



California Sales & Service - Sherman Oaks
Phone 818-506-0339 / Fax 818-301-2588
jsweigart@collaborationsolutions.com

Quotation

Number: SO8379

Customer: Newhall School District

Date: 10/09/2017

Page: 1 of 2

Quote Name: Newhall PD

Bill To:

Newhall School District
25375 Orchard Village Rd
Valencia, CA 91355

Ship To:

Newhall School District
25375 Orchard Village Rd
Valencia, CA 91355

Quote Expires:

11/09/2017

Account Executive:

Joseph Sweigart

Payment Terms:

Net 30

Shipping Method:

Item	Description	Quantity	Price	Total
Professional Development	PD Integration training: on site training around Day 1 training of technology and software training. Besides on site there will be video, email, and phone support. Minimum 90 minute training sessions, total 7 hours	1	\$ 1,750.00	\$ 1,750.00
Subtotal				\$ 1,750.00
Taxes				\$ 0.00
Shipping				\$ 0.00
Total				\$ 1,750.00

Signature: _____ Date: _____

To Order: For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@collaborationsolutions.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

Return Policy: Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Additional Terms and Conditions: By accepting this quote, the Client agrees to the Terms and Conditions attached below.

Past due invoices are subject to a 1.5% monthly interest charge

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TERMS AND CONDITIONS FOR SALE OF GOODS:

- 1. Quote.** These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Collaboration Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
- 2. Goods.** Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
- 3. Payment.** Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
- 4. Shipping.** Goods are sold F.O.B. destination, title and risk remain with the seller until it has delivered the goods to the location specified in the contract.
- 5. Taxes.** Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
- 6. Delivery.** The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.
- 7. Shipment Under Reservation.** Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.
- 8. Packaging.** Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.
- 9. Warranty.** Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.
- 10. DISCLAIMER AND LIMITATION OF LIABILITY.** EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.
- 12. Risk of Loss.** The risk of loss of the Goods shall pass to buyer as soon as the Goods are tendered to buyer. In the event the Goods are destroyed or damaged, in whole or in part, prior to the time the risk of loss passes to buyer, this agreement shall be voided and buyer excused from all obligations hereunder. If the loss is partial, buyer shall have the right to accept that portion of the Goods which conform to the agreement.
- 13. Rejected Goods.** In the event buyer rejects any shipment of the Goods, and elects to accept only a part thereof, it is agreed that the portion of Goods rejected shall be returned to Seller within thirty (30) days of the invoice date and shall be at the expense and risk of buyer. Seller shall have the right in its discretion either to replace the rejected Goods or to refund the purchase price applicable thereto. All returns shall be subject to a re-stocking fee of twenty five percent (25%) of the purchased price of the products being returned and freight charges will apply.
- 14. Termination.** Seller may, in its sole discretion, terminate this agreement and/or refuse to make any further deliveries, if buyer (i) fails to comply with any of these terms and conditions, (ii) becomes insolvent, (iii) violates any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Custom Goods, (iv) makes any assignment for the benefit of creditors, or (v) is adjudged bankrupt.
- 15. Buyer's Remedies.** In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.
- 16. Assignment.** Neither party may assign this agreement without the prior written consent of the other party.
- 17. Force Majeure.** Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.
- 18. Choice of Law; Venue.** This agreement and all of the rights and obligations of the parties hereto, are governed by the laws of the State of California. The parties agree that any and all lawsuits shall be filed in the County of Los Angeles. All disputes shall be submitted to non binding mediation prior to the filing of any lawsuit.
- 19. Authority.** Buyer represents and warrants that (i) it has the full right, power, and authority to enter into this agreement and perform all of the obligations herein, and (ii) the person signing on behalf of buyer has the complete power and authority to bind the buyer to this agreement.
- 20. Entire Agreement.** Once accepted, these terms and conditions, along with the Quote, constitute the entire agreement between buyer and Seller with respect to the Goods and may not be modified except by a writing signed by both parties.