



## Sales Agreement

PO Box 6798  
Wyomissing, PA 19610-6798  
610-372-8414  
Order No. \_\_\_\_\_

57251

TERMS EQUIPMENT 30% WITH ORDER - BALANCE NET 30

### Bill To ("Customer", "You", "Your", "Purchaser")

Name Manheim Township School District  
Address 450A Candlewyck Road  
Dept/Floor Business Office  
City Lancaster State PA  
Phone 717-560-3104 Fax \_\_\_\_\_  
Zip Code 17601  
Contact Laura Heikkinen  
Email heikkila@mtwp.net

### Ship To

Name Manheim Township School District  
Address 450A Candlewyck Road  
Dept/Floor Business Office  
City Lancaster State PA  
Phone 717-560-3104 Fax \_\_\_\_\_  
Zip Code 17601  
Contact Laura Heikkinen  
Email heikkila@mtwp.net

Customer Account/ERP  
LN0116

Purchase Order No. \_\_\_\_\_

Ship VIA \_\_\_\_\_

Requested Delivery Date \_\_\_\_\_

### Equipment Description

QTY	SKU NO	EQUIPMENT DESCRIPTION	SERIAL NO	SUBTOTAL
27	A5YN017	bizhub 654e Printer/Copier/Scanner		Lease
10	A55V017	bizhub 754e Printer/Copier/Scanner		
10	A03NWX2	sheets/Letter)		
26	A3EPWY1	FS-534 50-Sheet Stapling Finisher		
1	A61G011	Bizhub 284e Printer/Copier/Scanner		
1	A2XWY2	PC-210 2-way Paper Feed Cabinet		
1	A2YUWY1	FS-533 Inner Finisher		
1	A3CFWY1	Feeder		

\*See Attached EQUIPMENT SCHEDULE FOR ADDITIONAL ITEMS

### EQUIPMENT TRADED IN

QTY	EQUIPMENT DESCRIPTION	SERIAL/ID	TOTAL EQUIPMENT SALES	\$	-
			(-TOTAL TRADE IN )	\$	-
			(SETUP, DELIVERY, INSTALL)	\$	-

### SERVICE/SUPPLIES AGREEMENT

☒ I AGREE TO ACTIVATE THE TERMS AND CONDITIONS UNDER THIS SERVICE AGREEMENT AND I HAVE RECEIVED AND READ THE ADDITIONAL TERMS

Buyer's Init. AND CONDITIONS APPEARING ON PAGE TWO.

TERM FOR SERVICE/SUPPLIES \_\_\_\_\_ B/W \$ 3,280.00 Beginning Meter (B/W) \_\_\_\_\_ 0  
COLOR \$ \_\_\_\_\_ Beginning Meter (Color) \_\_\_\_\_

PAYMENT FREQUENCY MONTHLY

BALANCE DUE (PURCHASE PRICE) \$ \_\_\_\_\_ -

Effective Dates: From \_\_\_\_\_ Jul-15 \_\_\_\_\_ Jul-20

Contract Type: ☒ Total CPC ☐ Parts & Labor Only ☐ Other

### PRINT CHARGES AND METER COLLECTION

☐ **PRINT ALLOWANCE CHARGES AND OVERAGES.** You are entitled to make the number of B&W prints shown below under B&W Prints included and Color prints shown below under Color Prints Included each month during the term of this agreement. If you make more than the allowed prints in any month, you will pay us an additional amount equal to the number of the excess prints made during such month multiplied by the applicable Excess Per Print Charge. Regardless of the number of prints made in any month, you will never pay less than the Monthly base payment amount. You agree to provide us with the actual meter readings on any business day of each month as designated by us, provided that we may estimate the number of prints used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess prints upon receipt of actual meter readings.

B&W PRINTS INCLUDED 800000 COLOR PRINTS INCLUDED n/a  
EXCESS B&W PRINT CHARGE 0.0041 EXCESS COLOR PRINT CHARGE n/a METER FREQUENCY: **overages billed semi-annually**

We can provide a service to collect device meters and monitor device status that assists in providing accurate and timely billing and certain preventative maintenance services. A devices management utility must be installed on a single server or workstation sharing the same domain as the device(s) Please select the appropriate option below:

- ☒ You agree to allow us to install a device management utility for the purpose of collecting meters and monitoring device status. You also agree to assist us in continued operation of the device management utility throughout the term of this agreement
- ☐ You choose to not have us install a device management utility. You understand that you will be responsible for reporting device meters within five days of the billing cycle end date, and you also understand and agree that if it becomes necessary to estimate meters for the period greater than 90 days that you may be subject to a meter collection fee.

### Contract

YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO A PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

### CUSTOMERS AUTHORIZED SIGNATURE

(As Stated Above)

X

### PROVIDER

Edwards Business Systems

Nicole Behn

Director Of Education Programs

1292014

SIGNATURE

PRINT NAME & TITLE

DATE

#### ADDITIONAL TERMS AND CONDITIONS

- 1 Edwards Business Systems (EBS) shall provide all service calls necessary to maintain equipment in good and proper working condition within the operating guidelines provided by the manufacturer. All service will be provided during normal business hours (8:30 am-5:00 pm, Monday - Friday). Exceptions shall be noted under Special Provisions. Should you, the customer, request service to be performed after our normal business hours, you agree to pay our prevailing current after-hour service rate at that time.
- 2 There will be no additional charge for normal replacement parts. If you require service due to a malfunction caused by the operators of the equipment, EBS can, at their discretion, bill for the service call plus parts and labor at the current rates and you agree to pay those charges. You shall pay for these parts at the current pricing for rate changes. For contracts including supplies, EBS will provide supplies based on the manufacturers' yields. If additional supplies are needed based on the customers' usage the customer must purchase the additional supplies at published rates. Toner provided under this agreement stored at customer location is the property of EBS. EBS reserves the right to take a physical inventory of stored toner during normal business hours. Covered supplies in customer possession at contract termination must be returned to EBS.
- 3 Repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, acts of God, or other casualty, repairs, or moves made by service personnel other than those of EBS are not covered by the standard rates set forth in this Service Agreement. Charges for repairs or replacements due to the foregoing shall be borne by you.
- 4 EBS shall not be responsible for delays or inability to service or inspect the equipment caused directly or indirectly by strikes, accidents, embargoes, acts of God, or any other event beyond its control. EBS warrants that it shall perform its services in a workmanlike manner. EBS MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO ITS SERVICES. EBS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES. IN NO EVENT SHALL EBS/EBS BE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE SERVICE FEES THAT YOU PAID DURING THE PERIOD OF THIS CONTRACT DURING WHICH ANY CLAIM MAY ARISE.
- 5 This agreement becomes effective on the date specified on the invoice, provided EBS has received payment for the agreement. If the customer does not pay all open invoices promptly when due, EBS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates. In addition, you agree to pay EBS' costs and expenses of collection including the customary attorney's fee permitted by law. This agreement shall remain in force for the period specified in the Service Agreement and will automatically renew for consecutive periods of equal duration unless either party notifies the other of cancellation, in writing, at least 30 days prior to the end of the then current period. The customer agrees to pay the then current rate at the beginning of each contract period. You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage and overage charge to cover increase cost of labor, parts and supplies.
- 6 This agreement is not transferable to a third party without prior written consent, which may be withheld in the sole discretion of the party from which the consent is requested. If the equipment is traded in on new equipment from EBS, any unused portion of the yearly contract will be prorated and applied to your account. In order to adequately protect this equipment from power related problems, it is necessary that a properly functioning power protection device at least equal in quality to the ESP Digital CQ be attached to this equipment at all times. In the absence of a power protection device, EBS will not be responsible for damage to electrical components. THROUGH TESTING AND STUDIES, IT HAS BEEN MADE EVIDENT THAT USE OF SOME INFERIOR SUPPLIES INCREASE SERVICE CALLS. THEREFORE, DAMAGES ARISING FROM USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY EBS OR THE MANUFACTURER ARE NOT COVERED BY THE STANDARD RATES SET FORTH IN THIS SERVICE AGREEMENT.
- 7 The standard rates under the Service Agreement shall not cover repairs arising from use of the equipment under other than normal operating conditions or outside of normal design capacities, as determined by EBS in its sole discretion, except as noted under Special Provisions. You agree to pay EBS our prevailing chargeable rate for any services required to keep the equipment operating in good working order to abnormal operating conditions. Should the scan volume exceed print/copy volume by more than 125%, EBS may charge a per scan rate of .005 for scans in excess of print/copy volume on an annual basis.
- 8 Connection of this equipment as a printer or scanner is defined on the EBS Scope of Work. Any additional work outside this Scope of Work will be performed at our established hourly rate. It is the responsibility of the Client to provide EBS meter readings from the equipment on a monthly basis. For connected units the meter readings will be collected electronically via software that will be installed on the client's server which must be connected to the Internet 24 hours a day 7 days a week.
- 9 This Agreement constitutes the entire Agreement between you and EBS regarding the equipment described herein, and, unless otherwise stated herein, may not be modified other than in a writing executed by both parties. The foregoing terms and conditions shall prevail notwithstanding any variance with its terms and conditions of any order submitted by you or any verbal commitment made by any employee of EBS in respect of EBS's obligations covered by this Agreement. This Agreement shall bind each party's successors and permitted assigns. Except with respect to obligations to pay EBS, this Agreement is severable. This Agreement shall be governed by the laws of the state the equipment is installed, without regard to its conflicts of law principles.

## EQUIPMENT SCHEDULE

[illegible]

## VERIFICATION

The undersigned hereby verifies that the information on this Schedule is complete and correct. The undersigned also acknowledges having received a copy of this Schedule.

**X**

CUSTOMER

SIGNATURE

PRINT NAME &amp; TITLE

DATE \_\_\_\_\_