



WWW.CASECRUZER.COM

4665 State Street, Montclair CA 91763 - Phone: (909) 613-1999 - Toll Free (USA): (800) 882-4730 - Email: sales@cpd-industries.com

QUOTATION No. 124-0201-01-JL

To: Folsom Lake College

Date: 2/1/2024

Ready to ship: 7 to 15 working days, ARO

Freight: FOB Origin, Prepaid and Added
Factory Montclair, CA

Attn.: Christopher Morris, Ed.D
Phone: 916-608-6925
E-mail: morrisc@flc.losrios.edu

P/N: **IT-20-IPAD-3322-16**

DESCRIPTION:	Qty	Price Ea.
CaseCruzer P/N IT-20-IPAD-3322-16 Mobile 20-Pack iPad Charging Station, 110V US Version iPad model: iPad 10.9" Cover type: Brenthaven 360 case, Dims: 10.73" x 8.02" x 0.82"	1 MSRP	\$1,737.27 \$1,791.00
Shipping FedEx Ground to: Folsom, CA 95630 IMPORTANT: Custom production run: Non-cancellable, Non-returnable (NCNR). Note: All custom products must be prepaid when ordered. <p style="text-align: center;">GEAR SURVIVAL IS MORE THAN A BUSINESS IT'S AN ART <i>Thank you!</i></p>	1	\$195.00

IMPORTANT: Please verify that the custom product will meet your requirements and shipping regulations before ordering.

NON CANCELLABLE, NON RETURNABLE (NCNR): Custom Production Runs, Built to Order charging stations or cases or with custom foam interiors cannot be returned.

QUOTE VALIDITY: Quote is valid for 15 days. Provided, however, if CPD Industries' (the Seller) cost of material is increased by its suppliers, the Seller shall have the option of passing on the increased cost to the Buyer. Price listed is FOB Montclair, California.

TITLE OWNERSHIP: Title to ownership of all goods remains with the Seller until payment is made in full.

FREIGHT CHARGE ESTIMATE: Any reference to freight charges contained in this Quote is an estimate. Due to factors that may be out of Seller's control such as: market disruptions, fuel price increases, available equipment, etc. Seller is not responsible for any differences that may occur between the original freight estimate quoted and actual freight charges applicable at the time of shipment, and Buyer shall incur and be responsible for all costs associated therewith.

All sales are governed by CPD Industries' standard "Terms & Conditions of Sale", which are attached below.

By: Jeff Lenhardt

Jeff.L@cpd-industries.com



4665 State Street Montclair, CA 91763 Phone:(800)-882-4730 (USA) International:(909)-613-1999 Fax:(909) 613-1979

Order / Charge Authorization Form

Date:

2/1/2024

Please make sure it is filled out completely and correctly.

1 CREDIT CARD BILLING INFORMATION:
 Credit Card Holder (and/or) Company Name:

 Address:

 City: _____ State: _____ Zip: _____
 Home Phone: _____ Work Phone: _____
 () ()
 For your protection we thoroughly investigate ALL credit cards!

2 SHIPPING ADDRESS:
 Company Name:
Folsom Lake College
 Address:
10 College Parkway
 City: _____ State: _____ Zip: _____
Folsom CA 95630
 ATTN: _____ E-mail: _____
Christopher Morris, Ed.D
 Phone: _____ Fax: _____

3	Quantity	Description	Price Ea.	Freight Charge Estimate	Total				
	1	CaseCruzer P/N IT-20-IPAD-3322-16 Mobile 20-Pack iPad Charging Station, 110V US Version iPad model: iPad 10.9" Cover type: Brenthaven 360 case, Dims: 10.73" x 8.02" x 0.82"	\$1,737.27	\$195.00	\$1,932.27				
*Custom production run: Non-cancellable, Non-returnable (NCNR). IMPORTANT: Ready for Shipping in: 7 to 15 working days, ARO Note: All custom products must be prepaid when ordered.					<table border="1"> <tr> <td>Tax:</td> <td>\$156.35</td> </tr> <tr> <td>Grand Total:</td> <td>\$2,088.62</td> </tr> </table>	Tax:	\$156.35	Grand Total:	\$2,088.62
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QUOTE REF: **124-0201-01-JL**

Quote is valid for 15 days

CA residents please add 9 % Tax.

4 METHOD OF PAYMENT

CREDIT CARD _____
 CHECK _____
 BANK WIRE TRANSFER _____

A photostat or facsimile copy of this order form shall be valid as the original.

Card Number: _____ Card ID (located in front or rear of card) : _____ Exp. Date: _____
 Signature: _____ Date: _____

IMPORTANT: Please verify that the custom product will meet your requirements and shipping regulations before ordering.

BUILT TO ORDER CHARGING STATIONS OR CASES WITH CUSTOM FOAM INTERIORS ARE NOT RETURNABLE.

QUOTE VALIDITY: Quote is valid for 15 days. Provided, however, if CPD Industries' (the Seller) cost of material is increased by its suppliers, the Seller shall have the option of passing on the increased cost to the Buyer. Price listed is FOB Montclair, California.

TITLE OWNERSHIP: Title to ownership of all goods remains with the Seller until payment is made in full.

FREIGHT CHARGE ESTIMATE: Any reference to freight charges contained in this Quote is an estimate. Due to factors that may be out of Seller's control such as: market disruptions, fuel price increases, available equipment, etc. Seller is not responsible for any differences that may occur between the original freight estimate quoted and actual freight charges applicable at the time of shipment, and Buyer shall incur and be responsible for all costs associated therewith.

All sales are governed by CPD Industries' standard "Terms & Conditions of Sale" (see below).

Acceptance of Buyer's order is conditional on Buyer's assent to the terms and conditions of sale outline below.

TERMS & CONDITIONS OF SALE

This Agreement, entered into by and between the Seller and the Buyer, is hereby deemed effective as of the date of the Buyer's order, referred to as the "Effective Date." The headings within this document are included solely for convenience of reference and shall in no way affect the interpretation or legal validity of this Agreement. The Parties involved herein hereby express their mutual agreement and consent as follows:

QUOTE VALIDITY:

The Seller acknowledges that any quotes provided shall remain valid for a period of 15 days. However, it is explicitly stated that in the event the Seller's cost of materials experiences an increase due to actions by its suppliers, the Seller reserves the option to pass on the resultant increased cost to the Buyer.

CUSTOM ORDERS AND PURCHASE ORDER MODIFICATION OR CANCELLATION:

The Buyer shall exercise due diligence in verifying that the product in question satisfies their requirements and complies with relevant regulations prior to placing an order. Once the order is accepted, both parties agree to be bound by the terms of this legally binding contract (purchase order). The Seller will proceed with the procurement of the necessary raw materials and the manufacturing of the product based on the agreed-upon terms. Due to the specialized nature of custom production runs, these products are identified on the Seller's quote as non-cancellable and non-returnable (NCNR).

Therefore, the Buyer acknowledges and agrees that once the custom order is accepted and production begins, modifications, delivery schedule changes, or cancellations to the order will not be permitted. The Buyer shall be responsible for fulfilling the obligations under this contract for the entire custom order, and no returns or cancellations shall be accepted for these specific products.

Both parties shall adhere to the terms of this agreement, and any attempt to modify, change delivery schedules, or cancel the custom order after acceptance may result in legal consequences and shall not release the Buyer from its obligations under this contract.

MODIFICATION OF DELIVERY DATE ON CUSTOM ORDERS:

Because non-cancellable custom orders with multiple release dates require special production planning, purchases of non-stock materials and components, the Buyer acknowledges and agrees that there shall be a specified period, hereinafter referred to as the Modification Deadline, after which any alterations to the agreed-upon delivery date shall not be permissible. If applicable, the Modification Deadline will be provided on the Seller's quote.

TYPOGRAPHICAL ERRORS:

In the event that a Seller's product is mistakenly listed at an incorrect price, the Seller reserves the right to refuse or cancel any orders placed for the product listed at the incorrect price. The Seller retains this right regardless of whether the order has been confirmed and charged. If the order has already been charged for the purchase and the Buyer wishes to cancel it, the Seller shall promptly issue a credit to the Buyer's account for the amount of the incorrect price.

FREIGHT:

All prices listed in relation to this agreement shall be considered FOB Factory, with the understanding that freight quotes provided by third parties cannot be guaranteed for a period exceeding 15 days due to the inherent fluctuations in market prices. The Seller endeavors, to the best of their ability, to secure insurance coverage for the product, protecting against potential damage, loss, or theft, for the entire value of the order.

DELIVERY FAILURE:

The Seller will not assume any risk or liability for delays or non-fulfillment of shipments by the freight carrier due to acts of God, war, strikes, breakdowns, fires, government orders, or other causes beyond Seller's control. Delivery dates are quoted in good faith but are not guaranteed.

WARRANTY INFORMATION

The Buyer is responsible for covering the shipping costs associated with returning the product (cases and charging stations), unless the return is due to an error on the part of the Seller (e.g., wrong items shipped, defective products). This shipping responsibility remains in effect for both the original delivery and any return shipments related to the warranty or return process.

CASECRUZER PLASTIC CASE & CHARGING STATION PLASTIC ENCLOSURE WARRANTY

SCOPE OF WARRANTY:

The warranty covers the following products:

CaseCruzer plastic cases (KR Series)

CaseCruzer charging stations (case and inner plastic enclosure)

The Seller guarantees that these components are free from defects in materials and craftsmanship for the entire lifetime of the original owner.

REPAIR OR REPLACEMENT:

If any defects are found in the materials or craftsmanship of the plastic case or enclosure, the manufacturer commits to either repair the product or replace it with a new one.

CONDITIONS FOR WARRANTY COVERAGE:

The warranty coverage is subject to the following exclusions and conditions:

This guarantee will be void if the product has been abused beyond normal and sensible wear and tear, or if the damage is due to misuse or intentional mishandling.

EXCLUSIONS: The warranty explicitly excludes wheels & casters, foam interiors and rubber seals from its coverage. These components are considered perishable, meaning they are subject to normal wear and tear and they will not be eligible for repair or replacement under this specific warranty.

CHARGING STATION ELECTRONIC COMPONENTS LIMITED WARRANTY:

All electronic components are covered for **one year** against defects in design, assembly, material, or workmanship. The Seller will, at its discretion, repair or replace any defective electronic component free of charge. However, this warranty excludes claims for damage resulting from improper usage, alterations, or tampering. Damages caused by acts of God (e.g., lightning, floods), vandalism, theft, normal-use wear and tear, obsolescence, abuse, and low or high voltage disturbances are not covered. Additionally, these electronic components are intended for indoor use only and should be kept in dry areas.

Any liability, whether express or implied, is limited solely to the replacement of the failing component(s) of the charging station.

Warranty service and repairs will be performed at the factory in Montclair, CA.

By using the product, the Buyer agrees to indemnify the Seller from any and all liability arising from any modifications made to the product.

RETURN POLICY FOR STOCK ITEMS ONLY:

The Seller acknowledges that, subject to the conditions outlined below, returns for stock items will be accepted. However, it is essential to note that this return policy does not apply to custom production runs, which remain non-cancellable and non-returnable (NCNR).

CONDITIONS FOR STOCK ITEM RETURNS:

INITIATION OF RETURN: To be eligible for a return, the Buyer must initiate the return process within 30 days from the date of receipt of the stock items. Any return requests made after this period will not be considered.

RETURN AUTHORIZATION: The Buyer must obtain prior authorization from the Seller before returning any stock items. The Seller will provide instructions on the return process, including the designated return address.

CONDITION OF ITEMS: Stock items must be returned in their original condition, unopened, unused, and undamaged. The Buyer is responsible for ensuring that the items are appropriately packaged to prevent damage during return transit.

RESTOCKING FEE: A restocking fee may apply to cover the costs associated with processing the return and restocking the items.

The exact restocking fee will be communicated to the Buyer at the time of the return authorization. Certain products such as multiple laptop carrying cases, tablets carrying cases and the charging stations are subject to a 25% restocking fee.

SHIPPING: The Buyer is responsible for covering the shipping costs unless the return is due to an error on the part of the Seller (e.g., wrong items shipped, defective products).

REFUND OR CREDIT: Upon satisfactory receipt and inspection of the returned stock items, the Seller will process the appropriate refund or issue a credit to the Buyer, as per their preference. The refund or credit will be for the purchase price of the returned items, minus any applicable restocking fees.

The Seller reserves the right to refuse returns that do not comply with the conditions specified in this Return Policy. The Buyer is advised to thoroughly review this policy and contact the Seller for any clarifications before initiating a return.

CONFIDENTIAL INFORMATION:

Any and all technical and non-technical information provided, disclosed, or made available by the Seller or its agents to Buyer or any of its Personnel, whether before, on, or after the date of this Agreement, which includes, without limitation: (a) information, documents, or agreements regarding or relating to the Seller's operations, employees, quotes, price lists, contracts, actual or potential customers (including any customer lists); (b) any information or documents provided to Buyer under or in connection with any current or future agreement between Buyer and Seller; (c) any information about the Seller's intellectual property or proprietary technology, software, information, data, processes, or knowhow; (d) any information disclosed orally, visually or in tangible form (such as documents, drawings, pictures, graphics, software, hardware, or graphs) that is identified or labeled as "Confidential" or similar at the time of disclosure; and (e) all other information that Buyer knew, or reasonably should have known, was the Confidential Information of the Seller. Buyer's obligations hereunder shall survive and continue in perpetuity with respect to any Confidential Information that is a trade secret under applicable law.

INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

Seller retains all intellectual property rights in the Product sold to Buyer, and will require Buyer and its Personnel not to seek patent, copyright, trademark, registered design, or other protection for any rights in any Product. Any Product sold to Buyer shall explicitly not be classified as a 'work made for hire' (as defined in Section 101 of the U.S. Copyright Act of 1976, as amended).

PRODUCT DISTRIBUTION RIGHTS:

Upon written approval, the Seller, at their discretion, shall grant the Buyer a non-exclusive right to market, distribute, and sell the Product. However, the Buyer is strictly prohibited from duplicating or modifying the Product.

LIMITATION OF LIABILITY & EXCLUSIVE REMEDY:

Buyer acknowledges and agrees that the entire liability of the Seller, and the exclusive remedy available to the Buyer, whether in law, equity, or otherwise, for any Product or service(s) provided under this agreement and/or for any breach of this agreement, shall be solely limited to the amount paid by the Buyer for such Product(s) or service(s) during the term of this agreement.

Seller, its suppliers, and contractors shall not be liable for any indirect, punitive, incidental, or consequential damages, including but not limited to loss of income or profit, or special damages, regardless of whether a claim for such damages is based on warranty, contract, negligence, product delays, missed delivery, non-delivery, failure to provide information, or any other legal theory. This limitation of liability applies to any and all information provided by the Seller regarding its products or services under this agreement, as well as any loss or liability resulting from acts of God, errors, omissions, or misstatements in such information.

The Buyer acknowledges and accepts this limitation of liability as a fundamental aspect of the agreement between the parties and agrees to release Seller, its suppliers, and contractors from any further liability beyond the aforementioned limit.

SEVERABILITY:

Buyer agrees that the terms of this Agreement are severable. If any term or provision is declared invalid, illegal, or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect. The Parties agree to negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent of the Parties.

WAIVER:

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Seller. The remedies of Seller under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time. Furthermore, the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

INDEMNIFICATION:

Buyer agrees to indemnify, defend, and hold harmless the Seller, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to Buyer's account (including negligent or wrongful conduct) by the Buyer or any other person accessing the Buyer's account.

MODIFICATIONS OF TERMS & CONDITIONS; TERMINATION:

Except as otherwise provided in this Agreement, Buyer agrees, during the term of this Agreement, that Seller reserves the right to unilaterally modify, amend, change, including, but not limited to, prices, services, features of service, and these Terms and Conditions without notice. Any such revision or change will be binding and effective after posting of the revised Terms and Conditions or change to the service(s) on the Seller's website, or upon notification to the Buyer by e-mail or United States mail. By continuing to purchase the Seller's products and services after any revision to this Agreement or change in service(s), Buyer agree to abide by and be bound by any such revisions or changes. Seller is not bound by nor should Buyer rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent, or representative of the Seller is authorized to alter or amend the terms and conditions of this Agreement.

These terms and conditions become applicable to the Buyer upon acceptance of the Buyer's purchase order. The Seller reserves the right to terminate these terms and conditions, or any part of them, without notice, at any time, and for any reason. However, the provisions relating to Copyrights, Trademark, Intellectual Property Right, Limitation of Liability, Indemnification, and Miscellaneous shall survive any termination.

NOTICE:

The Seller reserves the right to deliver notice to the Buyer through various means, including e-mail, a general notice on the website, or any other reliable method to the address provided by the Buyer to the Seller.

MISCELLANEOUS:

This agreement shall be governed in all respects by the laws of the state of California, U.S.A., without regard to choice of law provisions. The Buyer agrees that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this agreement shall be in the state or federal courts located in San Bernardino County, California.

Any cause of action or claim the Buyer may have with respect to this agreement must be commenced within one (1) year after the claim or cause of action arises.

Seller's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions.

The Seller reserves the right to assign its rights and duties under this Agreement to any party at any time without notice to the Buyer.

THE PARTIES HEREBY WAIVE ANY RIGHT TO JURY TRIAL:

The Buyer will not have the right to a trial by jury with respect to any action brought in connection with this Agreement and the Buyer's claim shall be resolved by binding arbitration, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including, when appropriate, its Procedures for Large, Complex Commercial Disputes. These Rules, as amended from time to time, are available on the Web at www.adr.org. Buyer agrees to pay all filing and other administrative fees necessary to initiate any such arbitration, subject to the right of the arbitrator to reallocate and assess such fees against other parties to the arbitration in accordance with the Arbitration Rules applicable to the proceedings.

SUPERSEDING EFFECT:

The Buyer agrees that the terms and conditions of sale set forth herein shall take precedence over any conflicting information or terms contained in any subsequent documents, including but not limited to purchase orders, exhibit or appendix, amendments, addendums, or modifications, unless expressly agreed in writing by the Seller. Any oral agreements or understandings shall not be binding unless reduced to writing and signed by the Seller.