

Los Rios Community College District

PURCHASE ORDER NO 0001120543

Purchasing: (916)568-3071
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000049644
FORMAX LLC
1 EDUCATION WAY
DOVER NH 03820

Phone: (800) 232-5535
Fax: (603) 743-6366

email:

Date	Revision	Page
03/28/2022		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1035258 BARNES-LIGUORIK HANEYB04OPER207 PRNTSVC		

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	MAINTENANCE PO FOR SN: 100048617, FORMAX COLORMAX 8 LOCATED IN PRINTING SERVICES.	1.00 CHG	1,895.00	1,895.00	05/24/2022

COPIER MAINTENANCE AGREEMENT
VALID FOR 04-01-2022 TO 06-30-2022

Maintenance Agreement includes travel and labor costs for the initial service repair visit to bring your equipment up to contract condition. All parts, labor and travel costs will be covered under this portion of the contract at no additional cost to the customer and up to (2) scheduled preventative maintenance necessary to repair the product within normal business hours of 8:00AM to 5:00PM. Preventative Maintenance visits should be scheduled by the service provider; however calls can also be scheduled by the customer directly.

NO PY PO_NEW

Sub Total Amount	1,895.00
Sales Tax Amount	0.00
Total PO Amount	1,895.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5600	11	FL.VA.PRNT	67900	00000	041A	1,895.00	2022

0001035258CHAVEZA25-MAR-2022

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

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FOLSOM CA 95630
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Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
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Verification of this purchase order can be made using the Los Rios Community College District web site listed below.
If you have any questions, please contact the Purchasing Office at email address: LRCCDpurchase@losrios.com.

<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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Requisition

Supplier: FORMAX LLC
1 EDUCATION WAY
DOVER NH 03820
United States

0000049644

Phone: (800) 232-5535 **Fax:** (603) 743-6366
email:

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001035258	03/14/2022	1	
Requisition Name:			
YR22 MAINT Formax			
Requester		Bldg#	
Kathy Barnes-Liquori		PRNTSVC	
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: BARNES-K 14-MAR-2022			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	MAINTENANCE PO FOR SN: 100048617, FORMAX COLORMAX 8 LOCATED IN PRINTING SERVICES.	1	CHG	1,895.00	1,895.00	

1,895.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 1,895.00

Contract includes travel and labor costs for the initial service repair visit to bring your equipment up to contract condition. All parts, labor and travel costs will be covered under this portion of the contract at no additional cost to the customer and up to (2) scheduled preventative maintenance necessary to repair the product within normal business hours of 8:00AM to 5:00PM. Preventative Maintenance visits should be scheduled by the service provider; however calls can also be scheduled by the customer directly.

Period: 4/1/2022 - 6/30/2022
PY PO#: New

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	11	FL.VA.PRNT	67900	00000	041A	1,895.00

Approval Signature	Approval Signature	Approval Signature
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1 Education Way • Dover, NH 03820 USA
Phone: 800-232-5535 • Fax: 603-743-6366
www.formax.com

Valid for 30 days from date of Quote

FOLSOM LAKE COLLEGE

NAME OF MACHINE	MODEL NO.	SERIAL NO.	RATE PER YR.	INSPECT PER YR.
DIGITAL COLOR PRINTER, FIXED HEAD	COLORMAX8	100048617	\$1,895.00	2
		SUBTOTAL		
		*TAX(IF APPLICABLE)		
		TOTAL	\$1,895.00	

****EFFECTIVE DATES 04/29/22 – 04/28/23****

SERVICE AGREEMENT

Contract includes travel and labor costs for the initial service repair visit to bring your equipment up to contract condition. All parts, labor and travel costs will be covered under this portion of the contract at no additional cost to the customer and up to **(2)** scheduled preventative maintenance necessary to repair the product within normal business hours of 8:00AM to 5:00PM. Preventative Maintenance visits should be scheduled by the service provider; however calls can also be scheduled by the customer directly.

Contract customers will receive a **One Business Day** priority response when service calls are placed during normal business hours of 8:00AM to 5:00PM.

All Maintenance contracts are bound by the “Standard Maintenance Contract Terms” attached, and will not go into effect until payment is received in advance.

Signature_____

Please fax a Tax Exempt Certificate if applicable

Date_____

Purchase Order # _____

Fax signed form to 603-743-6366 Attn: Rebecca Morgan or email to RMORGAN@FORMAX.COM

Sincerely,

Rebecca Morgan
Formax Contract Sales Associate
800-232-5535 Ext.115

Standard Maintenance Contract Terms

All services made by Formax. ("Formax") to its customers ("Customer") are subject to these Standard Maintenance Agreement Terms ("Terms").

1. Agreement Terms and Termination

The initial period of these Terms commences on the Service Start Date and concludes on the Expiration Date specified in the Maintenance Agreement ("MA") with automatic renewal of successive one-year terms that can be terminated by either party upon thirty days written notice. Maintenance service for equipment added after the start of the term continues for the remainder of the term.

2. Charges

2.1 Invoicing and Terms of Payment: Formax invoices all annual charges in advance and Customer's payment is due prior to the Renewal Date or Service Start Date.

2.2 If the Customer's usage of the equipment changes, the price will change accordingly where applicable. Equipment used for multiple shift (more than eight hours per day) operation may be subject to an additional charge. The MA will be re-billed immediately at the prorated amount.

2.3 Renewals will be available at the then current prices and terms, as long as an MA is available. All Renewals are subjected to a 3-5% increase each year.

2.4 Inspection/Repair Charges: Equipment for which the Manufacturer's product warranty has expired more than thirty days prior to the Acceptance Date hereof is subject to inspection and repairs, in accordance with Formax's then current policies and charges, prior to the commencement of maintenance service.

2.5 If your organization requires significant documentation for renewal of the agreement or vendor set up, there will be a \$150.00 processing charge.

3. Contracts

3.1 Warranty and extended warranty contracts are available with a variety of response times. All contracts include interim repairs and cover all parts and labor charges, excluding consumables and/or accessories as specified on the contract.

3.2 All contracts require that customer certifies equipment is in working condition prior to commencing contract. See Item 2.4. The customer is responsible for the cost of any parts needed to repair the equipment within the first thirty days of the MA.

3.3 Shredder and Cutter Contracts exclude travel and labor coverage on all service issues related to cutting blades, spacers, shafts, bearings, gears & all other components that comprise and attach to the cutting head assembly- parts are excluded after manufacturer's original warranty.

3.4 The Customer is responsible for securing their network during any software service repairs where a technician is required to remote into the Customer's computer.

4. General Maintenance Service Conditions

4.1 All equipment, parts and materials exchanged due to maintenance service will become the property of Formax at no charge. The Customer warrants that as of the date of exchange, Formax is the lawful owner of the exchanged item. All rights, titles, and interests therein are transferred to Formax free and clear of all liens and encumbrances.

4.2 Customer Preventive Maintenance Responsibility: The Customer will use and service the specified equipment in such a manner specified in the documentation and instructions applicable to the specified equipment. Consumables and supplies must meet the requirements of the Manufacturer.

4.3 Proprietary Information, Maintenance Tools and Equipment: Formax Maintenance Materials include all maintenance equipment, tests, diagnostic, and verification information and routines, tools and documentation whether on Formax or Customer owned media and whether on Customer's site or accessible by remote inquiry or incorporated in the equipment. All Formax's Maintenance Materials are the property of Formax. The Customer will secure and protect all confidential and proprietary items consistent with the rights therein.

4.4 "Fix or Replace" Option: If Formax chooses to replace customer's equipment, Formax will replace the equipment with a comparable unit. The replacement unit will inherit the existing unit's warranty or contract with no change in original expiration date.

4.5 Maintenance Service Exclusions:

A. Formax is not liable for any failure or delay due to any cause beyond its control and has no obligation arising out of the abnormal use of any item, site conditions not conforming to applicable Manufacturer specifications, or any causes external to any item, including but not limited to acts of God, fire or water damage, criminal conduct, neglect, acts of war, riots, strikes, lighting, electrical disturbances, earthquakes, or other similar causes. Any service that is outside the scope of these Terms may be provided, as available, in accordance with Formax's then current terms, conditions and charges.

B. Any service not specified herein including overhaul or refurbishment of the equipment due to age or prolonged usage is outside the scope of these Terms.



1 Education Way • Dover, NH 03820 USA
Phone: 800-232-5535 • Fax: 603-743-6366
www.formax.com

C. Formax is not liable to the Customer for any loss, damage or equipment problems arising from:

1. The Customer's failure to comply with any Customer designated responsibilities, including providing and proper care of equipment consumables or expendables, or Customer's abuse, misuse, or shipment of equipment.
2. The attachment of devices not maintained hereunder, relocation of equipment or the alteration, adjustment, repair or de-installation/re-installation of any equipment by anyone other than a Formax-authorized service representative.

D. Any equipment involved in such activity is subject to inspection at Formax's then current terms, conditions and charges prior to the continuation of maintenance services and Formax reserves the right to terminate maintenance service for the affected equipment upon thirty days written notice.

E. Any upgrades, re-fitting, or changes of design are excluded from contractual liability. These changes include, but are not limited to, electronic or mechanical changes. Such changes are eligible for Formax's then current charges even if the changes are recommended by an associate of Formax, the Manufacturer, or any other technical authority on the specified equipment.

F. Any failure, which includes, but is not limited to, the inability to operate, incorrect configurations or incorrect cabling of any peripheral device such as host computer systems, modems, print buffers, data cables, etc. are excluded from contractual liability. Any correction to the above can be provided at Formax's current charges unless otherwise specified.

G. Recurring service calls due to simple operator adjustments, environment issues such as humidity being high/low or excessive static on the forms, can be charged to the customer for labor and travel reimbursement after prior written warning of the specific issue provided to Formax. Such written warning will notify the customer of potential future charges if service calls are placed for the same specified reasons.

H. Contract excludes parts and labor coverage on all service issues related to cutting blades, spacers, shafts, bearings, gears & all other components that comprise and attach to the cutting head assembly. Agreement assumes that the equipment is functioning and in good operating condition. Any parts not covered under the contract will be billable to the customer at the current rate upon completion of the visit. Maintenance contracts are bound by the "Standard Maintenance Contract Terms"

4.6 The Customer is to pay Formax's then current charges for service due to any of the above exclusions.

5. Limitation of Remedy

5.1 Formax and Customer are not liable for any indirect, special or consequential damages or lost profits to anyone arising out of these Terms or the use of maintenance service, documentation or maintenance materials.

5.2 No other warranty, expressed or implied, shall apply to the parts and services provided under these Terms, including any warranty of merchantability or fitness for a particular purpose, which are expressly disclaimed. In no event will Formax be liable for any special, direct, indirect, incidental or consequential damages of any kind, including without limitation, loss of use, loss of data, loss of profits or liabilities to third parties, however caused; whether by negligence of Formax or otherwise. In no event will Formax's liability exceed the annual price per unit paid by customer under these Terms.

6. General

6.1 Formax may terminate this agreement at any time, with or without cause. In the event that the maintenance agreement is cancelled, Formax will refund the prorated balance of the MA price from that date.

6.2 All orders are subject to acceptance by Formax and fulfillment of Formax's credit requirements.

6.3 Any notice or other communication permitted or required by Customer are to be sent by first class mail to Formax.

6.4 Formax's obligations under these Terms are limited to its service coverage area.

6.5 Formax may assign these Terms in whole or part to any third party service provider without the prior consent of the Customer. Formax may assign all or part of the payments to the extent that Formax's obligations to Customer are not affected.

6.6 If the Customer fails to perform as provided herein, Formax has the right to terminate the MA and to exercise any other remedy existing in law or in equity. Customer is to pay Formax all costs and expenses including attorney's fees incurred in the exercising of its rights and remedies. No delay or failure of Formax to exercise any right or remedy constitutes a waiver.

Signed: FORMAX

By Representative: Rebecca Morgan

At: 1 Education Way Dover, NH 03820

Approved: FORMAX

By:

Rebecca Morgan

Title: Maintenance Contract Sales Associate

Phone: (800) 232-5535 Ext 115

Customer:

Address:

City:

State:

P.O. # _____

By: _____

Title: _____

Effective Date:



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www.formax.com

CUSTOMER CONTACT INFORMATION

COMPANY: Folsom Lake College _____ **Serial #:** _100048617_

EQUIPMENT ADDRESS:

10 College Parkway _____

_____ Folsom, CA 95630 _____

NAME OF USER: _____ Printing Services _____

PHONE: _____ 916-608-6650 _____

EMAIL: flc-printing@flc.losrios.edu _____

BILLING ADDRESS:

Los Rios Community College District

1919 Spanos Ct

Sacramento, CA 95825 _____

ACCOUNTS PAYABLE:

NAME: _____

PHONE: _____

EMAIL: _____

ACCOUNTING MANAGER:

NAME: _____

PHONE: _____

EMAIL: _____

PLEASE RETURN TO: SUE CROUCH BY EMAIL: SCROUCH@formax.com