

Tanya.Delira

From: Berger, Diana [Diana.Berger@insight.com]
Sent: Thursday, June 14, 2012 10:25 PM
To: Tanya.Delira
Cc: martha.salazar@co.hidalgo.tx.us; 'Matilde Faz'; 'Edna Kirby'
Subject: RE: PO 676188

Hi Tanya,

A purchase order is sufficient.

Thanks!

-db-

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, June 14, 2012 2:26 PM
To: Berger, Diana
Cc: martha.salazar@co.hidalgo.tx.us; 'Matilde Faz'; 'Edna Kirby'
Subject: PO 676188

Ms. Berger,

After the issuance of PO 676188 and reviewing your terms and conditions we would like to know if there is anything to be signed by us or is a Purchase Order sufficient?

Thank You,

Tanya De Lira

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

Terms and Conditions

Insight's Terms of Sale

Insight's Return Policy

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO YOUR ORDER AND PURCHASE OF HARDWARE, SOFTWARE, THIRD-PARTY BRANDED SERVICES AND SUPPORT, AND INSIGHT SKUABLE SERVICES (COLLECTIVELY, "PRODUCT") SOLD BY INSIGHT. You accept the terms and conditions of this Agreement, unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight may, from time to time and at its sole option, revise this Agreement without notice by posting the revised agreement on its web site. The Agreement posted on Insight's web site at the time Insight accepts your order will govern that purchase.

Accuracy of Data/Corrections. Insight obtains certain data directly from the manufacturer, publisher or supplier of Products and is not responsible for pricing, typographical or other errors in any such data. In addition, availability of third party Product is subject to change without notice. Insight reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct this web site at any time, including pricing errors not detected until after Insight's confirmation or e-mail response.

Prices/Payment Terms. Prices are subject to change at any time prior to Insight's acceptance of your order. Payment terms are at Insight's sole discretion and all orders are subject to Insight's credit approval. You must provide appropriate credit references upon request and authorize us to obtain credit history from such references. You agree to pay the total purchase price for the Products, plus tax and shipping (to the extent shipping is not prepaid by you, including shipping charges billed to Insight as a result of using your carrier account number or a carrier selected by you). Invoices are due and payable within the time frame and in the currency specified on the invoice, measured from the date of invoice. You agree to pay interest on all past-due amounts at the lower of one and one-half percent (1.5%) per month or the maximum rate allowed by law. You will be responsible for Insight's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Insight reserves the right to suspend further deliveries until payment is received.

Credits. You must expend or apply any credits issued to you by Insight for any reason within two years from the date the credit is issued. If not used within such period, credits will automatically expire.

Taxes. Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are solely your responsibility. You may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

Delivery/Title/Risk of Loss. Insight will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Insight reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle you to cancel other installments. Except for sales shipped in or to California, Product will be delivered to you FOB Origin (Insight's facility or the facility of any of Insight's suppliers who drop ship direct)**, freight prepaid and added. Title and risk of loss shall pass to you when Product is delivered to the transportation carrier. Insight is not responsible for insuring shipments, nor for any loss or damages to Product during shipment and recommends you obtain insurance for shipments. Product shipped in or to California will be delivered to you FOB Destination, freight prepaid and added. Title and risk of loss for such shipments shall pass upon delivery at the requested delivery destination. Notwithstanding anything in this paragraph, title to software Product remains with the applicable licensor(s), and your rights and obligations related to the software are contained in the license agreement between you and the licensor(s). You grant a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, you authorize Insight to execute and file a financing statement or other documents that are necessary to perfect Insight's security interest. Insight's security interest shall terminate when Insight has received all amounts due for the Product (s).

Limited Warranty. PRODUCTS MANUFACTURED, PUBLISHED OR PROVIDED BY THIRD PARTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY BY INSIGHT OF ANY KIND, EITHER EXPRESS OR IMPLIED. Insight shall pass through to you, to the extent available, any manufacturer's/publisher's/supplier's written warranties associated with third party Products purchased from Insight. Although third-party services and support are considered "Product" and you may purchase such services through Insight, Insight is not obligated to provide the services or support. Insight accepts no liability for any claims arising out of any act or omission, including negligence, by your third-party service provider; and any amounts associated with third party services, including but not limited to taxes, will be collected solely in our capacity as an independent reseller of such Product.

PRODUCT CODES BEGINNING WITH "IVC" (INSIGHT VALUE CENTER) ARE SOLD "AS IS." IVC Products have been previously opened and/or the box has been damaged. IVC Products are not offered or sold as "new." The manufacturer's or publisher's warranty, if any, will apply and provide the sole coverage for such IVC Products. You must look to the manufacturer, publisher or supplier of third party Products for recovery on any claim of liability and will hold Insight harmless from any claim of negligence or breach of warranty.

PRODUCTS PRODUCED SOLELY BY INSIGHT ("INSIGHT PRODUCT") ARE PROVIDED WITH ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THE INSIGHT PRODUCT SPECIFICATION. Your sole remedy and Company's sole obligation for breach of this warranty will be reasonable efforts to correct any non-conformance or, if this cannot be accomplished, then Company will issue you a credit for, or a refund of, the purchase price and original freight paid for the Insight Product.

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Limitations on Use. You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Products may also alter or void the manufacturer's or publisher's warranty. PRODUCTS OFFERED BY INSIGHT ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.

Limitation of Liability. INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any liability for direct damages arising under this Agreement, regardless of the form of action or theory of relief, is limited to the purchase price of the Product. No action arising out of the transactions under this Agreement may be brought by you more than one (1) year after the damage, loss or expense occurred. Insight is not liable for any claim made by a third party or made by you for a third party.

Termination. You may cancel any order for Product at no charge up to five (5) business days prior to scheduled shipment upon written notice to Insight, unless such Product has been modified or otherwise reconfigured in accordance with your specifications. Cancellation shall not relieve your duty to pay for Products shipped, services performed or expenses incurred by Insight prior to such notice. If an order is cancelled prior to shipment, your sole remedy and Insight's sole obligation will be a full refund of the purchase price paid for the Product. Cancellation of orders following shipment must be made in accordance with the return policies of the manufacturer, publisher or supplier of the Product.

Governing Law and Venue. This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. You are responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.

Assignment. Insight may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products and/or assign the right to receive payments without your consent. You may not assign this Agreement or any of its rights or obligations without the prior written consent of Insight. Subject to the

restrictions in assignment contained in this provision, this Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns.

Force Majeure. Insight will not be liable for failure to fulfill its obligations under this Agreement or for delays in delivery or performance due to causes beyond its reasonable control. Insight's time for performance of any such obligation will be extended for the time period of such delay, or Insight may, at its option, cancel any order or remaining part thereof, without liability, upon notice to you.

Miscellaneous. No provision of this Agreement may be waived, amended or modified by either party except by a written agreement signed by both you and Insight. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between Insight and you is that of independent contractors and not that of employer/employee, partnership or joint venture. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will still remain in effect. Notices to be provided under this Agreement must be in writing and will be deemed received upon the earlier of: 1) actual receipt; 2) three (3) days after mailing, if mailed postage prepaid by regular mail or airmail; or 3) one (1) day after such notice is sent by courier or facsimile transmission. The terms and conditions applicable to all returns are set forth in Insight's Return Policy. Terms in effect at the time of Product purchase shall apply to any requested returns.

Entire Agreement. This Agreement constitutes the entire agreement between us regarding this purchase of Products from Insight and supersedes and replaces any previous communications, representations or agreements. Any additional or different terms or conditions contained in any purchase order or other documents provided by you are considered material alterations to this Agreement, expressly rejected and will not be binding upon Insight.

*This provision does not apply to public sector customers.

** Product shipped to public sector customers will be delivered to you FOB Destination, freight prepaid and added.

Revised October, 2009

Insight Return Policy

A. Policy. Unless you have a separate written agreement with Insight, the return of hardware and software purchased from Insight (collectively, "Product") is subject to specific manufacturer, publisher or distributor restrictions. Such suppliers may provide limited or no returns of Products. If the supplier accepts returns, you may return Product and Insight will assist in its replacement or grant you a credit against future purchases in an amount equal to the original purchase price and freight paid for the Product less any applicable restocking fees. You are responsible for shipping charges and risk of loss on all return shipments. Returns are also subject to the rights of return processes below. If you fail to return Product within the applicable return policy period or if the Product does not meet the rights of return and processes under this Return Policy, the Product is considered accepted by you and not returnable.

B. Rights of Return:

Permitted Product Returns.

Hardware: If permitted by the manufacturer's return policy, hardware, accessories, peripherals and parts may be returned if: 1) the packaging is unopened and still in the manufacturer's sealed package, and 2) returned within 30 days from the date of shipment.

Software: Software may be returned if permitted by the publisher's return policy. If the publisher does not allow the return of software, you may not return the software to Insight.

Damaged Products. Packages that are obviously damaged should be refused at the time of original delivery attempt. If damaged Products are accepted from the carrier, contact Insight's Client Services within **7 days** after receipt of shipment to arrange for a carrier inspection and a pickup of the damaged Products. All damages should be noted on the carrier delivery record prior to the driver leaving your premises. Please save the Product and all original box and packaging. Timely receipt of this information is necessary to file a damage claim with the freight carrier and avoid delays in returns and replacements.

Order Discrepancies. All order discrepancies (shortages, mislabeled product or overages) must be reported to Insight's Client Services Department within 5 days of receipt of shipment.

Defective/Dead on Arrival (DOA). Report DOAs to Insight's Client Services within **10 days** of receipt of shipment. Some manufacturers and publishers require DOAs to be handled directly through them. In such cases, Insight's Client Services will provide the manufacturer's contact information.

Non Returnable Product (not all inclusive). The following Products cannot be returned to Insight:

- Discontinued items
- Special order items
- Items for which manufacturers will not accept returns
- Custom configurations of systems
- Open units, and/or units which require re-packaging
- Units in an unsuitable resale condition
- Closeout, remanufactured and refurbished Products

C. Process. All returns must have an Insight return material authorization (RMA) number. If the return meets Insight's return guidelines, you may obtain a RMA number by contacting:

- **Insight's Client Services at 1-800-827-6100.** Insight Client Services business hours are 6:00 a.m. to 5:00 p.m. Mountain Standard time (Arizona); or
- By email, insightclientservices@insight.com

In order to expedite a return, please have the following information on hand when requesting an RMA number: Client Account Number, Invoice Number, Serial Number (if applicable), and the nature of the issue and whether the manufacturer's seal has been broken.

Once the RMA number is issued, please note:

RMA numbers issued by Insight are good for 15 business days only. Product authorized for return must be received within such time period at the facility identified on your RMA instructions.

RMA numbers cannot be extended or re-issued.

Clearly mark each address label of each package being returned with the RMA number. **DO NOT WRITE ON THE VENDOR'S BOX.**

Insight strongly recommends using a reputable shipping carrier capable of providing proof of delivery, as well as properly packing and fully insuring return shipments.

All returns **MUST** be 100% complete and contain:

- ALL original boxes and packing material;
- Have original UPC codes on the manufacturer's or publisher's boxes; and
- Contain all blank warranty cards, accessories and documentation provided by the manufacturer or publisher.

Incomplete returns may be returned to sender or subject to a minimum 25% restocking fee at Insight's sole discretion.

[RMA Request Form]

Revised October, 2009

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