

Romaine Companies

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September 22, 2021

Lexington –Fayette Division of Community Correction
Attn: Major Strange / Major Spencer
600 Old Frankfort Circle
Lexington, KY 40510

RE: Extended Warranty

The warranty on the Adani ConPass DV s/n 229 is extended for 4 years to expire 9/30/2025. (Expiration of warranty will coincide with signatures). Attached is a copy of the details of the extended warranty.

Extended warranty is to include parts (standard exclusions apply), labor, travel, software updates and annual radiation inspection. Listed below is detailed cost.

The service contract for the Adani ConPass DV s/n/ 229 is also listed as option 3. If selected, the service contract would expire 9/30/2025. (Expiration of contract will coincide with signatures). The service contract includes annual radiation inspection and software updates.

(x) Selection	Warranty Option Term	Pricing
OPTION 1		
()	4 year extended warranty to be paid in full	\$58,000.00
OPTION 2		
()	4 year extended warranty to be paid annually year 1	\$14,50.000
()	“ extended warranty year 2	\$15,587.50
()	“ extended warranty year 3	\$16,756.56
()	“ extended warranty year 4	\$18,013.30
OPTION 3		
()	4 year service contract to be paid in full	\$10,000.00

The parties through their duty as authorized representatives have executed this agreement.

ROMAINE COMPANIES, INC.

LEXINGTON-FAYETTE DOCC

_____/date
Dell Romaine, President

_____(title)_____/date
Authorized Signature

(Copy will be returned upon execution)

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EXTENDED WARRANTY TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

1.1. ROMAINE COMPANIES shall handle warranty related claims regarding equipment manufactured by ADANI.

1.2. The products have been manufactured to the highest quality standards and are warranted to the original purchaser only. This warranty is not transferable.

1.3. The products are covered by an extended warranty subsequently after the standard warranty months has expired from the date of delivery by ADANI. The products are guaranteed to be free from defects in workmanship and parts during the warranty period. The defects that occur within the warranty period under normal use and care will be repaired or the defective parts or products will be replaced at ROMAINE COMPANIES' sole discretion.

1.4. ROMAINE COMPANIES reserves the right to replace the product or relevant part with the same or equivalent product or part rather than repair it. Where a replacement is provided the product or part replaced becomes the property of ROMAINE COMPANIES. ROMAINE COMPANIES may replace parts with refurbished parts. Replacement of a product or a part does not extend or restart the warranty period.

2. SERVICE OR REPLACEMENT PROCEDURE AND COST SHARING

2.1. The defective product or part shall be sent back to ROMAINE COMPANIES or a third party indicated by ROMAINE COMPANIES at ROMAINE COMPANIES' sole choice and instruction.

2.2. The sender shall ensure that the product is properly packaged to ensure that no damage occurs to the product during transit. An explanation of the problem shall be included. The contract number and the product's serial number shall be expressly stated when making a claim under this warranty.

2.3. ROMAINE COMPANIES shall provide the replacement parts or products or repair the defective parts or products free of charge.

2.4. ROMAINE COMPANIES will provide standard shipping and insurance of the replacement and defective parts or products to and from ROMAINE COMPANIES or a third party as indicated by ROMAINE COMPANIES. Express shipping may be provided at extra cost.

2.5. ROMAINE COMPANIES will provide warranty related labor costs as well as the travel related costs if repairs are deemed the result of equipment failure or defects in workmanship. All other repairs will be billable. Cost estimates for non-warranty repairs will be provided in advance.

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3. EXCLUSIONS AND EXCEPTIONS

3.1. If no identical product is available for replacement, ROMAINE COMPANIES reserves the right to replace the product with a device of equal capacity, or offer the customer the choice of a product upgrade which may incur an extra cost.

3.2. This warranty is limited to defects in workmanship or parts. All defective products or parts will be repaired or replaced. This warranty does not extend to accessories, manuals, packaging, batteries or any other consumable item.

3.3. The warranty will not apply if the factory-applied serial number has been altered or removed from the product.

3.4. This warranty does not cover damage, malfunction or failure which resulted from alterations, accident, misuse, abuse, fire, liquid spillage, maladjustment of customer controls, use of an incorrect voltage, power surges and dips, thunderstorm activity, acts of God, voltage supply problems, tampering or unauthorized repairs by any person, use of defective or incompatible accessories, exposure to abnormally corrosive conditions or entry by any insect, vermin or foreign object in the Product.

3.5. This warranty does not cover damage arising during relocation. Relocation costs are not included in standard warranty.

3.6. ROMAINE COMPANIES will not be liable for any loss, damage or alterations to (1) third party equipment, furniture, hardware or software; or (2) programs, data or information stored on any media or any part of the product, no matter how occurring; or for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage.

3.7. This warranty does not cover normal wear and tear of the product or parts.

3.8. ROMAINE COMPANIES excludes all other warranties, conditions, terms, representations and undertakings whether express or implied

3.9. The terms and conditions related to the validity period and cost sharing arrangements set forward in part. 1.3., 2.4., and 2.5 of this document, can be superseded by related terms and conditions of sales contracts.