance with the payment plan indicated by Billing Type of this agreement
 - b. Exert reasonable care in the operation of the equipment and perform the factory recommended customer care and cleaning program described in the operating instructions for the equipment
 - c. Replace all non-included parts, consumable and supply items as recommended by OEM or as often as is necessary to maintain the equipment in good operating condition
 - d. Provide all power requirements and environmental conditions for the equipment as specified in the operating instructions
 - e. Accept sales and service communications from Company via fax and/or email
4.
 - a. All scheduled maintenance inspections and intervening calls will be made during Company's normal working hours Calls requested for other than Company's normal working hours will be charged to Customer at Company's then prevailing rate for after-hour service The availability of and charges for manpower on after-hour service, and for other service not included under this agreement, will be determined solely by Company
 - b. The rate shown on the reverse side is for providing service only at the location shown on the reverse side Should Customer relocate the equipment to a different location, the rate may be decreased or increased accordingly based on zone charges for the balance of the term
 - c. The rate for providing service shown on the reverse side is a pricing structure based on the service cost-savings the Company receives when the Customer uses only Company-approved or Company-certified media on the equipment The Company derives this rate based on the Company's experience of service costs for our equipment when used solely with Company-certified or Company-approved media Notwithstanding anything stated herein to the contrary, should the Customer use media on the equipment that is not Company-certified or Company-approved, the Company in its sole and unfettered discretion may immediately either (i) adjust pricing or (ii) terminate this agreement Subsequent to termination, the Company may provide service to Customer on a time and materials basis
 - d. Company reserves the right to change the rates shown on agreement from time to time, upon not less than 30 days notice to the Customer. Customer has right to cancel within those 30 days due to the price change and no cancellation fees will be applied by Company
5. The overhauling and/or rebuilding of the equipment are not provided under the terms of this agreement No such work will be performed until a written estimate of charges, including parts, transportation, and labor has been submitted to and approved in writing by Customer
6. This agreement does not cover any accessory equipment, including lock box attachments, not itemized on this agreement
7. When applicable, federal, state, and local taxes (except taxes based on Company's net income) will be borne by the Customer
8. Company shall have no obligation hereunder to furnish any labor or parts for purposes of repairing damage to or malfunction or the equipment caused by any of the following: (a) abuse, misuse, neglect, use of parts or supplies which do not meet the manufacturer's specifications, including the use of media not approved or certified by the Company; (b) failure to follow the customer maintenance procedures described in the operating instructions for the equipment; (c) fire, flood, lightning or any other act of God; (d) failure to provide a power supply or an operating environment for the equipment which conforms to the manufacturer's specifications; (e) the repair, servicing, adjustment or modification of the equipment by anyone other than Company's authorized service personnel; (f) catastrophic damage caused by an improperly installed blanket or consumable item; or (g) catastrophic damage caused by a defective blanket
9. If parts are provided under this Agreement, they may be new, serviceable used, or reprogrammable items with equivalent performance based on the discretion of the Company. Mark Andy will use commercially reasonable effort to supply requested parts, but is not liable for sourcing or providing any parts that are obsolete at the time of order. In the unlikely event that Mark Andy cannot supply materially necessary parts to resolve equipment downtime, upon Customer's request, Mark Andy will cancel the Agreement and provide a prorated credit or final contract invoice, as applicable. For agreements that do not cover parts, Mark Andy will use commercially reasonable effort to supply parts for Customer equipment when requested but does not guarantee their availability.
10. If parts are not covered 100% under this Agreement, the applicable federal, state, and local taxes and shipping charges appropriate for the parts used during service will be borne by the customer under a separate invoice
11. CUSTOMER'S SOLE REMEDY FOR ANY BREACH BY COMPANY SHALL BE PERFORMANCE OF MAINTENANCE OR REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART COMPANY'S MAXIMUM LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE PRICE PAID BY CUSTOMER HEREUNDER IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF BUSINESS) SUFFERED OR INCURRED BY CUSTOMER OR ANY OTHER PERSON, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES THE FOREGOING RIGHTS AND REMEDIES OF CUSTOMER ARE IN LIEU OF AND IN EXPRESS LIMITATION OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THE TERMS OF THIS AGREEMENT, INCLUDING SPECIFICALLY THIS PARAGRAPH 11, ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE CUSTOMER AND THE COMPANY COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE AGREED LIMITATION OF LIABILITY.
12. In no event shall Company be responsible for any delay or failure to perform under this agreement where such delay is due to causes beyond Company's reasonable control
13.
 - a. This agreement shall be in effect for an initial term (the "Initial Term") beginning on the "Agreement Start Date" shown on page 1 of this agreement and continuing for the number of months shown as the "Initial Term Months" on page 1 of this agreement, subject to approval by the Company of the mechanical and/or operational condition of the equipment and subsequent delivery to Customer of a copy of this agreement duly executed by Company and Customer It is understood that the equipment covered in this agreement is in good operating condition at the time the contract starts Good operating condition is defined as currently able to operate and all safety features intact according to product manufacturer's specifications with no unauthorized modifications If machine is found not to be in good operating condition upon first onsite service event, an estimate will be provided to bring the machine up to good operating condition by Company and any previously agreed upon start date becomes null and void This work must be performed to Company's satisfaction before contract can take effect
 - b. The Company may at any time either (i) cancel this agreement or (ii) modify the pricing, if the Customer has used media that is not Mark Andy-approved or Mark Andy-certified media on the mechanical and/or operational equipment covered under the terms of this agreement
14. This agreement may be canceled by Company or Customer at any time by ninety (90) days advance notice. Such notice for termination must be provided in writing to the other party, and the contract shall terminate ninety (90) days from the date such notice is received by the other party (the "Termination Date"). If the Termination Date is prior to the end of the Initial Term (or any renewal term), the Customer shall receive a prorated credit for days between the Termination Date and the end of the initial Term (or any renewal term).
15. The Company reserves the right to cancel this Agreement for non-payment of invoices Should non-payment occur, the company will provide written notice to the customer requesting full payment of the past due amounts within thirty (30) business days. If no payment is received within 30 day business days, the Company may, at its discretion, cancel this Agreement.

16. This agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Missouri
17. This agreement sets forth the parties' entire agreement as to Company's maintenance of the equipment and sale of consumables, as further set forth below This Agreement supersedes any previous understandings, negotiations, promises, commitments, or agreements between the parties All additional and/or different terms in any previously existing or subsequent purchase order or related document are expressly rejected by Company and are excluded from this agreement No modification to this agreement shall be binding on Company unless agreed to in writing by a corporate officer of Company
18. Excluded Items for equipment under contract:
Any parts of a consumable nature are not included in the agreement (rubber items, blades, chemicals, "supply" items, etc) unless otherwise stated. Some examples of excluded items are defined below:
Presses (Traditional and DI Presses):
Ink and Water Rollers (Rubber), Form Rollers, Blanket Rollers, Gaskets (Rubber), Belts (Feeder, Timing, V), Bottle packing, Doctor blade, Lamps (all), Bulbs, Blankets, Brushes, Rotary Joints, Hoses (Rubber, Plastic, other), Suckers, Filters (All), Covers, Cleaning Supplies, Chemistry Products, Software Upgrades, Hardware Upgrades CTP (Computer to Plate Devices):
Rollers (All), Gaskets (Rubber), Belts (Feeder, Timing, V), Bottle packing, Lamps (all), Bulbs, Brushes, Hoses (Rubber, Plastic, other), Filters (All), Covers, Cleaning Supplies, Chemistry Products, Software Upgrades, Hardware Upgrades
Finishing Equipment (Post Press):
Blades, Crimper Pliers, Rollers (Rubber), Trimmer Knives/Anvils, Stapler/Stitcher Heads, Separator Pads, Feed Tires, Lamps (all), Bulbs, Drill Bits, Drilling Blocks, Bill/Coin Changers, Dies and Punch Sets, Cutter Wheels, Heat Strips, Sealing Wires, Stitcher/Stapler Heads, Staple, Rubber Vacuum mats, Brushes, Hoses (Rubber, Plastic, other), Suckers, Filters (All), Cleaning Supplies, Chemistry Products, Software Upgrades, Hardware Upgrades

As noted above, this is not a comprehensive list but a representative of types of products excluded under contract unless otherwise noted as attachment to agreement



COVID-19 HEALTH AND SAFETY CONFIRMATION

For the prevention and control of the COVID-19 pandemic, and to help ensure the health and safety of our employees, customers and partners, Mark Andy is committed to taking appropriate measures to minimize risks. Mark Andy in turn expects its customers who interact with Mark Andy employees to take similar measures.

By signing this document, the below-named Customer agrees that it is taking at least the following protective measures:

- Allowing all employees who can reasonably work from home to do so, thereby limiting the number of people in the facility;
- Not allowing those who have knowingly been in close contact with someone who has traveled to any high-risk areas of the world where the virus is actively spreading, identified on the CDC website as a Level 3 Travel Health Notice country, within the past 14 days;
- Keeping employees who have exhibited any signs or symptoms related to COVID-19 (listed below), or any cold or flu-like symptoms out of the facility until they are symptom-free for at least 72 hours (3 full days);
 - Cough
 - Fever
 - Shortness of breath
 - Respiratory illness
- Frequently sanitizing all commonly used/touched surfaces in the facility;
- Ensuring that everyone in the facility maintains the minimum personal/social distance of at least 6 feet (2.5 meters);
- Notifying Mark Andy if there is a reasonable belief that a Mark Andy employee was exposed to COVID-19 while in Customer's facility; and
- Following all CDC and government-recommended guidelines related to COVID-19. For more information from the CDC, visit <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.

Customers also acknowledges and agrees that if it cancels a scheduled service after confirming such service with Mark Andy, then Customer is responsible for all of Mark Andy's actual out-of-pocket costs related to the service cancellation.

ACKNOWLEDGED AND AGREED:

William C. Brand

Date: February 2, 2021

Customer Name: City of Redondo Beach, a

ATTEST:

chartered municipal corporation

Eleanor Manzano, City Clerk