

Sales Order Agreement

Mt. Diablo Unified School District 1936 Carlotta Dr

Concord CA 94519-1358

Date 4/20/2023

Main Contact Elizabeth McClanahan

P.O. #

Sales Rep Martin Soares
Sales Type Net New Placement

				Sales Type Net New Placement					
Ship To				Bill To					
Mt. Diablo Unified School District				Mt. Diablo Unified School District					
1936 Carlotta Dr				1936 Carlotta Dr					
Concord, CA 94519-1358				Concord, CA 94519-1358					
Contact:	Elizabeth Mo	Clanahan		Billing Contact:	Elizabeth M	1cClanahan			
	(925) 682-80			Phone/Fax:	(925) 682-8	3000 /			
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Purchase Order:				Approx Delivery Date		3/31/2023			
Account Type:	Net Ne	ew Placer	nent	Lease Months	S:	Monthly Payment:	\$0.00		
Quantity	Product #			Description		Unit Price	Total Price		
44	HP E42540F	HP Mono L	aserJet E425	40F Managed MFP HP Mond	LaserJet E42	\$860.00	\$37,840.00		
44	PICKUP			40F Managed MFP PICKUP		\$0.00	\$0.00		
44	SERVICE TEC			40F Managed MFP Service	\$0.00	\$0.00			
44			e Delivery an	<u> </u>	·	\$0.00	\$0.00		
44		E-Waste D	,			\$0.00	\$0.00		
			·						
	Comments/Special Instruction					Subtotal	\$37,840.00		
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type		Delivery/Installation			
9:30:00 AM	0 No	No	Yes	RMC Truck		TOTAL AMOUNT	\$37,840.00		
	Del	livery Instr	uctions		Less				
Dan Tanna at 10 1'''	f Ob - 1 11 1	Llimb C !	District D')I.	Payment _	(Check #:)			
Per Terms and Condition	s of Shasta Union	High School	District Piggy E	Заск					
						AMOUNT DUE	\$37,840.00		
	Special Pay	ymen <u>t Terr</u>	ns & Due D	ates			, ,		
			_			PLUS APPLICABI	<u>E TAXES</u>		
Warranty/Main	tenance Agre	ement	Yes	No *Please select					

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Dealer, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer. Payment terms for this order are NET10.

Initial here

Custom	er Acceptance		Dealer Representative			
Authorized Signature/Date	Print Name	Title	Signature	Date		
X						

UBEO West, LLC Terms and Conditions

UBEO West, LLC EQUIPMENT ORDER - TERMS AND CONDITIONS

- 1. The terms on this Equipment Order Form constitute the entire agreement between the purchaser and the seller. No other representation, statements, or warranties not contained herein shall be relied upon by the buyer (or seller) unless made by mutually agreed upon written amendment to this agreement. This is a binding order, not subject to cancellation.
- 2. Payment terms are upon receipt of invoice unless otherwise specified. Late charges of 1.5% per month on the outstanding balance will be added if payments are not received within 15 days of the invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Buyer agrees to pay seller a returned check charge of \$25.00 per occurrence if any of buyer's checks are returned to seller unpaid. Upon default of any payment or any other aspect of this agreement, seller may, at its option, declare the entire outstanding balance immediately due and payable. Buyer agrees to pay all of UBEO West, LLC costs in the collection of any amount due hereunder in the recovery of any property, pursuant hereto or in the enforcement of its right against Buyer, including reasonable attorney's fees, whether or not suit be brought. Customer agrees that in the event of any default of this agreement, UBEO West, LLC may remove products affected by the default from customer's premises with or without process of law.
- 3. Other than the obligations set forth herein, UBEO West, LLC disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. UBEO West, LLC shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment.
- 4. UBEO West, LLC shall be temporarily relieved of its obligation in the event that labor disturbance, acts of God, unavailability of product, or other circumstances beyond UBEO West, LLC's control prevent UBEO West, LLC from fulfilling the terms of this agreement.
- 5. No goods may be returned without UBEO West, LLC's approval or prior written consent. A) Only consumable goods invoiced within 60 days will be considered for return. B) On authorized returns, buyer agrees to pay a restocking charge equivalent to 30% of the purchase price. C) Merchandise returned without authorization may not be accepted at the receiving dock, and is the sole responsibility of the buyer. D) all non-saleable merchandise (that has been partially used or opened) will be deducted from any credit amount due the buyer.
- 6. All claims regarding shipments and receipt of goods must be made within 7 days of delivery.
- 7. Applicable taxes shall be added to the purchase price unless the customer has supplied a tax exemption or resale certificate (prior to shipment) acceptable to the proper taxing authorities.

INSTALLATION AND ELECTRICAL REQUIREMENTS

Buyer acknowledges that they have been informed of the manufacturers recommended space and electrical requirements for the equipment listed above. Failure to comply with the manufacturer specifications may void any warranties. Customer has been informed that a surge protector is recommended to protect their electronic investment from power disturbances. Said surge protector should have network protection for systems installed in a networked configuration. Customer will be responsible for damage sustained due to inadequate protection from power disturbances.

4/18/2016