



We have prepared a proposal for you

Warren County School District

Quote #004708

Version 1



Dana Whitsel

Sales Representative

dwhitsel@xeroxaudiovisual.com

9048 William Penn Highway Suite 9

Huntingdon, PA 16652

Phone: 800-525-1168 ext 20114

Fax: 814.542.9299

Friday, June 14, 2013

Warren County School District
Brian Collopy
589 Hospital Dr, Ste A
Warren, PA 16365

Dear Brian,

Thank you for the opportunity!

Pricing Per CoStars Contract - Shipping Included!

Dana Whitsel
Sales Representative
Xerox Audio Visual Solutions
www.xeroxaudiovisual.com



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Customer

Warren County School District
Brian Collopy
589 Hospital Dr, Ste A
Warren, PA 16365

Warren County School District

Quote: 004708

Date: 06/14/2013

Expires: 07/12/2013

Bill to

Warren County School District
Brian Collopy
589 Hospital Dr, Ste A
Warren, PA 16365

Ship to

Warren County School District
Brian Collopy
589 Hospital Dr, Ste A
Warren, PA 16365

Hardware

MFG	OMD#	Model	Description	Price	Qty	Extended
SMART-TMI		SB885ix2	SMART Board 885 with UX80 Projector	\$4,550.00	13	\$59,150.00
SMART_MS RP	PZYB6Y	SBA-L	Projection Audio System for SMART Board 600 and 800 series with a SMART projector	\$260.00	13	\$3,380.00
Hardware Subtotal						\$62,530.00

Additional Notes

Prepared For:

Warren County School District
 Brian Collopy
 589 Hospital Dr, Ste A
 Warren, PA 16365

Quote Summary

Total

\$62,530.00

Sales Tax will be charged to your order in accordance with applicable state/local sales tax laws and will be reflected on your invoice accordingly.

Terms and Conditions

TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** Purchaser's acceptance of these terms and conditions shall be indicated by any of the following. Whichever first occurs: (a) Purchaser's written acknowledgment hereof. (b) Purchaser's acceptance of any shipment of any part of the items specified for delivery of the purchase order (the "Products"). (c) Purchaser's failure to acknowledge or reject terms and conditions in writing within 30 business days from invoice date. or (d) any other act of expression of acceptance by Purchaser's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception and any term, condition, or proposal hereafter submitted by Purchaser (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by Seller. Seller's silence or failure to respond to any such subsequent term, condition or proposal shall not be deemed to be Seller's acceptance or approval thereof.

2. **PRICE AND PAYMENT.** (a) Net cash balance shall be due and paid by Purchaser thirty (30) days after delivery and completion of equipment installation. If delivery or installation is delayed by Purchaser, payment shall be due when Seller is prepared to make delivery and installation of equipment. (b) Purchaser agrees to pay Seller any tax on this contract measured by the prices herein of the equipment or programs hereunder or its (their) use, however designated or levied whether or not specifically included in the pricing breakdown on the face page hereof, whenever Seller must itself pay and or must collect such tax from Purchaser according to the applicable statutes or ordinances as interpreted by the departmental authorities of the taxing unit. It shall be Purchaser's sole obligation after payment to Seller to challenge the applicable or propriety of any such tax by contact with or action against said taxing unit. Any tax refunds received by Seller shall be refunded to Purchaser. Seller shall not be liable to pay any taxes assessed against the equipment including, but not limited to, personal property tax, after delivery to Purchaser. Loss or damage to said machines or equipment by fire, theft, misuse, or otherwise while in the possession of Purchaser shall not relieve Purchaser from making all payments provided herein. Should Purchaser fail to pay any invoice to Xerox Audio Visual Solutions (XAV) in accordance with the terms of XAV's invoice, Purchaser shall pay to XAV interest on such delinquent payment until paid at the maximum legal rate allowable. Should Purchaser fail to make payments on any monies when due there under, XAV may refer the matter for collection to any collection agency or to XAV's collection department and if referred, Purchaser agrees to pay XAV all reasonable collection fees upon demand.

3. **CANCELLATION.** This contract may not be cancelled or assigned by the Purchaser without XAV's consent. If consent is given, XAV as liquidated damages shall be entitled to the higher of the deposit or the actual expenses incurred by it up to the time of cancellation. This order is accepted on condition that XAV shall in the future have the right to cancel it or any part of it, and no claim shall be made by Purchaser for failure on XAV's part to make delivery of the whole of this order or any part of it. In the event that Purchaser elects to cancel this order for failure of XAV to deliver the machines or equipment herein or for any other cause, such cancellation shall not be effective until after written notice of the Purchaser's intention to cancel this order shall have actually been received by XAV and Purchaser shall remain obligated to accept and pay for any portion of the good shipped or delivered by XAV prior to XAV's receipt of Purchaser's notice of cancellation.

4. **SECURITY INTEREST.** It is expressly agreed that Purchaser hereby grants to XAV a security interest in and to all of the machines and equipment including the proceeds thereof covered by this Sales Contract until full payment of the purchase price for such machines and equipment has been made to XAV. This document shall constitute a security agreement and authorize XAV, the secured party, to file a financing statement giving XAV remedies of a secured party under the Uniform Commercial Code. Purchaser agrees to execute any document including a financing statement which XAV deems desirable to protect XAV's security interest herein, and does hereby authorize the filing or recording of this Sales Contract or any financing statement or other document in connection herewith, in the manner provided by law or regulation and the

Purchaser authorizes XAV to file any such financing statement or statements relating to the machines or equipment covered by this Sales Contract without Purchaser's signature thereon as XAV may deem appropriate.

5. **DEFAULT.** If Purchaser defaults in the performance of any of Purchaser's obligations or in the event that Purchaser shall mortgage or part with possession of the machines or equipment covered by the Sales Contract other than in the normal course of Purchaser's business without the consent of XAV, or in the event that Purchaser becomes insolvent or make an assignment for the benefit of creditors: or in the event that a petition is filed by or against Purchaser under the Bankruptcy Act, or any amendment thereto (including without limitation a petition for reorganization, arrangement or extension) or under any other insolvency law or law providing for the relief of debtors then any amounts then remaining unpaid hereunder and any incidental damages plus collection expense including attorney's fees to the extent allowed by law, shall become immediately due and payable without demand or notice, in addition to the extent permitted by law. XAV shall have the right without proper notice to Purchaser to enter into and upon the premises where the machines and equipment covered in Sales Contract may be found and take possession thereof, without further proceedings, and XAV may, without notice, declare this Agreement terminated and may retain the consideration received by it there under as liquidated damages. In addition, XAV has the right to sell such machines or equipment in such manner and upon such terms as XAV may choose and apply the proceeds of any such sales in payment of the amount due from Purchaser. Purchaser to remain liable for any deficiency. Should claim hereunder be placed by XAV in attorney's hands for collection or in the event of other litigation, reasonable attorney's fees and costs shall be paid by the Purchaser to XAV. No loss or injury or destruction of the aforesaid machines or equipment shall release Purchaser from Purchaser's obligation hereunder. If Purchaser shall default upon this or another agreement with XAV or shall fail to make payment of any invoice due, whether pursuant to this or any other agreement, or if the total amount due under all agreements with Purchaser exceeds the line of credit agreed upon with Purchaser, if any, Purchaser agrees to make payment in full at the time of delivery or anticipate such payment as aforementioned, or if in opinion of XAV the financial condition of Purchaser warrants such action. XAV may at any time cancel or limit the credit of Purchaser as to time and amount, and demand payment in cash for shipment of any part of the machines or equipment, and upon failure of Purchaser to make such payment, within ten (10) days after demand. XAV may cancel the right to revoke any credit extended Purchaser or change the terms or conditions thereof at any time without prior notice to Purchaser.

6. **DELIVERY.** All shipments shall be FOB shipping point. Delivery shall be made to address of Buyer shown on reverse side of this page. Failure of XAV, in whole or part, to make delivery hereunder when due, if occasioned by Act of God or the public enemy, fire, flood, riot, war, sabotage, accident, embargo, or any circumstance of like or different character beyond XAV's reasonable control, or by interruption of or delay in transportation, inadequacy or shortage or failure of supply of materials or equipment breakdown, labor trouble, compliance with any order, direction, action or request of any government officers, department or agency shall not subject XAV to any liability to Purchaser and in such event XAV may, at its option, either cancel this contract in whole or in part or extend the period for performance by XAV hereunder to the extent of the delay occasioned by any such circumstances. In the event of delivery of nonconforming or defective goods XAV shall have the right to cure same by replacement within reasonable time from date of notice given by Buyer.

7. **PRODUCT RETURNS.** Return of Products hereunder, or because such Products are claimed to be defective shall be governed by Seller's Product Return policies as set forth herein or as otherwise provided by Seller to Purchaser in writing. Seller reserves the right to modify or eliminate such policies at any time. Although Seller's policies may permit Purchaser to return Products claimed to be defective under certain circumstances. Seller makes no representation or warranties of any kind with respect to the Products. Seller hereby disclaims all representations and warranties; expressed or implied as to the products including but not limited to any implied warranty of merchantability, fitness for a particular purpose, nonfringement. Seller will not be liable for any damage, loss, cost or expense for batch or warranty. The right to return defective products, as described in Seller's most current Return Policy shall constitute Seller's sole liability and Purchaser's exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any product, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, or otherwise. XAV shall be notified regarding any product that arrives damaged during shipping or that is DOA (Dead on Arrival) upon first use so that XAV can expedite replacement. Return of products that are not damaged or defective must be made within 30 days from date of invoice. Product(s) must be unopened and the box(s) must be free from markings or writing. The return will be subject to a 20% restocking fee plus shipping charges to the manufacturer or vendor if applicable. Open product will be dealt with on a case by case basis. No guarantee is made that open product can be returned. For problems experienced with product during the warranty period the manufacturer or XAV client service department / help desk should be contacted for warranty procedures and assistance. A return material authorization (RMA) number and applicable return instructions are required before returning any product.

8. **WARRANTIES.** Although Seller's policies may permit a purchaser to return products claimed to be defective under certain circumstances. Seller makes no warranties of any kind with respect to any products. All products sold or licensed by seller are sold "as is" (with no other warranties other than those provided by the manufacturer itself to the purchaser) and are subject to the terms of the end-user license or any product warranty packaged with any product, available to the end-user prior to the end user's purchase of such product. Seller does not warrant the merchantability of the goods or their fitness for any particular purpose. Seller disclaims all representations and warranties with respect to the product, whether express, implied or statutory, including any implied warranties of merchantability. Fitness for a particular purpose, nonfringement:

a. The right to return defective products. As described in seller's most current return policy. Shall constitute seller's sole liability and the purchaser's exclusive remedy in connection with a claim of any kind relating to the quality or performance of a product whether such claim based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity of contribution or

otherwise.

b. Seller shall not be liable under any circumstances for any special, consequential, incidental, or exemplary damages, including but not limited to damages for lost profits, loss of use, lost data, or for any damages or sums paid by the purchaser to third parties even if the seller has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based on principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

c. Seller shall not be liable to purchaser or any other party for any loss, damage, or injury which result from the use of application by purchaser or any other party of goods and PR services delivered to purchaser. In no event shall seller be liable to purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with these terms and conditions by seller. Its employees, agents or subcontractors, in excess of the new purchase price of goods and or services actually delivered to and paid for by purchaser hereunder.

9. SOFTWARE WARRANTY. Seller warrants that if it has provided any software when used in conjunction with seller's equipment. It will conform to the written specification provided to purchaser. Seller's liability or breach of this software warranty is limited to a refund of the price of any such nonconforming software. The foregoing warranties and remedies are exclusive and in lieu of all warranties and remedies express or implied. And seller shall have no other or additional liability to purchaser or to anyone claiming under purchaser under any other contract or warranty express or implied. Either in fact or by operation of law, special, consequential, incidental or punitive damages of any kind or from any cause arising out of the sale (to purchaser or otherwise). Lease installation or use of any equipment or software furnished under even if seller has been advised of the possibility of such damages. The prices and discounts applicable under this contract, to account this limited warranty.

10. AUTHORITY. If Purchaser is a corporation, then this Sales Contract is executed by its duly authorized corporate officer and or agent to the authority granted by its Board of Directors. If Purchaser is a partnership, then said Sales Contract is executed by a general partner thereof or duly authorized agent of said partnership.

11. PRICE CONDITIONAL. XAV's acceptance of Purchaser's order is subject to the condition that the prices set forth herein may be increased to reflect those prices in effect at the time of delivery of the machine to the Purchaser except for orders taken within thirty (30) days prior to the effective date of the price increase. Orders not shipped within thirty (30) days after the effective date of the price increase will be billed at the new price. Shipping will be on a first order in first out basis as machines and equipment are available.

12. MERGER CLAUSE. This Sales Contract contains the entire agreement between the parties cancelling and taking the place of all prior oral, written or implied agreements between them with respect to the aforesaid machines and equipment. No modification or cancellation hereof shall be binding unless written and signed by both parties hereto. This Sales Contract shall be governed and constructed according to the Laws of the State of Georgia, County of Gwinnett.

13. NOTICES. All rights and obligations of the parties shall be governed by the Laws of the State of Georgia, County of Gwinnett. Shall provisions of this Contract shall be held to be invalid, illegal or unenforceable in any respect under the law of any state, or of the United States of America, the validity, legality and enforceability of the remaining provision shall not in any way be affected thereby. This Contract will not be binding on Seller until acceptance by an officer of the Seller. All claims and notices regarding this Contract must be sent in writing by certified or registered mail to Xerox Audio Visual Solutions, 3170 Reps Miller Road, Norcross, GA 30071.

14. STATUTE OF LIMITATIONS. No action, regardless of form, arising out of transactions under the Contract may be brought by Purchaser more than one year after the cause of action has accrued.

Signature

Print Name

Date

The above signature indicates that this individual has full authorization to commit the company to this purchase and confirmation of all information above-if company conducts business via purchase order(s) or contract, this signature is null and void.