

## **EQUIPMENT SALES ADDENDUM TO BILL OF SALE**

All Buyers of this product acknowledge that they have read, fully understand, and agree to be bound by these terms. The Buyer has initialized each subsection, indicating that they have read, fully understand, and agree to its contents.

### **1. Guaranty Waiver.**

Notwithstanding any language in the bill of sale and the rest of this addendum, all assets are offered for sale **“AS IS, WITH ALL FAULTS.”** The City of La Crosse makes no warranty, guarantee, or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The entire risk as to the quality and performance of the item is with the Buyer, and if any item is found to be defective after purchase, the Buyer assumes full responsibility for any costs associated with repair or replacement.

The City of La Crosse neither assumes nor authorizes any person to assume for the City of La Crosse any other liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The Buyer is not entitled to any payment for loss of profit or any other money damages—special, direct, indirect, or consequential. By purchasing an item, the Buyer fully assumes the risk of nonperformance. Once the property is removed, all sales are final.

### **2. Merger.**

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of the Agreement. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

### **3. Description of Property.**

The Property consists of FM3610\_88 Motorola Radios. The description is provided solely for the Buyer’s reference and shall not be used as a basis for liability against the City of La Crosse. The City of La Crosse believes the following about this property but does not warrant nor represent:

- Based on an industry change in standards, the FM Intrinsically Safe standard for two-way radios was canceled and replaced by the current UL rating standards.
- As of December 18, 2020, Motorola stopped accepting orders for replacement batteries for FM3610\_88 radios. The FM3610\_88 standard expired in 2012, after which MSI began phasing out production of FM3610\_88 radios and associated accessories, such as replacement batteries. Motorola is no longer able to build and sell FM batteries beyond the eight-year anniversary of the FM3610\_88 expiration.
- The Motorola Authorized Depot is no longer able to repair FM3610\_88 radios while keeping the FM HazLoc rating. For those customers who have damaged APX/XTS FM-certified devices needing repair, one of the following two choices will need to take place:
  1. The damaged FM radio is sent into the Motorola Authorized Depot for repair and will be returned without repair.
  2. The damaged FM radio is sent into the Motorola Authorized Depot for repair and will lose its FM certification. The FM labels will be removed from the device before returning to the customer. The radio will be functional but without certification. (The radios cannot be made into UL radios.)

Although the current radio equipment may still be technically certified as FM Intrinsically Safe, any modifications—including the use of non-FM certified batteries, accessories, or repairs conducted by the Motorola Authorized Depot—will void the FM certification for hazardous environment operation.

**IN WITNESS WHEREOF**, the parties have signed this agreement.

PURCHASER's  
Authorized Representative

CITY OF LA CROSSE  
Authorized Representative

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_