



295 Centerpoint Blvd
Pittston, PA 18640
http://www.benco.com

Equipment Sales Agreement

Ref No:	2975
Purchase Order:	00002975
Printed On:	8/3/2018
Prices Firm Until*:	8/25/2018

*Prices subject to change with manufacturer price changes

Customer Information

96367840 - WILLIAMSON COUNTY SHERIFF'S OF
508 S ROCK ST
GEORGETOWN, TX 78626-5604
512-943-5215

Installation Address

1 - WILLIAMSON COUNTY SHERIFF'S OF
306 W 4TH ST
GEORGETOWN, TX 78626-4906
512-943-5215

Benco Information

Equipment Specialist: Paul Thompson (S)

Sales Representative: Jamie Bolton (A)
512-954-0737

Requested Installation Date

9/14/2018

You may move forward your Requested Installation Date up to 45 days prior to the initial Requested Date. Changes or cancellations to this Equipment Order may result in additional charges or fees. See terms and conditions on reverse.

Payment Method

Total Investment \$ 26,797.23 Deposit \$ Balance \$

Minimum Deposit \$ 2,630.69

☐ CASH TOTAL \$

CHECK #

☐ LEASE Lendor City

☐ CONDITIONAL SALE Contact Person Phone

Purchaser's Exact Full Legal Name

Insert only one purchaser name - do not abbreviate or combine names. Print full name of Purchaser and Tax ID Number or Social Security Number, as applicable. A separate signed complete Equipment Sales Agreement is required for each additional purchaser.

OR	ORGANIZATION'S NAME				
	INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
MAILING ADDRESS		CITY	STATE	ZIP	COUNTRY
TYPE OF ORGANIZATION		JURISDICTION OF ORGANIZATION			

☐ Equipment Preassembly Allowed

Benco Representative

Purchaser's Signature

Date

This agreement is the total agreement of the parties. Purchaser's signature indicates agreement and full understanding of all terms and conditions appearing on the reverse.

EQUIPMENT SALES AGREEMENT

Terms and Conditions

A. WARRANTY. The following warranties apply to the goods and services supplied by Benco:

1. Benco Limited Warranty. Except for those goods described in Section B.2 below, Benco warrants that goods and services supplied by Benco will be free from defects in workmanship and material as follows:
 - i. For "BencoNet" computers, servers and their integral parts only, the warranty period shall last for three (3) years for parts and one (1) year for labor after the date of the applicable Benco invoice. Benco technical phone and remote support may be extended by purchase of an optional technical support contract.
 - ii. For Benco's "BluChip Elite" and "Select" customers only, all other new equipment is warranted for one (1) year parts and labor after the date of the applicable Benco invoice.
 - iii. For all customers who are not Benco's "BluChip Elite" and "Select" customers, all other new equipment is warranted for six (6) months parts and labor after the date of the applicable Benco invoice.
 - iv. In order to be eligible for our labor warranty the equipment must remain in its originally installed location.
2. Exception to Benco's Warranty. Only the applicable manufacturer's warranty (if any) applies to the following goods, and Benco makes no warranty whatsoever with respect to these goods except as set forth below:
 - i. Bulbs, handpieces, and angles,
 - ii. Monitors, printers, scanners, and other peripheral computer equipment,
 - iii. Manufacturer recertified equipment (for which a 90 day labor only warranty shall apply;) and
 - iv. Any manufacturer-branded non-equipment goods.
3. Product defects may be covered by a manufacturer's warranty. In such event, such manufacturer's warranty shall take precedence over any Benco warranty and Benco will repair, replace or service the defective item as per the manufacturer's directions. Benco will not credit or exchange any installed equipment unless directed to do so by its manufacturer, whose determination is final.
4. Benco reserves the right to cancel any warranty in the event that customer is more than 90 days past due on its equipment account with Benco.

B. WARRANTY EXCLUSIONS, LIMITATIONS AND DISCLAIMERS:

1. Benco DOES NOT GRANT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES SPECIFICALLY STATED IN THESE TERMS AND CONDITIONS, AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A SPECIFIC PURPOSE; WARRANTY OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
2. **DISCLAIMER OF DAMAGES:** Benco's total liability for damages related to the supply of its goods and services shall be limited to the total amount paid by Purchaser for such goods or services. Under no circumstances will Benco have any liability for incidental, consequential, indirect, and special or punitive damages. These damages include but are not limited to loss of profits, loss of use of the goods, damage to property, and claims of third parties.
3. Benco shall not be responsible for damages associated with data loss or computer/ equipment damage associated with computers; computer networks; or software provided and/or installed by Benco which may arise out of computer hacking; viruses, malware, and spy ware; network security breaches, etc.
4. In the event that used equipment is being purchased, such equipment is being sold "as is" and Benco makes no warranties of any kind, express or implied relative to such equipment.

C. RELATIONSHIP WITH CONTRACTORS/TRADESPeOPLE

1. Inspections by Benco of office renovations associated with equipment installations may be necessary in order to review progress, answer questions and update the installation date. Benco includes three on-site job inspections at no charge, and may invoice for additional inspections at its prevailing rates. Benco must receive five (5) days' notice prior to each inspection.
2. Purchaser and contractors must adhere to Benco-approved specification plans setting forth the requirements necessary to properly install the equipment. Additional costs and delays due to deviation from specification plans are the responsibility of Purchaser.
3. Equipment installation will begin when Benco's final inspection verifies that contractors have properly completed all work.
4. Purchaser must have a responsible person present during delivery and installation of the equipment.
5. Purchaser will have tradespeople present for installation as necessary. All costs are Purchaser's responsibility.
6. Plumbing, carpentry and electrical work are the responsibility of the Purchaser's contractor(s) and must be completed according to Benco's plans and the manufacturer's specifications as well as in compliance with all state and local

codes. Benco will invoice Purchaser at its prevailing rates for finishing any uncompleted portion of the contractor's job required by Benco specifications.

7. Benco disclaims all responsibility for work performed by persons other than its own employees or agents. Purchaser agrees to indemnify and hold Benco harmless for any damages, injuries, negligence, or liability of any kind to persons, invitees, or property caused by the actions of any person other than a Benco employee or agent.

D. CHANGES, DELIVERY AND/OR CANCELLATION

1. If Purchaser cancels or modifies this agreement after 10 working days from execution, Benco reserves the right to: a) require an additional deposit, b) invoice for special work (i.e. plans, inspections, installations, warehousing) and custom items, and c) apply a minimum 20% restocking charge. Any deposit will be applied toward these additional charges.
2. Benco will make every effort to accommodate changes to equipment orders; however, most dental equipment is custom manufactured, and changes may delay delivery/installation and/or result in additional charges.
3. After confirmation of the installation date, Purchaser is responsible for any direct fees (i.e. manufacturer restocking charges or change fees, design or architectural fees, additional shipping costs, etc.) related to changes. On special-order items, Benco may apply an additional restocking fee.
4. Benco will charge a storage fee of 1½% of invoice price per month on any equipment not claimed within 30 days of confirmed installation date.
5. Delivered equipment is not returnable unless the return is approved by the manufacturer. Any costs associated with any such return are the sole responsibility of the Purchaser.

E. INSTALLATION

1. Benco will make every attempt to accommodate Purchaser's installation schedule, but may adjust installation dates following confirmation due to scheduling issues.
2. Benco requires the installation and proper use and maintenance of a water pressure reduction valve and master water filter shut-off valve on all water lines that supply dental equipment and failure to properly install such equipment, as well as the failure to properly deactivate the shut-off valves on a daily basis, may result in serious water damage, equipment failures, business interruption and other damages. Benco shall not be responsible for any such damages and Purchaser agrees to fully indemnify, defend and hold Benco harmless for any warranty claim or liability to persons or property, in the event Purchaser fails to properly install water pressure reduction valves and/or fails to deactivate all shut-off valves at the end of each workday.
3. There will be an installation fee for all equipment / software that was not purchased from Benco.
4. Purchaser is solely responsible for any software upgrades that may be required.
5. Any requested manufacturer equipment training will be scheduled by the manufacturer's representative, post installation.

F. MOVING

1. Within present location, Benco will disconnect, move, and reconnect existing equipment. Billing for parts and labor will be at Benco's prevailing rates.
2. Purchaser must hire a professional moving company to move existing equipment from one location to another. Benco will disconnect present equipment and reconnect equipment at the new location. Billing for parts and labor will be at Benco's prevailing rates.
3. Due to the delicate nature of dental equipment that has been in operation (ex. in-line sediment that collects in water lines, electrical connections, worn seals, etc.), it is possible that disconnection, relocation and reconnection of dental equipment may result in damage to or malfunction of such dental equipment. While Benco will use its best efforts to avoid any such damage, Benco shall not be responsible for any damage to or malfunction of Purchaser's dental equipment which occurs during or as a result of disconnection, relocation and reconnection.
4. If it is necessary for Benco Dental to remove old equipment from the dental office, the Purchaser understands and agrees that unless he/she requests in writing that specific dental equipment be saved, the equipment will be disposed of and Benco Dental will not be able to recover such dental equipment. Additional charges for disposal of equipment may apply.

G. FORCE MAJEURE

1. Delays, failures or additional expenses caused by FORCE MAJEURES such as fire, flood, strike, labor disputes, civil or military actions, etc. are purchaser's sole responsibility.

H. DISPUTES

1. All disputes relating to this contract and/or the purchase, delivery, installation, and operation of the equipment shall be tried in a court of competent jurisdiction in Luzerne County, Pennsylvania pursuant to Pennsylvania law notwithstanding its choice of law provisions. Subject to the limitations set forth in Section C.3 above, the prevailing party in such litigation shall be entitled to attorney's fees, costs and interests on any amounts owed.

I have read and agree to the above terms and conditions.

Initials: _____



Disclaimer and Performance Waiver

∞ Disconnecting and Reconnecting of Dental Equipment

Due to the delicate nature of dental equipment that has been in operation; i.e. in-line sediment that collects in water lines, electrical connections, worn seals, etc., it is possible that disconnection and reconnection of dental equipment may result in damage to or malfunction of such dental equipment. While Benco pledges to use its best efforts to avoid any such damage, Benco Dental shall not be responsible for any damage to or malfunction of customer's dental equipment, which occurs during or as a result of disconnecting and reconnecting.

∞ Moving

Customer is responsible for retaining the services of a professional moving company to move existing equipment from one location to another. Benco will disconnect the equipment that is to be relocated and reconnect this equipment at the new location. Billing for any parts and labor associated with the disconnect / reconnect will be at Benco's prevailing rates.

∞ Equipment Installation - Water Filter Shut off Valve required

Benco requires the installation and proper use and maintenance of a water pressure reduction valve and master water filter shut-off valve on all water lines that supply dental equipment. Failure to install proper water pressure reduction valves and shut off devices, as well as failure to properly deactivate the shut-off valves on a daily basis, may result in serious water damage, equipment failures, business interruption and other damages. Benco shall not be responsible for any such damages and customer agrees to fully indemnify, defend and hold Benco harmless for any warranty claim or liability to persons or property, in the event that customer fails to properly install water pressure reduction valves and/or fails to deactivate all shut-off valves at the end of each workday. In the event of a water loss if it is to be contended that Benco is responsible in any matter whatsoever, the customer must notify Benco immediately and permit Benco to inspect the cause of water loss prior to repair. Benco shall inspect the cause within one business day.

∞ Disposal of existing/old dental equipment

If it is necessary for Benco Dental to remove old equipment from the dental office, the customer understands and agrees that unless he/she requests in writing below that specific dental equipment be saved, the equipment will be disposed of and Benco Dental will not be able to recover such dental equipment. The customer can not hold Benco Dental liable for the disposal of such dental equipment. Additional charges for disposal of equipment will apply.

Equipment to be retained and turned over to customer :(Fill in equipment list here)

I have read, understand and agree to all of the terms and conditions within this disclaimer/waiver.

Customer Signature: _____

Date: _____

Dental equipment is fragile. Carelessly moving existing unboxed equipment may lead to future malfunctions. It should ONLY be transported by licensed, insured professional movers.



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Qty	Item #	Mfgr	Item Description	Retail	Net Price	Ext Price
<i>Patient Dental Chair with delivery units and stools</i>						
1	3939-866	ENGLE	300 SERIES WIDEBACK CHAIR UPHOLSTERY COLOR: tbd	\$6,995.00	\$5,657.72	\$5,657.72
1	4701-708	ENGLE	UPHOL UL SEAMELESS COMPLETE KT	\$600.00	\$0.00	\$0.00
1	4508-052	ENGLE	360 AUTO CTRL DELIV SYS L/R	\$5,395.00	\$2,495.59	\$2,495.59
1	5240-599	ENGLE	Touchpad Assembly Standard E300	\$425.00	\$0.00	\$0.00
1	4197-120	ENGLE	360 ASST VACUUM DELIV SYS SURF	\$1,995.00	\$735.29	\$735.29
1	4970-669	ENGLE	E300 LED LIGHT SYSTEM	\$3,095.00	\$1,839.34	\$1,839.34
1	4534-327	ENGLE	STOOL DRS DELUXE UPHOLSTERY COLOR: tbd	\$895.00	\$728.57	\$728.57
1	4534-336	ENGLE	STOOL ASSISTANT DELUXE UPHOLSTERY COLOR: tbd	\$995.00	\$823.53	\$823.53
<i>Mechanical Room</i>						
1	3887-225	MIDMA	P21 OIL-LESS COMP 115V 1-3USR	\$6,755.00	\$4,221.88	\$4,221.88
1	3925-031	MIDMA	CLASSIC PUMP 1HP 3U NO RECY	\$3,115.00	\$1,946.88	\$1,946.88
1	1810-417	MIDMA	MASTER CTRL PANEL AIR/VAC/H2O	\$399.00	\$249.38	\$249.38
<i>SURGICAL HANDPIECE</i>						
1	1915-788	PALIS	IMPACT AIR 45® #403 Highspeed Handpiece 4 Hole	\$879.00	\$761.90	\$761.90
<i>STERILIZATION</i>						
<i>Autoclave and Ultrasonic Cleaner</i>						
1	2198-169	MIDMA	M11 UltraClave® Automatic Sterilizer 115V	\$8,309.00	\$5,815.44	\$5,815.44
1	5179-595	MIDMA	QUICKCLEAN 1.2GAL TABLETOP UNT	\$1,400.00	\$1,031.43	\$1,031.43

Subtotal : \$26,306.95

Freight : \$490.28

Tax : \$0.00

Total Invested : \$26,797.23

I have carefully reviewed the terms described above and stipulate that both the model numbers and pricing are correct and as agreed upon. I accept this agreement as presented or with the changes indicated above.

Benco Representative

Purchaser

Date