



SOE

891 Feehanville Dr. ♦ Mt. Prospect, IL 60056
 Phone: 847.299.9550 ♦ Fax: 847.299.3199
 Note: Terms page must be initialed & returned with signed order.

CA Order No.	Reference No. GC881015600
Customer No.	Date 10/16/2015

Ship To ID: _____
 HIDALGO COUNTY CLERKS OFFICE

Bill To #: _____
 HIDALGO COUNTY CLERKS OFFICE

EDINBURG ST. TX Zip 78539

EDINBURG St. TX Zip 78539

Attn: _____
 Phone: _____

Attn: _____
 Phone: - _____

Fax: _____

<input checked="" type="checkbox"/> Factory Order <input type="checkbox"/> Field Sale		Ship To: <input type="checkbox"/> Branch <input type="checkbox"/> Cust <input type="checkbox"/> Special		County HIDALGO	PO Number
Ship Method UPS GROUND	Ship Condition: <input type="checkbox"/> P/P Add (PPA) <input type="checkbox"/> N/C <input type="checkbox"/> P/P Absorb (ABS) <input type="checkbox"/> Collect (Col)	Services Needed: <input type="checkbox"/> Liftgate Reqd (no dock) <input type="checkbox"/> Appointment Reqd <input type="checkbox"/> None <input type="checkbox"/> Inside Delivery <input type="checkbox"/> Spec. Needs (see notes below)			
Tax Exempt <input type="checkbox"/> #	<input type="checkbox"/> National Acct	<input type="checkbox"/> Govt. Cust.	Invoicing Option <input type="checkbox"/> Detail <input type="checkbox"/> Summary	GSA No.	NAICS
Sell Branch # Name:	Sales Rep 1 # Name:	Sales Rep 2 # Name:		Service Branch No.	
Install Br # Name:	Sales Rep 3 # Name:	Sales Rep 4 # Name:		Finder Fee #	
O.R. Br # Name:	Sales Rep 5 # Name:	Sales Rep 6 # Name:		Amount	

Part Number	Description	Serial #	Quantity	Requested Ship Date	List Price	Net Price	Contract Y
406-9102-00	4062 JETSCAN		1	ASAP	1725.00	1725.00	Y
008-1078-00	JETWEDGE S/W		1	ASAP	895.00	895.00	
122-0381-01	IMPACT PRINTER		1	ASAP	345.00	345.00	
750-0657-01	CABLE		1	ASAP	40.00	40.00	
406-0173-01	ADAPTER		1	ASAP	27.00	27.00	
406-0686-01	CABLE		1	ASAP	75.00	75.00	

CTD1	Notes:	Sub-Total	\$3,107.00
CTD2		Freight	40.00
CTD3		Tax	
CTD4		Down Payment	
CTD5		Total	\$3,147.00
CTD6	Unless specified otherwise, Freight and Tax are Additional.		

Credit Card Info Card #: _____ Expiration MM/YY: _____ Security Code: _____ Card Owner: _____

All orders are subject to acceptance by the Home Office. No agreement to change or modify any of the terms, conditions or prices set forth in this order shall be valid or binding unless such agreement be in writing and signed by an Executive Officer of Cummins Allison Corp. Payment to be made by Check, Draft or Money Order payable to the order of Cummins-Allison Corp. This sale subject to the terms and conditions appearing on page 2.

Terms: 10 Days, Late charge of 1.5% per Month. Freight FOB Mt. Prospect.
 Date: 10/16/2015 Purchaser's Name: HIDALGO COUNTY CLERKS OFFICE

Sales Rep Signature _____ by _____ Title: _____

1. SALE OF EQUIPMENT

Cummins-Allison Corp. ("Seller") shall sell to BUYER the equipment (the "Equipment") described on the cover sheet of this form, F.O.B. SELLER's location. The sale of the Equipment includes a limited license to use any software associated therewith ("Software") on the terms contained herein and in any materials which accompany the Equipment.

2. DELIVERY

Delivery of the Equipment shall be made on or before the date set forth on the face of the cover sheet of this form. Delivery of the Equipment by SELLER to the carrier at the point of shipment shall constitute delivery to BUYER, subject to a security interest of SELLER for the unpaid purchase price. SELLER may withhold delivery if BUYER is in default to SELLER on this or any other order. SELLER shall not be liable for any delay or failure to deliver if the delay or failure is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the reasonable control of the SELLER which shall hinder SELLER's performance of this Agreement.

3. PAYMENT

Unless otherwise specified on the cover sheet of this order, payment is due in full within ten (10) days after shipment. Any amounts not paid when due shall bear a late charge of 1 1/2% per month from the due date. BUYER shall pay SELLER's attorneys' fees and other costs associated with collecting amounts owed. Any taxes with respect to the purchase price (other than taxes based on SELLER's net income) shall be paid by BUYER.

4. SECURITY INTEREST

BUYER hereby grants to SELLER a purchase money security interest in the Equipment delivered to BUYER pursuant to this sales order to secure payment of the purchase price of the Equipment and BUYER further Agrees to sign, at SELLER's request, financing statement and other documents necessary to evidence such security interest.

If the BUYER fails to pay the agreed purchase price in full when due, or if a receiver shall be appointed for the BUYER, or if the BUYER shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against the BUYER, then the SELLER may declare the entire sum remaining unpaid to be immediately due and payable any may enter, with or without legal process and using such force as may be necessary, into or upon the premises where the Equipment, or any part thereof, may be located, and repossess the same, and thereafter hold the same absolutely free from all claims of the BUYER, and retain all payments made by the BUYER as and for the agreed reasonable rental of the Equipment and for the use, wear and tear thereof, or as much thereof as may be permitted by law; and the BUYER for himself and his successors in interest hereby waives all claim and right of action for trespass or damages by reason of such entry, taking possession of and removal, and also waives, so far as is consistent with public policy, the benefits of any statutes that may conflict with the conditions of this order, or with any causes of action hereby given.

5. SOFTWARE LICENSE

SELLER grants to BUYER subject to the terms and conditions contained in this software License, a non-exclusive and non-transferable license (except as provided below) to use the proprietary computer software programs and related materials (Software) which are included by Seller with the Equipment. BUYER shall have the right to use the Software solely for its own internal operation at the location where first placed in operation and only on the Equipment. BUYER may make copies of the Software only for purposes of backup. This Software License is assignable and transferable only in connection with the sale of the Equipment in the ordinary course of BUYER's business to an entity which is not a competitor of SELLER.

6. EQUIPMENT WARRANTY

The Equipment shall conform to the specifications set forth in SELLER's Quotation or published specification sheets. SELLER WARRANTS ALL NEW EQUIPMENT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR THE SPECIFIED WARRANTY PERIOD. UNLESS STATED OTHERWISE BY SELLER, THE WARRANTY PERIOD FOR PRODUCTS SOLD IN THE U.S. IS ONE (1) YEAR PARTS, NINETY (90) DAYS LABOR FROM THE DATE OF DELIVERY. SELLER'S OBLIGATIONS UNDER THIS WARRANTY ARE LIMITED TO REPAIR OF THE EQUIPMENT AND REPAIR OR REPLACEMENT OF ANY OF ITS PARTS REASONABLY DETERMINED BY SELLER TO BE DEFECTIVE.

However, if the Equipment is located within a SELLER Customer Service area and is covered by a Maintenance Agreement entered into with an authorized SELLER representative at the time of purchase, any material or workmanship found defective will be replaced or repaired at SELLER's option, without charge, at any time during the Maintenance Agreement Period (excluding consumables). This warranty does not cover software, which is covered by a separate warranty.

7. SOFTWARE WARRANTY

SELLER warrants that it has the right to grant a license for use of the Software included in its Equipment. SELLER warrants for a period of ninety (90) days from the date of sale of its Equipment that the Software will substantially conform with the functionality described in the specifications referred to in Section 6. This warranty is void if a Software error or malfunction is caused by modifications of the Software, by equipment not made by SELLER, by incorrect data or procedures used by BUYER's personnel, or if BUYER fails to apply the current release of the Software provided to BUYER. BUYER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY ARE (1) THE CORRECTION OF THE SOFTWARE SO THAT IT PERFORMS AS WARRANTED (CORRECTION MAY INCLUDE THE REPAIR OR REPLACEMENT OF THE SOFTWARE AS PART OF SELLER'S MAINTENANCE) OR (2) IF AFTER REPEATED EFFORTS, SELLER DETERMINES AND NOTIFIES BUYER THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED. BUYER MAY RETURN THE EQUIPMENT TO SELLER AT BUYER'S EXPENSE AND RECEIVE A REFUND OF THE PURCHASE PRICE. LESS A REASONABLE ALLOWANCE FOR BUYER'S USE.

8. NON CONFORMING EQUIPMENT

BUYER must inspect EQUIPMENT promptly upon receipt. Except as provided by written warranty, Buyer waives any claim based on nonconforming Equipment and/or Software unless such claim is made within Thirty (30) days after BUYER learns of the defect complained of, but in any event within ninety (90) days after delivery by SELLER of the Equipment. All claims of BUYER shall be made in writing by certified mail, return receipt requested, addressed to SELLER at its address set forth herein.

9. DISCLAIMER AND LIMITATION OF LIABILITY

The warranties herein shall be applicable only if the Equipment shall be the property of the original purchaser or user and shall have been properly used, operated and maintained in accordance with the manual or instructions provided with the Equipment and for the purpose for which sold. Normal wear and tear and consumable supplies are not covered by these warranties. These warranties shall not be applicable if the Equipment or any part thereof has been repaired or replaced by the buyer without the Seller's prior written permission or has been subjected to any accident, casualty, misapplication, alteration, abuse or misuse. The warranties herein shall not apply to Equipment or software sold outside the United States, for which Seller's warranties shall be set forth separately and in accordance with local laws.

No other warranty, either express or implied, and including a warranty of merchantability or fitness for a particular purpose or against infringement, has been or will be made by or on behalf of Seller, or by operation of law with respect to the Equipment and accessories or their installation, use, operation, replacement, or repair whether used alone or with any third party products or software. SELLER SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY, OR OTHERWISE, FOR ANY DAMAGES OR EXPENSES ASSOCIATED WITH ANY THEFT, LOSS, TRANSFER OR MISDISPENSING OF FUNDS OR PROPERTY, LOSS OF DATA, INTERRUPTION OF BUSINESS, LOST PROFIT OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGE RESULTING FROM THE USE OR OPERATION OF THE EQUIPMENT, OR OTHERWISE ARISING UNDER THIS AGREEMENT, WHETHER OR NOT SELLER WAS APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller's liability for damages to Buyer for any cause whatsoever shall not exceed the purchase price for the Equipment on which the claim is based. Irrespective of any statute, the Buyer recognizes that the express warranties set for the herein are the exclusive remedy to which it is entitled and waives all other remedies, statutory or otherwise. Repair or replacement shall be Buyer's sole remedy under these warranties.

10. DEFAULTS AND REMEDIES

If BUYER fails to pay any amount to SELLER when due or fails to perform any other material term of this Agreement and such failure continues unremedied for ten (10) days after receipt of written notice from SELLER, BUYER shall be in default and SELLER may cancel all or any part of this Agreement and exercise any available rights. Upon such cancellation, BUYER shall be liable for all applicable costs, charges, and damages. Including attorney's fees.

11. PATENT, TRADEMARK, AND COPYRIGHT INFRINGEMENT

SELLER shall defend and settle, at its own expense, any claim or suit against BUYER alleging any Equipment or Software sold or licensed by SELLER in the form delivered (but not the use thereof) infringes any U.S. patent, trademark or copyright and pay all damages assessed by final judgment against BUYER due to such infringement, provided, however, that BUYER notifies SELLER promptly in writing of any claims, provides SELLER sole control of the defense, cooperates with SELLER and permits SELLER to replace or modify the Equipment or Software to become noninfringing. SELLER may, at its option, refund the purchase price less a reasonable allowance for BUYER's use. This section states the entire liability of SELLER for infringement by the Equipment or Software.

12. LIMITATIONS OF ACTIONS

No action shall be maintained by BUYER against SELLER unless written notice of any claim alleged to exist is delivered by BUYER to SELLER within thirty (30) days after the event complained of first becomes known to BUYER, and an action is commenced by BUYER within ninety (90) days after such notice. In no event may action for breach be commenced more than one year after the cause of action accrues.

13. ENTIRE AGREEMENT; GOVERNING LAW

This sales order, including the specifications referenced herein and the manual and other materials which accompany the Equipment (collectively, the "Agreement"), is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them as to the subject matter. This Agreement may be amended only in writing signed by the duly authorized representatives of the parties. All additional or conflicting provisions proposed by BUYER are rejected. If any provisions of this Agreement are determined invalid or unenforceable, the remaining provisions shall remain in effect. This Agreement shall be construed in accordance with the laws of the State of Illinois as a contract made and to be performed in that State.

14. CONFIDENTIALITY

BUYER acknowledges the Equipment, the Software and all related documentation (the "Information") constitutes proprietary and confidential information of SELLER and that the protection of this information is of the highest importance. BUYER agrees to keep the Information in strict confidence, to take appropriate steps to ensure that persons authorized to have access to the Information shall refrain from any unauthorized reproduction or disclosure of the Information and to restrict access to any display of the Information to BUYER's personnel who need access or display the Information to enable BUYER to use the Information as contemplated by this Agreement and who have been advised of and have agreed to treat the Information in accordance with BUYER's obligations. BUYER will not lend, sell, give, lease, or otherwise disclose the Information or any associated materials derived or developed from the Software without the prior express written approval of SELLER. BUYER will not be liable for disclosure of any Information if such Information; (a) is rightfully known to BUYER prior to receipt of it from SELLER, or (b) is in or comes into the public domain through no act or omission on the part of BUYER, or (c) is rightfully disclosed to BUYER by a third party with SELLER's approval and without restriction on disclosure. BUYER agrees that the Software and all copies and versions made by BUYER are and shall remain the sole property of SELLER. BUYER agrees to include SELLER's proprietary notice on all copies of the Information in whole or in part, and in any form made by the BUYER. The obligations set forth in this Agreement shall survive the termination of this or any other Agreement with SELLER.

15. BUYER shall be responsible for providing electrical power which complies with SELLER's specifications and is protected by a circuit breaker in accordance with applicable local electrical code. Unless otherwise specified, SELLER requires an electrical supply that provides a voltage operating range of 105-130 VAC and a frequency of 50/60 Hz. Three-prong power cords provided by SELLER must be plugged directly into properly grounded three-prong outlets. Electrical power supply conditions contrary to the SELLER's specifications may result in improper operation and / or Equipment damage. SELLER shall not be obligated under any warranty or Preventative Maintenance Agreement for conditions resulting from failure to comply with SELLER's electrical power specifications.

I have read and agree to these Terms

Buyers Initials _____

Date: _____