




A Xerox Company

3 Territorial Court
Bolingbrook, IL 60440
Phone: 630.771.2600
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Sales Order

CUSTOMER # WP-01-W			CUSTOMER # WP01-013-W		
BILL TO CUSTOMER NAME (PLEASE PRINT) Wheaton Park District			SHIP TO CUSTOMER NAME (PLEASE PRINT) (SAME AS BILL TO?) <input type="checkbox"/> Wheaton Park District - RECREATION CENTER		
ADDRESS 102 E. Wesley St.			ADDRESS 1777 S BLANCHARD RD		
CITY Wheaton	STATE IL	ZIP 60187	CITY Wheaton	STATE IL	ZIP 60189
CUSTOMER CONTACT NAME Mike Benard		CUSTOMER PHONE # 630.665.4710	CUSTOMER CONTACT NAME Rick Napier		CUSTOMER PHONE # 630.510.5116
EQUIPMENT INFORMATION					
QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL	
1	CE459A	CPO - HP P2055DN	\$339.00	\$339.00	
0	0	Black laser printer	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	ADD to service contract #18803-04	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
0	0	0	\$0.00	\$0.00	
PAYMENT TERMS			SUBTOTAL		\$339.00
PAYMENT TERMS = NET 30 DAYS			TAX = 8.5% / TAX EXEMPT <input checked="" type="checkbox"/>		\$0.00
SPECIAL TERMS: 0			DELIVERY		\$ -
(Requires Approval)			TOTAL		\$339.00
CUSTOMER ACCEPTANCE					
WE HEREBY AGREE to purchase the item(s) listed above in accordance with the terms and provisions set forth on both sides hereof. Customer acknowledges that it has read this agreement of sale and understands and agrees to all terms and conditions stated on both sides herein.					
I authorize Martin Whalen Office to obtain credit information from any consumer reporting agency to determine credit worthiness. I understand that if credit worthiness cannot be determined by the consumer reporting agency, additional information may be required.					
SALES REP: John Benjamin					
SIGNERS NAME (PRINT): Michael Benard					
SIGNATURE: 					
TITLE: Director					
DATE: 10/31/19					

MARTIN WHALEN OFFICE
SALES ORDER TERMS AND CONDITIONS

1. Definitions. The first page of this Sales Order is called the Cover Page. The Cover Page and the Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between Martin Whalen Office (the "Company") and the Customer, as defined on the Cover Page ("Customer"), with respect to the sale of those certain goods identified on the Cover Page and Schedule A, if attached (the "Goods" or "Equipment").
2. Scope. This Agreement may be executed for:
 - a) A SALE of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 30 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).
 - b) A LEASE of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately return the Goods to Company in Like New condition.
 - c) A RENTAL of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.
3. Acceptance and Non-Cancellation. This Sales Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.
4. Delivery and Installation. Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery.
5. Taxes. Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.
6. Force Majeure. The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.
7. Default. Customer will be in default of this Agreement if Company does not receive payment within 10 days after the date payment is due or Customer breaches any other obligation under this Agreement. Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to the Goods. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, the Company may terminate this Agreement.
8. Indemnification. (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 10 shall survive termination of this Agreement.
9. WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.
10. Limitation of Liability. The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.
11. Limited License to Use Software. The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
12. Governing Law. This Agreement shall be governed by the laws of the state of Illinois without regard to the conflict of laws or principles of such states.
13. Errors. The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.
14. Severability. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
15. Modifications. No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.
16. Waiver. The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
17. Relationship. The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.
18. Assignment. Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT S/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSALS, QUOTATIONS, OR COMMUNICATIONS, WRITTEN OR ORAL, REGARDING THE PURCHASE OF THE GOODS FROM THE COMPANY. THE CUSTOMER FURTHER UNDERSTANDS THE COMPANY IS NOT A PARTY TO ANY LEASING DOCUMENTS EXECUTED BETWEEN CUSTOMER AND THE LEASING COMPANY, AND THIS AGREEMENT IS NOT INTENDED TO SUPERSEDE ANY LEASING DOCUMENTS, OR OTHER CONTRACTS OR AGREEMENTS WHICH CUSTOMER MAY EXECUTE WITH THE COMPANY.

Initial _____
Date _____