



## Commercial Telecom Systems

Phone:405-681-2500  
Fax:405-681-1795  
3425 S Lakeside Drive  
Oklahoma City, OK OK

## Purchase Agreement

# 1091

Date: 09.05.2018

Bill To

**The City of Norman**  
201 West Gray P.O. Box 370  
Norman, OK 73069

Terms : 50% Deposit and  
Balance Due Upon  
Completion

#	Description	Qty	Price	Total
1	IP 2500 Base Hardware Platform w/ VAM, 500 user maximum, w/ 5 Year Hardware Warranty	1.00	26,875.00	26,875.00
2	Edge 9840C IP Phone	85.00	495.00	42,075.00
3	Installation, Training & 5 Year Hardware Warranty	1.00	0.00	0.00
Sub Total				68,950.00
Total				<b>\$68,950.00</b>

### Terms & Conditions

All prices quoted are valid for 30 business days. Please fax signed quote to 405-681-1795 or email to mwhitten@ctsokc.com so that your order can be placed. Thank you for your business.

Service Level Agreement coverage is at Commercial Telecom Systems (CTS) normal hours of operation which are 8 AM -5 PM Central, Monday thru Friday Excluding Holidays. Service provided outside these normal hours will be billed at CTS current hourly rate. The terms and conditions of this agreement will renew automatically unless a written cancellation is provided to CTS at above address within 30 days of Service Level Agreement expiration. There are no warranties which extend beyond the description contained herein. It is specifically understood and agreed that the seller makes no warranties as to the usefulness or suitability of the above equipment and/or service level agreement for any particular business purpose. This agreement is subject to the terms and conditions printed above which are made part hereof and which customer acknowledges that it has read. It is also agreed that there is no other written or verbal agreement made in connection with this document, receipt of a copy is hereby acknowledged. This agreement may not be terminated early.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

## CONDITIONS OF SALE

1. **WARRANTY** - The seller warrants to Customer that all items sold hereunder are free from defects of workmanship and materials in normal use and service and that Seller shall repair or replace any defective item which is returned to Seller within the period stated on the front of contract and found by the Seller to be defective. The foregoing warranty is the exclusive warranty made or given by Seller and is exclusive of all other warranties written, oral, or implied and no person is authorized to make, give, or imply any other or additional warranty.

2. **DELIVERY** - Unless otherwise specifically provided of the items hereunder shall be made f.o.b. point of shipment. In any event, risk of loss or damage in transit shall be borne by Customer who shall be responsible for filing any necessary claims against the carrier. The preceding sentences do not pertain to CTS installed jobs. Shipping dates, if any, are approximate and are based upon prompt receipt of all necessary information. The seller shall not be liable for delays in delivery or failure to manufacture or deliver due to (1) causes beyond its reasonable control or (2) to acts of God, acts of the Customer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riots, delays in transportation or car shortages, or (3) inability due to cause beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facility. In the event of any such delay, the date of delivery shall be extended for a period equal to the term lost by reason of the delays. On CTS installed systems the equipment shall be delivered in working order.

3. **PAYMENTS** – Terms and conditions of payment are 50 percent of the total contract price due upon the acceptance of the contract and the remaining balance will be due upon completion. All payments, obligations, or performances hereunder shall be made, paid or performed in Oklahoma City, Oklahoma at Seller's Home Office. The customer agrees to keep said goods fully insured for the benefit of the Seller, against loss or damage by fire or theft or other cause until all payments due Seller have been made in full.

4. **SECURITY TITLE** - Security title and right of possession without legal process of the items sold hereunder shall remain with Seller until all payments hereunder, including payments, whether evidenced by notes or otherwise, shall have been made in cash, and the Customer agrees to do all acts necessary to perfect and maintain such right and security title in the Seller. It is the intention of the parties that the items delivered hereunder shall remain personal property until all payments due the Seller have been made in full.

5. **SALES AND SIMILAR TAXES** - Unless otherwise stated, the Seller's prices do not include sales, use or similar taxes. Consequently, in addition to the prices herein specified, the amount of any present or future sales, use, excise, or other similar facts applicable to the sale of the items hereunder, shall be paid by the Customer or in lieu thereof the Customer shall provide the Seller with a tax exemption certificate acceptable to Seller and the taxing authorities.

6. **INSTALLATION** - All installations accepted by Customer shall thereafter be and remain at Customer's risk and Customer shall care for, keep and maintain the same in good order and condition and in accordance with instructions. Customer shall defend, save, and hold harmless Seller from any claim or demand arising from the installation after the same is accepted by Customer.

7. **DEFAULT** - If the customer fails to make the aforesaid payment or payments in cash, or if the customer shall petition for reorganization under the bankruptcy act or be adjudicated a bankrupt, or if a receiver shall be appointed for the customer's business, or if the customer shall make an assignment for the benefit of creditors, or if the customer shall remove the equipment from his premises without the written consent of the Seller, or should the customer violate any of the other covenants hereof, by him to be kept or performed, then the Seller either (1) may declare the entire sum remaining unpaid hereunder including interest at 10 percent per annum from date of invoice, to be immediately due and payable and elect to sue therefore, or (2) it may enter, with or without legal process and using such force as may be necessary, into or upon the premises where said goods, or any part thereof, may be, or is or are believed to be, and take possession thereof, and thereafter hold the same absolutely free from all claims of the

customer and retain all payments made by the customer for himself and his successors in interest hereby waives all claims and rights of action for

trespass or damages by reason of such entry, taking of possession and removal, and also waives so far as is consistent with public policy, the benefits of any statutes of this State that may conflict with conditions of this or with any cause of action hereby given. Where action shall be taken hereunder by the seller through an attorney, the customer shall pay an attorney fee if any shall be permitted by the law of the place of such action in highest amount so permitted. The default conditions are subject to change with third-party lease sales.

8. **FUTURE GOODS AND SERVICES** - Seller reserves the right, at its sole discretion, to provide additional goods and services requested by the customer, including, but not limited to, parts, labor, equipment, supplies, and materials, to the customer, pursuant to this Agreement. Seller is under no obligation to provide or perform any such additional goods and services, except that which may be required to satisfy the warranty obligation of the Seller, defined within. In the event Seller provides and performs such additional goods and services, all applicable provisions of this Agreement shall apply, except the warranty term, as defined herein, will be 90 days from date of said performance. Payment and charges for said additional goods and services will be at Seller's then current rate, and will be due and payable immediately upon invoice by Seller.

9. **PROVISIONS FOR THIRD PARTY LEASE/FINANCING** - In the event the customer has selected the use of third-party lease/financing, under terms for payment herein, these provisions shall apply. Customer authorizes Seller to attempt to obtain lease/financing for the Customer, from a third party, for the goods and services described herein, which will be provided by the Seller, when such financing is approved. Customer agrees to enter into the additional Lease/Financing Agreement(s) with the third party lessor, and to supply all required documentation and signatures, such as: financial statements, lease documents, insurance certificates, personal guarantees, UCC1 forms, advance payments, delivery and acceptance, and all other miscellaneous documents, as may be required by the lessor for payment to Seller. Seller will act on behalf of Customer to obtain such financing for the Customer, however, failure to obtain third-party lease financing does not create any liability for the Seller, in any way. In the event any goods and services are provided by the Seller to the Customer, which are not covered by the third-party lease/financing, or which are in addition to the items described herein, or in which case that no lease/financing is obtained, the customer agrees to pay for such goods and services, at the Seller's then current rate, upon invoice by Seller.

10. **LIMITATION** - In no event shall the Seller be liable for special or consequential damages. The Seller's liability on any other claim for loss or liability arising out of or connected with this order and the items herein or any obligation resulting therefrom or the sale, delivery, resale, repair or use of any apparatus or items covered herein, including but not limited to loss or liability arising from breach hereof, shall in no case exceed the unit price of such items and apparatus involved in the claim.

11. **GENERAL** - Any provisions or conditions of the Customer's order which are in any way inconsistent with or in addition to these conditions of sale shall not be binding upon Seller and shall not be considered applicable to this sale unless included and specifically agreed to in writing hereon.

All negotiations, representations, warranties, promises, agreements or other matters relating hereto have been merged into this agreement and no additions to or modifications of any of the provisions upon the face or reverse hereof shall be binding unless in writing and signed by an executive officer of Seller.