KONICA MINOLTA

ORDER AGREEMENT

Check Applicable Box ☑ Purchase ☐ Lease ☐ Other: _____

INVOICE TO	Account #	SOLD TO	Account #	SHIP TO	Account #
Legal Name	Gila County	Legal Name	Gila County	Legal Name	Gila County Board of Supervisors
Attn Line 1	Accounts Payable	Attn Line 1	Finance (First Floor)	Attn Line 1	Pam Fisher
Attn Line 2	Finance (First Floor)	Attn Line 2	Misti Williams (Purchasing)	Attn Line 2	928 474-2029
Street Address	1400 East Ash St.	Street Address	1400 East Ash St.	Street Address	610 E. Highway 260
City Globe	State AZ Zip 85501	City Globe	State AZ Zip 85501	City Payson	State AZ Zip 85541

Tax Exempt ☑ No ☐ Yes (Copy Required) Tax Exempt # _____

P.O. Required ☐ No ☑ Yes (Copy Required) P.O. # P.O. Expiration Date

Payment Terms: net 30

Credit Card — Card Type _____ Name on Card _____ Authorized Credit Card Amount: _____ (plus applicable taxes) Credit Card # Expiration Date

Check — Amount Check #

Requested Delivery Date: 11/29/2010

Maintenance Contract ☑ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A1DN011	BH552DS DIGITAL COPIER/SCANNER/FAX		$ 7,948.00	$ 7,948.00
1	15LB	FK-502 FAX BOARD		$ -	$ -
1	A0YCWY4	EK-604 LOCAL USB INTERFACE KIT		$ -	$ -
1	A0W4WY1	WT-506 WORK TABLE		$ -	$ -
1	4614506	SP-501 STAMP UNIT FOR FAX		$ -	$ -
1	A11PWY1	FS-526 100 SHEET FINISHER (W/TRIMCUT)		$ -	$ -
1	A11TW11	PK-516 3-HOLE PUNCH ONLINE		$ -	$ -
1	A0YAWY1	FAX MOUNT KIT		$ -	$ -
1	7640001107	POWER LINE FILTER		$ -	$ -
				$ -	
1	4599141	STAPLES FOR FS-526 FINISHER		$ -	$ -
				$ -	
1		AZ STATE CONTRACT FOR COPIERS	# ADSPO11000228		$ -

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
2	A0TM130	BLACK TONER TN613K	N/A		
2	A0TM430	CYAN TONER TN613C	N/A		
2	A0TM330	MAGENTA TONER TN613M	N/A		
2	A0TM230	YELLOW TONER TN613Y	N/A		
1		**DELIVERY CHARGE**	**N/A**		
1		**INSTALLATION CHARGE**	**N/A**		

Additional Charges:

☐ **Network** _____ ☐ **Removal** _____ ☐ **Other** _____

Additional Charges _____

TOTAL $ 7,948.00

(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:**

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments COUNTY ATTORNEY APPROVAL AS TO FORM:

~~Bryan Chambers, Chief Deputy County Attorney~~ ~~Date~~

THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISION OF A.R.S. 38-511

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Michael A. Pastor
Please Print

Signature _____
Authorized Representative of Customer Date

Title Chairman

KMBS Representative [signature] 12/1/10
Date

KMBS Manager LINDSEY WARD 12/1/2010
Date

KMBS SALES TERMS AND CONDITIONS "SCHEDULE A"

(Revised 03-30-09)

ıe following are the terms and conditions which control the sale or rental the equipment referenced on the reverse side of this Agreement:

PAYMENT: Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

SITE PREPARATION: Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.

WARRANTY: ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.

LIMITATIONS ON RECOVERY: The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

FORCE MAJEURE: Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performan by any act of God, civil commotion, labor dispute, or any oth occurrence beyond its reasonable control.

7. **SEVERABILITY:** If any provision of this Agreement shall be unlawfı void or for any reason unenforceable, then that provision shall l deemed severable from this Agreement and shall not affect the validi and enforceability of the remaining provisions of this Agreement.

8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreeme or any rights hereunder, or failure to exercise any election provided f herein, shall in no way be considered a waiver of such provisior rights, or elections, or in any way affect KMBS' right to later enforce exercise the same or other provisions, rights, or elections it may ha under this Agreement.

9. **BUSINESS PURPOSE:** Customer warrants and represents that tl equipment will be used for business purposes, and not for person family, household purposes or other uses deemed illegal or infringi on the copyrights of others.

10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss damage to all equipment delivered under this Agreement, which is n caused by KMBS employees or agents. Customer agrees to indemnif defend and hold harmless KMBS, its officers, directors, employees a agents from all loss, liability, claims or expenses (including reasonat attorney's fees) arising out of Customer's use of the equipmer including but not limited to liabilities arising from illegal use of KM equipment as well as bodily injury, including death, or property dama to any person, unless said injuries, death or property damage w caused solely as the result of a negligent or intentional act or omissi by KMBS.

11. **ASSIGNMENT:** Customer may not assign this Agreement, witho KMBS' express written consent. In the event that KMBS assigns subcontracts any of its obligations under this Agreement, KMBS sh remain primarily responsible to perform those obligations. Any claim defense Customer may have relating to those obligations must l asserted only against KMBS and not its assignee. KMBS may assig without notice to Customer, any of its rights under this Agreement.

12. **NOTICES:** All notices required to be given under this Agreement sh be in writing and shall be sent by U.S. first class mail to the parties follows: To Customer at the address listed on the front of tl Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 0744 Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsim or electronic signatures shall be accepted as original signatures; and (that this Agreement or any document created pursuant to tl Agreement, may be maintained in an electronic document storage a retrieval system, a copy of which shall be considered an original. KM may accept orders electronically from Customer pursuant to tl Agreement. Neither party shall raise any objection to the authentici of this Agreement or any document created hereunder, based on eith the use of a facsimile signature or the use of a copy retrieved from electronic storage system.

14. **ENTIRE AGREEMENT:** This is the entire Agreement betwe Customer and KMBS and supersedes any proposal or prior agreemer oral or written, or any other communications relating to the sale KMBS equipment and it may not be released, discharged, changed, modified except by an instrument in writing signed by a duly authoriz representative of each party. Customer acknowledges that KMBS sal and service representatives do not have the authority to modify the terms or to commit KMBS to any binding obligation, not otherwise s forth herein. Customer agrees that any Purchase Order or oth documentation issued to KMBS covering the equipment or maintenan is issued for purpose of authorization and Customer's internal use onl and any terms and conditions contained therein shall not modify or a to the terms and conditions of this Agreement. This Agreement will n be effective until accepted by an authorized representative of KMB Notice of acceptance is hereby waived by Customer.