

**SALES AGREEMENT**



Sales, Service & Supplies  
Cash Registers, Computers, Scales

RETAIL DATA SYSTEMS OF KANSAS CITY  
106 Greystone Avenue  
Kansas City, Kansas 66103  
Phone: 913-281-1333  
Fax: 913-281-1947

Date: Feb 28 2012  
Order No. 04152008  
Delivery Date: TBD

**CUSTOMER/BILLING ADDRESS**

**CUSTOMER/SHIPPING ADDRESS**

NAME	Overland Park Arboretum
ADDRESS	8909 West 179th St
CITY	Overland Park, KS
CONTACT	Tim Shipley
PHONE:	EMAIL: <a href="mailto:tim.shipley@opkansas.org">tim.shipley@opkansas.org</a>

Qty	Part #	Model and Description	Unit Price	TOTAL
		<b>ALOHA TOUCH SCREEN SYSTEM 3 TERMINAL SYSTEM</b>		
3		Terminal ALOHA System Software w/Credit Software	\$1,170.00	\$3,510.00
		Under cabinet cash drawer brackets	\$45.00	
3		Terminal Ground Guard UPS battery back up	\$349.00	\$1,047.00
3		* Flat Screen Touch Terminal 15" Black	\$1,995.00	\$5,985.00
3		Epson Thermal Receipt Printer - Black	\$495.00	\$1,485.00
3		Cash Drawer	\$250.00	\$750.00
3		2 Lines x 20 Character Pole Mounted Customer Displays	\$199.00	\$597.00
3		Pedestal Mounted Bar Code Readers	\$299.00	\$897.00
		Professional Services ie:Training/Programming/Installation		\$1,995.00
		<b>***Discount for City of Overland Park***</b>		-\$500.00
		1 year phone and software support for Arboretum		\$450.00
		Freight & Handling approximately \$225 billed after delivery		

**Note: Customer must provide proper A.C. Insulated/Isolated grounded electrical system.**

Sub Total	\$16,216.00
Sales Tax	exempt
Total	\$16,216.00
Terms: DUE ON DELIVERY	Nonrefundable down payment
Warranty 1 year hardware 1 year phone	Balance Due on Delivery \$16,216.00
Account Manager Chris Pinney	ALL WIRING IS THE RESPONSIBILITY OF THE CUSTOMER. FREIGHT & TAXES ADDITIONAL

**Customer acknowledges having read the terms and conditions included on the back or as an attachment with this Sales Agreement, understands all terms and conditions and agrees to be bound herein. BUYER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, AND UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN.**

**Customer Name(Print)** \_\_\_\_\_  
**Customer Signature** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## TERMS AND CONDITIONS

- 1. PRICE.** Hardware, software, and services, are sometimes collectively referred to as the "System" herein. Buyer agrees to pay the purchase price for the System on the Date of Physical Delivery unless otherwise stated herein. Buyer's deposit(s) shall apply against the purchase price of the System. All transportation, insurance, license fees, and other such charge shall be paid by Buyer. If no taxes are shown on this Agreement, Buyer remains responsible for any payment of pertinent state sales and/or use taxes. Any personal property taxes assessable on the System after delivery to the carrier shall be borne by the Buyer.
  - 2. TITLES AND SECURITY INTEREST.** Seller shall transfer titles to the System, and license rights to any Software, to Buyer upon delivery and at such time Seller shall have a purchase money security interest in the System, including all additions and replacements thereto and the proceeds thereof, to secure performance of all of such obligations of Buyer. Buyer agrees promptly upon demand to execute any financing statement, applications for registration and like documents to take any other action deemed necessary or desirable by Seller in order to perfect Seller's security interest hereunder. Buyer hereby appoints Seller as Buyer's attorney-in-fact to prepare, sign and file or record for buyer, in Buyer's name, any such documents. Buyer shall insure and keep the System in good order and repair until the purchase price has been paid in full and shall promptly pay all taxes and assessments upon the System or use of the System.
  - 3. RISK OF LOSS.** Risk of loss or damage to the System shall pass to Buyer upon delivery of the System to the carrier, or upon receipt of the goods at Buyer's location if not delivered by an independent carrier (regardless of whether the purchase price has been paid in full). Unless otherwise advised by Buyer, Seller may insure to full value the System shipped or declare full value thereof to the carrier at the time of delivery to the carrier and all such insurance costs shall be for Buyer's account. Confiscation or destruction of, or damage to, the System shall not in any way affect the liability of Buyer to pay the purchase price in full. Buyer shall inspect the System immediately upon delivery, and shall notify Seller immediately in writing of all defects in the System, including but not limited to defective materials, defective workmanship or that the System is not in good working order. Buyer shall immediately file claims with the carrier when there is evidence of shipping damage. Buyer's failure to so notify Seller or file claims with the carrier shall be conclusive evidence that no such defects or damages existed upon delivery.
  - 4. BUYER RESPONSIBILITIES AND ACCEPTANCE.** Buyer shall be responsible for timely site preparation including, but not limited to, the provision for adequate electrical power and sufficient number and type of electrical outlets, and sufficient workspace for Seller's personnel to perform installation services, if specified, and provide a suitable installation environment for the System. Buyer shall be responsible for hardware cabling except as specifically set forth herein to be provided by Seller. The System shall be deemed accepted by Buyer when the System has been physically delivered if Seller's installation services have not been specified. If Seller's installation services have been specified, the System shall be deemed accepted by Buyer when the System has been installed and made ready for use at the Buyer's site in accordance with the manufacturer's installation and operational specifications; and the Seller has tested to insure that all included hardware and software substantially meet the manufacturer's specifications or those contained in this Agreement.
  - 5. WARRANTIES AND LIMITATION OF LIABILITY.** SELLER WARRANTS THAT THE SYSTEM WILL BE IN GOOD WORKING ORDER, (TO MANUFACTURER'S PUBLISHED SPECIFICATIONS) ON THE DATE OF DELIVERY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Additional protection is available only pursuant to Seller's form of support plan agreement for hardware repair and/or software support of the system purchased from seller. In addition to any express warranties set forth herein, Buyer may be entitled to the benefit from certain limited warranties provided directly by the manufacturers of these products.
  - 6. LIMITATION OF LIABILITY.** Buyer agrees that the system has been selected by Buyer and is of a design, size, fitness and capacity selected by buyer and that Buyer is satisfied that the same is suitable and fit for Buyer's purpose. Buyer hereby waives any claim Buyer may have against Seller for any loss, damage, or expense of any kind whatsoever caused by the system or by any defect therein, the use or maintenance thereof, or any servicing or adjustment thereto, not expressly covered by the warranty contained in this agreement. Buyer further agrees that Seller will not be liable, regardless of the form of action, whether in contract or in tort including negligence, for any direct, indirect, incidental, consequential or special damages of any nature whatsoever including, but not limited to, damages arising from loss of use of the system, lost or corrupted data theft of data, lost profits, or for any claim or demand against the Buyer by any other party. Seller's liability under this agreement, including Seller's liability for failure after repeated efforts to install the system in good working order or repair or replace in accordance with the warranty in section 5, shall in no event exceed the purchase price of the system. All software is sold "as is" without any warranty express or implied. Buyer shall make any and all claims regarding software against the developer or licensor.
  - 7. SECURITY AND VIRUSES.** Buyer acknowledges that the security and protection of the System and data, including protections against unauthorized access, is solely and entirely Buyer's responsibility. Buyer must secure and maintain virus and spyware protection software, which may include, but is not limited to firewalls, passwords, physical security, access control policies, and the like. Support or services necessitated by computer viruses, or by any failure or breach of Buyer's security to Buyer's System or data, including, without limitation, damage caused by hackers or persons lacking authorized access, are not covered under this Agreement, and will be supplied only upon Buyer's request and on a reasonable efforts basis, on a time-and-materials basis. Buyer waives any claims hereunder against Seller, to the extent arising from Buyer's failure to have or maintain current virus or spyware protection. Buyer acknowledges that credit card providers, banks, and credit card processing companies implement and require specific policies in conjunction with their cards and services. Buyer shall be solely responsible for compliance with all policies, rules, regulations, and procedures required by the credit card companies, banks, and/or processors Buyer elects to accept or utilize.
  - 8. REMEDIES UPON DEFAULT.** Failure of Buyer to perform its obligations hereunder including, without limitation, payment, in full of the purchase price for the System, or the insolvency, filing of any voluntary or involuntary petition of bankruptcy, assignment for the benefit of creditors or dissolution, liquidation, or winding up of the business of Buyer shall constitute a default under this Agreement, and shall afford Seller all the remedies of a secured party under the Uniform Commercial Code of the State of Nebraska. Seller may, refuse to provide service or support to the System under any support plan agreement relating to the System in effect between Seller and Buyer at the time of Buyer's default. Default by Buyer in the performance of any of its obligations hereunder shall, at Seller's option, render the total purchase price and all other obligations at once due and payable.
  - 9. INABILITY TO PERFORM.** Seller shall not be required to perform Seller's obligations under this Agreement, or be liable for Seller's failure to perform or for delay in performance of Seller's obligations hereunder if such performance is prevented, hindered or delayed by reason of any cause beyond the reasonable control of Seller, including without limitation, any labor dispute, act of God, regulation or order of any government authority, or failure of a supplier to timely deliver any product.
  - 10. NON-SOLICITATION/NON-HIRER.** Buyer agrees not to solicit, hire or otherwise engage in any manner whatsoever, directly or indirectly, any of the Seller's employees from the date of this Agreement and for a period of two years thereafter. If the Buyer violates this provision, the Buyer shall pay the seller the sum of one year's current salary of each employee hired or engaged as liquidated damages and not as a penalty.
  - 11. ASSIGNMENT.** This Agreement is not assignable by Buyer without written permission from Seller and any attempt by Buyer to assign any rights, duties or obligations, which arise under this Agreement without such permission, shall be void. The System shall not be sold, leased, pledged or otherwise transferred or encumbered by Buyer until all Buyers' obligations hereunder have been satisfied.
  - 12. ENFORCEMENT COSTS.** Buyer agrees to pay to Seller any reasonable attorneys' fees and other costs and expenses incurred by Seller in connection with the enforcement of this Agreement. All past due obligations of Buyer shall bear interest at the rate of 1.833% per month or, if such rate be unlawful, at the highest lawful rate.
  - 13. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Nebraska applicable to contracts entered into and wholly to be performed within the State of \_\_\_\_\_.
  - 14. VALIDITY OF AGREEMENT.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - 15. MISCELLANEOUS.** This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Agreement. This Agreement may only be amended in writing, executed by an officer of Seller and an officer of Buyer.
- All notices required pursuant to this Agreement or the Uniform Commercial Code of Illinois shall be in writing and shall be deemed to be duly given only if personally delivered or mailed by certified mail, to the parties hereto at their addresses as shown herein or at such other address as shall be designated in writing. Notices shall be effective upon delivery or mailing.