



AIM
 11657 CENTRAL PWKY.
 SUITE 401
 JACKSONVILLE, FL 32225
 WWW.AIMHERE.net Fax (904) 745-0803

SALE AND SERVICE AGREEMENT

Bill to Customer: Nassau County Board of Commissioners	Install at: Nassau County Engineering Dept.
Address 76347 Veterans Way Ste. 1010	Address 96161 Nassau Place
City, State, Zip Yulee, Florida 32235	City, State, Zip Yulee, Florida 32097

SALE INFORMATION

Qty	Description	Price	Purchase Price
1	Oce' PW 340, 2 Roll, 36 Inch Copier, Printer, Color Scanner		
		SUBTOTAL	
		TAX	
		TOTAL	
Requested Delivery Date		Tax Exempt Status	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			X CERTIFICATE#

TRADE IN INFORMATION

Manufacture	Model	Serial #	Allowance
NA			

Service Information

Monthly Base Charge	Description	Sqft. ALLOWANCE PER MONTH	SQFT. ft charge	Term
\$65.00	FSMA	2000	.035	12 Months

Year one service contract at 50%

CUSTOMER ACCEPTANCE

AMERICAN IMAGING MACHINE ACCEPTANCE

Name (Please Print) Ted Selby	Name (Please Print) JD Loudermill
Signature <input checked="" type="checkbox"/> <i>Ted Selby</i>	Signature <input checked="" type="checkbox"/> <i>JD Loudermill</i>
Title County Manager	Title: Account Manager
Phone: 904-491-7380	Date <i>9/20/13</i>
Phone: (904) 745-0022 Ext 105	Date 9/3/13

HIT PRINT
 INTELLIGENTLY



Premier
 Partner



Printing for Professionals



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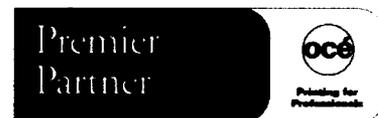
General Terms and Conditions Continued on next 3 pages

GENERAL TERMS AND CONDITIONS: The following terms apply to all sale and maintenance transactions.

1. **PRODUCTS:** "Products" refers to all equipment, software, and supplies ordered under this agreement.
2. **PAYMENT:** Payment is due within 45 days from receipt of invoice. Your payment includes all applicable taxes (unless you provide proof of your tax exempt status) including, but not limited to sales and use, rental, excise, tax receipts and occupational or privilege taxes. A 30% deposit may be required on all orders and a 2% late fee will be assessed on all payments that are sixty days after the date of the invoice. (a) Unless otherwise noted, all equipment ordered under this agreement is special ordered, if canceled before delivery a restocking fee will be charged. The restocking fee will be at the rate charged to AIM by the supplier +10% for administrative costs. (b) If equipment is financed, failure to qualify or accept financing does not absolve the obligation to pay for delivered equipment.
3. **BASIC SERVICES :** AIM will provide the following basic service under an express warranty or maintenance agreement.
 - A. **REPAIRS AND PARTS:** AIM will make adjustments and repairs necessary to keep the equipment in good working order. Parts required for repair may be new, reprocessed, or recovered. All replaced parts/materials will become AIM property at its option. Basic services shall cover all parts (including but not limited to drums, rollers, circuit boards, etc.) and labor at no additional cost to the listed prices on the front of the order agreement.
 - B. **HOURS AND EXCLUSIONS:** Unless otherwise stated, basic services will be provided during AIM's standard working hours (excluding AIM's recognized holidays). Basic services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship, and shall specifically exclude repairs or adjustments AIM determines to relate to the use of non AIM or manufacturer alterations, service, supplies, consumables or acts of God. This contract excludes any items that are classified as consumables, (i.e. toner developer and media.) Any additional exclusion to this contract must be noted on the face of the order agreement or addendum that is signed by both parties.
 - C. **INSTALLATION SITE AND METER READINGS:** The equipment installation site must at all time conform to the manufacturers published requirements. If applicable, you will provide accurate and timely meter readings in the manner prescribed by AIM. If you do not provide meter readings by the 3rd day of any month AIM may estimate the meter readings and reconcile at a latter day the actual meter reads once provided by you.
 - D. **OPTIONS AND ACCESSORIES:** If you operate options or accessories (including network servers required for equipment functionality) in association with the equipment, you agree to contract with AIM for equivalent, coterminous service on them (if available).
 - E. **USED EQUIPMENT:** AIM reserves the right to inspect any used equipment to be covered under this agreement to determine that said equipment is in acceptable operating condition and also to inspect the covers and other cosmetic components to insure that they are in good condition as of the effective date of this Agreement. In the event said Equipment requires repairs or complete refurbishing prior to acceptance of the contract, such work will be made at the hourly rates in effect at the time of the repairs and these charges (including all parts replaced) will be in addition to the rates of this Agreement.
 - F. **PC/WORKSTATION REQUIREMENTS:** In order to receive either Basic Services or Software Support for equipment requiring connection to a PC or workstation, you must utilize a PC or Workstation that either (1) has been provided by AIM or (2) meets the manufacturers published specifications.

GENERAL TERMS AND CONDITIONS (CONT)

Initials *JS* / Date 9/20/13





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4. LIMITATION OF LIABILITY AND ASSIGNMENTS: Neither party shall be liable to the other for any direct damages in excess of \$5,000 nor for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the sale or maintenance of the products (or any other aspect of this agreement), whether the claim alleges tortious conduct (including negligence) or any other legal theory. You may not assign any rights or obligations under this Agreement without AIM's prior written consent.

5. ENTIRE AGREEMENT AND ENFORCEMENT: This Agreement (including any addenda) constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes to this agreement must be made in writing and signed by both parties and accordingly, any terms on ordering documents shall be of no force or effect. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its cost and expenses, including reasonable attorney's fees.

6. ASSIGNMENT BY AIM: In the event that AIM assigns any of its obligations under this Agreement, it shall remain primarily responsible for their performance; any claim or defense you have relating to these obligations must be asserted against AIM and not its assignee.

SALE TERMS: The following additional terms apply to sale transactions:

7. TITLE AND RISK: For equipment purchased outright, the title will pass to you upon payment in full and the risk of loss will pass to you upon the installation date (except products designated as Customer installable for which risk of loss will pass upon shipment from a AIM owned facility and delivery is certified by an AIM authorized carrier).

8. WARRANTY: In place equipment is sold on a strict "AS IS, WHERE IS" basis, without any warranty. If an express warranty period for purchased equipment other than in place is specified in the applicable price list or elsewhere in this agreement, it will apply only to you and will commence upon the installation date. During express warranty period AIM will provide the basic services.

9. EQUIPMENT STATUS: Unless you are acquiring previously installed equipment, equipment will be either (a) "Newly Manufactured," which has been factory produced and contains new, reprocessed, and or recovered parts; (b) "Remanufactured," which is factory produced following disassembly to a Manufacturer predetermined standard and contains new, reprocessed, and or recovered parts; or (c) "Factory Produced New Models," which is a model no more than three years old that has been factory produced and newly serialized with additional features and or functions following disassembly to a Manufacturer predetermined standard and contains new, reprocessed, and or recovered parts.

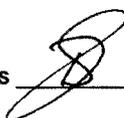
10. DELIVERY AND REMOVAL CHARGES: AIM will be responsible for all standard costs associated with on-site delivery or removal (while you will be responsible for any non-typical delivery or removal expense.)

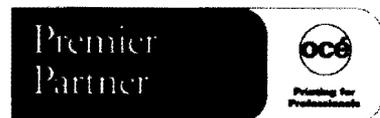
11. CREDIT HISTORY: As part of this transaction, AIM may investigate your credit history. Unless you have already paid in full, and even if Products have been delivered, AIM may, in addition to any of its other remedies, require immediate payment of the entire unpaid principal balance.

MAINTENANCE TERMS: The following additional terms apply only to maintenance transactions:

12. PRICING CHANGES FOR MULTI YEAR AGREEMENTS (XEROX EQUIPMENT ONLY): AIM may annually adjust the Monthly Base and Print Charges established under your multi-year maintenance agreement, each such increase not to exceed 10%. (For state and local customers, this adjustment, shall take place at the commencement of each of your annual contract cycles.)

GENERAL TERMS AND CONDITIONS (CONT)

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13. COMMENCEMENT AND TERMINATION : Maintenance agreements will commence at the end of any warranty period (unless supplies are included, in which case they will commence upon installation) and expire on the last day of the 12th, 24th, 36th, 48th, and 60th full calendar month thereafter, as applicable. This agreement may be terminated for convenience by either party with written notice of thirty (30) days.

14. RENEWAL: Each maintenance agreement may be renewed for successive terms of the same number of months as the initial term with a written notice prior to expiration of the then current term.

15. BILLING: Minimum monthly maintenance payments are billed in advance, with additional print charges billed in arrears. Meter readings are taken on the first of the month and if not received by the 3rd of the month AIM may at its discretion estimate the meter reading based upon the monthly average volume. Any overcharges or under charges will be adjusted upon the receipt of the actual meter readings.

SOFTWARE TERMS: The following additional terms apply only to transactions covering Software.

17. SOFTWARE LICENSE: The following terms apply to copy righted software and accompanying documentation, including but not limited to operating system software, included with or within the Equipment (Base Software) as well as software specifically set out as "Application Software" on the face of this agreement. This license does not apply to any diagnostic software or to any software and accompanying documentation made subject to a separate license agreement.

A. The license to all software is subject to the terms and condition of the manufacturer and shall remain their sole domain.

18. DIAGNOSTIC SOFTWARE: Software used to maintain the equipment and or diagnose its failures substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the equipment. The Diagnostic Software and method of entry or access to constitute valuable trade secrets of the manufacturer. Title to the Diagnostic software shall at all times remain solely with the manufacturer or the manufacturer's licensors. You agree that (1) your acquisition of the equipment does not grant you a license or the right to use the Diagnostic software in any manner and (2) that unless separately licensed by the manufacturer to do so, you will not use, reproduce, distribute, or disclose the diagnostic software (or allow third parties to do so) for any purpose. You agree at all times (including subsequent to the expiration of this agreement) to allow AIM or the manufacturer to monitor, or otherwise take steps to prevent the unauthorized use or reproduction of the Diagnostic software.

I have read and understood these terms and by my initials below agree to the terms for ordering this equipment.

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