



Kansas City Audio-Visual  
REMIT TO: PO Box 24570  
SHIP TO: 7535 Troost Ave.  
Kansas City, MO 64131-0570  
(800) 798-5228 | www.kcav.com

QUOTE  
36230

#### BILL TO

Ravenna Public Schools

41750 Carthage Rd

Ravenna, NE 68869

**Contact:** Dave Huryta

dave.huryta@ravennabluejays.org, (308) 452-3249

**Date:** 06-05-2023

**Expires:** 07-05-2023

#### JOB LOCATION

Ravenna Public Schools

41750 Carthage Rd

Ravenna, NE 68869

**Contact:** Dave Huryta

dave.huryta@ravennabluejays.org

**Sales Rep:** Dustin Frank

dfrank@kcav.com, (800) 798-5228 EXT 151

#### TITLE

Ravenna - NL-9-75-2-65+Carts - 6-5-23 - Rev B

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
TT-7521Q	Newline	750Q 4K LED Android 11.0 IFP w/ USB Type-C	9.00	\$2,641.18	\$23,770.62
TT-6521Q	Newline	650Q 4K LED Andorid 11.0 IFP w/USB Type-C	2.00	\$2,029.41	\$4,058.82
EPR8A70070-000	NewLine	iTeach® Spider Flat Panel Cart - Electric	2.00	\$1,410.59	\$2,821.18
EPR8A60060-000	Newline	TRULIFT Motorized Mobile Stand	2.00	\$1,763.53	\$3,527.06
SHIP-FREE	KCAV	Pricing includes shipping and handling	1.00	\$0.00	\$0.00

**Subtotal:** \$34,177.68

**Tax:** \$0.00

**TOTAL:** \$34,177.68

#### GENERAL TERMS

##### ORDER INSTRUCTIONS:

- Please be sure your purchase order reflects shipping/handling terms as indicated on this quote.
- Pricing is valid for 30 calendar days from date of this quote unless otherwise noted by the expiration date.
- To place your order, send this quote and purchase order to: orders@kcav.com. POs cannot be accepted on watermarked unauthorized quotes.

##### HIGHLIGHTS:

- Credit card payments will incur a 4% convenience fee in allowed states.
- Both hardware-only orders and installation projects over \$50,000 require a 50% deposit.
- A 25% restocking fee may be charged on returned items. Return shipping is the responsibility of the customer.

##### ALL SALES ARE SUBJECT TO KCAV TERMS & CONDITIONS:

These Terms & Conditions are by and between Kansas City Audio-Visual, Inc. (the "Company") and the undersigned Customer (the "Customer").

- GRANT OF SECURITY INTEREST:** By signing below, Customer acknowledges that this contract serves as a security agreement within the meaning of the Uniform Commercial Code (UCC), and Customer agrees that Company may file such UCC financing statements as are appropriate to perfect Company's security interest in the equipment.
- INSTALLATION:** Customer hereby grants to Company or its agent the right to install the equipment, to the extent such installation is specified above. Customer represents and warrants that all necessary governmental and third-party approvals for installation of the equipment have been obtained, unless otherwise specified. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, pandemics, strikes or other union bargaining, and all acts not directly attributable to Company, shall not in any way affect the obligations of Customer, and Company's obligations with respect to such installation shall be suspended during the event causing the delay. Company shall not be responsible for damages from any such delay.
- TAXES, FEES, AND PERMITS:** Customer agrees to pay Company all applicable Federal, State, and local taxes, excises, permits, and fees. All dollars in this Agreement are pre-tax, unless otherwise stipulated.
- SHIPPING:** All shipments of equipment are FOB Company's distribution facilities.
- RESPONSIBILITY:** Until balance is paid, Customer agrees to take proper care of the equipment on premises and to be responsible for any damage or loss by fire, theft, casualty, or any other cause whatsoever, and will not permit or suffer same to be removed from the place of its location at address of Customer, without written consent of Company or assigns.
- GENERAL:** This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and supersedes all prior conversations, agreements, representations and promises, whether verbal or written. No modification of this Agreement shall be valid, unless made in writing and properly signed by each party. The provisions of this Agreement are severable; if any clause or provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such clause or provision. Customer shall pay all attorneys' fees and other costs and charges incurred by Company in the collection of debt.
- INFRASTRUCTURE:** In the event that Company is installing equipment or systems that require connectivity to the Customer's network including, but not limited to, VOIP connectivity, internet access, wireless network access, firewall traversal, and/or port forwarding, Company may advise Customer as to the network requirements, but any responsibility for infrastructure on the part of Company stops at the installed equipment's network jack or wireless connection and configuration of the network settings on the device sold by Company. Company is not responsible for updating network settings in the event the Customer's



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network changes. If the Customer's network is not "Plug and Play," then any custom network settings must be supplied by Customer to Company before the start of installation.

8. **INSTALLATION AND SITE PREPARATION:** Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, Customer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for supervision of installation. Company agrees to coordinate with other trades to facilitate satisfactory work progress. If Company's work in progress is impeded by other trades and/or contractors (excluding Company's own subcontractors) or by scheduling delays due to Customer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result. Customer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the proposal. Company shall not be responsible for any high-voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Customer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement. Customer shall provide the Company with reasonable access to the installation site before delivery, based upon a mutually agreed upon project schedule, for purposes of determining site readiness for installation. Customer will designate an individual on Customer's staff to serve as a contact person for all site preparation and installation issues. Customer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises. Customer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required for the installation and/or use of the equipment and the premises where the equipment shall be situated.

9. **LIMITATIONS OF WARRANTY - PRODUCTS OF OTHERS:** Unless otherwise specified, no warranty is provided for "consumables," including batteries, lamps, glassware and evacuated devices. Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Customer as manufactured or supplied by others, shall be to pass on to Customer the applicable manufacturer's warranties, if any.

10. **CHOICE OF LAW AND SEVERABILITY:** This agreement shall be interpreted in accordance with and governed in all respects by the law of Missouri. Venue shall be Kansas City, Missouri. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.

11. **PROJECT/ORDER CANCELLATION:** Customer must notify Company via both orders@kcav.com and sales representative in writing to cancel a project or order. Upon receipt of the notice, Company will acknowledge in writing Customer's order cancellation and provide the official date of cancellation. Customer agrees to pay Company for any labor expended or scheduled up to the order cancellation date, including but not limited to engineer time, design time, labor and travel completed, shipping costs, and other expenses related to the order. Assuming the equipment can be returned to the vendor, Customer agrees to pay a 25% restocking fee in addition to any applicable shipping charges. If the vendor will no longer accept the return of the equipment, Customer agrees to be responsible for the full cost of the equipment. Custom items may be noncancellable and are not returnable.

12. **RESTOCKING FEES:** In the event Customer wishes to return any equipment, Customer agrees to pay restocking fees of 25% of the sale price in addition to any applicable shipping charges.

13. **CHANGE ORDERS:** Any changes of scope made to the design of the system or the contractual agreements in implementation or functionality will require a mutually agreed upon "Change Order" form signed by an authorized representative for the Customer.

14. **TARIFFS:** If any products included in the proposal are impacted by international tariff changes, the Company reserves the right to adjust or cancel the proposal.

15. **PROFESSIONAL DEVELOPMENT SERVICES:** Unless specified otherwise, any purchased training or professional development services must be conducted within 12 months of placement of the sales order, unless mutually agreed upon otherwise in writing. Company will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.

16. **DESIGN SERVICES:** All designs are the property of the Company. If Customer contracts with the Company to implement the design, the design shall become the property of Customer. If Customer wants to use the Company's design for an RFP, bid or any other purposes without implementation by the Company, the Company will advise Customer of the fee to purchase the design. Upon payment of the fee, the design becomes the property of Customer.

17. **CONFIDENTIALITY:** This Agreement and all drawings, specifications, and designs are the property of the Company. Proprietary information provided to Customer (or its agents) is for the sole purpose of demonstrating the Company's capabilities and shall be held in confidence. These materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of the Company. Any effort to do so will be considered a violation of copyright law.

18. **PARAGRAPH HEADINGS:** The paragraph headings contained herein are for the convenience of reference only and shall not be construed to affect the interpretation or construction of any substantive provision of this Agreement.

#### **PAYMENT TERMS:**

1. **DELAYS:** All orders are subject to the Company's ability to make delivery at the time specified, and the Company shall not be liable for damages for failure to make partial or complete delivery. The Company shall not be liable for delays in delivery caused by forces not reasonably within Company's control (including but not limited to delays or defaults by carriers, extreme cold weather, floods, fires, storms, or other acts of God, war or act of public enemy or civil disturbance, strikes, lock-outs, shortages of labor or raw materials and supplies, action of any governmental authority, or any other force majeure event). Customer shall be liable for any added expenses incurred by the Company because of, including but not limited to, Customer's delay furnishing requested information to the Company; delays resulting from order changes by Customer; delays related to Customer's network configuration or other systems issues; or conditions affecting installation duration, off-hours or continuous workdays of 8 am to 5 pm.

2. **EQUIPMENT AND MATERIALS PRICE INCREASE:** Company shall be entitled to additional compensation from Customer in the event there is a significant increase in price of any specific item of equipment or materials of seven percent (7%) or more between the date the Agreement is signed and the date that equipment and materials are purchased for the work to be performed on the project.

3. **DELIVERY COSTS & CLAIMS:** Customer agrees to pay for all shipping or transportation costs of the equipment as and if stated on Company's proposal and/or the invoice. Company shall not be liable to Customer for any damage to or loss of equipment in transit. Company's only recourse as to such damage or loss shall be with or against carrier, and all claims must be filed with the carrier. Upon delivery, Customer must inspect and verify that contents match the packing list and are without damage. If there are any discrepancies or damages, Customer must notify Company in writing within three (3) business days, or such claims shall be waived.

4. **HARDWARE-ONLY ORDERS:** Orders over \$50,000 consisting of hardware only require a 50% deposit.

5. **INSTALLATION PROJECTS:** In keeping with industry standards, payment terms for projects over \$50,000 that involve installation are as follows:

- 50% deposit in advance of start of project
- 40% invoiced following delivery of hardware
- 10% remaining invoiced following completion of project

6. **PAYMENT & PAST DUE ACCOUNTS:** All payments are due within thirty (30) days of the invoice date unless an advance deposit is required on Company's quote. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Customer agrees to reimburse Company for all attorneys' fees and court costs in connection with default of these payment terms by Customer.



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7. CREDIT & CREDIT CARD PURCHASES: Credit payment terms must have the prior approval of Company. Company reserves the right to stop delivery of equipment or provision of services if Customer's financial condition becomes impaired or unsatisfactory to the Company. Additionally, Company may require payment in advance or other security, and, in the absence thereof, may cancel, without liability, the unfilled portion of an order. Credit card purchases shall be subject to a four percent (4%) convenience fee where allowed.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN	
BUYER: <small>(Print Name)</small>	DATE:
SIGNATURE:	PO NO.:

If your purchasing or accounts payable departments require a purchase order for invoicing, please provide the PO number associated with acceptance of this quote and attach that PO with the signed quote. If signing this quote in lieu of a PO, please indicate what reference KCAV should use in the invoice PO field when invoicing. Please also verify that KCAV has correct shipping and billing address on file either by calling our office directly or by providing a PO at a later date with correct billing/shipping information.