



Quote

#195476

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108
(612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
www.tierney.com

11/17/2020

Bill To

Accounts Payable
Boone County Schools
8330 US Highway 42
Florence KY 41042

Ship To

Jehan Ghouse
Boone County Schools
8330 US Highway 42
Florence KY 41042

Memo:

Mini System nonPAL // 40 Rooms

Expires	Sales Rep	Contract	Terms
2/15/2021	661 John Nisbet		Net 30

Qty	Item	MFG	Price	Ext. Price
40	AE // Shirley Mann - Mini System NonPAL // 40 Rooms Equipment Only XD-8002 Sentinel System NonPAL w 4 CS-12s	Audio Enhancement	\$1,029.00	\$41,160.00
1,000	6300UE PER FT Belden 6300UE, Plenum 18/2 AWG Multi-Conductor - Commercial Audio Systems - 2 Conductor Cable	Belden	\$0.15	\$151.38
38	Integration Item CG40517 35FT PLENUM 3.5MM STEREO	C2G	\$20.39	\$774.82
37	Integration Item CG16010 Wiremold 2900 Bend Radius Compliant Flat Elbow - Ivory	Wiremold	\$2.87	\$106.19
20	Integration Item 16002 Wiremold® Uniduct 2900 Cover Clip Multipack (2 pack) - Ivory	Wiremold	\$4.00	\$80.00
37	Integration Item 16028 Wiremold® Uniduct 2900 Drop Ceiling Connector - Ivory	Wiremold	\$2.05	\$75.85
4	Integration Item 16034 6ft Wiremold® Uniduct 2900 Multipack (20 pack)	Wiremold	\$323.39	\$1,293.56

Subtotal \$43,641.80

Tax (0%) \$0.00

Shipping Cost \$985.00

Total \$44,626.80





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To accept this quotation, sign here : _____

If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service at 612-331-5500.

This document is subject to the terms and conditions found here: <https://www.tierney.com/sales-order-terms-conditions/>

Pricing Adjustments as it Relates to Tariffs: If/When international tariff changes impact any product(s) included in this quote, Tierney reserves the right to adjust or cancel this quote.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit. Returns require an authorization number and must be made within 30 days. Custom orders and "Consumables", such as projector lamps, may not be returned. Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty. Restocking fees varying depending on the product line, expect a minimum charge of 25%.



195476

TIERNEY BROTHERS, INC.

SALES ORDER TERMS AND CONDITIONS

1. **Entire Agreement.** These Terms and Conditions apply to the Sales Order (the "Order") and shall constitute the entire agreement (the "Agreement" or "Terms and Conditions") of Tierney Brothers, Inc. ("Seller") and Buyer with respect to the subject matter hereof. These Terms and Conditions are controlling and shall supersede any prior or contemporaneous agreements, understandings or representations, oral or written, relating to the subject matter hereof. These Terms and Conditions shall govern in the event of any conflict between these Terms and Conditions and any provision contained in any subsequent Sales Order or Purchase Order or otherwise, the terms of which, whether conflicting, supplemental or otherwise, are expressly rejected.

2. **Shipment, Title and Risk of Loss.** Unless otherwise agreed in writing, or pursuant to a Buy and Hold transaction, title and risk of loss pass from Seller to Buyer upon receipt of shipment from Seller. Seller is responsible for damage that occurs during shipment to the customer (FOB Destination), unless the customer has arranged the shipping contract with their own provider. If the buyer has arranged their own shipping method, the buyer would assume responsibility and ownership of the goods once the shipment is picked up at the Sellers location (FOB Origin). Unless otherwise agreed in writing, the method of shipment will be at Seller's discretion. Any delivery or shipment date is an estimate only.

3. **Payment.** For accounts where credit has been established, terms are net 30 days following the date of invoice. Amounts not paid in full within 30 days of date of invoice will be subject to a service charge of 1% per month on the unpaid balance to be included on each month's statement until paid in full. Payment options are EFT or check. Tierney uses progress billing and invoices for equipment and services independently. Equipment billing is upon shipment of the equipment and start of installation of the project. Labor and services billing will be based on labor incurred, generally at the completion of the project or based on completion percentage. All payment terms outside of the general terms and conditions must be negotiated and all parties must be in agreement prior to the start of any and all work.

4. **Taxes and Other Charges.** In addition to any price provided in this Agreement, Buyer shall be liable for any tax, fee or other charge imposed on Seller at any time upon the sale and/or shipment of the products sold hereunder, now imposed by federal, state, municipal or any other governmental authorities or hereafter becoming effective for or during the period hereof.

5. **Cancellation or Default by Buyer.** This Order may not be cancelled in whole or in part by Buyer except with Seller's written consent. If at any time, in Seller's opinion, Buyer's credit is impaired, or if Buyer shall fail to pay to Seller any amount when due, under this or any other agreement, or if at any time Buyer shall indicate an intention to refuse to perform its obligation hereunder, Seller may at its option terminate this

Agreement with respect to further shipments and all obligations of Buyer with respect to shipments previously made shall become immediately due and payable. In the event of such termination, Buyer shall remain liable to Seller for any and all loss or damage sustained due to Buyer's default. The Buyer's Liability, at the time of cancellation would be greater than or equal to 10% of the total of the order.

6. Customized Goods. In the event that the Order is for customized products or specially manufactured goods, or for products that Buyer customizes after receipt of the products, the *Tierney Brothers, Inc. Customized Product Sales Form* shall be completed, attached hereto, and incorporated into these Terms and Conditions.

7. Bill and Hold Transaction. In the event Buyer has requested that Seller bill and hold the products pursuant to the Order, the *Tierney Brothers, Inc. Bill and Hold Agreement* shall be completed, attached hereto, and incorporated into these Terms and Conditions.

8. Force Majeure. Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its reasonable control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on Seller's or its suppliers' products or marketing activities or any other cause or contingency beyond Seller's control.

9. Limitation on Warranty and Remedies. Seller warrants those products manufactured by it against defects caused solely by faulty assembly for 30 days after delivery. All other products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Tierney Brothers or the manufacturer. Buyer's exclusive remedy, if any, under these warranties is limited, at Tierney Brothers' election, to any one of (a) refund of Buyer's purchase price or (b) replacement of any such product. Buyer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF BUYER. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER. SELLER SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED REMEDY OR OTHERWISE, BE LIABLE TO BUYER OR OTHERWISE FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Software License. Title to any software installed with the products sold to Buyer remains with the applicable licensor(s). All software is subject to the applicable license agreement that is included with the products. Buyer agrees to be bound by the license agreement once the software is opened, the package is opened or its seal is broken. Warranty for any software shall be in accordance with the license agreement. Seller does not warrant any software under this Agreement.

11. Limitation of Actions. Products are deemed accepted by Buyer unless Buyer notifies Seller in writing within 10 days after receipt of products, if for quantity, or within 30 days after receipt of products, if for quality, loss of or damage to products, and the products must be held available at Buyer's place of business for Seller's inspection. Any action for breach of this Agreement, other than for non-payment, must be commenced within one year of the date of shipment, or due date of delivery in the event of non-delivery, of the particular shipment upon which such claim is based. No claim may in any event be made after products have in any way been used or processed by the Buyer. Buyer's remedies set forth herein are exclusive and the total liability of Seller for damages with respect to this Agreement, or anything done in connection therewith, shall be limited to the purchase price of the particular shipment with respect to which such damages are claimed.

12. Returns. Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit. Returns for non-defective items required an authorization number and must be made within 30 days. Custom orders and "consumables", such as projector lamps, may not be returned. Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty. Restocking fees vary depending on the product line, expect a minimum charge of 25%.

13. Indemnification. Buyer shall indemnify and hold Seller harmless from and against any and all claims, actions, suits, proceedings, costs, demands, damages and liabilities of any nature, relating to or in any way arising out of the delivery, rejection, installation, possession, use, operation, control or disposition of the products purchased by Buyer.

14. Governing Law. This Agreement shall be exclusively governed by and construed in accordance with the internal laws of the state of Minnesota.

15. Amendment. This Agreement shall not be amended except by a writing signed by an officer of the Seller and specifically stating that it is an amendment.

16. Venue. Any suit, action or proceeding with respect to this Agreement must be brought exclusively in the courts of the State of Minnesota or in United States courts located in the State of Minnesota, as either party may elect, and Buyer hereby submits to the jurisdiction of such courts for the purpose of any suit, action or proceeding. Buyer irrevocably waives any objections which it may now or hereinafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement in the courts located in the State of Minnesota and irrevocably waives any claim that any suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

17. Timeframe for Delivery of Professional Development Services (Training). Tierney shall deliver any professional development services to the buyer within 12 months after placement of sales order. Tierney shall no longer be liable to provide professional development services after 12 months. Tierney will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.

18. Pricing Adjustments as it Relates to Tariffs. If/When international tariff changes impact any product(s) included in this quote, Tierney reserves the right to adjust or cancel this quote.