



Furnishings - Linens - Supplies
Interior Design
For The Hospitality Industry

Sales Order
Valiant Products Corporation
11039 E. Lansing Circle
Englewood, Colorado 80112
303-892-1234 800-347-2727
800-658-8801 FAX
www.valiantproducts.com

Order No. 216601
Date 07/02/2025
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SO NUMBER MUST APPEAR ON ALL CORRESPONDENCE

Sold To: NEW			Ship To		
AURORA-IL FIRE DEPT. 75 N. BROADWAY AURORA, IL 60505			AURORA-IL FIRE DEPT. 2339 DIEHL RD AURORA, IL 60502		
Order Date	Req. Ship Date	Customer Order No.	Rep.	F.O.B.	Terms
07/02/2025	ASAP	PO# TBD	L02	FREE	NET 30 DAYS (pending credit approval)
Special Instructions					
S/M (PO#) Contact Abe Sprinkle @ 331-452-5176 48hrs prior to delivery for instructions.					
Item No.	Quantity	Unit	Description	Unit Price	Ext. Price
	19.000	EA	Sleep Number c2 360 Smart Bed Twin XL 38x80x8	738.75	14,036.25
	19.000	EA	Sleep Number Integrated Base & Frame Twin XL	327.80	6,228.20
	19.000	EA	Sleep Number Fitted Total Protection Mattress Pad	103.50	1,966.50
	19.000	EA	Sleep Number New Smart Remote	40.45	768.55
	19.000	EA	Sleep Number Delivery & Set up of new Smart Beds w/Removal & Disposal of old mattresses.	106.75	2,028.25

Sub Total For Order # 216601 : 25,027.75

Applicable freight charges and sales tax will be added to Purchaser's invoice. Any freight charges estimated prior to shipment are based on estimated weights and "best way" shipping with no special requirements unless otherwise specifically noted. Freight charges are volatile and subject to change at any time. Invoiced freight charges may vary from the estimate.

Applicable tariffs, taxes and other Government-imposed fees (if any) will be added to Purchaser's invoice. Unexpected manufacturing surcharges on products manufactured overseas (if any) will be added to Purchaser's invoice. See attached Additional Terms and Conditions of Sale.

Approval of this Sales Order (by signature below or by electronic means) indicates Purchaser has read and accepted all Additional Terms and Conditions of Sale attached, which are made a part of this Sales Order. This Sales Order supersedes all prior communications between Purchaser and Valiant, including Purchaser's purchase order, if any.

APPROVED AND
AGREED BY PURCHASER _____ TITLE _____ DATE _____
REPORT ID: SOINPUT.RPT
Date Printed: 07/02/2025

ADDITIONAL TERMS AND CONDITIONS OF SALE rev 08/24/21

1. **Orders Subject to Acceptance.** The orders made by the purchaser ("Purchaser") to which these terms and conditions are attached shall remain in effect, and are not revocable, for ten days and are subject to acceptance by Valiant Products Corporation ("Valiant"). Acceptance may depend on product availability, Purchaser's credit as determined by Valiant in its sole discretion and other factors. Upon acceptance, the orders shall be an agreement between Valiant and Purchaser (the "Agreement"). In addition to any remedies under the UCC, Valiant may terminate this Agreement if Purchaser repudiates this Agreement or if Valiant in good faith determines that Purchaser's performance may be impaired unless Purchaser provides assurance, collateral or security satisfactory to Valiant in its sole discretion.
2. **Limited Warranty, Disclaimer and Damages.** Case goods, furniture and draperies that are manufactured by Valiant carry a one year limited warranty against defects in materials and workmanship. Installation performed by Valiant is warranted to be free from errors (other than insubstantial errors) for one year. Valiant makes no other warranties, express or implied. Products manufactured by others may carry a limited warranty from the manufacturer. Valiant does not augment or supplement the manufacturer's warranty, if any, or make a separate warranty concerning products manufactured by others. In the event of a claim under the warranty of another manufacturer, Valiant at its sole option, may assist Purchaser by submitting a claim on behalf of Purchaser. Purchaser agrees that Valiant shall have no responsibility for other manufacturers' warranties or lack thereof.
VALIANT MAKES NO IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF VALIANT UNDER ITS LIMITED WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE WARRANTED PRODUCTS OR TO MAKING AN APPROPRIATE PURCHASE PRICE ADJUSTMENT, AT THE SOLE DISCRETION OF VALIANT. IN ADDITION, VALIANT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF REVENUE, REGARDLESS OF WHETHER OR NOT THEY WERE ANTICIPATED, AND WHETHER ARISING FROM BREACH OF ANY WARRANTY, NEGLIGENCE OR FOR ANY OTHER REASON.
3. **Variations.** VALIANT SHALL NOT BE RESPONSIBLE FOR COLOR OR PATTERN VARIATIONS DUE TO DYE LOT DISCREPANCIES FROM THE MANUFACTURER. THERE IS NO GUARANTEE OF COLOR DYE LOT MATCH OR PATTERN AVAILABILITY ON REORDERS.
4. **Special Orders.** Window coverings, floor and wall coverings, fabric yardage, furnishings, furniture and related items are subject to the following: (1) There shall be no replacements, credits or adjustments for goods with visible defects once the goods have been cut, used or installed. (2) Valiant shall not be responsible for verifying quantities ordered by Purchaser. (3) Custom manufactured goods are subject to up to a 10% overrun. Purchaser agrees to pay for any such overrun.
5. **Compliance, Etc.** Unless otherwise specified, furniture and furnishings are NOT specially manufactured to be fire retardant. IT IS THE PURCHASER'S RESPONSIBILITY TO DETERMINE WHEN FIRE RETARDANT PRODUCTS ARE REQUIRED UNDER LOCAL LAW. Valiant may have fire retardant furniture and furnishings available for sale, although prices may vary. Purchaser and not Valiant shall be responsible for assuring that all goods and services purchased from Valiant are in full compliance with applicable building and fire codes, statutes and ordinances, the Americans With Disabilities Act and all other applicable laws and the requirements of any franchisor or franchise agreement to which Purchaser is subject ("Applicable Laws and Requirements"). Purchaser shall indemnify and hold Valiant harmless against any loss or damage, including legal and attorney fees (whether or not legal action is commenced), as a result of Purchaser's failure to comply with Applicable Laws and Requirements. If Valiant does not collect sales tax at Purchaser's location, Purchaser agrees to timely file a properly completed use tax return if applicable and pay the tax due. Purchaser shall also indemnify and hold Valiant harmless against all costs and liability, including legal, attorney and accounting fees, for all state and local sales and use tax applicable to Purchaser's purchases from Valiant to the extent such taxes are not collected by Valiant from Purchaser.
6. **Governmental Impositions/Manufacturing Surcharges.** Government-imposed fees outside of the control of Valiant and applicable to the products ordered under this Agreement, including but not limited to tariffs, taxes, sales taxes, trade fees, CARE program fees, MRC fees, recycling/environmental fees or other governmental impositions, whether or not itemized in this Agreement, may be invoiced by Valiant in addition to the price of the products. Manufacturing surcharges outside of the control of Valiant may apply to products manufactured overseas due to container shortages or raw materials shortages, and may be added to Purchaser's invoice. Purchaser agrees to pay the applicable fees and/or surcharges invoiced by Valiant in accordance with the terms of this Agreement.
7. **Cancellation And Return Policy.** (1) Purchaser may not cancel or change this Agreement without the written approval of Valiant which may be withheld in Valiant's sole discretion. Valiant may condition its consent on payment by Purchaser of all costs incurred by Valiant in connection with the cancellation or change. (2) If the Agreement includes custom (made-to-order) or special order goods of any kind, it cannot be cancelled.
8. **Binding Arbitration.** Any dispute or claim by Purchaser arising out of, or in relation to, this Agreement (except claims asserted by Valiant for payment for goods delivered or services performed) shall be fully and finally resolved by binding arbitration conducted in accordance with the then-most current commercial rules of the American Arbitration Association before a retired Colorado District Court judge or a retired federal judge of the United States District Court for the District of Colorado and conducted in Denver, Colorado. The prevailing party in such arbitration shall be awarded the full cost of its reasonable legal and attorney fees and cost of the arbitration. Nothing in this paragraph shall require Valiant to arbitrate any claim for payment for goods delivered or services performed. If counterclaims or claims of set off are asserted as a defense, those claims shall be arbitrated pursuant to the terms of this paragraph after the completion of the litigation commenced by Valiant. Any questions of fact resolved by litigation commenced by Valiant will be conclusive upon the same factual issues in any subsequent arbitration.
9. **Collection, Carrying Charges and Security Agreement.** If payment is not made when due, Purchaser agrees to pay interest on the unpaid balance of Purchaser's account at the rate of 1.5% per month from the date of the invoice until paid. If Valiant retains legal counsel, whether or not it commences litigation or employs an agent to collect any sums owed by Purchaser to Valiant, Purchaser agrees that Valiant shall be entitled to recover its costs of collection, including fees payable to the collection agency and reasonable legal and attorney fees. Purchaser grants Valiant a purchase money security interest in all goods sold pursuant to this Agreement and in all other goods sold by Valiant to Purchaser (other than pursuant to this Agreement) to secure payment of the purchase price, interest, sales tax, freight and other obligations of Purchaser to Valiant arising under this Agreement or pursuant to any other transactions between Valiant and Purchaser (the "Obligations"). Purchaser authorizes Valiant to perfect such security interests and to amend, terminate and continue perfection thereof and grants to Valiant a limited power of attorney to execute, deliver and file all documents necessary to accomplish all such tasks. If any of the Obligations are not paid when due, Valiant shall have all the rights and remedies of a secured party under the Uniform Commercial Code.
10. **Receiving Shipments and Freight Claims.** Purchaser is solely responsible for unloading the purchased goods from the carrier (which may require that Purchaser provide equipment such as a forklift) and relocating or installing the purchased goods unless Valiant has otherwise specifically agreed in writing. Valiant shall not be liable for any freight claims made by Purchaser, but Valiant may assist Purchaser by filing freight claims with the freight carrier on behalf of Purchaser, but only if (i) all shortages and visible damage are noted on the delivery receipt signed by Purchaser while driver is present, (ii) those shortages and damages are reported to Valiant immediately, and (iii) concealed damage is reported to Valiant within two business days after delivery, and in the event of damage, all cartons and packing materials are kept on site for inspection by the carrier. Concealed damage claims may be limited.
11. **Risk of Loss.** Notwithstanding F.O.B. terms, Purchaser bears all risk of shipping and delivery loss. Purchaser also bears the risk of loss to the purchased goods, whether or not title has passed to Purchaser, from the earlier of the date Purchaser is invoiced for the goods or delivery of possession (including delivery to the carrier).
12. **Force Majeure.** Notwithstanding anything herein to the contrary, Valiant shall not be in default under this Agreement or any amendment or supplement thereto nor shall it have any liability to Purchaser for any failure to perform or delay in performance if such failure or delay arises out of causes beyond the control of Valiant including, without limitation, acts of God or a public enemy, fire, riots, inability or delay in obtaining goods or materials from its suppliers, transportation delays, weather and natural disasters, delays caused by governmental agencies, labor disputes, epidemics, terrorist attacks or acts of war.
13. **Misc.** This Agreement constitutes the entire agreement between the parties concerning the goods and services ordered, supersedes all prior correspondence and purchase orders and shall be construed and enforced in accordance with the laws of Colorado. Colorado courts of general jurisdiction shall have jurisdiction over any lawsuit commenced by Valiant to collect monies due for goods delivered and services performed. Venue shall be proper in any court of general jurisdiction in Colorado which Valiant chooses. This Agreement is not assignable by Purchaser without the written consent of Valiant. This Agreement may be amended only by a written document authenticated by the party against whom enforcement of such modification is sought. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other.

Your Business Is Appreciated!

Signature Line

Date