



1010 Illinois Street Des Moines, Iowa 50304 • 515-244-5203

PURCHASE AGREEMENT

Agreement #

BUYER

Stanley Consultants, Inc.

225 Iowa Avenue

Muscataine, IA 52761

SHIP TO

Stanley Consultants, Inc.

3133 E Camelback Rd

Suite 100

Phoenix, Arizona 85016

☒ ORDER TO BE FILLED

☐ ORDER DELIVERED

P.O. # H0303.05.01.020.00040

Date:

QUANTITY	MANUFACTURER	DESCRIPTION OF GOODS	UNIT PRICE	AMOUNT
1	Canon imageRUNNER ADVANCE	DX C3926i		\$5,535.00
1	Cabinet Type-W			
1	Inner Finisher-L1			
1	Canon imageRUNNER ADVANCE	DX C3935i		\$8,752.00
1	Cassette Feeding Unit-AW1			
1	Inner Finisher-L1			
2	Canon Solutions	Authorized Send	\$745.80	\$1491.60
2	Canon	MiCard Plus	\$264.76	\$529.52
2	Software Solution Support	1 hour	\$200.00	\$400.00
			Total*	\$16,708.12

**\*PLUS ALL APPLICABLE SALES TAX**

PURCHASER ACKNOWLEDGES THAT HE OR SHE HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS SET FORTH ON THE FRONT AND REVERSE SIDE OF THIS AGREEMENT, AND THAT THESE TERMS MAY NOT BE AMENDED OR MODIFIED EXCEPT IN WRITING EXECUTED BY AN AUTHORIZED OFFICER OF SELLER AND AN AUTHORIZED AGENT OF PURCHASER. THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BY AN AUTHORIZED OFFICER OF SELLER AT ITS OFFICES IN DES MOINES, IOWA.

**Major credit cards may be used for purchases and deposits. A 2.5% convenience fee will be added to all transactions totaling \$5,000 or more.**

ACCEPTED BY SELLER: INFOMAX OFFICE SYSTEMS, INC.

AUTHORIZED OFFICER

TITLE

PURCHASER:

DocuSigned by:

William Harper

1FC47F2134F448F...

AUTHORIZED AGENT

VP Director Tax & Treasury

TITLE

## TERMS AND CONDITIONS

The words **you** and **your** mean the Purchaser. The words **we**, **us** and **our** refer to the Seller

- 1. TRANSACTION, TITLE AND SECURITY INTEREST:** We agree to sell and provide and you agree to purchase equipment, supplies or other products hereinafter called "Equipment". Title and ownership of the Equipment, or any part or item thereof, shall remain vested in us until delivery to you and receipt of final payment in full by you, at which time title and ownership shall vest in you free and clear of any lien or encumbrance by us. Until such time, we shall retain a security interest in the Equipment in possession of you, and you agree to execute and deliver a Financing Statement or such other documentation as we may require. You hereby authorize us with your power of attorney to sign and file such documentation as may be required to perfect the security interest of us. Until payment in full is received by us, you shall not transfer, encumber, or otherwise dispose of said Equipment or any part thereof, make any material change or remove any part of said Equipment from the delivery location without obtaining prior consent in writing from us.
- 2. PAYMENT OF PURCHASE PRICE, INTEREST:** The purchase price for the Equipment shall be set forth on the front side hereof. Your obligations are not subject to any set-off, defense or counter claim for any reason whatsoever. In the event you fail to pay for the Equipment within our invoice terms, we may add interest to the unpaid balance from the date of delivery at the rate of one and one-half percent (1 ½%) per month, or the highest rate of interest then allowable by law, whichever is less. All payments shall be first applied to interest and the balance to principal.
- 3. WARRANTY:** We are selling the Equipment to you "as is". We will transfer to you any warranties made by the manufacturer or the supplier to us. THE WARRANTIES, IF ANY, PROVIDED BY THE SUPPLIER OR MANUFACTURER, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION, DESIGN, CAPACITY OR PERFORMANCE OF THE EQUIPMENT, AVAILABILITY OF PARTS AND SUPPLIES, OR ITS MERCHANTABILITY. IN ADDITION, THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFRINGEMENT. THE SELLER SHALL HAVE NO LIABILITY TO PURCHASER OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS OR INJURY OF ANY KIND WHATSOEVER, LATENT OR OTHERWISE, WHETHER ARISING FROM SELLERS NEGLIGENCE OR THE APPLICATION OF THE LAWS OF STRICT LIABILITY, NOR SHALL THERE BE ANY ABATEMENT OF PAYMENTS OR RELEASE OF PURCHASER FROM ANY OF ITS OBLIGATIONS HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (I) THE DEFICIENCY OF INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO SELLER, (II) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT, (III) THE USE OR THE PERFORMANCE OF THE EQUIPMENT, (IV) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT OR DELAYS IN SHIPPING, OR (V) ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, RESULTING FROM ANY OF THE FOREGOING. UPON THE PURCHASER'S ACCEPTANCE OF THE EQUIPMENT, THIS AGREEMENT IS NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCUSE OR SUBSTITUTION WITHOUT THE CONSENT OF THE SELLER.
- 4. INSTALLATION AND MAINTENANCE:** If we agree to install the Equipment as a part of this Agreement, we will only provide initial installation, testing and adjustments. We will provide ongoing maintenance, adjustments or support on a time and materials basis or under a separate maintenance agreement or support agreement at then current pricing. You agree that we may modify equipment to enhance performance and extend functionality.
- 5. RISK OF LOSS:** All risk of loss or damage to the Equipment or any item, element or component thereof, shall be borne by you from the date of delivery, and you agree to insure the Equipment for all risks of casualty loss including fire and extended coverage sufficient to protect at least the unpaid balance of the purchase price from us and to name us as an insured until such time as purchase price is paid in full. We assume no responsibility for replacement.
- 6. INDEMNIFICATION:** We are not responsible for any injuries, damages, claims, penalties, or losses, including legal expense, incurred by you or any other person caused by the installation, manufacture, selection, purchase, ownership, possession, maintenance, condition, use, return, or disposition of the Equipment. You agree to reimburse us for any liabilities, costs, or expenses (including Attorney's fees) incurred by us in connection with the Agreement and to defend us against any claims for such injuries, damages, penalties, claims, or losses. This indemnity continues after the Agreement has expired.
- 7. TRAINING, OTHER PRODUCTS, COMPUTER NETWORK ASSISTANCE AND SOFTWARE:** We will train you on the use of the Equipment in accordance with any training and pricing we offer in writing as a part of this Purchase Agreement. We also offer training under separate agreement at then current prices. We will use best efforts to initially recommend the proper Equipment based on your stated applications and usage. Your actual applications and usage patterns may be different, change, or vary and thus require other products to ensure the satisfactory operation of the Equipment. If other products are needed, we will provide them on request at then current pricing to you. If Equipment is connected to a computer system or computer network, you will be required to sign an Infomax ConnectPlus Agreement. We will provide training and assistance as per the terms, conditions, and pricing of the Infomax ConnectPlus Agreement. Any software provided pursuant to this Agreement is subject to the terms and conditions of any license agreement as outlined by the software vendor, manufacturer, or author. You are solely responsible for protecting and/or removing any data/images stored on the equipment.
- 8. DEFAULT:** In the event of default in the payment of any obligations of you, we may declare the balance immediately due and payable and shall be entitled to all remedies at law or in equity, including those of a secured party under the Uniform Commercial Code. We retain the right to retake possession of the Equipment with or without prior notice or demand to you and without court proceeding. You agree that we have the access to the premises where Equipment is located for the purpose of removing the Equipment. You waive any and all claims against us with respect to such retaking.
- 9. CUSTOMER P.O.:** You agree that any Purchase Order issued to us covering the purchase of this Equipment is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms of this Agreement.
- 10. TAXES AND FEES:** You agree to pay when due all taxes, fees, fines and penalties related in any way to this Agreement, the Equipment or any services related hereto, now or hereafter imposed, levied or assessed by any state, federal or local government or agency, except for taxes based upon our net income.
- 11. ATTORNEY'S FEES AND COSTS:** The parties agree that in the event of any termination or default by you under the terms of this Agreement, or upon the event of any action by us to collect any amounts due under this Agreement, or to retake any Equipment, or upon the event of us taking any action to enforce our rights under the Agreement, you shall pay the costs of any such action including attorney's fees incurred by us.
- 12. GOVERNING LAW AND PLACE OF SUIT:** The parties agree that this Agreement should be construed and governed in all respects according to the laws of the State of Iowa. The parties further agree that any action at law, suit in equity, or other judicial proceeding based on or arising out of this Agreement or relationship shall be instituted in the Iowa District Court in Polk County, Iowa and each party consents to the jurisdiction of said court. The parties hereto each waive the right to a trial by jury.
- 13. SURVIVAL OF PROVISIONS:** Provisions concerning the remedies of us upon the event of termination or default shall survive the termination of this Agreement. The parties further agree that the provisions concerning the exclusion of warranties shall survive the termination of this Agreement.
- 14. WAIVER:** The failure of us to insist upon strict performances of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.
- 15. SEVERABILITY:** It is agreed by the parties that if any part of this Agreement is held, by a Court of proper or controlling jurisdiction to be illegal or in conflict with the laws of the State of Iowa, such part will be treated as severable, leaving valid the remainder of this Agreement.
- 16. FACSIMILE:** The parties agree that a facsimile print of this Agreement bearing authorized signatures may be treated as an original.
- 17. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between you and us and no modification of this Agreement shall be effective unless in writing and signed by the parties. Notwithstanding the foregoing, the parties hereto may execute one or more supplement contracts, which shall become part of this Agreement upon the execution thereof.

Purchaser Initials  **DS** Indicating that front and back of Agreement has been received and returned if faxed.

Rev. 02/07/2023