Adams Remco

Count on it.

2612 Foundation Drive
South Bend, IN 46628
574.288.2113
www.adamsremco.com

Purchase Agreement

DELIVERY INFORMATION:						INVOICE INFORMATION:					
Company:	County of Kalamazoo					Company:	County of Kalamazoo				
Address:	3299 Gull Road					Address:					
City:	Kalamazoo	State:	MI	Zip:	49048	City:		State:		Zip:	
Phone:	269-373-5391	Fax:				Phone:		Fax:			
E-mail:	rsaver@kalcounty.com					E-mail:					
Contact:	Bob Avery					Contact:					

CUSTOMER ORDER NO.	SALESPERSON	BRANCH	DATE	SHIP VIA	☑ Cash ☐ Net 10 ☐ Lease ☐ Other	OUR ORDER #
	Skip Shaw/Dkoenig	KZ	11/28/2014			

EQUIPMENT AND SUPPLIES L <-- Enter an L for Lease

QTY.	PRODUCT #	DESCRIPTION — Make & Model	LIST PRICE	UNIT PRICE	SUB-TOTALS
1		Upgrade to FB Enterprise 7.1.0, 20 Concurrent Users	$ 64,045.00	$ 34,571.00	$ 34,571.00
		Continues from current contract dated 10/1/2013	$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -		
			$ -	$ -	$ -
1		PixelCreek Network Installation (Gratis of upgrade)	$ -	$ -	$ -
			$ 64,045.00		$ 34,571.00

LEASE PAYOFF (Attach Check Request)

QTY.	DESCRIPTION - BE SPECIFIC, FOLLOW SEQUENCE ABOVE, SERIAL NUMBER	NET ALLOWANCE
		$ -

TRADE-IN/EXCHANGE EQUIPMENT

QTY.	DESCRIPTION - BE SPECIFIC, INCLUDE: PRODUCT #, MAKE & MODEL, SERIAL NUMBER	ALLOWANCE	NET ALLOWANCE
		$ -	$ -
		$ -	$ -

SUMMARY

SUB TOTAL	$ 34,571.00
STATE SALES TAX (IF TAX EXEMPT, ATTACH EXEMPT CERTIFICATE)	Exempt
COUNTY / LOCAL TAXES (IF APPLICABLE; IF TAX EXEMPT, ATTACH EXEMPT CERTIFICATE)	$ -
DESTINATION OR DELIVERY CHARGES	$ -
NET AMOUNT	$ 34,571.00

SERVICE AGREEMENT - Optional (Must be initialed to be valid)

☐ CUSTOMER AGREES TO PURCHASE EQUIPMENT EFFICIENCY, SEE ATTACHED AGREEMENT

☑ CUSTOMER DECLINES SERVICE AGREEMENT

INITIALS

CONDITIONS OF PURCHASE AGREEMENT

(1) It is agreed by the purchaser that this contract, when accepted by ADAMS REMCO, INC., hereafter referred to as seller, is not subject to cancellation or to any verbal agreement or conditions not stipulated in writing on it, and that

(2) The title to the said goods shall not pass until the purchase price is paid in full, and said goods shall remain the property of seller, until that time. It is mutually agreed that the billing of said goods is for convenience only, and does not carry title with it, and that

(3) In case of default of payment or in case of removal of said goods or any part thereof without the consent of seller, or in the event the purchaser shall mortgage or part with the possession of said property voluntarily or involuntarily without the consent of seller, the latter shall have the right to resume immediate possession of same wherever it may be found, and remove it with or without process of law, and may declare this agreement terminated and may retain all money paid hereunder as liquidated damages and rental for said goods. In the event a claim is placed in an attorney's hands for collection or in the event of litigation, a reasonable attorney's fee and costs shall be added thereto, and that,

(4) In the event that sale, use or rental of the merchandise herein is subject to any Federal, State, Municipal or other tax, now or hereafter enacted, the amount of such tax shall be added to the purchase or rental price.

(5) Seller shall not be liable for any delay in shipment or for failure to deliver the goods covered hereunder because of fire, strikes, *war* or other emergency, whether national or state, or due to other causes beyond its control.

(6) All claims for shortage must be made within five (5) days from receipt of goods.

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERCEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

ACCEPTANCE:

County of Kalamazoo		
CUSTOMER NAME	AUTHORIZED SIGNATURE	TITLE & DATE