ASCC, Inc. QUOTATION 3707-51B-S3-K



Site:		Bill To:
Contact:	Frank Galeazzo	Contact:
Company:	Warren County School District Portable Sound Syst	ste Company:
Address:		Address:
	Warren, PA	
Phone:		Phone:
Fax:		Fax:

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Qty	Unit	Description	Manuf.	Manuf. Part#	Unit Amt	Extended Amt
		System Configuration to Include:				
2	pcs	2-Way (2) 5 1/4" Woofer, 1" horn Loudspeaker	TurboSound	TQ-230	\$746.20	\$1,492.40
2	pcs	Adjustable Speaker Pole	Ultimate Support	TS-80B	\$74.10	\$148.20
1	pcs	16 Channel Rack mount mixing console	Allen n Heath	WZ3 16:2	\$1,114.10	\$1,114.10
1	pcs	Dual Channel, 31-Band Graphic Equalizer	Rane	DEQ 60	\$829.40	\$829.40
1	pcs	260 Watt @ 8 ohm Stereo power amplifier	QSC	RMX 1450	\$393.48	\$393.48
1	pcs	18 Space Bottom, 10 Space top portable equipment rack	Grundorf	TLR-18DRM	\$337.87	\$337.87
2	pcs	Modification option for rear rack rails for portable rack	Grundorf	OPT-RRR/18SP	\$23.40	\$46.80
1	pcs	Medium Castor plate for portable rack	Grundorf	TLR-D-MC	\$64.94	\$64.94
1	pcs	Rack mount power supply with pull out lights	Furman	PL-Plus	\$201.50	\$201.50
2	pcs	Rack mount power supply	Middle Atlantic	PD-915R	\$76.18	\$152.36
1	pcs	Single space blank panel	Middle Atlantic	PBL-1	\$6.34	\$6.34
15	pcs	UHF Handheld Wireless Microphone System	Sennheiser	ew335G2	\$790.40	\$11,856.00
1	pcs	UHF Wireless Rack mount antenna splitter	Sennheiser	EWANT8FG2	\$1,475.58	\$1,475.58
21	pcs	3' XLR Connector Microphone Cable	Rapco	NJ-3	\$8.20	\$172.20
2	pcs	50' Speakon Connector Speaker Cable	Rapco	4SP-50	\$62.30	\$124.60
1	pcs	Custom rack mount rear panel	Rapco	Custom	\$195.00	\$195.00
16	pcs	Desk top microphone stands	Atlas	DS-7E	\$13.29	\$212.64

Ship To:

Smart Contract Pricing

Phone _____ Fax_

AUTHORIZED SIGNATURE:

Printed Name:

Labor & Misc: Tax if applicable:

Material:

Total Quote: \$19,955.60

\$18,823.41

\$1,132.19

Quote includes all shipping and handling

Terms Net 30

Quote Valid for 30 Days

Sales Representative : <u>S3</u>

Job Number : _____

Purchase Order Number:

(without bond)

Date Issued : 12/06/06



TERMS AND CONDITIONS : 3707-51B-S3-K

I. AGREEMENT: These terms and conditions ("Terms and Conditions"), together with any information or documents incorporated herein by reference by seller, contain the entire and exclusive agreement ("Agreement") between ASCC, Inc. ("ASCC") and ASCC's customer ("Customer"). Notwithstanding anything in the foregoing to the contrary, if Customer has heretofore made ASCC an offer with respect to any goods, software and/or services to be provided hereunder ("Items"), this Agreement shall not operate as an acceptance of the Customer's offer, but shall be deemed a counteroffer. ASCC expressly limits and makes expressly conditional any acceptance by it or Customer of an offer to these Terms and Conditions. Any additional or contrary terms proposed by the Customer to these Terms and Conditions are hereby objected to unless ASCC otherwise expressly agrees in writing.

LAW, NO ASSIGNMENT AND SURVIVAL: This agreement shall be governed by and interpreted in accordance with the substantive (and not conflicts) laws of the State of Pennsylvania, U.S.A. Any cause of action arising hereunder or related in any way hereto shall be brought only in the federal or state courts of Butler County, Pennsylvania, and Customer hereby submits to the exclusive jurisdiction of such courts.

FREIGHT: ASCC shall deliver (or see to the delivery by the applicable vendor of) the items F.O.B. ASCC's shipping dock (or that of such vendor) to the address(es) and on the timetable agreed by the parties. If ASCC arranges and pays for shipping/insurance, Customer shall pay therefore. ASCC is not responsible for delays caused by manufacture or situations out of ASCC's control. Customer is responsible to verify receipt of all equipment and convey any discrepancies to ASCC immediately.

WARRANTY: For sales of hardware ASCC hereby passes to Customer all applicable warranties of the hardware's vendor(s) mandated within the job specifications. ASCC shall take all reasonable actions and assist Customer by all reasonable efforts to ensure Customer receives the benefit of such pass-through warranties. These limited warranties shall apply only if the item is used and maintained by Customer as directed by all applicable documentation/instructions, and the claim is unrelated to negligence, vandalism, accident or act of Customer or any third party.

RETURNS: No goods may be returned for credit without prior written approval. Goods for which return is authorized must be shipped prepaid by Customer to ASCC's warehouse in Cranberry Twp, Pennsylvania.

SAFETY AND INDEMNIFICATION: Customer shall employ and maintain any and all safety guards, devices, warning signs, and features, and provide all warnings and instructions, which are required by law. Customer in its use of the Items shall comply with all present and future statutes, laws, ordinances, regulations and/or guidelines of any applicable jurisdiction or agency, including without limitation, the Occupational Safety and Health Act of 1970, as amended. Customer shall ensure that its personnel are, at all times, educated and trained in the proper use and operation of the items and that the Items are used in accordance with any and all applicable manuals, documentation, and instructions. Customer shall indemnify and hold ASCC harmless from and against all claims, damages, losses, judgments, fees, expenses and costs, including attorney's fees, arising out of or resulting from Customer's failure to comply with this Section.

TRAVEL: If travel time is appropriate, ASCC reserves the right to charge that customer the actual travel time to and from our offices in Cranberry Township, Pennsylvania.

TAXES: All federal state, local, municipal or other excise, sales, use, property, or other taxes or fees, import duties and charges, are the responsibility of the Customer.

TERMS: Unless otherwise specified in writing, ASCC will bill customer NET 30 days. A grace period of fifteen days may be allowed. If payment is not received, a late fee is eligible to be imposed equal to 1% of the outstanding balance on the sixteenth day following the due date.

FORCE MAJEURE: Neither party shall be liable to any other party hereto for any failure or delay in the performance of any obligations hereunder (except for payment obligations) due to events beyond its reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, wars, riots and public disorders, sabotage, strikes, lockouts, labor disputes, failure or delays of energy, issues arising out of any date change, transportation embargoes or delays, acts of God, acts or regulations or priorities of federal, state, or local governments or branches or agencies thereof, or events beyond the control of the parties.

II. ADDITIONAL CONSIDERATIONS: In addition to terms/conditions and warranty issues, ASCC purposes to advise clients regarding considerations, which are generally relevant to projects. Please review this listing and advise if lack of clarity exists.

A. Changes in manpower requests due to deviations from original schedule caused by Construction Schedule changes, or for any unforeseen forces outside ASCC control could have an affect on pricing.

B. The Contractor / Customer must provide free and clear access to any areas required during the installation. Any delays due to any unforeseen issues outside of ASCC's control are the responsibility of the Contractor / Customer and may affect pricing.

C. For the purpose of estimating material, our offering is based on information provided to ASCC by the Bidder / Customer regarding the scope of the project. The accuracy of the information is not ASCC's responsibility. Discrepancies between supplied information, and actual project requirements may affect project pricing.

D. Start dates, completion dates, and phasing schedules shall be mutually determined prior to the start of work. ASCC will be made aware of the schedule of job meetings (Dates, Time, and Location). Any delays due to any unforeseen issues outside of ASCC's control are the responsibility of the Contractor / Customer and may affect pricing.

Delays due to any unforeseen issues outside of ASCC's control are the responsibility of the Contractor / Customer and may affect pricing. E. Specific instructions addressing measures that must be taken to protect the health and safety of customers, patients, installation personnel, or other people associated with the project must be provided to ASCC (i.e., quarantined, restricted isolation areas) in writing prior to installation. F. Bid Contractor / Customer shall provide ASCC, Inc. with a signed and dated hard copy purchase order. Orders for equipment and services will not be processed without a signed purchase order. The purchase order shall clearly define all items and services required under the terms of the purchase order.

G. Cable Installation: ASCC Engineering Department shall provide cable information and / or prints related to cable routing. Deviations to any part of the cable infrastructure may not be made without prior approval from the ASCC Engineering Department.

H. Manufacturer's equipment warranties do not cover, or include, ASCC's charges for removal of equipment, installation of replacement or refurbished equipment, shipping, or handling charges.