

Between Troxell Communications, Inc. and  
(Vendor or Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

### ASSISTIVE TECHNOLOGY EQUIPMENT

#01032714

## General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract 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.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing. (Or for commodity category appropriate for refurbished equipment, products may be "refurbished" but must be clearly represented as refurbished.)

### Vendor 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.)

### Contracts

RFP/CONTRACT #01032714 – ASSISTIVE TECHNOLOGY EQUIPMENT

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

#### **Tax exempt status**

A taxable item sold, leased, or rented to, or 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 contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

#### **Disclosures**

- 1.1 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 contract.
- 1.2 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 participants in the TIPS program.
- 1.3 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 contract.

#### **Renewal of Contracts**

All contracts are for a period of one (1) year with an option for renewal for 2 consecutive years before this category is subject to public bid. (Except the Commodity Category of Trades, Temporary Labor and Materials will be a 12 month contract with No Option for Renewal. Trades, Temporary Labor and Materials will go to public bid every 12 months.)

#### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

#### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant 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 and the TIPS participant.

#### **Payments**

The TIPS members will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.



## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that are the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a bi-monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS will email a Bi-Monthly Submission Report to each vendor on November, January, March, May, July and September. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

## Indemnity

**1.1 Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its 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 contract, 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, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.

**1.2 Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its 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 contract, 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. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

## Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

## Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for commodity categories when deemed in the best interest of the membership. Bidders scoring 80 % or above will be considered for an award. Commodity categories are established at the discretion of TIPS.

### **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**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

### **Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

### **Member Purchasing Procedures**

- Purchase orders are issued by participating member to the awarded vendor indicating on the PO "Per TIPS Contract". Copy of the PO is faxed to TIPS at (866) 839-8472.
- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales bi-monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Contract**

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the



Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **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 contract. TIPS reserves the right to stop work and/or cancel contract 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 contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

### **Site Requirements (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 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 Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until 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 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 contract 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 participating entity clearly stating **"Per TIPS Contract"**. The shipment tracking number or pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS contract 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 contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such 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 contract 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 Contract. 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 one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to 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.

## **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.

## **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the 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 member and added to the purchase order.

## **Scope of Services**





## Vendor Profile

**1.1. Minority/Women Business Enterprise** (Required by some participating governmental entities)

☐ Yes ☒ No

(If yes, vendor must provide certificate in Vendor Profile Section of proposal)

### 1.2. Certification of Residency (Required by the State of Texas)

☐ Yes ☒ No

Vendor's principal place of business is in the city of Phoenix State of Arizona

### 1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached on separate sheet.

### 1.4. Pricing Information

- ☒
- Yes
- ☐
- No

If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.

- ☒
- Yes
- ☐
- No

- ☒
- Yes
- ☐
- No

- ☒ \* Yes ☐ No

please contact Dave Johnson for quote

**Prices are guaranteed for:** (Standard Time is "Term of Contract") Term selected will affect scoring.

☐ Month(s); or \_\_\_\_\_ ☐ Year(s); or \_\_\_\_\_ ☒ Term of Contract

**Vendor contact responsible for collecting sales information and paying the 2% due to TIPS.**

**Contact person:** Dave Johnson

**Email:** [dave.johnson@trox.com](mailto:dave.johnson@trox.com)

**Telephone:** 972-542-8560

### 1.5. Vendor Service

- \*subject to manufacturer availability

- 1.5.2. Which description best describes your company's position in the distribution channel?

- ☐
- Certified education/government reseller

- ☐ Manufacturer marketing thru reseller

- ☐
- Other \_\_\_\_\_

- 1.5.3. Company experience in this commodity/category. 30+ Years

☒ Yes ☐ No

If answer is no, please list which states can be served \*please note that additional freight charges may apply to Hawaii and/or Alaska

RFP/CONTRACT #01032714 – ASSISTIVE TECHNOLOGY EQUIPMENT



**Company and/or Product Description:** *(This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 2500 characters.*

Assistive Technology Equipment, Display, Audio, Visual, Audio Visual, AV, Interactive, Wireless, TVs, Televisions,

Monitors, Installation, Projectors, Mounts, Equipment, Supplies

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

**Dealer Name** not applicable **Tel** \_\_\_\_\_

**Address** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Primary Contact** \_\_\_\_\_ **Email** \_\_\_\_\_

**Dealer Name** \_\_\_\_\_ **Tel** \_\_\_\_\_

**Address** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Primary Contact** \_\_\_\_\_ **Email** \_\_\_\_\_

**Dealer Name** \_\_\_\_\_ **Tel** \_\_\_\_\_

**Address** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Primary Contact** \_\_\_\_\_ **Email** \_\_\_\_\_

**Dealer Name** \_\_\_\_\_ **Tel** \_\_\_\_\_

**Address** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Primary Contact** \_\_\_\_\_ **Email** \_\_\_\_\_

**RFP/CONTRACT #01032714 – ASSISTIVE TECHNOLOGY EQUIPMENT**





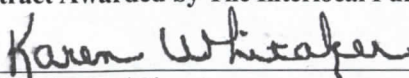
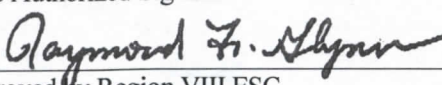
## SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company name	Troxell Communications, Inc.
Mailing Address	906 W McDermott Dr Ste 116 #294
City/State/Zip	Allen, TX 75013
Telephone No.	972-542-8560
Fax No.	972-542-8563
E-mail address	dave.johnson@trox.com
Authorized signature	
Printed name	Craig Schramm
Position with company	VP of Business Systems
Web site	<a href="http://www.trox.com/products.htm">http://www.trox.com/products.htm</a>

Unless otherwise stated, all contracts are for a period of 12 months with an option to renew annually (on the anniversary date of the award) for an additional consecutive two years if agreed to by TIPS and the awarded Vendor. Consideration of renewal will be based on vendor sales, contract promotion, member satisfaction and timely payment of 2%. If Vendor fails to report any sales for a consecutive 12 month period, TIPS has the right to terminate the awarded contract at the next renewal date. Vendors will continue to pay the Two Percent (2%) participation fee for any sales made prior to the termination of a contract even if paid by the member after the date of termination.

### Contract Awarded by The Interlocal Purchasing System:

	3-27-14
TIPS Authorized Signature	Date
	3-27-14
Approved by Region VIII ESC	Date

**Full Term of Contract March 27, 2014 through March 26, 2017**  
(If both renewals are granted in the two consecutive years following award.)

Sample TIPS Membership List

RFP/CONTRACT #01032714 – ASSISTIVE TECHNOLOGY EQUIPMENT



## References

### Mesquite ISD

Cris Hays, Purchasing  
800 E. Kearney  
Mesquite, TX 75149  
972-882-5545 Phone  
[mchays@mesquiteisd.org](mailto:mchays@mesquiteisd.org)  
[www.mesquiteisd.org](http://www.mesquiteisd.org)

### Gunter ISD

Shellie Neely, Technology Director  
1102 N 8<sup>th</sup> St  
Gunter, TX 75058  
903-433-1542 Phone  
[sneely@gunterisd.org](mailto:sneely@gunterisd.org)  
[www.gunterisd.org](http://www.gunterisd.org)

### Dallas ISD

John Blythe  
3700 Ross Ave  
Dallas, TX 75204  
972-925-4129 Phone  
[jblythe@dallasisd.org](mailto:jblythe@dallasisd.org)  
[www.dallasisd.org](http://www.dallasisd.org)

### Highland Park ISD

Mindy Woods, Campus Technology  
3555 Granada Dr  
Dallas, TX 75205  
214-780-3670 Phone  
[woodsm@hpsid.org](mailto:woodsm@hpsid.org)  
[www.hpsid.org](http://www.hpsid.org)

### Lancaster ISD

Phillip Brasher, Purchasing Director  
422 S Centre Ave  
Lancaster, TX 75146  
972-218-1412 Phone  
[philbrasher@lancasterisd.org](mailto:philbrasher@lancasterisd.org)  
[www.lancasterisd.org](http://www.lancasterisd.org)

### Dallas County Community College District

Dennis Cheatum, Technical Buyer  
4343 IH 30  
Mesquite, TX 75150  
[dcheatum@dcccd.edu](mailto:dcheatum@dcccd.edu)  
[www.dcccd.edu](http://www.dcccd.edu)

### Enid Public Schools

Warren Hempfling  
500 S Independence  
Enid, OK 73701  
580-366-7074  
[wjhempfling@enidk12.org](mailto:wjhempfling@enidk12.org)

### The University of Central Oklahoma

Denise Rodolf  
100 N University Dr ADM 109  
Edmond, OK 73034  
405-974-2490  
[drodolf@uco.edu](mailto:drodolf@uco.edu)





## **SERVICE, WARRANTY & REPAIRS**

Troxell Communications, Inc. has available for customers an 800 number to facilitate service and repair issues **(800-352-7912 Ext. 220)**. This service is for both "IN" and "OUT" of the warranty period specified by the individual manufacturer. Our customer Service department is staffed from 7:00 a.m. to 5:00 p.m. (Arizona Time) and the professionals in our Customer Service Department are well trained in facilitating repair, transportation, and warranty/service issues. This service is provided at NO CHARGE.

In addition to our Customer Service Department Troxell Communications, has a local sales office near you: Dave Johnson, Account Executive, [dave.johnson@trox.com](mailto:dave.johnson@trox.com)  
Phone: 800-578-8858, Ext. 6306 or 972-542-8560.

Your account executive has the authority to remedy-to whatever extent is necessary-any unusual situation that may be encountered in the normal course of business.

**Contact your Account Executive at 800-578-8858/800-589-5939 FAX.**

**For Warranty Service**-the end user, or individual, or department person responsible for such within the individual districts guidelines is asked to call our customer service number at 1-800-352-7912 ext. 220. We ask that the original Purchase Order number or Invoice number be provided at this time. Troxell Communications will make arrangement for either on site service or pick up and transport within the warranty guidelines of the individual product in question.

**Warranty Repairs**-Various manufacturers have different levels of initial failure policies and Troxell Communications will honor and implement those policies on behalf of you the customer, however, if a manufacturer does not have an initial failure policy, the following will be in effect through Troxell Communications.

If a product fails within 15 days of date of invoice, Troxell Communications will make arrangements for the product to be picked up on a call tag by the appropriate shipper to bring back to our facilities for repair. Once repaired Troxell Communications will return the product to the customer. If not repairable, a replacement will be issued.

If a product fails outside the manufacturer's warranty, Troxell Communications will provide the customer with the closest warranty repair center. For warranty repair of televisions, most manufacturers warranty centers provide on site service.

**Non Warranty Repairs**-If a product fails outside the manufacturer's warranty, Troxell Communications, will provide information for the closest manufacturer's warranty center. If preferred, the customer may send the product to Troxell Communications service center in Phoenix, AZ.

**Return Policy**-If product is shipped incorrectly or recommended inappropriately by Troxell Communications, we will have the product picked up by UPS or Freight. If the customer has ordered product incorrectly, the customer is responsible to have the product returned to Troxell Communications or to the vendor's location. Some products may be subject to a restocking charge.