

TEXINO SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into as of _____, 2021 ("Effective Date") by and between Boondock, Inc., a Delaware corporation, with offices located at 3021 Rowena Avenue, Los Angeles, CA 90039 ("Texino"), and the County of Humboldt, a political subdivision of the State of California, with an address at 825 Fifth Street, Eureka, CA 95501 ("Customer").

WHEREAS, Texino will purchase two (2) vehicles from a vehicle manufacturer or dealer (the "Vehicles"), which is more fully described on the attached Exhibit A;

WHEREAS, Customer desires for Texino to perform certain services to build, outfit, convert, or otherwise modify certain elements of the Vehicles (the "Services"), which Services are or will be more specifically described on the invoice attached hereto on Exhibit B (the "Invoice"); and

WHEREAS, Texino desires to perform the Services for the price listed on Exhibit B (the "Build Price").

NOW THEREFORE, for the consideration set forth herein, the receipt and sufficiency of which both parties acknowledge, the parties hereby enter into this Agreement pursuant to the following terms and conditions:

1. **The Vehicles.** Texino will purchase two (2) new 2021 Mercedes Sprinter vans which is more fully described on the attached Exhibit A.
2. **Deposit.** In order to reserve a position in the Build Schedule (as defined below), Customer agrees to pay a deposit of three thousand dollars (\$3,000) (the "Deposit"), which is due and payable upon the execution of this Agreement.
3. **Build Price.** Customer understands that the Build Price is or will be an estimate based on the Services listed on the Invoice. If an Invoice has not been prepared because Customer and Texino have not yet agreed on the scope of the Services, then the Invoice will be signed and attached hereto as Exhibit B when the Invoice has been prepared. If Customer requests that Texino perform any additional services or items of work not listed on the Invoice, Customer understands that those requests or changes may result in a change to the Build Price.
 - a. **Revised Invoices.** If Customer requests any changes to the Invoice, Texino will prepare a revised Invoice and submit it to Customer for Customer's signature and approval ("Revised Invoice"). If the Build Price increases as a result of a Revised Invoice, then Customer will be responsible for paying to Texino the additional amount due within seven (7) days of the execution of the Revised Invoice. If the Build Price decreases as a result of Customer's removal of certain Services, then the Build Price will be reduced. If the Build Price is reduced after Texino has already been paid the full amount due for the Build Price, Texino will provide a refund to Customer within seven (7) days for the amount previously paid that is in excess of the revised Build Price. If the Build Price is reduced after Customer has executed financing paperwork and before Texino receives the payment from the Lender (as defined below), Texino will remit the refund to Customer within seven (7) days of clearance of funds from the Lender (as defined below).
4. **Estimated Build Date.** If the Invoice has been prepared, Texino estimates that the Services will be completed as of (the "Estimated Build Date"). If the Invoice has not yet been prepared, the Estimated Build Date will be filled in and initialed by Customer following the preparation of the Invoice. Customer understands that Texino has a set schedule of builds, conversions, or modifications for various vehicles other than the Vehicles ("Build Schedule"), and that any change to the Invoice or the Services or late payment may result in a change to the Estimated Build Date. Customer further understands that the Estimated Build Date is only an estimated completion date and that any number of factors may result in a delay or change to the Estimated Build Date, including but not limited to a Revised Invoice or a delayed payment of any portion of the Build Price. A change in the Estimated Build Date by Texino resulting from a Revised Invoice will not be grounds for a refund of any Deposit paid or the Build Price paid to Texino by the Lender. The Customer understands and accepts that Texino's performance of the Services will require Texino to have possession of the Vehicles through the Estimated Build Date, and that during that time, Customer will not have access to the Vehicles.
5. **Payment Schedule for Customers Not Securing Financing.**
 - a. **Initial Payment.** In the event that Customer is not securing financing to pay for the Services, Customer shall submit to Texino a payment equal to fifty percent (50%) of the Build Price minus the amount of the Deposit ("Initial Payment") within three (3) business days of the Effective Date. If the Effective Date of this Agreement is less than sixty (60) calendar days prior to the Estimated Build Date, then Customer shall be required to pay the full Build Price (minus any Deposit previously paid) within three (3) business days of the Effective Date. Texino will not purchase the Vehicles until the Initial Payment has been received and funds have successfully cleared.
 - b. **Final Payment.** If the Estimated Build Date is greater than sixty (60) days after the Effective Date, the remaining unpaid portion of the Build Price shall be due and payable in full no later than thirty (30) days before the Estimated Build Date ("Final Payment").
6. **Vehicles Delivery.** If the Vehicles cannot be delivered to Texino solely due to a vehicle manufacturer's inventory issue, Texino will adjust the Estimated Build Date accordingly and notify Customer.
7. **Refunds.** Any monetary amounts paid to Texino by Customer are not refundable unless explicitly set forth in this Agreement
8. **Changes in Products and Product Cost.** Texino is continuously improving its products and uses suppliers from around the world to source the highest quality components for its conversions. Texino is subject to currency variations and the possibility that international trade tariffs may substantially impact prices of both imported components as well as the locally supplied components. Texino will attempt to mitigate the effect of these conditions, but these conditions may result in an increase in the Build Price. If the Build Price increases by more than five percent (5%) due to the aforementioned reasons, Texino will send a Revised Invoice with a new Build Price for the Customer's consideration prior to any Initial Payment. If the amount of the Build Price increases by more than five percent (5%), the Customer may request a Revised Invoice or forfeit their position in the Build Schedule and request a refund of the Build Price (not including the Deposit) if that amount has been previously paid to Texino by the Lender. Texino explicitly reserves the right to replace component parts or products listed in the Invoice if Texino deems, in its sole discretion, that those replacement products or component parts are of similar quality to those listed in the Invoice.
9. **Limited Warranty.** Texino provides a limited warranty for the Services against defects in workmanship for one (1) year from the date that Texino completes the Services and returns the Vehicles to Customer's possession. Texino's sole obligation under such limited


warranty is to repair, or at its option, replace or repair any defective aspects of the Services, which such repairs or replacements must take place at Texino’s location. Customer shall have no other remedy under such limited warranty. All special, incidental, and consequential damages are expressly excluded.

- 10. **CUSTOMER’S ACKNOWLEDGEMENT.** THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT TEXINO IS NOT A VEHICLE MANUFACTURER OR DEALER, IS NOT THE “SELLER” OF THE VEHICLES, AND THAT TEXINO HAS NO RESPONSIBILITY OR LIABILITY REGARDING ANY ELEMENTS OF THE VEHICLES THAT ORIGINATED WITH THE VEHICLE MANUFACTURER, INCLUDING BUT NOT LIMITED TO MECHANICAL SYSTEMS. THE CUSTOMER FURTHER UNDERSTANDS THAT THE SERVICES MAY REQUIRE EXTENSIVE MODIFICATIONS OF THE VEHICLES THAT MAY FUNDAMENTALLY AND PERMANENTLY ALTER THE VEHICLES FROM ITS ORIGINAL OR CURRENT CONDITION. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE THE SIGNIFICANT DANGERS INHERENT IN DRIVING A VEHICLE AND EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY OR DEATH, WHETHER FORESEEABLE OR NOT, AND WHETHER CAUSED BY NEGLIGENCE OR NOT, SUSTAINED IN CONNECTION WITH USE OF THE VEHICLES.
- 11. **Customer Indemnity.** Customer hereby voluntarily releases, discharges, waives and forever relinquishes any and all claims or causes of action for personal injury, property damage, wrongful death, damage, cost, or other expense which may arise out of or in connection with this Agreement and the Vehicles. Customer, on behalf of itself, its successors, assigns, heirs, family members and affiliates, hereby indemnifies, defends and forever will hold Texino harmless for any loss, damage, injury, cost or other expense it incurs in connection with this Agreement, the Vehicles, or the willful, intentional or negligent act of the Customer, its successors, assigns, heirs, family members or affiliates.
- 12. **Entire Agreement.** The parties hereto agree and acknowledge that this Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Except as otherwise set forth herein, this Agreement and any Exhibit to this Agreement may only be amended by a written instrument signed by Texino and Customer.
- 13. **Severability.** If any clause or provision of this Agreement shall be held invalid or void for any reason, such invalid or void clause or

provision shall not affect the whole of this Agreement and the balance of the provisions of this Agreement shall remain in full force and effect.

- 14. **Authority.** Customer represents and warrants to Texino that Customer has the full authority to enter into this Agreement, and that there is no other party with an interest in the Vehicles whose joinder in this Agreement is necessary.
- 15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles or policies of conflicts of laws of such state. Any dispute, claim or controversy arising out of or relating to this Agreement shall be subject to the jurisdiction of the state and federal courts located in Los Angeles County, California.
- 16. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.
- 17. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Customer. Customer covenants and agrees for itself and for its successors and assigns that the conveyance of any interest in the Vehicles to any other person or entity shall constitute an assumption by such successors, assigns or transferees of all of the duties and obligations arising under this Agreement and upon any such conveyance predecessor- in-interest of such assuming party shall be deemed to be relieved from any and all obligations or responsibilities arising under this Agreement.
- 18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A facsimile, pdf, or other electronic signature of any party shall be considered to have the same binding legal effect as an original signature and shall be immediately binding upon such party.
- 19. **Miscellaneous.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s reasonable control, including, without limitation, the following: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; provided however none of the foregoing events will be deemed to relieve Customer from timely paying the Deposit, the Initial Payment, or other amounts owing hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument, effective as of the date and year first written above.

DocuSigned by:

 F9A023F16D934CE...

Name: Dan Lau
 Title: Chief Revenue Officer
 Date:

CUSTOMER

Name: Jeff Glavich
 Title: Purchasing Agent
 Date:

EXHIBIT A
VEHICLE DESCRIPTION

Vehicle Manufacturer:

Make:

Model:

Year:

State of Registration:

License Plate Number:

Vehicle Identification Number (VIN):

List All After-Market Modifications (if any): Amount of Previous Use:

Previous Accidents (if any):

Other Features:

Customer Initials: _____

Texino Initials: _____

EXHIBIT B
THE SERVICES

The attached invoice lists all elements of and items included in the Services that have been requested by Customer.

Additional description (if any):

[INVOICE ATTACHED]