

Alternative Mailing & Shipping Systems, Inc.

2000 E. Randol Mill Rd. STE 610, Arlington, TX 76011 (817) 226-4646

Date Prepared

8-15-13

Work Order No.

Purchase Order No.

SALES AGREEMENT EQUIPMENT MAINTENANCE AGREEMENT DEMO EQUIPMENT

BILL TO **INSTALL AT (if different)**

Business Name <i>Johnson County Judges Office</i>	Business Name <i>Johnson County Courthouse</i>
Address <i>2 Main St</i>	Address <i>204 S Buffalo Ave</i>
City/State/Zip+4 <i>Cleburne TX 76033</i>	City/State/Zip+4 <i>Cleburne TX 76033</i>
[Redacted]	[Redacted]
[Redacted]	[Redacted]

1	DM 900 G	Automatic Digital Mail System			
1	USPO	Power Stackers			
1	LRPG	Laser Report Printer			
1	MP30	Platform Scale			
		Annual Maintenance Agreement			
		Effective Date:			
		<i>10-01-13 thru 09-30-14</i>			4725.00

POST OFFICE LOCATION:	ZIP CODE:	ORDER METER? <input type="checkbox"/> YES <input type="checkbox"/> NO	MFG.:	MODEL NO.:	SUBTOTAL → 4725.00
Continued onto another contract? Yes <input type="checkbox"/> No <input type="checkbox"/>	Requested Installation Date:		Sales Rep / Split:		SALES TAX →
Agreement No.	*Equipment Maintenance Agreement: Terms of agreement are shown on the opposite side and will prevail notwithstanding any variance with terms and conditions of any buyers order.				% SHIPPING & HANDLING →
					% TOTAL → 4725.00

[Signature] 10/15/13 *Roger Harmon* County Judge

Alternative Mailing & Shipping Systems Use

EMS INFORMATION			PICK UP INSTRUCTIONS			METER / MACHINE INFORMATION		
Item No.	S/N	Install Date (Or EMA Start Date)	Item No.	S/N	Tag No.	Counter Reading	Meter S/N	Ascending Register
1			1					
2			2					
3			3					
4			4					

ALTERNATIVE MAILING & SHIPPING SYSTEMS, INC. TERMS & CONDITIONS

1. Product

Product, PROM, & Software Warranty Limitation. If you have any problems with this equipment within the first 90 days after installation, Alternative Mailing & Shipping Systems, Inc. will promptly repair or replace this equipment at our option. Alternative Mailing and Shipping Systems, Inc. will be responsible for the cost of material and labor necessary to repair or replace this equipment during the 90 day warranty period. Consumable parts or supplies such as ink, meter tapes or parts worn out due to extraordinary use of the equipment are not covered under the warranty.

Alternative Mailing & Shipping Systems, Inc. warrants PROMS & Software to be free from defects in material, workmanship or programming for 45 days after installation. PROM's & Software are programmed with carrier rates & calculating methods which can be specific to a carrier or a government agency. If a carrier or agency change their rates or methods within the first 45 days after installation Alternative Mailing & Shipping Systems, Inc. will update or replace the affected PROM's & Software. After the 45 Day warranty period on updating the PROM's & Software is over, all updates and replacements will be chargeable.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE MACHINES, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE EQUIPMENT IS YOUR SOLE REMEDY. WE DO NOT ASSUME RESPONSIBILITY FOR ANY DAMAGES YOU MAY INCUR BY REASON OF THE FAILURE OF OUR EQUIPMENT TO OPERATE, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

2. Repair

Repair work will normally be done on your premises during our daytime business hours, although we can provide service outside normal business hours at an additional charge. If the equipment is under our EMA or covered by our 90 day warranty, and we need to take it back to our service department, we will be responsible for all transportation.

3. Standard Terms

Installation of equipment — You are responsible for suitable power sources, access & space for installation according to our specifications.

Assignment of your rights or obligations under this agreement has to be approved by Alternative Mailing & Shipping Systems, Inc. to make sure that there is no increase in our risk of doing business.

Alternative Mailing & Shipping Systems, Inc. is in no way liable for incidental or consequential damages for nonperformance of any obligations under this agreement.

This is the entire Agreement between us. No statement or prior understandings, even if reduced to writing, or other documents are effective if they are inconsistent with this agreement or if they obligate us in any way beyond what is written here. Any terms or any other document which add to, vary from, or conflict with these terms are hereby objected to. *TERMS EMA total annual rate equals unit price times quantity. Payment terms will be specified on face of invoice.

Alternative Mailing & Shipping Systems, Inc. will make every reasonable effort to deliver the equipment as soon as possible, but cannot guarantee a specific delivery date.

This order becomes a mutually binding Agreement when accepted and scheduled at our home office; and when you intend to pay for any equipment, whether customized or not, in more than one installment. By signing this Agreement, you have created a security agreement and have given us a purchase money security in the equipment. To protect our right to retake the equipment if you have not paid for it, we may file a copy of this Agreement as a financing statement with the appropriate State authorities. You also represent that you are financially solvent and able to pay for this equipment when you are invoiced for it. The sales price does not include taxes or governmental levies on the possession use or operation of the equipment. You are responsible for paying these.

In the unlikely event we have to collect payments due from you beyond invoicing we can hold you responsible for interest at the maximum lawful rate from the due date of payment, costs of collection, and reasonable attorneys fees. Checks returned by our bank shall be considered past due and will be assessed a service charge of \$25.00 plus applicable taxes.

4. Liquidation Of Damages

If for any reason, Buyer fails to accept conforming goods, or otherwise fails to perform the duties and obligations set forth herein, Buyer will, if Seller so elects and demands, pay to Seller, as liquidated damages, and not as penalty, a sum equal to 75% of the list price of the goods, and, if shipment has been made, freight from the facility of the manufacturer and return, demurrage, cartage, loading and unloading expense, and all other similar expenses actually incurred by reason of the shipment, attempted delivery, return and/or resale of the goods. If suit is commenced to enforce the performance of any part of this agreement, Buyer shall pay to Seller a reasonable attorney's fee and costs. Said liquidated damages shall be in addition to, and in no way limit, the rights of the Seller to obtain relief in any action or proceeding in law or in equity for a breach of this agreement.

5. Equipment Maintenance Agreement

We will provide maintenance and emergency repair service as required, including new (or equivalent to new) parts and assemblies needed due to normal wear. Unless you operate your equipment during a second or third daily shift, you will pay the lowest appropriate annual rate. Rate adjustments will be made only at renewal time.

You may call for emergency repair or maintenance service during our normal working hours. There will be no hourly charges unless we perform service outside those hours. Lubricants and other materials needed to service your equipment, except, consumable supplies and rate program software for electronic scales are provided without additional charge.

Not included as normal wear is coverage for repair made necessary due to Negligence, misuse, external forces, loss of electrical power, power fluctuation, non Alternative Mailing & Shipping Systems, Inc. service and the use of supplies not meeting our specifications, any relocation of the equipment (not authorized by Alternative Mailing & Shipping Systems, Inc.) or any unusual access to equipment on site.

Where both base and measured rate charges apply, the accuracy of the information you agree to provide is essential to the continuation of the agreement. When estimated usage is the basis for a change, adjustment based on actual usage will occur in a substantial invoice.

If you acquire new equipment or an attachment to your covered equipment or add a unit to a covered integrated system, we will provide coverage for any qualifying attachment or unit and adjust your rate accordingly. If you do not elect to continue coverage on the replacement equipment, you may cancel this agreement within 30 days after the date of your renewal notice.

We will provide emergency repair and maintenance service under this agreement for one year after the effective date shown and will continue the agreement in force after that date until you or we provide the other with 30 days written notice of cancellation. If cancelled, we are not obligated to issue a credit or refund.

Your initials are our assurance that you have the authority to enter into this agreement. Our acceptance is signified when our authorized invoice is issued or by our acceptance of your payment.