



6/19/17

Dear Mr. Walla

The below details the time and materials as agreed:

Time & Materials Agreement:

Cummins Allison agrees to provide services to Lancaster County on a time and materials basis for the term of the contract. Service rates are \$190.00 per hour for the first hour plus parts, and \$100.00 per hour for the second hour and thereafter plus parts. Cummins Allison shall invoice Lancaster County following the return of the equipment and testing by Lancaster County. Lancaster County will remit payment to Cummins Allison within 30 days of receipt of invoice and approval of repairs.

Richard Awender: Service Manager

A handwritten signature in black ink, appearing to read 'R. Awender', written over a horizontal line.

Robert Keitges: Sr. Sales Consultant

A handwritten signature in black ink, appearing to read 'R. Keitges', written over a horizontal line.



SOE

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

Ship To ID: 47704 * 1

Lancaster County Sheriff
Justice and Law Enforcement Center
575 S. 10th St
Lincoln ST. NE Zip 68508

Attn: Chris Laird
 Phone: 402-441-8698

CA Order No.	Reference No. RK64 0617 011
Customer No. 47704	Date 6/19/2017

Bill To #: 47704
Lancaster County Sheriff
Justice and Law Enforcement Center
575 S. 10th St
Lincoln St. NE Zip 68508

Attn: Capt. John Vik
 Phone: 402-441-8897
 Fax: 402-441-8320

<input checked="" type="checkbox"/> Factory Order <input type="checkbox"/> Field Sale	Ship To: <input type="checkbox"/> Branch <input type="checkbox"/> Cust <input checked="" type="checkbox"/> Special	County <u>Lancaster</u>	PO Number
Ship Method	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 <input type="checkbox"/> Liftgate Req'd (no dock) <input type="checkbox"/> Appointment Req'd <input type="checkbox"/> None	Needed: <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 506
Sell Branch # <u>1564</u> Name: <u>Des Moines</u>	Sales Rep <u>508</u> Name: <u>Bob K</u>	Sales Rep 2 # Name:	Service Branch No. <u>1664</u>
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	CA Direct Price	Discount	Net Price	Contract Y
480-9310-00	ifx 131 Currency Scanner		1		2695.00		2695.00	y
122-0431-00	SNBC Impact Printer		1		375.00		375.00	
750-0657-01	6 ft Cable		1		40.00		40.00	
406-0173-01	Cable Adapter		1		27.00		27.00	

CTD1	Notes:	Sub-Total	\$3,137.00
CTD2		Freight	Additional
CTD3		Tax	Additional
CTD4		Down Payment	
CTD5		Total	\$3,137.00
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: 6/19/2017 Purchaser's Name: Lancaster County Sheriff
 Sales Rep Signature: [Signature] by _____ Title: _____

1. SALE OF EQUIPMENT

Cummins Allison ("CA") shall sell to BUYER the equipment (the "Equipment") described on the cover page of this Agreement F.O.B. CA'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 this form. Delivery of the Equipment by CA to the carrier at the point of shipment shall constitute delivery to BUYER, subject to a security interest of CA for the unpaid purchase price. CA may withhold delivery if BUYER is in default to CA on this or any other order. CA 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 CA which shall hinder CA'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 CA's attorneys' fees and other costs associated with collecting amounts owed. Any taxes with respect to the purchase price (other than taxes based on CA's net income) shall be paid by BUYER.

4. SECURITY INTEREST

BUYER hereby grants to CA 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 CA'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 CA 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

CA 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 CA 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 CA.

6. EQUIPMENT WARRANTY

The Equipment shall conform to the specifications set forth in CA's Quotation or published specification sheets. No changes in specifications shall be made without the written consent of CA. CA 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 CA, THE WARRANTY PERIOD FOR EQUIPMENT MANUFACTURED BY CA AND PAPER SHREDDERS IN THE UNITED STATES IS ONE (1) YEAR PARTS, NINETY (90) DAYS LABOR FROM THE DATE OF DELIVERY, AND THE WARRANTY PERIOD FOR ALL OTHER EQUIPMENT NOT MANUFACTURED BY CA IS NINETY (90) DAYS PARTS, NINETY (90) DAYS LABOR FROM THE DATE OF DELIVERY. CA'S OBLIGATIONS UNDER THIS WARRANTY ARE LIMITED TO REPAIR OF THE EQUIPMENT AND REPAIR OR REPLACEMENT OF ANY OF ITS PARTS REASONABLY DETERMINED BY CA TO BE DEFECTIVE.

The parts warranty for repair work is the longer of ninety (90) days or the original parts warranty period. The labor warranty for repair work is the longer of thirty (30) days or the original equipment labor warranty period.

This equipment warranty does not cover software included in Equipment (hereafter, the "Software") or coin sort disk wear, which are covered by separate warranties

If the Equipment is located within a CA Customer Service area and is covered by a Maintenance Agreement entered into with an authorized CA representative at the time of purchase, any material or workmanship found defective will be replaced or repaired at CA's option, without charge, at any time during the Maintenance Agreement Period (excluding consumables).

7. SOFTWARE WARRANTY

CA warrants that it has the right to grant a license for use of the Software. CA warrants for a period of ninety (90) days from the date of sale of its Equipment that the Software will substantially conform to the functionality described in the specifications referred to in the Equipment Warranty (above). This warranty is void if a Software error or malfunction is caused by modifications of the Software, by unauthorized installation of additional software or software updates in a manner other than allowed by the CA's published policies regarding such installation, by equipment not made by CA, 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. Any violation of these terms may result in time and material charges for CA'S personnel to restore the machine to its original working condition.

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 CA'S MAINTENANCE) OR (2) IF AFTER REPEATED EFFORTS, CA DETERMINES AND NOTIFIES BUYER THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, BUYER MAY RETURN THE EQUIPMENT TO CA 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 CA of the Equipment. All claims of BUYER shall be made in writing by certified mail, return receipt requested, addressed to CA 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 CA'S prior written permission or has been subjected to any accident, casualty, acts of God, misapplication, alteration, abuse, misuse or adverse operating conditions. The warranties herein shall not apply to Equipment or Software sold outside the United States, for which CA'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 CA, 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.

CA 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, WHETHER OR NOT CA WAS APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. CA'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. THE STATED WARRANTIES ARE THE EXCLUSIVE REMEDY TO WHICH BUYER IS ENTITLED. REPAIR OR REPLACEMENT SHALL BE BUYER'S SOLE REMEDY UNDER THESE WARRANTIES.

10. DEFAULTS AND REMEDIES

If BUYER fails to pay any amount to CA 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 CA, BUYER shall be in default and CA 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

CA shall defend and settle, at its own expense, any claim or suit against BUYER alleging any Equipment or Software sold or licensed by CA in the form delivered (but not the use thereof) infringes any U.S. patent, trademark or copyright of a third party ("THIRD PARTY RIGHT"), provided, however, that BUYER notifies CA promptly in writing of any claims and permits CA to conduct and control the defense or settlement of any legal action.

In the event the Equipment of Software is held to infringe a Third Party Right, and further use thereof by BUYER is prevented by a court or other legal authority, or, in CA's opinion the same may be prevented, CA may elect, at its sole option, to do any one (1) of the following which shall constitute BUYER'S sole and exclusive remedy: acquire a license to such Third Party Rights which authorizes BUYER to continue to use the Equipment or Software; modify the Equipment or Software alleged or held to infringe so as to make them non-infringing; or accept return of the Equipment or Software subject to such Third Party Rights and refund the amount paid by BUYER for the Equipment or Software, less a reasonable allowance for the use made thereof prior to such return.

CA's liability to BUYER for infringement of Third Party Rights (excluding CA's attorney fees) shall in no event exceed the amount paid to by BUYER to CA for the Equipment or Software in question. This Part constitutes the entire agreement of the parties concerning intellectual and/or industrial property rights owned by third parties, and the remedy provided to BUYER in this Part shall be BUYER'S sole and exclusive remedy for any alleged infringement of any third party's intellectual and/or industrial property rights.

12. LIMITATIONS OF ACTIONS

No action shall be maintained by BUYER against CA unless written notice of any claim alleged to exist is delivered by BUYER to CA 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 CA 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 CA. 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 CA, 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 CA'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 CA. BUYER agrees to include CA'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 CA.

15. POWER REQUIREMENTS

BUYER shall be responsible for providing electrical power which complies with CA's specifications and is protected by a circuit breaker in accordance with applicable local electrical code. Electrical power supply conditions contrary to the CA's specifications may result in improper operation and / or Equipment damage for which CA shall bear no responsibility under any warranty or Preventative Maintenance Agreement.

I have read and agree to these Terms

Buyers Initials _____

Date: _____