

**Kenmore -Town of Tonawanda SD**

**NJPA – LEASE PURCHASE ORDER**

1500 Colvin Ave  
 Tonawanda, NY 14223  
 716 874-8400

NJPA Contract Number – 043012-NPI

To:  
 MailFinance Inc.  
 478 Wheelers Farms Road  
 Milford, CT 06461  
 800-881-6245

SHIP TO:

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		DS75I folder inserter with scanner		
1		OMS500 Standard software		
1		Satori software		
		48 month lease at \$1,265.76/month		1,265.76
		Billed Quarterly		

SUBTOTAL	
SALES TAX	N/A
SHIPPING & HANDLING	N/A
OTHER	
TOTAL	

- Order is governed under the terms and conditions of the NJPA Contract 043012-NPI Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:  
 MailFinance  
 25881 Network Place  
 Chicago, IL 60673-1258  
 Federal ID Number: 94-2984524
- Send all correspondence to:  
 Kenmore-Town of Tonawanda SD  
 1500 Colvin Blvd  
 Tonawanda, NY 14223

 \_\_\_\_\_  
 Authorized by Date

\_\_\_\_\_  
 Print Name and Title

## SERVICE AGREEMENT



**AGREEMENT made by and between LINEAGE herein called "the Company" and**

Customer name ("Customer") Kenmore-Town of Tonawanda SD	Customer bill to
Equipment address 1500 Colvin Ave	Bill to address, if different
City, State, Zip Tonawanda, NY 14223	City, State, Zip

**EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")**

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
DS75i						
CIS Scanner						

**Service Plans:** - All Plans are subject to the Terms and Conditions below. Date Service to Begin: Installation Original Lease Term \_\_\_\_\_

**Critical Care Service Plan - Contract Price:** \_\_\_\_\_ per month, billed annually plus TAX where applicable. - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

**Standard Care Service Plan - Contract Price:** \$213 per month, billed annually plus TAX where applicable. - With Standard Care many of the parts are included at no additional charge. Labor and travel are also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine.

**Notes:** Price locked in for term of lease

**The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:**

1. If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
2. This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first.
3. The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.
4. For computer-based systems, the Company's obligations hereunder shall not include backup and / or recovery of applications, programs or data. If service is required due to hardware and / or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.
5. Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.
6. If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50%) percent per each additional shift using the Machine.
7. If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.
8. Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. **THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.**
9. If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:
 

<b>AI Products</b> - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution. <b>Mailing Machines, Folders/Inserters, Electronic scales</b> - NO EXCLUSIONS <b>Letter Openers/Extractors</b> - Rubber rollers and belts limited to two per year <b>Barcode Scanners</b> - Cables, lenses <b>Printers</b> - Print heads	<b>Shredders/Bursters</b> - Blades, if rollers are not kept oiled which is a customer responsibility <b>Computer Systems</b> - Software, upgrades, application changes, (see paragraph 4 above) <b>Shipping Systems</b> - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes
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10. The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:
 

a) Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company; b) Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges; c) Repair of damage or increase in service time resulting from: 1) Accident, transportation, abuse, neglect, theft, fire or water damage, misuse or other than ordinary use; 2) Failure of electrical power, air conditioning or humidity control; and 3) Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel.	d) Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices; e) Such services which are impractical for Company's personnel to render because it alters the Machine and the connection by mechanical or electrical means to another Machine or device; f) Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company; g) Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed; h) Problems relating to or caused by hardware and/or software not supplied by Company; and i) Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specifications
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11. All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement.
12. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

**Authorization and Acceptance**

Customer Signature:	Date:	Employee Signature:
Print Name:	Title:	Print Name:

**Why Wait Program Agreement**

The Neopost Why Wait program entitles you to upgrade your Neopost equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current Term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number H13021289 through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- The replaced products must be returned to Us within thirty (30) days of the effective date of this agreement.

Company: Kenmore Town of Tonawanda School District

Signature: 

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company: MailFinance Inc.

Signature : \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_