



Specialists in IDentification



1810 JOSEPH LLOYD PKWY * WILLOUGHBY, OH 44094

PHONE #: 440-306-9000 * FAX #: 440-306-9001

TOLL FREE: 800-860-9111

Web: www.IDentiphotograph.com * E-mail: sales@IDentiphotograph.com

FEIN: 31-1490312

E-MAIL

2/27/2023

8:39:43AM

QUOTE

Page: 1

Quote Number: 0153542

Quote Date: 2/27/2023

Customer Number: 3501357

Salesperson: TS

BILL TO:

ATTN: ACCOUNTS PAYABLE

CITY OF GREENFIELD
10 S STATE ST
GREENFIELD, IN 46140
United States

SHIP TO:

CITY OF GREENFIELD
ATTN: DAVE GOODRICH
10 S STATE ST
GREENFIELD, IN 46140
United States

EXPIRATION DATE	SHIPPING METHOD	ORDER TAKEN BY	TERMS
3/29/2023	UPS GROUND	Teressah	VISA

ITEM NUMBER	UNIT	ORDERED	PRICE	AMOUNT
Z72-000C0000US00	EACH	1.00	2,660.6300	2,660.63
Zebra ZXP Series 7 Dual-Side 300 dpi ID Card Printer, USB/Ethernet, 2 Year Warranty				
800077-749-ZEB	EACH	2.00	234.8900	469.78
Zebra 800077-749 YMCKOK Color Ribbon (YMC) with 2 Black Resin (K) & 1 Clear Overlay (O) Panels (750 Images). Includes New Cleaning Roller. For Use In The Following Printers: ZXP7				
105999-701-ZEB	EACH	1.00	125.0000	125.00
Zebra 105999-701 Cleaning Kit - Includes: (12) Print Engine & (12) Card Feed Cleaning Cards. For ZXP7 Printers Without Lamination				
105909G-057-ZEB	EACH	1.00	35.0000	35.00
Zebra 105909G-057 Cleaning Snap Swabs - (Box of 24). For All Zebra Printers				

*** Shipping e-mail: dgoodrich@greenfieldin.org

* The price quoted for shipping and handling is only an estimate. The S&H Fee is based on **size, weight, number of packages, and destination of products**. The actual S&H fee will be adjusted at the time of invoicing and added to the final invoice.

Net Order: 3,290.41
Less Discount: 0.00
Sales Tax: 0.00

***Plus Shipping & Handling**

IDentiphoto TERMS AND CONDITIONS OF SALE

1. **DEFINITIONS:** When used in these Terms and Conditions of Sale, the following terms shall have the following meanings: "SELLER" means IDentiphoto Company, LTD. d.b.a. IDentiphoto. "Customer" means the person, firm, company or organization agreeing to purchase items from SELLER. "Goods" means the items sold by SELLER.

2. **QUOTATIONS/OFFERS:** Written Quotations are issued by SELLER according to information furnished by Customer and are valid for 30 days. Customer shall remain solely liable for any errors or omissions in such information. Except where specified to the contrary in the quotation, prices are quoted before tax, handling fees, FOB Shipping Point. Any costs of SELLER relating to packaging, transportation, insurance, handling and duties shall be charged to Customer.

3. **CUSTOM ITEMS:** Standard lead time for custom orders is 15-20 working days after final proof approval. Artwork and data files are to be sent in acceptable formats to sales@IDentiphoto.com or to address provided. Allow 3-5 days for art proofs. SELLER reserves the right to manufacture and bill for (industry standard) +/- 10% on all custom printed orders. Variations to this must be disclosed in the body of the quote. Exact quantities for custom items may result in a 5% upcharge.

4. **PAYMENT OPTIONS:** All payments are in US Dollars. Payment terms are prepaid (Company Check, Bank Check, ACH, International Wire or Credit Card) until credit approval. Terms for approved credit are strictly net 30 days. SELLER reserves the right to extend or revoke established terms at any time. Any check returned for Non-Sufficient Funds (NSF), will be assessed a \$40 NSF fee. All international wire transfers will be charged a \$30 US bank clearing fee.

SELLER accepts Visa, MasterCard and American Express. Credit cards must be provided at the time of order. Any credit card orders over \$5,000 will be assessed a 2% fee. SELLER shall have no obligation to deliver Goods on credit and any credit approval may be withdrawn by SELLER at any time and without prior notice. SELLER, at its sole discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit, ACH or otherwise.

5. **ACCEPTANCE:** A contract of sale is formed only after SELLER accepts Customer's purchase order or by written order acknowledgement for verbal orders. Only the terms and conditions as set forth in SELLER's quotation and order acknowledgement shall be binding. Any prior discussions or proposals are superseded, and any additional or conflicting terms proposed by Customer are rejected. SELLER's silence or failure to respond to any subsequent term, condition or proposal of Customer shall not be deemed to be SELLER's acceptance or approval thereof. Customer shall have one (1) business day from the date of the order acknowledgement to object to the terms and conditions of the order acknowledgement. Otherwise, the terms and conditions on the order acknowledgement will be deemed accepted. The terms and conditions of the contract except as specified below may be modified only by the mutual written consent of all parties.

6. **CHANGES/CANCELLATIONS:** All changes requested by Customer are subject to written approval by SELLER and to reasonable changes in delivery or price as SELLER determines is necessitated. If work is in progress, Customer will be charged for all Goods made/performed/ordered, including artwork and die charges, as well as, all additional costs resulting from such changes. No order, once accepted by SELLER, may be cancelled by Customer without SELLER's written consent.

Custom orders cannot be fully cancelled. Once placed, all custom orders are considered firm and cannot be cancelled without prior authorization. In such cases, a cancellation charge may apply and all related pre-production costs, such as artwork, layout, custom dies and materials will be invoiced.

Items that have already entered the shipping process cannot be cancelled. The items will need to be returned and will be treated as a return. All shipping costs are the responsibility of the Customer.

7. **DELIVERY AND RISK:** We ship worldwide. All stock items ordered by 2 pm EST will ship the same day. Most out of stock items will ship within 5 days of order. The primary carriers are United Parcel Service (UPS) and FedEx. All packages being delivered to the Continental United States and Canada are shipped via ground service unless otherwise requested. All international orders will ship via UPS Worldwide. If expedited delivery is required, additional charges will apply.

All shipments, including those sent Freight Collect, will incur a \$3 per box handling fee.

Shipping service is FOB Shipping Point unless otherwise agreed in writing. Either prepaid and add or freight collect unless another transportation method is specified at the time of order. Delivery periods quoted by SELLER are estimated with all reasonable care but cannot be guaranteed and are subject to revision without prior notice. SELLER will not be liable in any way whatsoever in respect to delivery dates (whether estimated by SELLER or stipulated by Customer or otherwise) not being met for whatever reason.

Whether or not SELLER agrees to a specific shipping date, SELLER shall not be liable for delay or failure to deliver due to wars, civil disturbances, strikes, accidents, fires, floods, storms, Acts of God, the inability to obtain necessary labor, energy, water, raw or finished materials or facilities, government priorities or allocations, delays in transportation, failure of Customer to supply or any delays in delivery by Customer of necessary items or other causes beyond SELLER's control.

SELLER shall choose the common carrier and shall deliver the Goods to such common carrier packaged for transport; insurance costs and freight charges shall be invoiced to Customer.

DAMAGED SHIPMENTS - Any damaged or lost cartons must be noted on the bill of lading at time of delivery. A claim for the above or for concealed damage must be filed with the carrier within 72 hours.

8. **ACCEPTANCE OF GOODS/RETURNS:** All Goods must be inspected promptly upon receipt by Customer. Customer shall notify SELLER within three (3) business days of delivery of any damage to Goods delivered, any shortages in delivery, or any nonconformity. Failure to give notice within such time shall be deemed an acceptance in full of such delivery and SELLER shall not be liable to Customer for any damages to such goods, shortages in such delivery, or nonconformity.

RETURNS - We can only accept unopened/unused products for a return within 30 days of the purchase date. Defective merchandise may be exchanged for the same item.

A Return Merchandise Authorization number (RMA) must be issued and accompany all returned products. SELLER does not accept any returns without an RMA number. To receive an RMA number, please contact a customer service representative at 1-800-860-9111.

EXCHANGES - Exchange items will be shipped once the original item has been received and inspected. For immediate exchanges, Customer may purchase the new item and SELLER will credit Customer account when the original item is received. Customer is responsible for all shipping and handling costs and will be charged accordingly.

When Customer's return has been received and processed by the SELLER, SELLER will credit Customer's account for the purchase less shipping and handling, applicable taxes and associated restocking fees. A 15% restocking charge may be applied to any product returned within 30 days if the product is undamaged and unused.

Film, software, used or refurbished equipment, custom printed, custom fabricated items, and special orders cannot be returned. Orders for less than minimum quantities cannot be returned.

9. **LIMITED WARRANTY:** Except as stated herein, there are no conditions or warranties, expressed, statutory, or implied, including those of merchantability, fitness for a purpose, or infringement and SELLER makes no affirmation of fact, representation, or promise with respect to the material. This warranty does not extend to, and SELLER shall have no liability whatsoever for, loss or damage, whether special, direct, indirect, incidental, or consequential, caused in whole, or in part, directly or indirectly, by defects in materials or workmanship not of SELLER's manufacture or design.

All warranty replacement work is to be performed by manufacturer. Customer shall pay delivery charges to such place, and any new material to be provided under this warranty shall be FOB to manufacturer's facility.

10. **LIMITATION OF CONSEQUENTIAL DAMAGES:** SELLER'S LIABILITY TO CUSTOMER SHALL IN ALL CASES BE LIMITED TO THE PRICE PAID FOR THE GOODS. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE GOODS COVERED HEREBY, WHETHER ARISING FROM BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR STRICT LIABILITY OF SELLER, OR OTHERWISE, OR FOR ANY CHARGES, INCLUDING LABOR CHARGES AND OTHER EXPENSE, LOSS OR DAMAGES CAUSED BY DEFECTIVE GOODS. ANY ACTION HEREUNDER MUST BE COMMENCED WITHIN ONE YEAR OF ACCRUAL OF THE CAUSE OF ACTION.

11. **EVENTS OF DEFAULT:** An event of default shall be deemed to have occurred if Customer: (i) is overdue with any payment to SELLER for a period of five (5) days (whether such default be in respect of the whole of any relevant payment or any part thereof); (ii) fails to take delivery of any of the Goods upon tender thereof; (iii) defaults on or commits any breach of its other obligations to SELLER; (iv) makes any voluntary arrangement with its creditors or becomes subject to any administrative order or goes into liquidation or if a receiver is appointed in respect thereof; (v) files a voluntary petition in bankruptcy; or (vi) has an involuntary petition in bankruptcy filed with respect to it and such petition is not vacated within thirty (30) days from the date of filing.

12. **REMEDIES:** SELLER hereby retains (and Customer grants to SELLER) a security interest in the Goods to secure payment in full and compliance herewith, and Customer agrees to execute and deliver to SELLER any additional documents necessary or desirable to perfect such security interest. In the event this contract is placed in the hands of an attorney for enforcing SELLER's security interest in the Goods, Customer agrees to pay all costs associated with such placement, including, without limitation, attorney's fees and costs relating to any collection, arbitration, trial, bankruptcy or creditor's rights proceedings. In addition to and not in limitation of any other rights of SELLER whether stated herein or otherwise, if an event of default occurs, all sums yet to accrue due to SELLER from Customer shall forthwith become immediately due and payable and SELLER, in its sole discretion, may revoke Customer's credit, delay or cancel future deliveries, repossess unpaid but delivered Goods and terminate or suspend its obligations under this or any other contract with Customer until payment of any amount in arrears plus interest has been made. The defaulting Customer shall assume the cost and risk of return of the Goods to SELLER. No failure or delay by SELLER in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder. Any waiver by SELLER of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder.

13. **GOVERNING LAW:** This contract shall be deemed made in, and shall be governed by, the internal laws of the State of Ohio. The exclusive venue for any disputes arising out of this contract shall be in state or Federal court in Cleveland, Ohio. It is the intention of the parties that this contract shall fully be enforceable, regardless of any partial invalidity or unenforceability. Any provision of this contract that is prohibited or unenforceable under the laws of the State of Ohio shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of this contract. This contract may not be assigned by either party without the prior written consent of the other (which shall not be unreasonably withheld) except that SELLER may assign this contract to any affiliate or subsidiary of SELLER.