Between

Sr. hoo

TIPS VENDOR AGREEMENT

(Company Name)

and

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

171001 Audio Visual Equipment, Supplies and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

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Terms and Conditions

Freight

If applicable. all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Davis Bacon Act requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer. **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any

time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

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- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Fees for this award are 2%.

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

2. Indemnity for Personality Agreements. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, vendor shall be responsible for their proportional share of the claim.

2. Indemnity for Performance Agreements. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or ficers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or ficers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or ficers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order form a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFOMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. Tips shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Bonding

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Construction Projects (when applicable)

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreignterrorist.pdf

- <u>Agreements</u>: All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- Promotion of Agreement: It is agreed that Vendor will encourage all eligible entities to
 purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor
 and not through TIPS Agreement is a breach of this agreement terms and conditions and will
 result in termination and rescission of this agreement and removal of the Vendor from the
 <u>TIPS Program</u>.
- <u>Daily Order Confirmation</u>: All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- <u>Back Ordered Products</u>: If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

Addendum #4 RFP 171001 Audio Visual Equipment, Supplies and Services

TIPS Admin Fee schedule for this RFP has been changed and is now 1% on all sales under the contract for goods AND services.

TIPS Vendor Agreement Signature Form

RFP 171001 Audio Visual Equipment, Supplies and Services

tterp rc A OO Company Name arn **Address** City State 77 Phone 4 710 0 Fax com Email of Authorized Representative _____ Name of Authorized Representative Title MAN Signature of Authorized Representative Date 0 1201 TIPS Authorized Representative Name ____Meredith Barton Title Vice-President of Operations eredith **TIPS Authorized Representative Signature** Approved by ESC Region 8 Aavid Mayne Fitts Date 12/15/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information | on | Contact Info | ormation | Ship to Information |
|--------------------------|--|---------------------------|--|------------------------|
| Bid Creator | Rick Powell General Counsel/Procurement Compliance Officer | Address | Region VIII Education Service Center 4845 US Highway 271 | Address |
| Email Phone | rick.powell@tips-usa.com (903) 575-2689 | | North Pittsburg, TX 75686 | Contact |
| Fax | | Contact | Kristie Collins, Contracts Compliance | Department Building |
| Bid Number Title | 171001 Addendum 4 Audio Visual Equipment, | | Specialist | Floor/Room |
| Bid Type | Supplies and Services RFP | Departmen Building | t | Telephone Fax |
| Issue Date Close Date | 10/5/2017 08:00 AM (CT) 11/27/2017 03:00:00 PM (CT) | Floor/Room | 1 | Email |
| | | Telephone Fax Email | +1 (866) 839-8477 +1 (866) 839-8472 bids@tips-usa.com | |
| Supplier Info | mation | | | |
| Company Address | School Outfitters (Schoolhouse 3736 Regent Ave | Outfitters LL | C) | |
| | Cincinnati, OH 45212 | | | |

Contact Department Building Floor/Room Telephone (800) 260-2776 Fax (800) 494-1036 Email Submitted 11/9/2017 10:09:17 AM (CT) Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kristy Lohmiller Email contracts@schooloutfitters.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

| Date | Subject | Message |
|----------|--|---|
| 10/30/17 | Anticipated Schedule of Award or Related Events | The Anticipated Schedule of Award or Related Events addendum reflected a January 2017 award date and is hereby corrected to change from January xx, 2017 to 2018. |

| | lease review the following and respond where necessary | | | | |
|----|--|---|---|--|--|
| # | Name | Note | Response | | |
| 1 | Yes - No | Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. | No | | |
| 2 | Yes - No | Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. | No | | |
| 3 | Yes - No | The Vendor can provide services and/or products to all 50 US States? | Yes | | |
| 4 | States Served: | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) | | | |
| 5 | Company and/or Product Description: | This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) | Since 1998, educators have found School Outfitters to be an invaluable resource for furnishing their schools. With convenient online shopping and expert customer support, School Outfitters makes it easy for teachers to create effective learning environments for their students; we're a one-stop shop for all of your classroom needs. We've built relationships with some of the best-known brands in in the industry, as well as building our own lines of school furniture and equipment, to ensure that educators can find the furniture and equipment they need at budget-friendly prices. | | |
| 6 | Primary Contact Name | Primary Contact Name | Emily Wilson | | |
| 7 | Primary Contact Title | Primary Contact Title | Senior Contract Specialist | | |
| 8 | Primary Contact Email | Primary Contact Email | contracts@schooloutfitters.com | | |
| 9 | Primary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 800-260-2776 | | |
| 10 | Primary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 800-494-1036 | | |
| 11 | Primary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | | | |

| 12 | Secondary Contact Name | Secondary Contact Name | Kristy Lohmiller |
|----|------------------------------|--|--------------------------------|
| 13 | Secondary Contact Title | Secondary Contact Title | Senior Contract Specialist |
| 14 | Secondary Contact Email | Secondary Contact Email | contracts@schooloutfitters.com |
| 15 | Secondary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 800-260-2776 |
| 16 | Secondary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 800-494-1036 |
| 17 | Secondary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | |
| 18 | Admin Fee Contact Name | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. | Kelsey Naber |
| 19 | Admin Fee Contact Email | Admin Fee Contact Email | contracts@schooloutfitters.com |
| 20 | Admin Fee Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 800-260-2776 |
| 21 | Purchase Order Contact Name | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. | Sales Department |
| 22 | Purchase Order Contact Email | Purchase Order Contact Email | sales@schooloutfitters.com |
| 23 | Purchase Order Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 800-260-2776 |
| 24 | Company Website | Company Website (Format - www.company.com) | www.schooloutfitters.com |
| 25 | Federal ID Number: | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) | 61-1341943 |
| 26 | Primary Address | Primary Address | 3736 Regent Ave |
| 27 | Primary Address City | Primary Address City | Cincinnati |
| 28 | Primary Address State | Primary Address State (2 Digit Abbreviation) | ОН |
| 29 | Primary Address Zip | Primary Address Zip | 45212 |

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Yes - No

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Most of our members receive Federal Government grants

Activity Tables Bulletin Boards Cafeteria Furniture Cafeteria Tables Carts Classroom Rugs Cork Boards Cubbies Drafting Tables Drafting Chairs Dry Erase Boards Easels Enclosed Bulletin Boards Folding Chairs Folding Tables Library Furniture Library Tables Library Shelving Lockers Office Chairs Portable Stages Preschool Furniture Preschool Tables Preschool Chairs **Risers Room Dividers School Chairs** School Desks School Furniture Science Tables Science Furniture Lab Stools Stack Chairs Stools Storage Cabinets Storage Cubbies Task Chairs Training Tables Waiting Room Furniture White Boards School Tables Markerboards **Classroom Desks Stack Chairs** Chalkboards Blackboards **Classroom Chairs Stools Teacher** Chairs Lab Stools Metal Stools Chair Desks Combo Desks Teacher Desks Projection Whiteboards Cork **Roll Stacking Chairs Lunch Chairs** Lunch Tables Classroom Rugs Room Dividers Lab Tables Metal Folding Chairs Storage Cabinets Chair Storage Chair Carts Table Carts Locking Storage Cabinets **Computer Chairs Laptop Cabinets** Computer Carts Computer Desks Conference Tables Lunchroom Tables Enclosed Bulletin Boards Picnic Tables Outdoor Benches Partitions Filing Cabinets ADA **Tables Media Carts**

Yes

| 32 | Yes - No | and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority | Νο |
|----|---------------------------|--|------------|
| | | (A) has its principal place of business in Texas; | |
| | | OR | |
| | | (B) employs at least 500 persons in Texas? | |
| 33 | Company Residence (City) | Vendor's principal place of business is in the city of? | Cincinnati |
| 34 | Company Residence (State) | Vendor's principal place of business is in the state of? | ОН |

| 35 | Felony Conviction Notice: | (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." | (No Response Required) |
|----|---|--|------------------------|
| 36 | Yes - No | A publicly held corporation; therefore, this reporting requirement is not applicable? | No |
| 37 | Yes - No | Is owned or operated by individual(s) who has/have been convicted of a felony? | No |
| 38 | If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony: | Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal. | |
| 39 | Pricing Information: | Pricing information section. (Questions 39 - 43) | (No Response Required) |
| 40 | Discount Offered | What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. | 3% |
| 41 | TIPS administration fee | By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member. | (No Response Required) |
| 42 | Yes - No | Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. | Yes |
| 43 | Yes - No | Do you offer additional discounts to TIPS members for large order quantities or large scope of work? | No |

| 44 | Start Time | Average start time after receipt of customer order is working days? | 5 |
|----|-----------------------------------|---|------------------------|
| 45 | Years Experience | Company years experience in this category? | 18 |
| 46 | Resellers: | Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. | Yes |
| 47 | Prices are guaranteed for? | Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? | YES |
| 48 | Right of Refusal | Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? | No |
| 49 | NON-COLLUSIVE BIDDING CERTIFICATE | By submission of this bid or proposal, the Bidder certifies that: | (No Response Required) |
| | | This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. | |

| 50 | Texas HB 89- Texas Government code §2270 |
|----|--|
| | compliance |

Texas 2017 House Bill 89 has been signed into law by the YES governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8. FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL. I swear and affirm that the above is true and correct by a "YES" response.

51 CONFLICT OF INTEREST QUESTIONNAIRE -FORM CIQ

Filing of Form CIQ

Regulatory Standing

52

53

54

E - If you have a conflict of interest as described in this form No or the Local Government Code Chapter 176, cited therein-you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf

Do you have any conflicts under this statutory requirement?

If yes (above), have you filed a form CIQ as directed here? Yes

 Regulatory Standing
 I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.
 Yes

Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required) that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company. Instructions for Certification:

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

| | | transaction originated may pursue available remedies, including suspension and / or debarment. | |
|----|--|---|-----|
| 57 | Suspension or Debarment Certification | Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. | Yes |
| | | By submitting this offer and certifying this section, this bidder: Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. | |
| 58 | Non-Discrimination Statement and Certification | In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruc | Yes |

Not a negotiable term. Failure to agree will render your

| | | proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations. | |
|----|---|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds. The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts | Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? | Yes |
| 61 | 2 CFR PART 200 Termination | Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? | Yes |

| | | Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? | |
|----|--|---|-----|
| 63 | 2 CFR PART 200 Byrd Anti-Lobbying Amendment | Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree? | Yes |
| 64 | 2 CFR PART 200 Federal Rule | Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act? | Yes |

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 65 2 CFR PART 200 Procurement of Recovered Materials

66 Indemnification

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

6

Yes

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

| 67 | Remedies | The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms? | Yes, I Agree |
|----|-------------------------------------|---|--------------|
| 68 | Remedies Explanation of No Answer | | |
| 69 | Choice of Law | This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? | Yes |
| 70 | Jurisdiction and Service of Process | Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties. | Yes |

| | | Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? | |
|----|--|--|--------------|
| 71 | Alternative Dispute Resolution | Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost. Do you agree to these terms? | Yes, I Agree |
| 72 | Alternative Dispute Resolution Explanation of No Answer | | |
| 73 | Infringement(s) | The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms? | Yes, I Agree |
| 74 | Infringement(s) Explanation of No Answer | | |
| 75 | Acts or Omissions | The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms? | Yes, I Agree |
| 76 | Acts or Omissions Explanation of No Answer | | |
| 77 | Contract Governance | Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. | Yes |

79 Insurance and Fingerprint Requirements Information Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees (No Response Required)

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have

contractor or subcontractor who have or Will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal

a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

81 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Some

Yes

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

Terms & Conditions - Shipments: Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer's production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders. • Installation Services: Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state's wage rates. • Pricing: School Outfitters is offering an additional percentage off of our already discounted prices on our website www.schooloutfitters.com for all of the manufacturer's listed on our Pricing page. We are offering TIPS better pricing than typically offered for other like cooperative procurement organizations. • Terms & Conditions -TIPS member Purchasing Procedures: If the customer calls and requests to order off of the TIPS Audio Visual Equipment, Supplies & Services Contract: School Outfitters will direct the customer to send their PO directly to TIPS or School Outfitters will send the PO to TIPS for approval before placing the order. If the customer calls and does not request to order off of the TIPS Audio Visual Equipment, Supplies & Services Contract: School Outfitters will proactively market the TIPS Audio Visual Equipment, Supplies & Services Contract to the customer. School Outfitters will process the PO and will send TIPS a custom report on an agreed upon interval of time (weekly, bi-monthly, monthly). • TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount. • Volume discounts are available by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted. • School Outfitters sub-contracts all services to National and Regional Installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB

vendors on a per project basis if requested by the district. • School Outfitters currently does not have any covered employees or subcontractors performing services in Texas. If we have employees or subcontractors having continuing duties related to the service to be performed at the District and have or will have direct contact with students we will comply with all Texas Education Code Chapter 22 requirements.

83 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

84 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer's production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders. • Installation Services: Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state's wage rates. • Pricing: School Outfitters is offering an additional percentage off of our already discounted prices on our website www.schooloutfitters.com for all of the manufacturer's listed on our Pricing page. We are offering TIPS better pricing than typically offered for other like cooperative procurement organizations. • Terms & Conditions -TIPS member Purchasing Procedures: If the customer calls and requests to order off of the TIPS Audio Visual Equipment, Supplies & Services Contract: School Outfitters will direct the customer to send their PO directly to TIPS or School Outfitters will send the PO to TIPS for approval before placing the order. If the customer calls and does not request to order off of the TIPS Audio Visual Equipment, Supplies & Services Contract: School Outfitters will proactively market the TIPS Audio Visual Equipment, Supplies & Services Contract to the customer. School Outfitters will process the PO and will send TIPS a custom report on an agreed upon interval of time (weekly, bi-monthly, monthly). • TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount. • Volume discounts are available by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted. • School Outfitters sub-contracts all services to National and Regional Installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB

vendors on a per project basis if requested by the district. • School Outfitters currently does not have any covered employees or subcontractors performing services in Texas. If we have employees or subcontractors having continuing duties related to the service to be performed at the District and have or will have direct contact with students we will comply with all Texas Education Code Chapter 22 requirements.

(No Response Required)

85 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

Response Total:

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

| Entity Name | Contact Person | Email | Phone |
|---------------------------------------|-------------------|----------------------------|---------------|
| Sycamore Community School District | Chad Lewis | lewisc@sycamoreschools.org | (513)686-1700 |
| KIPP DC | Nate Schwartz | nate.schwartz@kippdc.org | (202)276-8008 |
| San Mateo Foster City School District | Bridget Biggins | bbiggins@smfc.k12.ca.us | (650)655-3331 |
| Lake Washington School District | Marlee Sunderland | msunderland@lwsd.org | (425)936-1421 |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

Resellers - Dealers Optional - For proposers with resellers

This resellers document is for proposers to list any other companies that resell their products.

Only list resellers of your products that are located in the US or Canada.

Example: If a furniture manufacturer were responding to our RFP, then the furniture manufacturer would list on the resellers list sheet the

furniture dealers that carry their products.

| | Reseller/Dealer Name | Address | City | State | Zip | Contact Name | Contact Email | Contact Phone | Contact Fax | Company Website |
|--|----------------------|---------|------|-------|-----|--------------|---------------|---------------|-------------|-----------------|
|--|----------------------|---------|------|-------|-----|--------------|---------------|---------------|-------------|-----------------|

| The Aquiline Group | 1801 Columbia Road, Suite 101 | Washington | DC | 20009 Evelyn Rodriguez | evelyn@theaquilinegroup.com | 202.483.1757 | 202.462.3781 | http://theaquilinegroup.com/ |
|--------------------|-------------------------------|------------|----|------------------------|-----------------------------|--------------|--------------|------------------------------|
|--------------------|-------------------------------|------------|----|------------------------|-----------------------------|--------------|--------------|------------------------------|

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization Name/Tit

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A <u>or B or C</u>.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official:

OR

B) My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

| Name of Felon(s): | | |
|---|---|--|
| | | |
| Details of Conviction(s): | | |
| You may attach anther sheet | - | |
| Signature of Authorized Company Official: | | |

171001 Audio Visual Equipment, Supplies and Services <u>Federal Requirements for Procurement and Contracting with small and minority</u> <u>businesses, women's business enterprises, and labor surplus area firms.</u>

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)



2. If yes, do you agree to comply with the following federal requirements? (Circle one)



2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into

smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business

Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name_CCMOO atsy Print name of authorized representative / Signature of authorized representative Date 0 26 2017

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

_____as an authorized representative of Simmon , a contractor/vendor

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the abovenamed Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreignterrorist.pdf

I swear and affirm that the above is true and correct.

Authorized Company Representative

10 26 2017

171001 Audio Visual Equipment, Supplies and Services

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you <u>must</u> make a <u>copy</u> of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I <u>DO NOT</u> desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

| Name of company claiming conf | idential status of 1 | naterial | | |
|--|----------------------|-------------------|------------|--|
| Printed Name, Title, and Signatu | re of authorized c | ompany officer | claiming c | onfidential status of material |
| Address | City | State | ZIP | Phone |
| ATTACHED ARE COPIES OF | PAGES | OF CONFIDEN | ITIAL MA | TERIAL FROM OUR PROPOSAL |
| | | | | |
| Express Waiver: I desire to exp within our response to the comp following and submitting this sh | etitive procuremen | t process (e.g. H | RFP, CSP, | to any and all information contained Bid, RFQ, etc.) by completing the Center Region 8 and TIPS. |
| School Out Fitter | 5 | | | |
| Name of company expressly wai | - | | | \bigcirc |
| Patsy Simmons, | Sales May | nager | Tate | MMDM waiving confidential status of material |
| | Incinnati | | 45717 | 800 · 2160 - 2776 |
| Address | City | State | ZIP | Phone Phone |

Rev. 10/14

HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

| | If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete: |
|----------|---|
| | Section 1 - Respondent and Requisition Information |
| | Section 2 a Yes, I will be subcontracting portions of the contract |
| | Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors |
| | Section 2 c Yes |
| | Section 4 - Affirmation |
| | GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b. |
| > | If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <u>continuous</u> <u>contract</u> in place for five (5) years or less <u>meets or exceeds</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete: |
| | Section 1 - Respondent and Requisition Information |
| | Section 2 a Yes, I will be subcontracting portions of the contract |
| | Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB |
| _ | vendors and Non-HUB venders |
| 느느 | Section 2 c No |
| | Section 2 d Yes |
| | Section 4 - Affirmation |
| | GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b. |
| | If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <u>continuous contract</u> in place for five (5) years or less <u>does not meet or exceed</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete: |
| | Section 1 - Respondent and Requisition Information |
| | Section 2 a Yes, I will be subcontracting portions of the contract |
| | Section 2 b List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors |
| _ | and Non-HUB vendors |
| 님 | Section 2 c No |
| 님 | Section 2 d No |
| 님 | Section 4 - Affirmation |
| | GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b. |
| | If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete: |
| | Section 1 - Respondent and Requisition Information |
| Z | Section 2 a No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources |
| <u>N</u> | Section 3 - Self Performing Justification |
| X | Section 4 - Affirmation |
| | |

<u>*Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts.
- 32.9 percent for all special trade construction contracts.
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts. .

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

| SEC. | TION-1: RESPONDENT AND REQUISITION INFORM | |
|------------|---|--|
| a. | Respondent (Company) Name: ICh OOL OUT Fitters Point of Contact: ANGREA WEBE | State of Texas VID #: 1013419432004755 |
| | Point of Contact: KNGKLA WEDD | Phone #: \$00-200-2770 |
| | E-mail Address: COVHYACTSO CC/LOO OUTFHITTERS COM | Fax#: 800-494-1036 |
| b . | Is your company a State of Texas certified HUB? - Yes 🔯 - No | ê s |
| C. | Requisition #: 11/00 | Bid Open Date: 11172017 |
| | 9 - | (mm/dd/yyyy) |

| ₹øv. 10/14 | ļ |
|------------|---|
|------------|---|

| Enter your company's name here: | SCHOOL | UUTHIERS |
|---------------------------------|--------|----------|
| | | |

Requisition #:

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| | | HU | IBs | Non-HUBs |
|--------|---|--|---|--|
| ltem # | Subcontracting Opportunity Description | Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> [*] in place for <u>five (5) years or less</u> . | Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> ^a in place for more than the (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 1 | | % | % | % |
| 2 | | % | % | % |
| 3 | | % | % | % |
| 4 | | % | % | % |
| 5 | | % | % | % |
| 6 | | % | % | % |
| 7 | | % | % | % |
| 8 | | % | % | % |
| 9 | | % | % | % |
| 10 | | % | % | % |
| 11 | | % | % | % |
| 12 | | % | % | % |
| 13 | | % | % | % |
| 14 | | % | % | % |
| 15 | | % | % | % |
| | Aggregate percentages of the contract expected to be subcontracted: | % | % | % |

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

- c. Check the appropriate box (Yes or No) that indicates whether you will be using <u>only</u> Texas certified HUBs to perform <u>all</u> of the subcontracting opportunities you listed in SECTION 2, Item b.
 - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract <u>with Texas certified</u> HUBs with which you have a <u>continuous contract</u> in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the <u>"Agency Special Instructions/Additional Requirements</u>".
 - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

"<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new contracts. Enter your company's name here:

Chool Outfitters

Requisition #:

111001

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| | | l | Bs | Non-HUBs | |
|--------|---|---|---|--|--|
| ltem # | Subcontracting Opportunity Description | Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contrac</u> t ^e in place for <u>five (5) years or less</u> . | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract [®] In place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs. | |
| 16 | | % | % | % | |
| 17 | | % | % | % | |
| 18 | | % | % | % | |
| 19 | | % | % | % | |
| 20 | | % | % | % | |
| 21 | | % | % | % | |
| 22 | | % | % | % | |
| 23 | | % | % | % | |
| 24 | | % | % | % | |
| 25 | | % | % | % | |
| 26 | | % | % | % | |
| 27 | | % | % | % | |
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| 32 | | % | % | % | |
| 33 | | % | % | % | |
| 34 | | % | % | % | |
| 35 | | % | % | % | |
| 36 | | % | % | % | |
| 37 | | % | % | % | |
| 38 | | % | % | % | |
| 39 | | % | % | % | |
| 40 | | % | % | % | |
| 41 | | % | % | % | |
| 42 | | % | % | % | |
| 43 | | % | % | % | |
| | Aggregate percentages of the contract expected to be subcontracted: | % | % | % | |

"<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

| - | | company | 20 | | hore |
|---|------|----------|----|------|-------|
| | YUUI | CUIIDaIN | 13 | name | HCIC. |

Requisition #: \7

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No "to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

(c.Noo)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/ ar employees.)

School Outfitters subcontracts all services to National & Regional installation companies to allow for National coverage and competative rates. School Outfitters does not have any current contracts with specific subcontractors that ares texas HUB Vendors. School Outfitters is willing to make the effort to work with HVB vendors on a per project basis if requested by the district.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different
 subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior
 approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including
 debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Printed Name Date (m**m/dd/yyyy**)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

| Enter your company's name here: SCNOOLOUTFITTERS | Requisition #. 171001 |
|--|-----------------------|
|--|-----------------------|

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf.

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: ____ Description: _

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

| Company Name | Texas certified HUB | VID Number (Required If Texes certified HUB) | Approximate Doltar Amount | Expected Percentage of Contract |
|--------------|---------------------|--|------------------------------|---------------------------------------|
| | - Yes - No | > | \$ | % |
| | 🖸-Yes 🛛 - No | . | \$ | % |
| | 🖸 - Yes 🔲 - Ne | | \$ | % |
| | 🖸 - Yes 🖸 - No | | \$ | % |
| | 🖸 - Yes 🔲 - No | | \$ | % |
| | 🖸 - Yes 🖸 - No | | \$ | % |
| | 🖸 - Yes 🔲 - No | | \$ | % |
| | 🖸 - Yes 🔲 - No | | \$ | % |
| | 🗆 - Yes 🔛 - Ne | | \$ | % |
| | 🗆 - Yes 🔛 - No | | \$ | % |
| | 🗆 - Yes 🔛 - No | | \$ | % |
| | 🗆 - Yes 🔲 - No | | \$ | % |
| | 🗖 - Yes 🖸 - No | • | \$ | % |
| | 🗋 - Yes 🔲 - No | | \$ | % |
| | 🗂 - Yes 🔲 - No | | \$ | % |
| | 🖸 - Yes 🖾 - No | | \$ | % |
| | 🗖 - Yes 🔲 - No | | \$ | % |
| | 🗆 - Yes 🔲 - No | | \$ | % |
| | 🗆 - Yes 🔲 - No | | \$ | % |
| | 🗆 - Yes 🔲 - No | | \$ | % |
| | 🖸 - Yes 🔲 - N | | \$ | % |
| | 🗆 - Yes 🔲 - No | | \$ | % |
| | 🗖 - Yes 🔲 - No | | \$ | % |

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

| Enter your company's name here: | SCHOO | Outfitterr | Requisition #: 00) | |
|---------------------------------|-------|------------|---------------------|--|
| | | | | |

IMPORTANT: if you responded "*Yes*" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <u>http://window.state.tx.us/procurement/prog/hub/hub-sbcont-plan-gfe-achm-b.pdf</u>

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: ____ Description: __

SECTION B-2: MENTOR PROTEGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that <u>specific</u> portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protegé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you <u>MUST</u> comply with items <u>a</u>, <u>b</u>, <u>c</u> and <u>d</u>, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs <u>and</u> trade organizations or development centers about the subcontracting opportunity you listed in SECTION 8-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://mycpa.state.tx.us/tpasscmblsearch/index.jsp. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name | VID Number | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond? | |
|--------------|------------|----------------------------------|----------------------|--------|
| | | | 🗌 - Yes | 🗌 - No |
| | | | 🗌 - Yes | 📋 - No |
| | | | 🗌 - Yes | 🗌 - No |

c. Provide written notif.cation of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers | Date Notice Sent (mm/dd/yyyy) | Was the Notic | e Accepted? |
|--|----------------------------------|---------------|-------------|
| | | - Yes | - No |
| | | []-Yes | 🔲 - No |

HSP Good Faith Effort - Method B (Attachment B) Cont.

5ch00 Enter your company's name here:

Requisition #:

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: **Description:**

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

| Company Name | Texas certified HUB | VID Number (Required If Texas certified HUB) | Approximate Dollar Amount | Expected Percentage of Contract | |
|--------------|---------------------|--|------------------------------|---------------------------------------|--|
| | 🗆 - Yes 🔲 - No | | \$ | % | |
| | 🗆 - Yes 🔲 - No | | \$ | % | |
| | 🗆 - Yes 🗖 - No | | \$ | % | |
| | 🗆 - Yes 🔲 - No | | \$ | % | |
| | 🗆 - Yes 🛛 - No | | \$ | % | |
| | 🗆 - Yes 🔲 - No | | \$ | % | |
| | 🗆 - Yes 🔲 - No | | \$ | % | |
| | 🗆 - Yes 🔲 - No | | \$ | % | |
| | 🗆 - Yes 🔲 - No | | \$ | % | |
| | 🗆 - Yes 🔲 - No | | \$ | % | |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

WHUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least <u>three (3)</u> Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, <u>at least seven (7) working days</u> prior to submitting its bid response to the contracting agency. In addition, <u>at least seven (7) working days</u> prior to submitting its bid response to the contracting opportunities to <u>two (2)</u> or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

| SECTION: A PRIME CONTRACTOR'S INFORMATION | |
|---|--|
| Company Name: | State of Texas VID #: |
| Point-of-Contact: | Phone #: |
| E-mail Address: | Fax #: |
| SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION | |
| Agency Name: | |
| Point-of-Contact: | Phone #: |
| Requisition #: | Bid Open Date: |
| | (mm/dd/yyyy) |
| SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, D ESCRIPTION, R I | EQUIREMENTS AND RELATED INFORMATION |
| 1. Potential Subcontractor's Bid Response Due Date: | |
| If you would like for our company to consider your company's bid for the subcontracting | opportunity identified below in Item 2, |
| we must receive your bid response no later than Select on | Date (mm/dd/yyyy) |
| Central Time | Date (mm/dd/yyyy) |
| In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provide allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bit at least seven (7) working days prior to us submitting our bid response to the contracting a subcontracting opportunities to two (2) or more trade organizations or development centers (Asian Pacific American, Black American, Hispanic American, Native American, Woman, Administrative Code, §20.11(19)(C). (A working day is considered a normal business day of a state agency, not including weekends declared closed by its executive officer. The initial day the subcontracting opportunity notice organizations or development centers is considered to be "day zero" and does not count as one of | id response to the contracting agency. In addition, agency, we must provide notice of each of our (in Texas) that serves members of groups (i.e., Service Disabled Veteran) identified in Texas s, federal or state holidays, or days the agency is is sent/provided to the HUBs and to the trade |
| 2. Subcontracting Opportunity Scope of Work: | |
| 3. Required Qualifications: | C - Not Applicable |
| 4. Bonding/Insurance Requirements: | - Not Applicable |
| 5. Location to review plans/specifications: | - Not Applicable |



PO Drawer D 2885 Lorraine Avenue Temple TX 76503 254-778-4727 (O) 254-773-0500 (F)

MooreCo Products Limited Warranty –MooreCo warrants that your Product is free from defects in materials or workmanship, subject to the below schedule. This warranty only applies to Products purchased directly from an authorized MooreCo dealer and is only valid for the original purchaser and for the original installation. The warranty is terminated upon transfer, sale, or modification of the Product.

If a Product is defective in materials or workmanship, MooreCo will replace or repair it at no charge, based on the below schedule. This is your sole and exclusive remedy, and repair or replacement of the Product will be at the sole discretion of MooreCo. Shipping charges to the repair facility will be the responsibility of the purchaser, and shipping charges to return the repaired Product to the purchaser will be paid by MooreCo, except for Products returned for repair during the first 30 days after purchase, in which case all shipping charges will be paid by MooreCo. This warranty is subject to the limitations, exclusions and other provisions below, and applies to Products purchased after February 1, 2010 which are delivered within the United States of America and the Commonwealth of Canada.

Limitations involving particular Product lines, materials and components: The particular Product lines, materials and components listed below are warranted according to the following schedule from the date of sale:

| Products | Warranty |
|---|--|
| PVC and melamine laminate desks, tables, workstations, carts, and other furniture | 1 Year |
| Economy Soft Seating | 1 Year |
| HPL laminate desks, tables, workstations, carts, and other furniture | 12 Years |
| Height adjustable seating | 2 Years |
| Non-adjustable seating | 12 Years |
| Contract Soft Seating | See Spec Guide for details |
| The surface of whiteboards and mobile whiteboards with surface of glass, Gorilla Glass, porcelain steel, porcelain aluminized steel and Rubber-Tak | 50 Years |
| The surface of whiteboards and mobile whiteboards with surface of Dura-Rite | 20 Years |
| The surface of whiteboards and mobile whiteboards with surface of Magne-Rite and tack boards | 10 Years |
| The surface of whiteboards and mobile whiteboards with a surface of TuF-Rite | 5 Years |
| The surface of whiteboards and mobile whiteboards with a surface of Mark-Rite | 3 Years |
| iTeach carts – with exception of electrical components | 12 Years |
| iTeach carts – electrical components only | 1 Year |
| OneBoard – Surface Warranty | Limited Lifetime - MooreCo warrants the owner of the original installation that the surface material is to be free of defects for a lifetime of normal use |
| OneBoard – Electrical | 2 years |



| | No warranty is express or implied due to future operating system updates and other modifications including software versions. Contact MooreCo for details |
|---------------------------|---|
| Other Products not listed | 1 Year |

Exclusions: This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage caused by abuse, misuse, neglect, vandalism, accident, modifications, or water or fire.
- Damage caused by the carrier in-transit, which will be handled as claims against the carrier
- Modifications or attachments to the Product that are not approved by MooreCo.
- Products that were not installed, used or maintained in accordance with Product instructions and warnings
- Products used for rental purposes.
- Labor and/or materials to remove and replace Products.
- Damage caused by environmental issues, including use and/or storage of the Product in facilities subjected to uncontrolled high temperatures.

TO THE EXTENT ALLOWED BY LAW, MOORECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOORECO WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR USE, OR OTHER INCIDENTAL DAMAGES.

FOR ITEACH/ONEBOARD USERS - TO THE EXTENT ALLOWED BY LAW, MOORECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOORECO WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR USE, OR OTHER INCIDENTAL DAMAGES.

NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE: Federal law does not permit the exclusion of certain implied warranties for consumer Products. Therefore, if you are purchasing this Product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To obtain service under this limited warranty: By following the procedures regarding warranty claims outlined below, you can be assured of the best level of service.

1. Contact MooreCo by phone at 1-800-749-2258 or by mail at 2885 Lorraine Avenue, Temple, Texas 76501 within 30 days of discovery of the defect. Be prepared to prove you are the original purchaser of the Product and provide your model number, description of the Product, and description of the defect. Then provide MooreCo with your name, address, area code, and telephone number.

2. MooreCo will review all pertinent information regarding the claim, including inspection of the Product if deemed appropriate by MooreCo.

3. If MooreCo affirms that the Product in question is eligible under the conditions of the limited warranty as stated above, the customer service representative or another representative of MooreCo will determine whether to provide replacement parts, authorize repairs or replace the Product.

PRODUCTS RETURNED TO THE MOORECO FACILITY WITHOUT A RETURN AUTHORIZATION WILL BE REFUSED.

LIMITED ONE (1) YEAR WARRANTY

What this warranty covers.

Belkin International, Inc. warrants to the original purchaser of this Belkin [Product], that the [Product] shall be free of defects in design, assembly, material, or workmanship.

What the period of coverage is.

Belkin International, Inc. warrants the Belkin [Product] for One (1) year from the original date of purchase.

What will we do to correct problems?

[Product] Warranty.

Belkin will repair or replace, at its option, any defective [Product] free of charge (except for shipping charges for the [Product]). Belkin reserves the right to discontinue any of its products without notice, and disclaims any limited warranty to repair or replace any such discontinued products. In the event that Belkin is unable to repair or replace the [Product] (for example, because it has been discontinued), Belkin will offer either a refund or a credit toward the purchase of another product from Belkin.com in an amount equal to the purchase price of the [Product] as evidenced on the original purchase receipt and as discounted by its natural use.

What is not covered by this warranty?

All above warranties are null and void if the Belkin [Product] is not provided to Belkin International, Inc. for inspection upon Belkin's request at the sole expense of the purchaser, Belkin International, Inc. determines that the Belkin [Product] has been improperly installed, altered in any way or tampered with. The Belkin [Product] Warranty does not protect against acts of God (including but not limited to flood, earthquake, war, and vandalism), theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, damage due to low voltage disturbances (i.e. brownouts or sags) or power surges, or alteration.

How to get service.

To get service for your Belkin [Product] you must take the following steps:

- 1. Contact Belkin International, Inc. at 12045 E. Waterfront Dr. Playa Vista, CA 90094, Attn: Customer Service, or call (800)-223-5546. Be prepared to provide the following information:
 - a. The part number of the Belkin [Product].
 - b. Where you purchased the [Product].
 - c. When you purchased the [Product].
 - d. Copy of original receipt.
- 2. Your Belkin Customer Service Representative will then instruct you on how to forward your receipt and Belkin [Product] and how to proceed with your claim.

Belkin International, Inc. reserves the right to review the damaged Belkin [Product]. All costs of shipping the Belkin [Product] to Belkin International, Inc. for inspection shall be

borne solely by the purchaser. If Belkin determines, in its sole discretion, that it is impractical to ship the damaged equipment to Belkin International, Inc., Belkin may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, if any, of shipping the equipment to and from such repair facility and of such estimate shall be borne solely by the purchaser. Damaged [Product]s must remain available for inspection until the claim is finalized. Whenever claims are settled, Belkin International, Inc. reserves the right to be subrogated under any existing insurance policies the purchaser may have.

How state law relates to the warranty.

THIS WARRANTY CONTAINS THE SOLE WARRANTY OF BELKIN NO OTHER WARRANTIES. INTERNATIONAL, INC., THERE ARE EXPRESSED OR, EXCEPT AS REQUIRED BY LAW, IMPLIED, INCLUDING CONDITION OF **OUALITY**, THE IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES, IF ANY, ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

IN NO EVENT SHALL BELKIN INTERNATIONAL, INC. BE LIABLE FOR INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR MULTIPLE DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS OR PROFITS ARISING OUT OF THE SALE OR USE OF ANY BELKIN [PRODUCT], EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. Some states do not allow the exclusion or limitation of incidental, consequential, or other damages, so the above limitations may not apply to you.

LIMITED TWO (2) YEAR WARRANTY

What this warranty covers.

Belkin International, Inc. warrants to the original purchaser of this Belkin [Product], that the [Product] shall be free of defects in design, assembly, material, or workmanship.

What the period of coverage is.

Belkin International, Inc. warrants the Belkin [Product] for Two (2) years from the original date of purchase.

What will we do to correct problems?

[Product] Warranty.

Belkin will repair or replace, at its option, any defective [Product] free of charge (except for shipping charges for the [Product]). Belkin reserves the right to discontinue any of its products without notice, and disclaims any limited warranty to repair or replace any such discontinued products. In the event that Belkin is unable to repair or replace the [Product] (for example, because it has been discontinued), Belkin will offer either a refund or a credit toward the purchase of another product from Belkin.com in an amount equal to the purchase price of the [Product] as evidenced on the original purchase receipt and as discounted by its natural use.

What is not covered by this warranty?

All above warranties are null and void if the Belkin [Product] is not provided to Belkin International, Inc. for inspection upon Belkin's request at the sole expense of the purchaser, Belkin International, Inc. determines that the Belkin [Product] has been improperly installed, altered in any way or tampered with. The Belkin [Product] Warranty does not protect against acts of God (including but not limited to flood, earthquake, war, and vandalism), theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, damage due to low voltage disturbances (i.e. brownouts or sags) or power surges, or alteration.

How to get service.

To get service for your Belkin [Product] you must take the following steps:

- 1. Contact Belkin International, Inc. at 12045 E. Waterfront Dr. Playa Vista, CA 90094, Attn: Customer Service, or call (800)-223-5546. Be prepared to provide the following information:
 - a. The part number of the Belkin [Product].
 - b. Where you purchased the [Product].
 - c. When you purchased the [Product].
 - d. Copy of original receipt.
- 2. Your Belkin Customer Service Representative will then instruct you on how to forward your receipt and Belkin [Product] and how to proceed with your claim.

Belkin International, Inc. reserves the right to review the damaged Belkin [Product]. All costs of shipping the Belkin [Product] to Belkin International, Inc. for inspection shall be

borne solely by the purchaser. If Belkin determines, in its sole discretion, that it is impractical to ship the damaged equipment to Belkin International, Inc., Belkin may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, if any, of shipping the equipment to and from such repair facility and of such estimate shall be borne solely by the purchaser. Damaged [Product]s must remain available for inspection until the claim is finalized. Whenever claims are settled, Belkin International, Inc. reserves the right to be subrogated under any existing insurance policies the purchaser may have.

How state law relates to the warranty.

THIS WARRANTY CONTAINS THE SOLE WARRANTY OF BELKIN INTERNATIONAL, INC., THERE ARE NO OTHER WARRANTIES. EXPRESSED OR, EXCEPT AS REQUIRED BY LAW, IMPLIED, INCLUDING THE IMPLIED WARRANTY OR **CONDITION** OF **OUALITY**, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND SUCH IMPLIED WARRANTIES, IF ANY, ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

IN NO EVENT SHALL BELKIN INTERNATIONAL, INC. BE LIABLE FOR INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR MULTIPLE DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS OR PROFITS ARISING OUT OF THE SALE OR USE OF ANY BELKIN [PRODUCT], EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. Some states do not allow the exclusion or limitation of incidental, consequential, or other damages, so the above limitations may not apply to you.

LIMITED THREE (3) YEAR WARRANTY

What this warranty covers.

Belkin International, Inc. warrants to the original purchaser of this Belkin [Product], that the [Product] shall be free of defects in design, assembly, material, or workmanship.

What the period of coverage is.

Belkin International, Inc. warrants the Belkin [Product] for Three (3) years from the original date of purchase.

What will we do to correct problems?

[Product] Warranty.

Belkin will repair or replace, at its option, any defective [Product] free of charge (except for shipping charges for the [Product]). Belkin reserves the right to discontinue any of its products without notice, and disclaims any limited warranty to repair or replace any such discontinued products. In the event that Belkin is unable to repair or replace the [Product] (for example, because it has been discontinued), Belkin will offer either a refund or a credit toward the purchase of another product from Belkin.com in an amount equal to the purchase price of the [Product] as evidenced on the original purchase receipt and as discounted by its natural use.

What is not covered by this warranty?

All above warranties are null and void if the Belkin [Product] is not provided to Belkin International, Inc. for inspection upon Belkin's request at the sole expense of the purchaser, Belkin International, Inc. determines that the Belkin [Product] has been improperly installed, altered in any way or tampered with. The Belkin [Product] Warranty does not protect against acts of God (including but not limited to flood, earthquake, war, and vandalism), theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, damage due to low voltage disturbances (i.e. brownouts or sags) or power surges, or alteration.

How to get service.

To get service for your Belkin [Product] you must take the following steps:

- 1. Contact Belkin International, Inc. at 12045 E. Waterfront Dr. Playa Vista, CA 90094, Attn: Customer Service, or call (800)-223-5546. Be prepared to provide the following information:
 - a. The part number of the Belkin [Product].
 - b. Where you purchased the [Product].
 - c. When you purchased the [Product].
 - d. Copy of original receipt.
- 2. Your Belkin Customer Service Representative will then instruct you on how to forward your receipt and Belkin [Product] and how to proceed with your claim.

Belkin International, Inc. reserves the right to review the damaged Belkin [Product]. All costs of shipping the Belkin [Product] to Belkin International, Inc. for inspection shall be

borne solely by the purchaser. If Belkin determines, in its sole discretion, that it is impractical to ship the damaged equipment to Belkin International, Inc., Belkin may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, if any, of shipping the equipment to and from such repair facility and of such estimate shall be borne solely by the purchaser. Damaged [Product]s must remain available for inspection until the claim is finalized. Whenever claims are settled, Belkin International, Inc. reserves the right to be subrogated under any existing insurance policies the purchaser may have.

How state law relates to the warranty.

THIS WARRANTY CONTAINS THE SOLE WARRANTY OF BELKIN INTERNATIONAL, INC., THERE ARE NO OTHER WARRANTIES, EXPRESSED OR, EXCEPT AS REQUIRED BY LAW, IMPLIED, INCLUDING THE IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES, IF ANY, ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

IN NO EVENT SHALL BELKIN INTERNATIONAL, INC. BE LIABLE FOR INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR MULTIPLE DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS OR PROFITS ARISING OUT OF THE SALE OR USE OF ANY BELKIN [PRODUCT], EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. Some states do not allow the exclusion or limitation of incidental, consequential, or other damages, so the above limitations may not apply to you. Belkin, Inc. Limited Lifetime Product Warranty

Belkin Components warrants this product against defects in materials and workmanship for its lifetime. If a defect is discovered, Belkin will, at its option, repair or replace the product at no charge provided it is returned during the warranty period, with transportation charges prepaid, to the authorized Belkin dealer from whom you purchased the product. Proof of purchase may be required.

This warranty does not apply if the product has been damaged by accident, abuse, misuse, or misapplication; if the product has been modified without the written permission of Belkin; or if any Belkin serial number has been removed or defaced.

THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. BELKIN SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No Belkin dealer, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

BELKIN IS NOT RESPONSIBLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH BELKIN PRODUCTS.

BUDDY PRODUCTS, INC. Innovative Design, Manufacturing & Marketing

Warranty

We offer a 1-year manufacturer's warranty. If the item is defected, we will replace the product and pay for shipping. If the item is not defected and you want to return the item, you must pay for shipping.



Warranty

Califone® products are under warranty for use in schools, unlike items purchased from consumer electronic stores, whose warranties would be voided if used within a school. While within a valid warranty period and only with prior authorization, defective products may be returned to the Califone Service Department at sender's cost for service and repair. Out-ofwarranty items may be returned for service and repair for a fee. Califone reserves the right to charge an additional fee for products with extensive physical damage, however we will not proceed with service without your authorization.

Warranty covers products outside the United States only if purchased through an authorized international Califone distributor or Califone dealer within the country of purchase. The warranty does not cover improper assembly or installation of parts or accessories not originally intended or compatible with the device as sold, damage or failure due to accident, misuse or neglect, or modification.

Califone warranty policy guarantees our products to be free from defects for the length listed below.

PA Systems Infrared systems/Array Speakers/PA920 series amplifiers only, PA310/PA329 transformers only Six year warranty PA Systems PA310/PA329, PA419-02, PA920 series components (Rechargeable Battery, Wireless Receivers, Transmitters, CD Mechanism) One year warranty Microphones One year warranty Multimedia Players Phonographs, Cassettes, CD, DVD, Boomboxes, and all Jackboxes One year warranty Headphones & Headsets - 2 Year Warranty SA370, 2985, HIR Series, CLS Series, 2964 Two Year warranty Heavy Duty Headphones & Headsets - 3 Year Warranty 2924, 1534BK, 610, EH, OH, DS, 3066. SA740, 2800, 2810, HPK (Titanium), 3068 Series, 4100, HS-BE, HS-PA, HS-TI Three year warranty Gaming Headsets GH131, GH507 One year warranty E3 Series Earbuds E3, E3T & E3USB One year warranty Lightweight Headphones & Earbud 3060, 3064AV, 3065, CA-2, E2 & 8200-HP 90 Day warrantv Hearing Protectors & Earbud HS5, HS10, HS20, E1 30 Day warranty Computer Peripherals (except AX-12, Three month warranty) One year warranty Document Camera DC596 Two year warranty Service

All service and repair issues for Califone products must be handled directly by Califone. Only Califone can fix or repair Califone products to suit your specific needs. For more information, or any additional questions, please call the Service Department toll free at 800-722-0500, email at warranty@califone.com, or visit us online at www.califone.com/techsupport.

All prices for service or repair INCLUDE return shipment via UPS Ground. Califone reserves the right to charge the customer for shipping upgrades. We will not accept C.O.D. shipments. If a repair estimate is required, Califone must receive a response and payment within 30 days. All open estimates over 30 days will be returned as is.

Replacement Parts

Limited replacement parts for Califone products are available through our Parts Department. For information on purchasing these items, please contact the Parts Department directly toll free at 800-722-0500, ext 2451.



As the manufacturing company, we appreciate you choosing Copernicus and it is important to us that you are happy with your purchase. If you receive or already have one of our products and you have ANY problems or questions, just give us a call and we will do our best to help you!

Sincerely,

Jim Phillips President Copernicus Educational Products, Inc. *"insert quote here"*

Manufacture Limited Warranty

About our Warranty - Our products are designed to be used indoors, within a classroom setting. The instruction manual enclosed with your Copernicus product will outline the warranty period, recommended applications and guidelines for proper use. For your convenience, Warranty Registration is available online.

What is covered under Warranty? – Copernicus will ship replacement part(s) at no charge for missing or defective parts. Within 90 days of delivery, unpack and inspect all contents according to the parts list. Report any missing or damaged parts to our Customer Service department. Manufacturing defects should be reported to our Customer Service department with a description of the issue within the warranty time period.

What is NOT covered under Warranty? - Any damage due to improper installation, use, handling or storage is not covered. For installation and or service on components or devices being used with our product (ie: Projectors or Interactive Boards, etc), contact the dealer you ordered from.

How do I request Warranty parts? - Please have your packing slip and if possible assembly instructions available for reference when you call. If you do not have the original order information, we may request picture(s) of the item and or part(s) be emailed to us to verify item and parts. You assume responsibility for installation of replacement parts and any associated installation costs if applicable.

TOLL FREE: 1-800-267-8494 TEL: 519-848-3664 FAX: 519-848-6619 EMAIL: info@copernicused.com WEB: www.copernicused.com

CANADA: RR#3, 8194 County Road 109, Arthur, ON NOG 1A0 USA: PMB# 459, 60 industrial Pkwy, Cheektowaga, NY 14227



P.O. Box 417, 300 S. Hancock, Charleston, AR 72933 Ph: (479) 965-2247, (800) 654-8583, FAX: (479) 965-7069

CORRELL LIMITED WARRANTY 1/1/2012

Correll products are warranted to the original purchaser to be free from defects in <u>Material</u> and <u>Workmanship</u> for the following period of time from date of purchase:

- 1 Year for all Melamine Tables and all Chairs
- 2 Years for CP-Series Tables
- 10 Years for R-Series Plastic Folding Tables
- 5 Years for all other products.

Your receipt will be required for proof of purchase date and eligibility for Warranty Service.

This Warranty does not apply to damage caused by normal wear, or by abuse, such as: outdoor use, overloading, dropping, improper handling or storage, or other accident or abuse. Customer is responsible for exercising reasonable care in handling and use of product.

Should Warranty Service become necessary, contact our Customer Service department at 800-654-8583, or <u>info@correllinc.com</u>, for a Return Authorization Number and shipping instructions. (NOTE: In many cases, Warranty Claims may be resolved with FREE replacement parts, without the necessity, expense, and inconvenience of returning the product.)

Products returned for Warranty Service must be shipped to Correll, freight prepaid at the expense of the party making the return. We will not accept collect shipments, or those which do not have a Return Authorization Number.

We will inspect properly returned products, and, if the product is determined to be defective in Material or Workmanship, we will, at our option, repair or replace the product and return it to you with no charge for material, labor, or return freight.

If the defect is determined to be other than Material or Workmanship, you will be notified of the cost of repairs and return freight before any further action is taken. If you choose not to have the product returned to you, or we do not have a response to our inquiry within 10 days, Correll may dispose of the product with no further obligation.

CORRELL HAS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Should a defect in Material or Workmanship be found, our sole liability, and your sole remedy, shall be repair or replacement of the product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

1/1/2012

CORRELL, INC.

P.O. Box 417, 300 S. Hancock, Charleston, AR 72933 Ph: (479) 965-2247, (800) 654-8583, FAX: (479) 965-7069

CORRELL LIMITED WARRANTY 1/1/2012

Correll products are warranted to the original purchaser to be free from defects in <u>Material</u> and <u>Workmanship</u> for the following period of time from date of purchase:

- 1 Year for all Melamine Tables and all Chairs
- 2 Years for CP-Series Tables
- 10 Years for R-Series Plastic Folding Tables
- 5 Years for all other products.

Your receipt will be required for proof of purchase date and eligibility for Warranty Service.

This Warranty does not apply to damage caused by normal wear, or by abuse, such as: outdoor use, overloading, dropping, improper handling or storage, or other accident or abuse. Customer is responsible for exercising reasonable care in handling and use of product.

Should Warranty Service become necessary, contact our Customer Service department at 800-654-8583, or <u>info@correllinc.com</u>, for a Return Authorization Number and shipping instructions. (NOTE: In many cases, Warranty Claims may be resolved with FREE replacement parts, without the necessity, expense, and inconvenience of returning the product.)

Products returned for Warranty Service must be shipped to Correll, freight prepaid at the expense of the party making the return. We will not accept collect shipments, or those which do not have a Return Authorization Number.

We will inspect properly returned products, and, if the product is determined to be defective in Material or Workmanship, we will, at our option, repair or replace the product and return it to you with no charge for material, labor, or return freight.

If the defect is determined to be other than Material or Workmanship, you will be notified of the cost of repairs and return freight before any further action is taken. If you choose not to have the product returned to you, or we do not have a response to our inquiry within 10 days, Correll may dispose of the product with no further obligation.

CORRELL HAS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Should a defect in Material or Workmanship be found, our sole liability, and your sole remedy, shall be repair or replacement of the product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

1/1/2012





LIMITED ONE YEAR WARRANTY ON DA-LITE PRESENTATION PRODUCTS

Milestone AV Technologies LLC warrants certain Da-Lite branded products to the original purchaser only, to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase by the original purchaser; provided they are properly operated according to Da-Lite's instructions and are not damaged due to improper handling or treatment after shipment from the factory.

This warranty does not apply to equipment showing evidence of misuse, abuse or accidental damage. or which has been tampered with or repaired by a person other than authorized Da-Lite personnel.

Da-Lite's sole obligation under this warranty shall be to repair or to replace (at Da-Lite's option) the defective part of the merchandise. Returns for service should be made to your Da-Lite dealer. If it is necessary for the dealer to return the screen or part to Da-Lite, transportation expenses to and from Da-Lite are payable by the purchaser and Da-Lite is not responsible for damage in shipment.

To protect yourself against damage or loss in transit, insure the product and prepay all transportation expenses.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO FITNESS FOR USE AND MERCHANTABILITY. Any implied warranties of fitness for use, or merchantability, that may be mandated by statute or rule of law are limited to the one (1) year warranty period. This warranty gives you specific legal rights, and you may also have other rights, which vary from state-to-state. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO LIABILITY IS ASSUMED FOR EXPENSES OR DAMAGES RESULTING FROM INTERRUPTION IN OPERATION OF EQUIPMENT, OR FOR INCIDENTAL. DIRECT. OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

In the event that there is a defect in materials or workmanship of a Da-Lite product, you may contact our Sales Partners at PO Box 137, Warsaw, IN 46581-0137, (574) 267-8101, (800) 622-3737.

IMPORTANT: THIS WARRANTY SHALL NOT BE VALID AND DA-LITE BRANDED PRODUCTS SHALL NOT BE BOUND BY THIS WARRANTY IF THE PRODUCT IS NOT OPERATED IN ACCORDANCE WITH THE DA-LITE WRITTEN INSTRUCTIONS.

Keep your sales receipt to prove the date of purchase and your original ownership.



LIFETIME WARRANTY INFORMATION



Lifetime Product Warranty + 2 Year Labor Warranty* (TrakSlider Systems & Ez2 Rotary)

Datum Filing Systems warrants to the original purchaser for the life of the product (provided the product is installed by a Datum Certified Installer) so long as original purchaser is the owner and possessor of the product that the product will be free of any defect in materials or workmanship. Datum Filing Systems will provide, for a period of two years from the date of shipment, free of charge, all labor at the location of the product to repair or replace any part of the product that fails because of such defect. After two years from date of shipment, labor will not be provided. All parts will be provided for the life of the product so long as all requirements are met as set forth in this warranty. This warranty does not include defects to the product resulting from accident, misuse, improper installation or operation, normal wear, neglect, unauthorized repair or alteration. The purchase of this product shall constitute purchaser's agreement that the sole remedy for any breach of warranty shall be such repair or replacement as expressly provided above. Datum Filing Systems in no event shall be liable for any incidental or consequential damages arising out of the use or inability to use the product for any purpose whatsoever.

* Products not installed by a Datum Certified Installer will receive a 1 Year Parts Warranty.

**Lifetime Warranty excludes all tambour doors and all electrical components, which carry a 2 year warranty.

Lifetime Product Warranty + 2 Year Labor Warranty* (All Other Datum[™] Products)

Datum Filing Systems warrants to the original purchaser for the life of the product so long as original purchaser is the owner and possessor of the product that the product will be free of any defect in materials or workmanship. Datum Filing Systems will provide, for a period of two years from the date of shipment, free of charge, all labor at the location of the product to repair or replace any part of the product that fails because of such defect. After two years from date of shipment, labor will not be provided. All parts will be provided for the life of the product so long as all requirements are met as set forth in this warranty. This warranty does not include defects to the product resulting from accident, misuse, improper installation or operation, normal wear, neglect, unauthorized repair or alteration. The purchase of this product shall constitute purchaser's agreement that the sole remedy for any breach of warranty shall be such repair or replacement as expressly provided above. Datum Filing Systems in no event shall be liable for any incidental or consequential damages arising out of the use or inability to use the product for any purpose whatsoever.

******Lifetime Warranty excludes all tambour doors and all electrical components, which carry a 2 year warranty.

How To Make a Warranty Claim

If you would like to make a warranty claim, please take one of the following steps:

- 1. Email Us Send an email to techsupport@datumstorage.com and one of our customer service representatives will be glad to help you.
- 2. Call Us Call 866.217.0330 to speak to a member of our customer service team about your claim.
- 3. Contact Your Dealer Contact your Datum Authorized Dealer. They have the experience and tools to resolve your warranty situation.
- See more at: http://www.datumstorage.com/warranty-center#sthash.YbUYWeor.dpuf



This warrantee will begin at the time of substantial completion of the job.

Products are guaranteed against material defect and/or faulty workmanship from plant for the lifetime of the product. During this period Diversified Woodcrafts will replace or repair, at its discretion, any product that upon inspection, exhibits defects in material or workmanship. This warranty shall include the costs of replacement parts or materials, but does not include labor, or shipping costs for such. This warranty doesn't cover damage in transit or damage caused by misuse, abuse or faulty installation, color grain or texture of wood or other covering materials. No other warranty is expressed or implied.

Thank you.

Authan

Edward Surowiec Contract Administrator Diversified Woodcrafts, Inc 877-348-9663 x 183 920-842-5420 (fax) esurowiec@diversifiedwoodcrafts.com WWW.diversifiedwoodcrafts.com



10/30/17

School Outfitters 3736 Regent Ave. Cincinnati, OH 45212-3724

RE: GENERAL WARRANTY

DRAPER, INC. does hereby warrant products furnished to be free from defects in material and workmanship (ordinary wear and tear and abuse excepted) for one (1) year from date of shipment.

Determination that products are "defective" to be made by a representative of DRAPER, INC. or its designate. Repair or replacement of products determined to be defective to be made at no expense to owner, providing product has been installed in accordance with DRAPER, INC. printed installation instructions. There are no other warranties relating to these products, either express or implied.

PLEASE NOTE: No returns are accepted by DRAPER, INC. without a Return Material Authorization (RMA) number.

DRAPER, INC.

Brian RKung

Brian Kunz DRAPER, Inc. Regional Sales Manager



411 S. Pearl St., P.O. Box 425 Spiceland, IN 47385 USA

Tel. 765/987-7999 Fax 765/987-7142

www.draperinc.com



LIMITED WARRANTY

Edsal Manufacturing Company, Inc. products are guaranteed for a period of one (1) year from the date of purchase. The SOLE AND EXCLUSIVE REMEDY for such defects is the repair or replacement of a defective product or parts thereof by Edsal Manufacturing Company, Inc. or, at Edsal Manufacturing Company, Inc. option, refund of the purchase price upon return of the item to Edsal Manufacturing Company, Inc..

This warranty shall not apply in the event the products are damaged as a result of misuse, neglect, accident, moisture, improper application, improper assembly, or assembly not in conformity with the instructions of Edsal Manufacturing Company, Inc., failure to abide by safety precautions prescribed by Edsal Manufacturing Company, Inc. or modification or repair by persons not authorized by Edsal Manufacturing Company, Inc..

Edsal Manufacturing Company, Inc. makes no express or implied warranties of any kind or nature except as expressly provided herein. There are no oral agreements or oral warranties collateral to or affecting this written warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY DISCLAIMED.

EDSAL MANUFACTURING COMPANY, INC. LIABILITY FOR ANY CLAIM HEREUNDER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT IN WHICH THE ALLEGED DEFECT OCCURRED. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED.

Buyer assumes all risk and liability resulting from the use of the product whether used singly or in combination with other goods.

UNLESS ANY PORTION OF THE ABOVE IS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, THIS LIMITED WARRANTY SHALL APPLY TO ANY AND ALL PURCHASERS AND/OR USERS.



Egghead Limited Warranty

Egghead Document Cameras are warranted from any defects in design, workmanship, assembly, or material for 5 years, Jack Boxes 3 years, Egghead Headphones 3 years, Headphone Ear Pads 6 months, Headphone Cords 12 months.

While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, commercial use outside of a school setting, normal wear and tear, as well as failure to provide reasonable maintenance.

For more information please visit **www.schooloutfitters.com** or call us at **1.800.260.2776**



Furnishing great places to learn:

Warranty

All Ergotron[®] and OmniMount[®] durable products will remain free of defects in material and workmanship for a period of **five years** from the date of receipt of the product, subject to any exclusions and limitations as set forth below.

- Ten-year warranty on all LX and MX Ergotron Products, purchased on or after August 1, 2014
- Zip and YES Charging Systems: Lifetime material/workmanship; three years electrical components; one year cables (power/Ethernet)
- Ten-year warranty on LearnFit Adjustable Standing Desk (24-481-003)
- Three-year warranty on all Neo-Flex® Ergotron Products
- Elevate® and accessories: Lifetime material/workmanship. Five (5) years on electrical components. Cords, cables and plugs not warranted
- The Peanut®, Zido® and accessories: Lifetime material/workmanship; five (5) years for pneumatic cylinder
- One-year warranty on electronic components. For example: Auto Lock Drawers, Auto Lock Systems, Keyboard Lights, User Interface, Coiled Cord, Battery Harness, Cables from User I/F to Power Module (excludes AA batteries)
- Two-year warranty on Power Modules by Ergotron
- Sealed Lead-Acid (SLA) Power Systems, SLA Batteries
 - Two-year warranty on all SLA power system components by Ergotron
 - Up to one-year capacity warranty on SLA batteries (refer to Further Exclusions and Limitations section)
 - Six-month warranty against Manufacturer's Defects on SLA batteries, or as mandated by local law
- Lithium Iron (LiFe) Power Systems, LiFe Batteries
 - LiFe battery capacity is warranted for two years or 1200 discharge cycles, whichever comes first (refer to Further Exclusions and Limitations section)
 - Five-year warranty against Manufacturer's Defects on LiFe factory-installed batteries (excludes LiFe replacement batteries). Factory-installed LiFe batteries are covered at 100% for the first three years; coverage for years four and five are prorated at 1/60th per month (refer to Further Exclusions and Limitations section)
- Service Programs 30-day warranty
- Refurbished StyleView Carts one-year warranty for Mechanical Components and Power Module (excludes batteries and cosmetic defects). The appropriate battery-type warranty applies
- Original Equipment Manufacturer (OEM) Products resold by Ergotron are warranted by the respective manufacturer

Further Exclusions and Limitations

SLA Batteries:

- In Dual SLA battery systems, replacement of both batteries must occur at the same time (in accordance with the Ergotron User Manual), or the Warranty is automatically void
- Warranties on SLA batteries (fully-charged or fully-uncharged) left in an unused state for more than three (3) consecutive months are automatically void
- Factory-installed SLA batteries, and replacement SLA batteries carry a Six-month Warranty Against Manufacturer's Defects and a 90-day Performance Warranty, or as mandated by local law
- The 90-day Performance Warranty on factory-installed SLA batteries (excludes SLA replacement batteries) is extended to one-year provided that:
 - 1. StyleLink software is installed and remains continually operational to show compliance with exclusions and limitations
 - 2. SLA Battery is not discharged below 25% capacity more than 25 times as recorded by the StyleLink software history
 - 3. SLA Battery is fully recharged at least once every 36 hours as recorded by the StyleLink software history

LiFe Batteries:

- LiFe batteries that fail to deliver 70% of their rated capacity during the first 1200 discharge cycles of battery life are deemed not to have met performance standards (capacity retention)
- The LiFe battery discharge cycle is defined as starting at the fully-charged state through the fully discharged state and back to the fully-charged state. Discharge cycle counts are calculated by the software within the battery.

These warranties do not cover product abuse, modification and failure to adhere to product instructions, improper operations and/or misuse. Ergotron is not responsible for damage arising from failure to follow instructions relating to

the product's intended use. Ergotron is not responsible for injury or loss caused by or associated with the installation and/or use of equipment in any manner other than in strict conformance with the instructions set forth in its installation manuals, supplemental assembly and installation instruction sheets, technical bulletins and/or product literature. You will provide Ergotron immediate written notice of any personal injury resulting from the use of Ergotron products.

Ergotron does not warrant damages or defects to the Ergotron product under the following conditions: an Act of God, unauthorized service or repair of the Ergotron products, damage from electrical power problems, usage of parts or components not supplied by Ergotron, failure to follow product instructions and guidelines, unauthorized changes to the Ergotron product, shipping damage (other than original shipment from Ergotron), failure to perform preventative maintenance, or damage caused by peripherals or software or from other external sources

Exclusive Remedy

Warranty Repair: In the event that any Ergotron equipment becomes defective in material or workmanship during the warranty period, Ergotron will determine with you if the product defect is covered under warranty. Ergotron, at its sole discretion, may replace or repair the unit determined to be under warranty at a designated Ergotron location or at your location. The labor costs associated with the repair of the product may be the responsibility of Ergotron if determined to be under warranty. You must receive pre-approval by Ergotron for the labor costs prior to repair or replacement of warranty products. You must contact Ergotron to obtain a Return Material Authorization (RMA) number. An RMA number may be obtained by contacting Ergotron Customer Care online or by telephone within your specific region. Contact information is available to you on the Ergotron web site at www.ergotron.com. Performance of any repair or replacement on product under warranty does not renew or extend the warranty period.

Non-Warranty Repair: You may return a product for repair that is not covered by warranty only if you have received a preapproved RMA number from Ergotron Customer Care. Labor costs and freight charges associated with non-warranty repair will be the sole responsibility of the customer, reseller or installer/integrator. A standard repair fee, specific to the product, is charged for any product that is repaired outside of the warranty period. Repairs on products out of warranty also carry a 90-day warranty, effective the day that you receive the item after repair.

For products that are not covered under warranty, Ergotron offers you the following options:

- 1. You may upgrade to a newer, functionally equivalent product at a normal MSR list price
- 2. Ergotron will return the product to you
- 3. You can request in writing that Ergotron appropriately dispose of the product for you. A fee may apply for this service as designated by local law

Non-Defective Products: You are notified if, after examining and testing a returned product, Ergotron concludes that the product is not defective. The product is returned to you and you would be responsible for the freight charges associated with the return.

Warranty Disclaimer

Except as expressly set forth in this Limited Warranty and to the greatest extent allowed by law, Ergotron makes no other representations, warranties or conditions, express or implied, including any implied representations, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, and non-interference. Ergotron does not warrant that your use of the Ergotron product will be uninterrupted or error free. Any implied warranties that may be imposed by law are limited in duration to the Limited Warranty period, to the greatest extent allowed by law. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty is subject to change without notification.

Ergotron devices are not intended to cure, treat, mitigate or prevent any disease.

Warranty Transferability

This Limited Warranty is available only to the original end consumer and is non-transferable. For this warranty to be valid, the Ergotron product must have been purchased directly from an authorized distributor, reseller and/or authorized representative of Ergotron.

Ergotron Limited Warranty Terms and Conditions © Ergotron Inc. Rev 2016 Effective Date: 6 June 2017 Content is subject to change without notification





2017 Terms and Conditions

| Return Policy | RA Required. Returns will be approved at the manufacturer's discretion. Special Order, Non-Stock and Custom products do not apply. All returns are subject to 20% Restock fee. HamitlonBuhl is not liable for return freight fees. |
|---|---|
| Defective Items | Prior approval required with an RA number. Items received within 30 days may or may not be replaced. It is the manufacturer's discretion to either replace or repair the item. If the items has been marked, engraved or altered they will only be repaired under warranty. If an item is returned and found not to be defective, but in good working conditions then no credit will be issued for the item and the cost of the return freight and other applicable fees will be charged to your account. Items received over 30 days will be repaired under warranty. HamiltonBuhl is not responsible for return freight charges. If the item is determined to be misused this will VOID the warranty and the customer is responsible for shipping the item back and repair charges if approved by the customer. Additional fees will be charged if applicable. Once received and inspected, approved credit will be issued within 30 days. Items returned without an RA# will be returned at senders expense. RA# numbers will only be issued to the dealer of record. |
| Restock Rate, Non Defective Products | Prior approval required with an RA number, 20% restock charge. Product must be received in perfect condition and in original packaging. If the product is deemed used or unsalable the product will be returned to sender at senders expense. HamitlonBuhl is not responsible for return shipping fees. |



Ironwood Guarantee

Factory Assembled

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to five years after purchase. This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.

R.T.A. Ready To Assemble

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to one year after purchase. This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.



Jonti Craft Warranty

Jonti-Craft, Inc. unconditionally guarantees customer satisfaction on all products. If you are not satisfied with any product, simply call us before it has been used and we will arrange to have it shipped back to our plant for replacement.

Our Customer Relations Team will be happy to assity you in filing a warranty claim. Please contact us via email or phone to begin the process. Please be prepared to explain the problem you have experience with your product, including invoice number, purchase date, and photos and we will guide you through the warranty claim process.

We will also extend the following guarantees against any defect in material or labor, absent any misuse or damage by the customer. *Please note: Jonti-Craft products are for indoor use only*.

LIFETIME WARRANTY

Jonti-Craft[®] Birch Furniture Rainbow Accents[®] Furniture MapleWave[®] Furniture TrueModern[®] Furniture YoungTime[®] Furniture KYDZ Suite[®] Furniture **5 YEAR WARRANTY**

Sproutz[®] Furniture Berries[®] Tables and Chairs Jonti-Craft[®] KYDZ Ladderback Chairs

90 DAY WARRANTY

RooMeez[®] Furniture

1 YEAR WARRANTY

ThriftyKYDZ[®] furniture Jonti-Craft[®] Glider Rocker

Jonti-Craft Warranty

Jonti-Craft, Inc. unconditionally guarantees customer satisfaction on all products. If you are not satisfied with any product, simply call us before it has been used and we will arrange to have it shipped back to our plant for replacement. We will also extend the following guarantees against any defect in material or labor, absent any misuse or damage by the customer:

| Jonti-Craft Product Line | Warranty Period | |
|---|-----------------|--|
| Jonti-Craft[®] Birch classroom furniture Rainbow Accents[®] classroom furniture MapleWave[®] classroom furniture KYDZ Suite[®] classroom furniture TrueModern[®] classroom furniture Young Time[®] classroom furniture | Lifetime | |
| Berries[®] Tables + Chairs Jonti-Craft[®] KYDZ Ladderback chairs | 5 Years | |
| ThriftyKYDZ[®] furniture Jonti-Craft[®] Glider Rocker | 1 Year | |



LIMITED WARRANTY

Your Ken-A-Vision[®] products are warranted from the date of purchase for the following period on the terms and conditions set forth below.

Warranty Period

- Aqua Flex is covered by a one-year limited warranty
- CeilingDocCam is covered by a three-year limited warranty
- Digital/Video Microscopes are covered by a one-year (camera) and ten-year (microscope) limited warranty
- FlexCam[®] is covered by a two-year limited warranty
- FlexCam 2 is covered by a five-year limited warranty
- kena[®] is cover by a one-year limited warranty
- Microprojector is covered by a lifetime limited warranty
- Microprojector 2 is covered by a 90 day (camera) and five-year (microscope) limited warranty
- Microscopes are covered by a ten-year limited warranty (excluding battery)
- Multi-Charger is covered by one-year limited warranty
- Professor Microscopes are covered by one-year limited warranty (excluding battery)
- PupilCam[®] (USB/Video Series) is covered by one-year limited warranty
- Video Flex[®] 7000 series is covered by a five-year limited warranty
- Video Flex 2100 Explorer is covered by a two-year limited warranty
- Vision Viewer[™] 7800 Series is covered by three-year limited warranty
- Stereo Microscopes are covered by a ten-year limited warranty (excluding battery)

Terms and Conditions

Ken-A-Vision warrants your product against defects in material and workmanship for the period set forth above from the date of purchase. If your product fails during the warranty period, contact your Ken-A-Vision dealer to arrange shipment to the factory or, to contact Ken-A-Vision directly, please call 1-800-627-1953.

This warranty is limited to exchange or repair, at the option of the factory, and Ken-A-Vision is not liable for any other damages, either direct or consequential. No warranty shall apply to any Ken-A-Vision product or any part thereof which has been subject to accident, alteration, modification, abuse, misuse, flood, fire, disassembly, or unauthorized repair, or if the serial number has been altered, defaced or removed.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND ANY OTHER WARRANTIES EXPRESS OR IMPLIED

Ken-A-Vision Mfg. Co., Inc. 5615 Raytown Road, Kansas City, MO 64133 USA 816-353-4787 fax: 816-358-5072 email: info@ken-a-vision.com http://www.ken-a-vision.com

INS-WARRANTYv5



Warranty Registration

Thank you for purchasing a Ken-A-Vision® product.

To fill out your warranty card,

- Visit: http://ken-a-vision.com/support/warranty
- **Call:** 816-353-4787 to speak with a customer service representative

Having trouble?

Visit: http://ken-a-vision.com/support/troubleshooting



Limited Lifetime Warranty

KENSINGTON COMPUTER PRODUCTS GROUP ("KENSINGTON") warrants only to the original purchaser of this product from a Kensington-authorized reseller or distributor that this product will be free from defects in material and workmanship under normal use and service. Kensington reserves the right, before having any obligation under this limited warranty, to inspect the damaged Kensington product, and all costs of shipping the Kensington product to Kensington for inspection shall be borne solely by the purchaser. In order to recover under this limited warranty, Purchaser must make claim to Kensington within 60 days of occurrence, and must present acceptable proof of original ownership (such as original receipt, warranty card registration, on-line registration, or other documentation Kensington deems acceptable) for the product. KENSINGTON, at its option, shall repair or replace the defective unit covered by this warranty. Please retain the dated sales receipt as evidence of the original purchaser's date of purchase. You will need it for any warranty service. In order to keep this limited warranty in effect, the product must have been handled and used as prescribed in the instructions accompanying this warranty. This limited warranty does not cover any damage due to accident, misuse, abuse or negligence. This limited warranty is valid only if the product is used with the equipment specified on the product box. Please check product box for details or call KENSINGTON technical support. This limited warranty is non-transferable and does not apply to any purchaser who bought the product from a reseller or distributor not authorized by Kensington, including but not limited to purchases from internet auction sites. This warranty does not affect any other legal rights you may have by operation of law. Contact KENSINGTON at www.support.kensington.com or at one of the technical support numbers listed below for warranty service procedures.

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EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, KENSINGTON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIEDWARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION OF THIS WARRANTY. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAYNOT APPLY TO YOU.

LIMITATION OF LIABILITY

REPAIR OR REPLACEMENT OF THIS PRODUCT, AS PROVIDED HEREIN, IS YOUR EXCLUSIVE REMEDY. KENSINGTON SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES, LOST PROFITS, LOSS OF USE OF SOFTWARE, LOSS OR RECOVERY OF DATA, RENTAL OF REPLACEMENT EQUIPMENT, DOWNTIME, DAMAGE TO PROPERTY, AND THIRD-PARTY CLAIMS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING WARRANTY, CONTRACT, STATUTORY OR TORT. NOTWITHSTANDING THE TERM OF ANY LIMITED WARRANTY OR ANY WARRANTY IMPLIED BY LAW, OR IN THE EVENT THAT ANY LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL KENSINGTON'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THIS PRODUCT. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAYNOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE.

LIMITED LIFETIME WARRANTY DOES NOT APPLY TO KENSINGTON'S NOTEBOOK CARRYING CASES SOLD AND MARKETED IN THE FOLLOWING COUNTRIES: INDIA, JAPAN, KOREA, THAILAND, PHILIPPINES, HONG KONG, TAIWAN, SINGAPORE, MALAYSIA, INDONESIA, VIETNAM AND CHINA.



5 Year Limited Warranty

KENSINGTON COMPUTER PRODUCTS GROUP ("KENSINGTON") warrants only to the original purchaser of this product from a Kensington-authorized reseller or distributor that this product will be free from defects in material and workmanship under normal use and service for five years after date of purchase. Kensington reserves the right, before having any obligation under this limited warranty, to inspect the damaged Kensington product, and all costs of shipping the Kensington product to Kensington for inspection shall be borne solely by the purchaser. In order to recover under this limited warranty, Purchaser must make claim to Kensington within 60 days of occurrence, and must present acceptable proof of original ownership (such as original receipt, warranty card registration, on-line registration, or other documentation Kensington deems acceptable) for the product. KENSINGTON, at its option. shall repair or replace the defective unit covered by this warranty. Please retain the dated sales receipt as evidence of the original purchaser's date of purchase. You will need it for any warranty service. In order to keep this limited warranty in effect, the product must have been handled and used as prescribed in the instructions accompanying this warranty. This limited warranty does not cover any damage due to accident, misuse, abuse or negligence. This limited warranty is valid only if the product is used with the equipment specified on the product box. Please check product box for details or call KENSINGTON technical support. This limited warranty is non-transferable and does not apply to any purchaser who bought the product from a reseller or distributor not authorized by Kensington, including but not limited to purchases from internet auction sites. This warranty does not affect any other legal rights you may have by operation of law. Contact KENSINGTON at www.support.kensington.com or at one of the technical support numbers listed below for warranty service procedures.

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3 Year Limited Warranty

KENSINGTON COMPUTER PRODUCTS GROUP ("KENSINGTON") warrants only to the original purchaser of this product from a Kensington-authorized reseller or distributor that this product will be free from defects in material and workmanship under normal use and service for two years after date of purchase. Kensington reserves the right, before having any obligation under this limited warranty, to inspect the damaged Kensington product, and all costs of shipping the Kensington product to Kensington for inspection shall be borne solely by the purchaser. In order to recover under this limited warranty. Purchaser must make claim to Kensington within 60 days of occurrence, and must present acceptable proof of original ownership (such as original receipt, warranty card registration, on-line registration, or other documentation Kensington deems acceptable) for the product. KENSINGTON, at its option, shall repair or replace the defective unit covered by this warranty. Please retain the dated sales receipt as evidence of the original purchaser's date of purchase. You will need it for any warranty service. In order to keep this limited warranty in effect, the product must have been handled and used as prescribed in the instructions accompanying this warranty. This limited warranty does not cover any damage due to accident, misuse, abuse or negligence. This limited warranty is valid only if the product is used with the equipment specified on the product box. Please check product box for details or call KENSINGTON technical support. This limited warranty is non-transferable and does not apply to any purchaser who bought the product from a reseller or distributor not authorized by Kensington, including but not limited to purchases from internet auction sites. This warranty does not affect any other legal rights you may have by operation of law. Contact KENSINGTON at www.support.kensington.com or at one of the technical support numbers listed below for warranty service procedures.

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2 Year Limited Warranty

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1 Year Limited Warranty

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STACK CHAIR LIMITED WARRANTY

All KFI chair frames and table bases are warranted against defects for (12) years from the original purchase date. 300 and 400 Series chair frames are warranted against defects for (5) years from the original purchase date. Table tops have a (1) year warranty against defects and normal wear and tear. TK2000 & DS2000 have a (2) year warranty on lift mechanisms

KFI warrants to the original purchaser that all products will be free from defects in original material and/or workmanship. KFI will replace, at its option, any defective parts or material.

This warranty is void if the product is not used for its intended purpose or if subjected to an unusual application or abuse. This warranty does not cover normal wear and tear. Variation in the color/ or texture of a material is not considered a defect.

This warranty is valid to any purchaser of KFI furniture. In the event of a claim, the purchaser may be required to validate their purchase by furnishing a copy of the original invoice for the product in question.

The KFI Service Department may issue a return authorization for the investigation of the claim. The purchaser may then be required to return the product to KFI, freight prepaid. If the claim is proven valid, KFI will without further cost to purchaser repair, or replace, at KFI's option, the appropriate defective part.

Warranty

Koss Limited Liftetime Warranty

This Koss product has a Limited Lifetime Warranty which covers normal use by the initial user or purchaser of this particular Koss product. Koss hereby warrants only to the initial user or purchaser that this Koss product will be free of any defect in materials and workmanship for the life of the product. This warranty does not apply to any INITIAL USER OR purchaser who allows this product to be used by multiple PERSONS. This warranty is the sole and exclusive warranty for this Koss product and is in lieu of all other warranties (express or implied), including any warranty of merchantability or fitness for a particular purpose. The sole and exclusive remedies available to the initial user OR PURCHASER for any defects in materials or workmanship shall be the obligation of Koss, at its sole option, to either refund the purchase price of the Koss product, or repair or replace the non-functioning or defective Koss product provided it is returned to Koss in secure packaging together with a check for \$9.00 (\$10.00 Canadian) to our factory at 4129 N. Port Washington Ave, Milwaukee, WI 53212. If purchased outside the U.S. contact the local Koss Authorized Dealer for details. Koss reserves the right to replace any discontinued product with one of equal value. Koss shall not be liable for any loss, injury or damages to persons or property resulting from the use of this product or any failure of or defect in this product, nor shall Koss be liable to the initial user of this product or to any other person or entity for any general, special, direct, indirect, incidental, consequential, exemplary, punitive, or OTHER DAMAGES of any kind or nature whatsoever. The repair or replacement of any non-functioning or defective product or the refund of the purchase price, at Koss' option, shall constitute Koss' only liability to the initial user or purchaser, whether such liability is based on contract, tort, strict liability or otherwise. Some states may not allow the exclusion or limitation of damages set forth herein in which case the above language may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which may vary among states or provinces. If usage of this Koss product violates the guidelines of this limited warranty, Koss will repair the product and charge the purchaser for the cost of company time and materials.

90 Day Limited Warranty

This product is warranted by Koss to be free from the date of original purchase. Koss agrees to remedy such defects by repairing or replacing at its option any product provided it is sent prepaid to the address listed below within the warranty period. ALL IMPLIED SHALL EXPIRE 90 DAYS FROM THE DATE OF ORIGINAL PURCHASE. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you. KOSS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THE USE OF THE PRODUCT OR BREACH OF CONTRACT OR WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. **One Year Limited Warranty**

This product is warranted by Koss to be free from defects in material and/or workmanship for a period of one year from the date of original purchase. Koss agrees to

remedy such defects by repairing or replacing at its option any product provided it is sent prepaid to the address listed below within the warranty period. ALL IMPLIED WARRANTIES SHALL EXPIRE ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. Some states do not allow limitations on how long an implied warranty lasts, so the above information may not apply to you. KOSS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THE USE OF THE PRODUCT OR BREACH OF CONTRACT OR WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

90-Day Limited Warranty for Koss® Strivia Products

ADDITIONAL RIGHTS. This warranty gives you specific legal rights and you may also have other rights which may vary from jurisdiction to jurisdiction. The benefits of this warranty are in addition to rights you may have under consumer protection laws. Some jurisdictions do not permit certain limitations or exclusions described in this warranty, so certain limitations and exclusions of this warranty may not apply to you.

What is covered by the warranty? Subject to the terms and conditions of this warranty, Koss warrants that this Product will be free of any defect in materials and workmanship under normal use during the ninety (90) day period following retail purchase by the initial user (the "Warranty Period"). Koss requires your original receipt to determine the Warranty Period. Any defect in materials or workmanship must be discovered and reported to Koss within the Warranty Period or it will not be covered by this warranty. You may not transfer the warranty and no one but you is benefited by it. This is the only express warranty made by Koss and is in lieu of any (if any) others concerning this Product.

You may also have an implied warranty and/or condition under the law of some jurisdictions. If so, the duration of all implied warranties is limited to the Warranty Period. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so this limitation might not apply to you.

What is not covered? The warranty does not cover: damage resulting from abnormal or commercial use; modifications by you of the Product; cosmetic damage; any defect resulting from abuse, misuse, accident, failure to follow Product instructions; problems caused by you; problems caused by maintenance or repair of the Product by anyone other than Koss or a Koss designated party; or damage caused by liquid. (The Product may contain a liquid sensor that indicates the presence of excessive liquid.) Koss is not liable for any damage to or loss of any user data. Normal decrease in battery capacity over time is not covered by this warranty.

Unless otherwise required by law, this warranty does not cover any open so urce software (software provided under public license by third parties).

DO NOT ATTEMPT TO OPEN THE PRODUCT. Opening the Product or attempting to open the Product may cause damage that this warranty does not cover. This warranty is void if the Product is returned with any alterations, including removal of the external cover.

What do you have to do to place a warranty claim? You are required to submit the Product to Koss for inspection to confirm the alleged defect. Koss will not provide

coverage under this warranty unless you comply with all terms. To request warranty service, you must: (1) return the Product in prepaid, secure and protective packaging to Koss Corp., 4129 N. Port Washington Ave., Milwaukee, Wisconsin, U.S.A. 53212; and (2) enclose a short but specific description of the alleged defect with a copy of your original receipt and sufficient information to allow Koss to contact you. What will Koss do? During the Warranty Period Koss will perform any repair or replacement that is covered by this warranty without charge to you. If Koss does not confirm the alleged defect, Koss will inform you of the estimated fee for repair efforts. There is no charge for this estimate. After the Warranty Period, service for the Product, including battery replacement, may be available from Koss for a fee. EXCLUSIVE REMEDY. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SHALL BE THE OBLIGATION OF KOSS, AT ITS SOLE OPTION (subject to applicable law), TO EITHER (1) REPAIR OR REPLACE THE PRODUCT; OR (2) PAY TO YOU DAMAGES YOU ACTUALLY INCURRED IN REASONABLE RELIANCE, BUT ONLY UP TO THE AMOUNT OF THE PURCHASE PRICE THAT YOU PAID LESS REASONABLE DEPRECIATION BASED ON ACTUAL USE where permitted by law. Koss reserves the right to repair or replace the Product or parts (including discontinued items) with a product or parts which may be new, refurbished, reconditioned or returned, including items manufactured by Koss or others, but which are comparable in function and performance to the original product or part. Unless otherwise required by law, repair and replacement services and repaired, replaced, reconditioned or refurbished parts and/or products are not warranted and any (if any) implied warranties, conditions or duties regarding such services are hereby disclaimed. EXCLUSION OF CERTAIN DAMAGES and LIMITATION OF LIABILITY. Except as provided in the above "Exclusive Remedy" section, Koss shall not be liable to you or anyone else for any loss, injury or damages relating to the warranted product, this warranty, any implied warranty or condition, or to any remedy elected by Koss, including (without limitation) attempts to repair or replace the product. Also, Koss shall not be liable for any general, special, direct, indirect, incidental, consequential, exemplary, punitive, or other damages of any kind or nature whatsoever (except for the damages described in the "EXCLUSIVE REMEDY" section above). The Exclusive Remedy elected by Koss shall constitute Koss' only liability to you or anyone else whether such liability is based on contract, tort (including negligence), strict liability or otherwise. The foregoing limitations and exclusions shall apply even if a remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. No Koss agent or employee is authorized to modify this warranty. If any term of this warranty is found to be illegal or unenforceable, the remaining terms shall remain enforceable. The laws of the State of Wisconsin, USA, govern this warranty. NOTE: Avoid playing the Product at high volume levels. Some studies have concluded that prolonged and extensive exposure to noise in excess of 95dB may impair hearing. Never use the Product while operating a motorized vehicle. It may create a traffic hazard and is illegal in many areas. Exercise caution if you are wearing the Product while engaged in activities such as walking, race-walking, jogging, cycling, etc. which may bring you in contact with vehicular traffic. Rev. 4/20/12



Learniture provides furniture and equipment designed to adapt to the constantly changing educational environment. **1.800.260.2776**

Learniture Warranties

While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear, as well as failure to provide reasonable maintenance.

Learniture School Chair and Stool

LIMITED WARRANTY

Learniture school chairs and non gas-lift stools are warranted from any defects in design, workmanship, assembly or material for 15 years. Gas-lift office, task chairs, drafting stools, tablet arm chairs/desks, café/lunch chairs and stools, and active learning stools for 5 years.

Learniture School Desk

LIMITED WARRANTY

Learniture school desk frames are warranted from any defects in design, workmanship, assembly or material for 15 years. Plastic desk tops are warranted for 15 years, 10 years on wood composite tops. Learniture teachers desks are warranted for a lifetime.

Learniture Tables

LIMITED WARRANTY

Learniture activity, computer, study carrels, training & seminar tables are warranted from any defects in design, workmanship, assembly or material for 10 years. Electric-adjustable height tables are warranted from any defects in design, workmanship, assembly and material for lifetime (5 years on motor).

Learniture Laptop Storage Cart

FIVE-YEAR LIMITED WARRANTY

All Learniture laptop storage carts are warranted for five years from any defects in design, workmanship, assembly or material.

Learniture Science Furniture

LIMITED LIFETIME WARRANTY

All Learniture science furniture is warranted from any defects in design, workmanship, assembly or material.

Learniture Cafeteria Furniture

15-YEAR LIMITED WARRANTY

All Learniture cafeteria furniture is warranted for 15 years from any defects in design, workmanship, assembly or material.

Learniture Common Area Furniture

FIVE-YEAR LIMITED WARRANTY

All Learniture common area furniture is warranted for five years from any defects in design, workmanship, assembly or material.

Learniture Locker

FIVE-YEAR LIMITED WARRANTY

All Learniture lockers are warranted for 5 years from any defects in design, workmanship, assembly or material.

For more information please visit **www.schooloutfitters.com** or call us at **1.800.260.2776.**



FumIshing great places to learn.



To Whom it May Concern,

- Shortages or damaged merchandise must be reported to your Sales or Customer Service Representative within 30 days of receipt of shipment.
- In the event of a shortage, we will gladly ship the item or credit your account.
- For damages that are the result of product defects, a credit will be issued and a replacement shipped and billed.
- For goods showing visible damage on the shipping carton, have the carrier note damages on the freight bill before accepting delivery. Goods damaged in transit must be reported to the carrier immediately. Save all original shipping cartons, packing slip, packing materials and damaged items until they have been inspected or your claim has been settled. If possible, provide a photo of damages.

Thank you,

Tammy Joyner



LIMITED HARDWARE WARRANTY

Logitech warrants to the original purchaser that your Logitech hardware product shall be free from defects in material and workmanship for the length of time, identified on your product package and/or at www.logitech.com under specifications for your product, from the date of purchase (or delivery as may be required in certain jurisdictions). You may also find this information by selecting your product in the Online Support section of our website at support.logitech.com. Except where prohibited by applicable law, this warranty is nontransferable and is limited to the original purchaser and the country in which the product was purchased. This warranty gives you specific legal rights, and you may also have other rights, including a longer warranty duration that may vary under local laws.

How to Start

The first thing to do if you think you may have a warranty claim is to visit support.logitech.com where you will find a wide range of Support and FAQ pages with valuable technical assistance.

If you do not find a solution on our website, please contact the retailer from whom you made your purchase. Valid warranty claims are generally processed through the point-of-purchase retailer during the first thirty (30) days after purchase. This period of time may vary depending on the retailer.

If your warranty claim cannot be processed through the point-of-purchase retailer, please visit our Support Warranty FAQ section to find out how to contact our Support department.

Remedies

Logitech's entire liability and your exclusive remedy for any breach of warranty shall be, at Logitech's option, (1) to repair or replace the hardware, or (2) to refund the price paid, provided that the hardware is returned to the point of purchase or such other place as Logitech may direct with a copy of the sales receipt or dated itemized receipt. Shipping and handling charges may apply except where prohibited by applicable law. Logitech may, at its option, replace your product, offer to provide a functionally equivalent product, or repair any product with new, refurbished or used parts as long as such parts are in compliance with the product's technical specifications. Any replacement hardware product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be applicable in your jurisdiction.

This warranty does not cover problems or damage resulting from (1) accident, abuse, misapplication, or any unauthorized repair, modification or disassembly; (2) improper operation or maintenance, usage not in accordance with product instructions or connection to improper voltage supply; (3) use of consumables, such as replacement batteries, not supplied by Logitech except where such restriction is prohibited by applicable law; (4) lost parts that were originally supplied with the Logitech hardware product; (5) non-Logitech branded parts and accessories even if sold with the Logitech hardware product; (6) non-Logitech services that may be accessed or controlled with a Logitech hardware product; or (7) normal wear and tear.

This limited warranty does not, under any circumstances, cover the replacement of or reimbursement for any electronic device or personal property that is not a Logitech

product. This warranty also does not cover Logitech products used by businesses for the purpose of providing end users with Internet access for a fee.

Limitation of Liability

LOGITECH SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR DATA (WHETHER DIRECT OR INDIRECT) OR COMMERCIAL LOSS FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON YOUR PRODUCT EVEN IF LOGITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Duration of Implied Warranties

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS HARDWARE PRODUCT IS LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY PERIOD FOR YOUR PRODUCT. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

National Statutory Rights

Consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the warranties in this Limited Warranty. In Brazil, remedies include the consumer's option to keep the defective product and receive a proportional price reduction.

No Other Warranties

No Logitech dealer, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

Warranty Periods

Please note that, in the European Union, any warranty period less than two years shall be increased to two years.

Logitech Address Logitech, Inc. 7700 Gateway Blvd. Newark, California 94560



Warranty

Most products sold on Lumens.com are backed by a manufacturer warranty. Although Lumens does not itself warranty the products we sell, we do assist you in resolving issues during the warranty period. If you experience problems with any product you purchased that offers a manufacturer warranty, please contact Customer Service. We will either facilitate a resolution or put you in contact with the manufacturer so that they might assist you directly.

Keep in mind that Lumens and our suppliers are not liable for any indirect, special, consequential or incidental damages including, without limitation, lost profits or revenues, costs of replacement goods, loss or damage to goods or services arising out of the use or inability to use this site or any product purchased from Lumens, damages resulting from use of or reliance on the information present, even if Lumens or its suppliers have been advised of the possibility of such damages.

Please contact Customer Service if you have any questions.



TIPS RFP 171001 Audio Visual Equipment, Supplies and Services

October 25th, 2017

To Whom It May Concern,

Limited Lifetime Warranty

Luxor products are covered by a manufacturer's Limited* Warranty against defects and workmanship. Any product that is defective in either materials or workmanship will be repaired or replaced at the manufacturer's discretion. This warranty does not cover damage in transit or any modification to the product by the customer. This warranty is for the life of the product provided the product is used for its intended purpose and used with weight loads not exceeding those recommended.

* Since rental applications do not fall under the category of normal usage, Luxor will be unable to provide the Lifetime Warranty on units used for rental applications. We will, however, make parts and/or entire units available at a special purchase price upon request.

* All Whiteboards are covered by a 10-year warranty.

* Limitations may apply depending on the model purchased. Inquire with your sales representative for details.

Sincerely,

M. Eden

Marie Eden Inside Sales Manager



Marvel® warrants its products to the original purchaser to be free from defects in material and workmanship for as long as the original purchaser owns the product, except as provided below. Components and parts deemed as high wear including: casters, pneumatic cylinders, stacking chairs, and task lights are warranted for five years from the date of sale. Fabrics are warranted for five years. Electronic Adjustable Table electric components and motors are limited to 5 years, under normal operating conditions, subject to inspection and determination of the manufacturer. Seating control mechanisms and keyboard arms are warranted for ten years from the date of original sale. Warranty periods for seating that exceeds eight hours per day usage (single shift) is reduced in apro-rata basis.

This warranty excludes products that were not installed or used in accordance with product instructions and warnings. Broduct adaptations, customizations or modifications not explicitly approved by Marvel® do not qualify for this warranty. The obligations of Marvel® are limited to repair or replacement at the sole option of Marvel®. Marvel®, in no event, will be responsible for incidental or consequential damages arising out of aclaim for defective or damaged product.



Norwood Carts Limited Lifetime Warranty

Norwood Carts are warranted from any defects in design, workmanship, assembly or material.

While under warranty, School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear as well as failure to provide reasonable maintenance.

For more information please visit **www.schooloutfitters.com** or call us at **1.800.260.2776**





Norwood Chair and Table Dolly Limited Warranty

Norwood Chair & Table Dollies are warranted for 10 years from any defects in design, workmanship, assembly or material.

While under warranty, School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear as well as failure to provide reasonable maintenance.

For more information please visit **www.schooloutfitters.com** or call us at **1.800.260.2776**





Norwood Chair and Stool Limited Warranty

Norwood Chairs and Stools are warranted from any defects in design, workmanship, assembly or material;

- Folding chairs, Folding Tablet arm chairs/desks, 10 years
- Gas-lift office, executive, task chairs and drafting stools, 5 years
- Café/Lunch, Stacking chairs and non-plastic top stools, 5 years
- Guest and waiting room chairs, 5 years
- Plastic Stack stools, 2 years

While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear, as well as failure to provide reasonable maintenance.

For more information please visit www.schooloutfitters.com or call us at 1.800.260.2776





Norwood Classroom Organization Limited Warranty

Norwood Classroom Organization products are warranted for 5 years from any defects in design, workmanship, assembly or material.

While under warranty, School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear as well as failure to provide reasonable maintenance.

For more information please visit **www.schooloutfitters.com** or call us at **1.800.260.2776**





Norwood Dry Erase and Bulletin Board Limited Warranty

Norwood Dry Erase and Bulletin Boards are warranted from any defects in design, workmanship, assembly or material;

- Porcelain & Glass boards, Lifetime
- Melamine boards, 10 years
- Bulletin Boards, Cork Boards & Tack boards, 15 years
- Display Easels, 10 years
- Indoor/Outdoor enclosed boards, 5 years
- Cork roll, 3 years
- Lapboards, 2 years

While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear, as well as failure to provide reasonable maintenance.

For more information please visit www.schooloutfitters.com or call us at 1.800.260.2776





Norwood Office/Media Furniture Limited Warranty

Norwood Office/Media Furniture is warranted from any defects in design, workmanship, assembly or material;

- Metal desks, Lifetime warranty
- Lecterns and Podiums 10 years
- Laminate desks, Office sets, Credenza and Hutches, Bookcases, File & Storage Cabinets, Study Carrels, Conference Tables and Office Sets 5 years
- Steel Book Carts and Storage Cabinets 5 years While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear, as well as failure to provide reasonable maintenance.

For more information please visit **www.schooloutfitters.com** or call us at **1.800.260.2776**



Furnishing gree bloces to learn;"



Norwood Folding Table Limited Warranty

Norwood Tables are warranted for 10 years from any defects in design, workmanship, assembly or material.

While under warranty, School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear as well as failure to provide reasonable maintenance.

For more information please visit **www.schooloutfitters.com** or call us at **1.800.260.2776**





WARRANTY

Dur warranty is a way of pledging excellence in the quality of our products. It is a way of protecting our customers' investments and continuing product improvement. Mostly, our warranty is a way of extending our dedication to our customers

LIMITED LIFETIME WARRANTY:

Safeo warranty obligation: We pladge to replace, at Safeo's option, any Safeo product or component that is defective in material or workmanship for as long as you, the original purchaser, own it This warranty is subject to the provisions below

LIABILITY LIMITATIONS:

The following listed parts, components and supplies are covered under warranty in accordance with the below schedule following the product purchase date

Twelve Years: Wood seating

Tee Years: Seating controls and Rumba Series Laminates

Five Years: Glides, casters, and polymer-based components, user-adjustable work surface mechanisms, seating

upholstery fabrics, foarn, laminates, venuer finishes and other covering materials, drawer glides and power strips.

WARRANTY SUBJECT TO EXCLUSIONS:

Exclusions pertaining to this warranty are as follows but are not limited to:

- Freduct or product components utilized with the intent to rent or lease
- Freight damages: Safeo is not liable for any product damages sustained during shipping or bandling operations. Safeo provides specific policies and requirements reparding shipping and neserves the right to review and address product distribution matters separately.
- Normal wear and tear
- ¹ Product negligence: A product is not considered defective upon Improper installation, or misuse of the product or its components
- · Alterations or attachments to the product that were not approved by Safco.
- All corrugated products or components

Safco's warranty obligation is limited to normal use upon receipt of our products

Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warrenty period will be reduced in a pro-rate manner

Models warranted for multiple shifts:

- Task Master[®] industrial series
- ★ Soft-tough[®] series
- Workfit® polyurethane series
- Uber" series
- Alday" Intensive Use (500 lbs.)
- Vue[™] Intensive Use (500 lbs)

WARRANTY PROCEDURES:

Please follow the warranty procedures described below to ensure aptly responsive service

- 1 Once a defect has been discovered, the original purchaser must contact Safco immediately (within 30 days of defect detection) with the serial number(s) from the product(s) in question
- 2. Upon inspection of the product(s), Safco will collect all relevant information necessary for review of the request
- 3. Product replacement, replacement carts, and repairs will be authorized by a customer service representative if acknowledged to be necessary under product warranty eligibility conditions

SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES:

Natural products have varying grains and colors. Due to such natural variations occurring in materials such as wood and leather, these characteristics are not considered defects. Safeo does not warrant the color-fastness or matching of colors, grains or textures of such materials. Materials supplied, selected or provided by the customer (COM) are not warranted.

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED OTHER THAN THOSE CLEARLY STATED HEREIN. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. Buyer is responsible for freight to and from factory on all warranty claims. Any description of the goods sold here under, including any reference to Buyer's specifications and any description in catalogs, circulars and other written material published by Safco, is the sole purpose of identifying such goods and shall not create an express warranty that the goods shall conform to such description. SAFCO WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES NOR FOR ANY SUM IN EXCESS OF THE PURCHASE PRICE.

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Warranty

MIPRO values your business and always attempts to provide you the very best of service.

No limited warranty is provided by MIPRO unless your MIPRO Product was purchased from an authorized distributor or authorized reseller. Distributors may sell Products to resellers who then sell Products to end users.

MIPRO offers a 1-year manufacturer warranty on our products. It warrants that the products will be free from defects in materials or workmanship (as long as the wireless systems are used under normal circumstances and properly maintained) for a period of 1-year from the original date of purchase.

This warranty does not cover damage from shipping accidents, misuse, abuse, operation with incorrect AC voltage, operation with faulty associated equipment, modification, or alteration without prior factory approval, service by an unauthorized service center, and normal wear and tear. Units on which the serial number has been removed or defaced are not eligible for warranty service. Evidence of alteration, erasing, or forgery of proof-of-purchase documents will be cause to void the warranty. Any implied warranties, including warranties of merchantability and fitness for a particular use, shall be limited in duration to the period of time set forth above.

All service and repair issues for MIPRO are handled directly by our authorized distributors in each local country.

Please contact them for servicing issues.

Manufacturer's Warranty



National Public Seating® offers the original user a warranty against all manufacturing defects in material and workmanship from date of purchase for ten years*. If defective, NPS will, at its option, repair or replace the defective product. This warranty does not apply to damage resulting from misuse, abuse or neglect. Authorization for return and / or repairs is required by contacting your dealer. This warranty gives you specific rights, and you may also have other rights which vary by state.

Orders are accepted under the express agreement that under no circumstances will seller be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with the order or with the use or inability to use seller's products furnished under the order. Seller's maximum liability shall not exceed and buyer's remedy is limited to either (i) repair or replacement of the defective part or product, or at seller's option (ii) return of the product and refund of the purchase price. Such remedy shall be the buyer's entire and exclusive remedy.

*Fifteen years on Mobile Cafeteria Tables *One year for Commercialine



WWW.OFMINC.COM 161 TRADITION TRAIL, HOLLY SPRINGS, NC 27540

TOLL FREE, 000,620 7411 LTCAL 919.303.6380 FAX: 919.362.4765

TIPS RFP 171001 Audio Visual Equipment, Supplies and Services

October 27th, 2017

To Whom It May Concern,

Limited Lifetime Warranty

OFM products are covered by a manufacturer's Limited* Warranty against defects and workmanship. Any product that is defective in either materials or workmanship will be repaired or replaced at the manufacturer's discretion. This warranty does not cover damage in transit or any modification to the product by the customer. This warranty is for the life of the product provided the product is used for its intended purpose and used with weight loads not exceeding those recommended.

Sincerely,

Blake Zalcberg President





Manufacturer's Warranty

Our lectern undergoes the most rigid and exacting tests for superior quality and performance before leaving our factory. **Oklahoma Sound®** warrants all products to be free from defective material and workmanship on the electronic product speakers and microphones for five years from the date of resale by an authorized Oklahoma Sound® distributor. Oklahoma Sound® will replace defective parts and repair malfunctioning products under this warranty when the defect occurs under normal installation and use, provided the unit is returned to our factory via prepaid transportation after direct authorization and approval by Oklahoma Sound®. This warranty provides that examination of the returned product must disclose in our judgement, a manufacturing defect. This warranty does not extend to any product which has been subject to or defected and is given in lieu of any other warranty implied or expressed and will not cover any consequential damages.

Orders are accepted under the express agreement that under no circumstances will seller be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with the order or with the use or inability to use seller's products furnished under the order. Seller's maximum liability shall not exceed and buyer's remedy is limited to either (i) repair or replacement of the defective part or product, or at seller's option, (ii) return of the product and refund of the purchase price. Such remedy shall be the buyer's entire and exclusive remedy.



2224 E Randol Mill Rd Arlington, TX 76011 800.824.6494

WARRANTY

Paragon Furniture, LP., provides a lifetime structural warranty against product defects in materials, construction, or workmanship.

Paragon Furniture, LP., reserves the right to repair or replace at original invoice value, any part or product said to be defective.

This warranty, whether expressed or implied, does not cover normal wear, abuse, improper installation, accidents, or freight damage.

Work surfaces, moving/wearing parts, and finishes are guaranteed for five years.

This warranty is nontransferable and applies only to the original purchaser.

No other warranty is express or implied.

MADE IN THE U.S.A.





POPULAS PRODUCTS ARE PROUDLY BUILT IN THE NORTHWEST UNITED STATES. CUSTOMER SERVICE STAFF ALL LIVE HERE, TOO.



1



WE STAND BY OUR PRODUCTS. IF YOU NEED US, WE'RE HERE: 1.800.957:2720

or chail sustamerservice@populasfumiture.com



LIFETIME WARRANTY

At POPULAS we love making high quality furniture for our customers. All of our environmentally-friendly manufacturing processes happen in the United States, and our products are built with durable US made steel, aluminum and wood products. To back up our pledge of quality, we offer a Lifetime Warranty on many of our products.

The POPULAS Furniture Lifetime Warranty covers defects in materials and workmanship in selected products that are sold to POPULAS Furniture customers. The warranty period lasts for the lifetime of the product after receipt. We will repair or replace any product component or product that is deemed to be defective by a POPULAS representative.

Lifetime Warranty does not cover:

Damage to any product caused by improper use, application or installation; changes in the look of any finish over time due to normal aging; damage to any finish caused by improper cleaning, maintenance or exposure to corrosive elements; normal wear and tear, which includes scuffs and areas of heavy wear; incidental or consequential damages, including labor to replace parts or products, repair of hydraulic hoses or recharge of hydraulic fluid for the Accella" and Infinity" series products.

Products not covered by the Lifetime Warranty:

- Motorized and electrical components included in the Vox", Infinity" and Approach " brand of products are covered by a Five (5) Year Limited Warranty.
- The gas piston included in the GPP models is covered by a Five (5) Year Limited Warranty.

QOMO HiteVision Limited Warranty

QOMO HiteVision, LLC ("QOMO") warrants to be free from manufacturing defects in materials and workmanship under normal use for a period of 3 year for QOMO JOURNEY series interactive touch displays ("Product"). This warranty covers Products purchased on or after January 1st, 2014 in the United States. QOMO reserves the right to change the warranty coverage for new purchases at any time.

The warranty covers parts and labor for the warranty period from the date of purchase of the Product. All warranty repairs are to be performed by authorized QOMO service staff upon request by end users with a valid serial number for the Product.

QOMO covers the return shipping expense of repaired Product while the end user will be responsible for the shipping expenses (packaging, freight, insurance, etc.) of the repair Product to the authorized QOMO service center.

QOMO shall, at its discretion, repair or replace any product found defective, without charging for parts or labor within warranty period. Repaired or replaced equipment and parts supplied under this warranty shall be covered only by the unexpired portion of this warranty.

This warranty does not apply to any Product damaged, or suffered malfunction or deterioration due to 1) abuse, misuse, accident, fire, water, lightning, or other acts of nature, unauthorized product modification or failure to follow instructions included with the Product, 2) any damages from shipping, or 3) any other causes that do not relate to a Product defect.

QOMO is not liable for any claims by a third party or made by the purchaser of a third party. Except as expressly set forth in this warranty, QOMO makes no other warranties, expressed or implied nor authorized any other party of offer any warranty, including any implied warranties of merchantability or fitness for a particular purpose. Any implied warranties that may be lawful are restricted under the terms of this limited warranty. This warranty statement supersedes all previous warranties.

Journey_Ver0)



LIMITED 1-YEAR WARRANTY RECORDEX USA SimplicitySlate("Product")

What is my warranty? Recordex warrants to the original purchaser ("You"/"Your") only that the Product will be free from defects in material and workmanship under normal use for a period of one (1) year from the date of original purchase* (see note below).

How long does this warranty last? One (1) year from the date of the original purchase*.

What is the typical warranty process? A service technician will attempt to resolve the problem by phone and or email. If the problem appears to require new hardware then:

The defective product will be replaced with a new or refurbished product at Recordex expense.

Who is responsible for Shipping? Recordex is responsible for picking up defective product from your school or business. Shipping expenses are only covered under warranty to the 48 contiguous United states. You are responsible for shipping, if necessary, to Alaska, Hawaii and any address outside of the United States. If the Product is repaired out of warranty then you are responsible for shipping both ways. Recordex has option to field abandon product and may instruct you to responsibly dispose of the defective product.

What must I do to obtain warranty service? To obtain warranty service please contact Recordex's Customer Service Center at 888-715-0278 and support@recordexusa.com or contact your authorized Recordex Integrator/Installer for assistance in filing a warranty claim. You will receive instructions on how to properly return your product for authorized warranty repair. In order to receive warranty service you must be able to provide an original receipt or involce for the purchase of your Product.

What are the limitations? Recordex's warranty shall not apply: (i) to any Product subjected to accident, misuse, neglect, alteration, acts of God, improper handling, improper transport, improper storage, improper use or application, improper installation, industrial or commercial use, improper testing or unauthorized repair; or (ii) to cosmetic problems or defects that result from normal wear and tear under ordinary use, and do not affect the performance or use of the product. If the Product develops a covered defect within the warranty period, Recordex will, at its option, either repair or replace the Product at no charge, provided that the Product is returned during the warranty period and this is your exclusive remedy and the entire liability of Recordex under this warranty. No warranty is made or implied as to the effectiveness or suitability of this product for your purposes.

THE ABOVE STATED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RECORDEX WILL NOT BE HELD LIABLE FOR ANY OTHER DAMAGES OR LOSS INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES AND LOSS OF PROFITS OR REVENUES FROM WHATEVER CAUSE, INCLUDING BREACH OF WARRANTY OR NEGLIGENCE.

*If the product is installed by an authorized Recordex integrator/installer the warranty period starts on the date the installation of the product is approved by authorized party. (I.e. Authorized Recordex Integrator/Installer installs product and authorized School District personnel signs-off on installation.)



LIMITED 5-YEAR WARRANTY RECORDEX USA SimplicityCam ("Product")

What is my warranty? Recordex warrants to the original purchaser ("You"/"Your") only that the Product will be free from defects in material and workmanship under normal use for a period of five (5) years from the date of original purchase* (see note below).

How long does this warranty last? Five (5) years from the date of the original purchase*.

What is the typical warranty process? A service technician will attempt to resolve the problem by phone and or email. If the problem appears to require a replacement product then the following will occur:

A replacement product will be shipped to you at Recordex' expense.

Who is responsible for Shipping? Recordex is responsible for picking up defective product from your school or business. Shipping expenses are only covered under warranty to the 48 contiguous United states. You are responsible for shipping, if necessary, to Alaska, Hawaii and any address outside of the United States. If the Product is repaired out of warranty then you are responsible for shipping both ways. Recordex has option to field abandon product and instruct you to dispose of the defective product responsibly.

What must I do to obtain warranty service? To obtain warranty service please contact Recordex's Customer Service Center at 888-7125-0278 and support@recordexusa.com or contact your authorized Recordex Integrator/Installer for assistance in filing a warranty claim. You will receive instructions on how to properly return your product for authorized warranty repair. In order to receive warranty service you must be able to provide an original receipt or invoice for the purchase of your Product.

What are the limitations? Recordex's warranty shall not apply: (i) to any Product subjected to accident, misuse, neglect, alteration, acts of God, improper handling, improper transport, improper storage, improper use or application, improper installation, industrial or commercial use, improper testing or unauthorized repair; or (ii) to cosmetic problems or defects that result from normal wear and tear under ordinary use, and do not affect the performance or use of the product. If the Product develops a covered defect within the warranty period, Recordex will, at its option, either repair or replace the Product at no charge, provided that the Product is returned during the warranty period and this is your exclusive remedy and the entire liability of Recordex under this warranty. No warranty is made or implied as to the effectiveness or suitability of this product for your purposes.

THE ABOVE STATED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RECORDEX WILL NOT BE HELD LIABLE FOR ANY OTHER DAMAGES OR LOSS INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES AND LOSS OF PROFITS OR REVENUES FROM WHATEVER CAUSE, INCLUDING BREACH OF WARRANTY OR NEGLIGENCE.

*If the product is installed by an authorized Recordex integrator/installer the warranty period starts on the date the installation of the product is approved by authorized party. (I.e. Authorized Recordex Integrator/installer installs product and authorized School District personnel signs-off on installation.)

SCH&LAR CRAFT

Limited Lifetime Warranty

#1 Scholar Craft Pkwy, PO Box 170748, Birmingham, AL 35217

The warranty information below is effective on all Scholar Craft products for orders manufactured after June 1, 2016. For warranty information concerning orders placed prior to June 1, 2016, please refer to the warranty information contained in the published price list of the corresponding year. For additional information relating to warranty, please contact your Customer Service Representative.

Effective June 1, 2016

Scholar Craft warrants to the original purchaser that its products are free from defects in material and workmanship under normal classroom use for as long as the life of the product, except as set forth below.

During the warranty period, Scholar Craft will replace, or at its option, repair locally, repair at its factory, any Scholar Craft brand product manufactured after June 1, 2016 that, upon inspection by Scholar Craft, is determined to be defective in material or workmanship.

This warranty is subject to the following provisions:

Some natural variations occurring in polypropylene material or other natural materials are inherent to their character and are not considered defects. Scholar Craft does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Customer's Own Material (COM) selected by and used at the request of an original purchaser is not warranted.

The materials and components listed below are covered from the date of sale according to the following:

Seating controls, glides, pneumatic cylinders, casters – 3 years.

This warranty does not apply to:

- Normal wear and tear
- Damage from environmental factors
- Damage from sharp objects
- Damage from accident, alteration, misuse, or improper installation or maintenance

• Modifications or attachments to the product not approved by Scholar Craft

Products used for rental purposes

• Damage caused by the carrier in-transit, which is handled under separate terms

• Third-party products – Scholar Craft, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by third-party products supplied to Scholar Craft.

• All warranty claims are to be made in writing by the original purchaser. The original purchaser may be required to produce the invoice or other evidence to establish that a claim is within the warranty period.

To the extent allowed by law, Scholar Craft makes no other warranty, either expressed or implied, including any warranty or merchantability or fitness for a particular purpose. Scholar craft is not liable for any consequential or incidental damages. This warranty contains the original purchaser's exclusive remedy.

Your Scholar Craft Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your Scholar Craft Dealer.

SMITH CARREL, INC.

TEN YEAR LIMITED WARRANTY - FURNITURE

THREE YEAR LIMITED WARRANTY - ELECTRICAL COMPONENTS

Smith Carrel, Inc. warrants its furniture to be free of all defects in material and workmanship that may arise within (10) years from the date of purchase. Three (3) year limited warranty on electrical components. This warranty does not cover defects caused by apparent misuse, abuse, or inadequate maintenance of the product. Smith Carrel, Inc. will repair or replace, at its option, any portion of the product that is found to be defective under the terms of this warranty without cost to the purchaser.

THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE.

All incidental or consequential damages which may arise, including but not limited to business loss, personal property damage, and third party liabilities are hereby expressly excluded.

Smith Carrel, Inc. will be liable under this warranty only for the cost of, or at its option, the repair or replacement of defective products.



1815 W. 205th Street, Suite 103, Torrance, CA 90501 phone: 310-618-9619 fax: 310-618-9620 www.soundprojections.com

10/26/2017

Six Year Limited Warranty

Sound Projections brand products purchased after July 1, 2006 are warranted to be free of defects in materials and workmanship for a period of 6 years from the date of original purchase, subject to the following conditions:

* This warranty excludes defects caused by normal wear, abuse, shipping damage, or failure to use product in accordance with instructions. All warranty service must be performed or authorized by Sound Projections. Any service, modifications, or disassembly performed without authorization from Sound Projections may void this warranty.

* The product must have been purchased through an authorized Sound Projections Dealer, or through Authorized Distributor.

- * The LFP rechargeable battery in SM-5, and VM-2 models are warranted for a period of 3 years.
- * The sealed lead acid battery in FR-4 model is warranted for a period of 2 years.
- * Wireless microphone and CD/MP3 player options are warranted for a period of 2 years.
- * All accessories are warranted for a period of 2 years.

* Prior to returning your unit for repair and / or warranty service, please contact our customer service department at the address below for a return authorization (RA) number.

* For warranty repair - complete systems must be returned to Sound Projections. Subassemblies will be repaired and returned at normal service rate.

Warranty for repairs done by Sound Projections

* CD/MP3 and USB players, wireless systems, and lead acid battery are warranted for a period of 6 months.

- * Internal electronics, input jacks, and speakers are warranted for a period of 1 year.
- * Repair of all accessories shall be warranted for a period of 1 year.
- * LFP battery shall be warranted for a period of 2 years.



I.D.SYSTEMS[™] Warranty

I.D.SYSTEMS[™] furniture is warranted for a period of five (5) years from date of delivery to the original purchaser. Products are warranted to be manufactured free from defects in material and workmanship, absent any misuse or damage.

I.D.SYSTEMS[™] shall promptly, at their option, repair or resupply a like quantity of non-defective product. Claims shall be verified in writing within 30 days of the date the defect is discovered.

I.D.SYSTEMS™ By Stevens Industries, Inc. 704 West Main Teutopolis, IL 62467 P: 800.350.3270

Claims to be made through Dealer where product was purchased.

3021.3/09

LIMITED WARRANTY

Studio Designs (the "Company") warrants to the original purchaser that this product will be free from defects in its workmanship and materials, under normal residential use and service conditions, as described herein. The Company will repair or replace, at its option, without charge to the original purchaser only, the defective product or parts for a period of ten (10) years (or Thirty (30) days on closeouts and discounted products) from the date of purchase and while owned by the original purchaser. This warranty shall be effective for the applicable time period beginning from date of purchase as shown on your original sales receipt. Replacement parts can only be supplied if parts are available. Items out of production may be unavailable. The Company's obligation under this warranty is limited to repairing or replacing products or parts as provided herein. This product has been designed for and is intended for residential use only. This warranty is original purchaser's sole remedy for product defects, and this warranty does not extend to any product, or damage to any product, caused by or attributable to abuse or misuse, products used for commercial or rental purposes, use modification of, or attachments to the product, and products or parts not used, maintained, or installed in accordance with the Company's installation, maintenance and/or applicable guidelines. The warranty extended hereunder is in lieu of any and all other warranties, express or implied, including without limitation any implied warranty of merchantability or of fitness for a particular purpose. The Company will not be responsible for indirect, special, incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights which may vary from state to state. Call or email the Company for the procedure to follow when making warranty claims. Be prepared to explain the defect, provide your name, address, phone number, model number and purchase receipt information (date of purchase and retailer). If you require assistance with assembly or parts, visit www.studiodesigns.com or call 866-942-0492.

We appreciate your feedback and invite you to visit www.studiodesigns.com/crc to complete our Customer Response Card.

GARANTÍA LIMITADA

Studio Designs (la "Empresa") garantiza al comprador original que este producto estará libre de defectos tanto de fabricación como en los materiales utilizados bajo el uso, servicio y condiciones normales residenciales, tal como se describe a continuación. La Empresa reparará o reemplazará, como una opción, sin cargo alguno únicamente al comprador original, el producto o las partes defectuosas por un período de diez (10) años (o (treinta (30) días si son productos de saldo y con descuento) desde la fecha de compra y mientras éste siga siendo propiedad del comprador original. Esta garantía será efectiva para el período de tiempo pertinente a partir de la fecha de compra que se muestra en el recibo de venta original. Las partes de reemplazo únicamente podrán ser proporcionadas si éstas se encuentran disponibles. Los artículos que estén descontinuados podrían no estar disponibles. La obligación de la Empresa bajo esta garantía se limita a la reparación o el reemplazo de los productos o las partes como se describe en ésta. Este producto ha sido diseñado para, y con el propósito de que sea para uso residencial únicamente. Esta garantía es el recurso exclusivo respecto a productos defectuosos para el comprador, y esta garantía no se extiende a cualquier otro producto, o los daños a cualquier otro producto, causados por, o atribuibles al abuso o mal uso, productos utilizados para propósitos comerciales o de arrendamiento, modificación en el uso de, o anexos al producto, y productos o partes que no sean usadas, mantenidas en buenas condiciones, o instaladas de acuerdo con las directrices de instalación y mantenimiento de la Empresa, y/o otras directrices pertinentes. Conforme a la presente extensión de esta garantía, en vez de cualquier y todas las otras garantías, expresas o implícitas, incluyendo sin limitación cualquier garantía tácita de comercialidad o capacidad para un propósito particular. La Empresa no será responsable de los daños indirectos, especiales, incidentales o consecuentes. En algunos estados no se permite la exclusión o limitación de daños incidentales o consecuentes, por lo que las limitaciones o exclusiones anteriores podrían no ser aplicables para usted. Esta garantía le ofrece derechos legales específicos. Usted también podría tener otros derechos, los cuales podrían variar en cada estado. Lame o envíe un correo electrónico a la Empresa para el procedimiento que usted debe seguir al hacer reclamaciones de garantía. Esté preparado para explicar el defecto, proporcione su nombre, dirección, número de teléfono, número de modelo e información en su recibo de compra (fecha y lugar de compra). Si necesita ayuda para ensamblar o con las piezas, visite www.studiodesigns.com o llame al 866-942-0492.

Agradecemos sus comentarios y le invitamos a visitar www.studiodesigns.com/crc para llenar nuestro formulario.

GARANTIE LIMITÉE

Studio Designs (la « Compagnie ») garantit à l'acheteur original que ce produit sera exempt de tout défaut de fabrication et matériel s'il est utilisé à la maison et dans des conditions d'exploitation normales, tel que décrit à la présente. La Compagnie réparera ou remplacera, à sa discrétion et sans frais pour l'acheteur original seulement, le produit défectueux ou les plèces défectueuses pour une période de dix (10) ans (ou trente (30) jours sur des produits liquidés ou offerts à prix réduits), à compter de la date d'achat et pendant que l'acheteur original est propriétaire du produit. Cette garantie sera en vigueur pour la période de temps applicable à compter de la date d'achat, comme l'illustre le reçu de vente original. Les pièces de rechange ne pourront être fournies uniquement si elles sont disponibles. Les articles hors de production ne seront peut-être pas disponibles. En vertu de cette garantie, l'obligation de la Compagnie se limite à réparer ou à remplacer les produits ou les pièces, comme le stipulent les présentes, Ce produit a été concu pour un usage résidentiel et a pour but d'être utilisé uniquement ainsi. Cette garantie est le seul recours de l'acheteur original lorsque le produit est défectueux, et cette garantie ne s'applique pas à tout produit ou dommages à tout produit, causés par ou attribuables à un usage abusif ou à un mésusage ou si les produits sont utilisés à des fins commerciales ou de location, si l'utilisation du produit est modifiée ou si les accessoires et les produits ou pièces du produit ne sont pas utilisés, entretenus ou installés conformément aux directives d'installation, d'entretien et/ou applicables. La garantie fournie à la présente remplace toutes autres garanties expresses ou implicites, y compris sans toutefois s'y limiter toute garantie implicite de commercialité ou de qualité pour un usage particulier. La Compagnie n'est pas responsable des dommages indirects, spéciaux, imprévus ou consécutifs. Certains états ou provinces interdisent l'exclusion ou la restriction des dommages imprévus ou consécutifs; ainsi, les limites ci-dessus ou les exclusions ne s'appliquent peut-être pas. Cette garantie vous donne des droits spécifiques. Vous pourriez avoir d'autres droits qui peuvent varier d'un état à l'autre ou d'une province à l'autre. Appelez ou envoyez un courriel à la Compagnie pour la procédure que vous devez suivre lors de la réclamation de garantie. Préparez-vous à expliquer la défectuosité, et donnez vos nom, adresse, et numéro de téléphone, numéro de modèle et votre facture d'achat (date et lieu d'achat). Si vous avez besoin d'aide pour l'assemblage ou des pièces, visitez www.studiodesigns.com ou composez le 866-942-0492.

Nous apprécions vos commentaires et nous vous invitons à visiter www.studiodesigns.com/crc pour remplir notre formulaire.



TOT MATE WARRANTY

TOT MATE® furniture is warranted for a period of five (5) years from date of delivery to the original purchaser. Products are warranted to be manufactured free from defects in material and workmanship, absent any misuse or damage.

TOT MATE® shall promptly, at their option, repair or resupply a like quantity of non-defective product. Claims shall be verified in writing within 30 days of the date the defect is discovered.

TOT MATE[®] By Stevens Industries, Inc. 704 West Main Teutopolis, IL 62467 P: 800.350.3270

3021.3/16

Claims to be made through Dealer where product was purchased.



Warranty:

United Visual Products warrants to the purchaser for the period of 1 year after purchase that our product will be free from defects in workmanship and material under normal use and service. United Visuals obligation under this warranty is limited to the repair or replacement of the purchased product at the sole discretion of United Visual Products.

This warranty is in lieu of all other warranties, either implied or stated. Representations or promises inconsistent with or in addition to this warranty are unauthorized and are unbinding with United Visual Products. Changes or additions to this warranty must be in writing and signed by an officer of United Visual Products. In no event shall United Visual Products be liable for any special, incidental or CONSEQUENTIAL damages or expenses where foreseeable or unforeseeable.

Warranty shall be void if the product has been misused, improperly installed, damaged by negligence or accident or altered from original design. Warranty does not cover damage due to shipment, whether damage is obvious or concealed. It is the responsibility of the customer to negotiate with the shipping firm to recoup value of the damaged product.

GENERAL INFORMATION

VIRCO WARRANTY

Virco will repair or replace, at its option, any Virco furniture or equipment product which proves to be defective in original material or workmanship that may become evident within the first 10 years of the date of purchase and 5 years from the date of purchase for casters, glides, pneumatic cylinders and torsion bars. This is your sole and exclusive remedy. This warranty covers products manufactured after January 1, 2017, as long as product is owned by original purchaser, and is subject to the following limitations:

Limitations:

From the date of purchase, Virco's warranty covers the items below as follows:

10 Years

Laminates, seating controls, all seating, desk, table and storage products unless otherwise indicated in this warranty.

5 Years

Glides, casters, pneumatic cylinders and torsion bars on mobile folding tables.

1 Year

Chairs with custom logos applied to their upholstered seats and/or backs.

Exclusions:

This warranty excludes:

- Apparent defects caused by abusive or abnormal use of the product.
- Products not assembled, installed or used in compliance with Virco's product instructions or warnings.
- Failures resulting from inadequate inspection and maintenance.
- The effects of normal usage over time.
- Any damage caused during shipment (see the current Virco price list's "Steps to Take When Receiving Shipments" for more information).
- Product modifications not approved by Virco.
- Vinyl and fabric upholstery material, except as may be offered by the mill source.
- Rust caused by natural elements or high exposure to moisture
- Products used for rental purposes.

Natural Materials, Color Variations & Customer's Own Materials

Leather, wood and other natural materials may have intrinsic grains or patterns that are distinguishing features and not regarded as defects. Virco cannot warrant the matching of grains, patterns, textures, colors, or the color-fastness of such materials. In addition, Virco does not warrant Customer's Own Materials (COM) that are chosen and used in a Virco product at a customer's request.

THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE, INCLUDING BUT NOT LIMITED TO BUSINESS LOSSES, PERSONAL PROPERTY DAMAGE, AND THIRD PARTY LIABILITIES ARE HEREBY EXPRESSLY EXCLUDED.

To obtain service under this warranty:

Please contact your local Virco Sales Representative or Customer Service at 800.448.4726.

Care & Use Instructions Notice:

To prevent structural failures and possible injury, furniture should not be used other than for its intended purpose and should be inspected regularly for loose or missing screws or rivets, metal fatigue, cracks, broken welds, missing attachments, loose staples and general instability. Furniture that is damaged or appears to be unstable should immediately be removed from service, reported to the facility manager and replaced or repaired. Repairs should only be made using factory-authorized parts and methods. For information on furniture maintenance, or to report furniture which requires service, call Virco toll-free at 800.448.4726. Furniture should be wiped down with mild soap and water as needed.



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