Purchase Order

Vendor Number: 00058183
Chalk's Truck Parts
838 McCarty Dr
Houston, TX 77029

P.O. Date: 10/27/2016

Master Blanket Number
AM02-17-P036746

SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

Payment Terms: Net 30
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed
Delivery Calendar Day(s) A.R.O.: 1

Solicitation (Bid) No.: AM02-17-B000630

Please login to Buy A&M to retrieve attachments associated with the Purchase Order.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>This is NOT an order - this is for information purposes only. Orders will be placed on an as needed basis as per the terms, conditions and discount indicated here-in.</td>
</tr>
<tr>
<td>2</td>
<td>Blanket Order, Discount from List to Provide Entire Catalog of Thomas Bus Parts to Transportation Services located on the campus of Texas A&amp;M University, College Station TX for the period of October 27, 2016 through August 31, 2017. The estimated annual expenditure for equipment and services is $25,000.00. Actual usage may be more or less, than estimated. Quantities are estimates only and do not guarantee purchase. Delivery to be made at times and in quantities requested by Texas A&amp;M, Transportation Services. All items are to be delivered to Transportation Services, Texas A&amp;M University, College Station, Texas. Upon award, orders will be placed that refer to your offer. All invoices must reflect the price(s) quoted minus the indicated discount and the blanket order number issued by Texas A&amp;M, Procurement Services. Any unused quantities as of August 31, 2017 shall be considered cancelled. Discount and labor rates shall remain firm through time frame listed above. Verification of Discounts Rates Offered:</td>
</tr>
</tbody>
</table>
Texas A&M, Accounts Payable must be able to identify the list price and discounted price for each item to verify that the correct discount rate was applied prior to each payment. Bidders are asked to either provide a current price list that includes the list price and discounted rates or provide a written quote that includes the necessary pricing for verification for each order. It shall be the responsibility of the vendor to provide this information and if TAMU Accounts Payable is unable to audit pricing offered, delays in payment processing may occur.

Delivery:

Delivery of in-stock parts shall be considered within two (2) hours of order. “On Order” items shall be delivered within a “reasonable” time agreed upon by both parties when the order is placed. Texas A&M reserves the right to order elsewhere if items are not available for shipment.

Most of the items will be purchased for stock replenishment, therefore, any part that is found to be defective upon installation shall be replaced at "no charge" to Texas A&M - Transportation Services.

Returns:

Texas A&M reserves the right to return a stock item within twenty-four (24) hours if they may have requested the wrong item. Full credit shall be given to Texas A&M if the item returned is indeed a stock item.

Texas A&M shall be responsible for returning merchandise in the original packaging. Should it become necessary for Texas A&M to return a non-stock item, due to Texas A&M's error the restocking fee shall be:

$0.00

Reimbursement of the item(s) that are returned because they are found to be faulty will be the vendor's responsibility with manufacturer/supplier. Texas A&M shall receive a full credit for all such items.

Item # 3

Vendor Contact:

Vendor shall indicate contact person and contact information of the individual who will service the account and where orders are to be placed:

Contact: Richard Davis
Telephone Number: 713-672-6344
Fax Number: 713-672-2665
Email: rdavis@chalks.com

Renewal:

Texas A&M University reserves the right to renew the awarded agreement for an additional four (4) years, one (1) year at a time, if mutually agreed upon by both parties with all terms, conditions and discounts remaining firm.

Cancellation:

Upon award, this agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.

Texas A&M reserves the right to cancellation within thirty (30) days written notice.

Unacceptable performance by the vendor may be cause for immediate cancellation if deemed necessary by TAMU Procurement Services.

Payment Terms and Invoicing:

Payments shall be Net 30 days after receipt and acceptance of each order.

Vendor shall be responsible for clearly identifying all items on all invoices by using descriptive words and part numbers. All invoices must indicate the list price and discounted price to ensure that the proper discount rate has been applied correctly.
Entire Catalog of Thomas Bus Parts shall be offered to Texas A&M Transportation Services at 50% discount from list.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Freight</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>$0.00</td>
<td>LOT</td>
<td>50.00 %</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

TAX: $0.00
FREIGHT: $0.00
TOTAL: $0.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
The State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED
By: Patty Winkler
Email: p-winkler@tamu.edu
Phone#: (979) 845-4556
BUYER

p-winkler@tamu.edu