

Price Quotation



VAROps IIS

Red8 LLC

611 Anton Blvd., Suite 700
Costa Mesa, CA 92626

varops@insightinvestments.com

Customer: Crowley Independent School District
512 Peach St
Crowley, TX 76036

Attn: Scott Campbell
Phone: (817) 832-4509
Email: scott.campbell@crowley.k12.tx.us

Quote Date: 9/19/2022

Quote Valid Until: 10/18/2022

App Num: APP36562

Quote Number: 1012076R8

Shipping Terms: Origin

Payment Terms: Net 30

Quote Version: 1

Support Term: Manufacturer's Warranty

Comments to Customer:

Item Number	Description	Qty	Unit Price	Ext. Price
LENOVO				
Hardware				
1	82J9000EUS Lenovo Chromebook 300e Gen3 11.6" Touchscreen Chromebook - HD - 1366x768 - AMD 3015Ce 1.20 GHz - 4GB RAM - 32GB Flash Memory - Chrome OS - AMD Radeon Graphics - IEEE 802.11ac Wireless LAN Standard	785	\$315.00	\$247,275.00

Grand Total: \$247,275.00

Price Quote to Schedule

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Product Terms and Conditions

This Price Quotation is subject to the Product Terms attached hereto.

This transaction is exclusive of applicable tax unless otherwise noted.

Please indicate your acceptance of the terms of this Price Quotation by either: (i) issuing a purchase order to Red8, or (ii) having an authorized representative sign in the space below. Such acceptance will evidence your commitment to purchase the Services identified above. Furthermore, by accepting this Price Quotation, you are agreeing to execute and return to Red8 all documentation necessary to complete this transaction within 7 days of receipt by you. Acceptance of this Price Quotation will be contingent upon final credit review and approval by Red8 management at our corporate offices in Costa Mesa, California.

This Price Quotation proprietary and confidential to Red8. You may not disclose or distribute this Price Quotation to third parties without the prior written consent of Red8.

Sincerely,

VAROps IIS

Agreed to and Accepted By: Crowley Independent School District

Ship To:

Signature: _____

Name: _____

Title: _____

Date: _____

PO #: _____

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PRICE QUOTATION SALES TERMS

1. **Sale:** Red8 agrees to sell and Customer agrees to purchase from Red8 the Equipment and Software listed on this Price Quotation. Customer will license the Software from the Software owner pursuant to the Software owner's standard licensing terms.
2. **Sales Price:** If payment as specified is not received by Red8 when due, Customer shall, to the extent permitted by law, pay on demand as a late charge, interest in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law, of all past due amounts.
3. **Transportation and Risk of Loss:** Delivery terms will be FCA Origin. Red8 shall deliver the Equipment in accordance with the written shipping instructions of Customer. Customer shall bear the risk of damage, loss and destruction from every cause once the Equipment has been tendered to the carrier at the point of shipment. Customer shall pay for all shipping, handling and transit insurance charges for the Equipment to the delivery location. Red8 will not insure the shipment unless requested by Customer.
4. **Inspection and Acceptance:** (a) **Equipment:** Customer shall inspect the Equipment upon delivery and shall notify Red8 of any shortage within 5 days of the delivery of the Equipment. Customer's failure to notify Red8 of any shortage within the specified time period will be deemed unconditional acceptance of the Equipment. Any claim by Customer for damage occurring during shipment will be made directly with the carrier, and will not relieve Customer of its duty to pay the sales price to Red8. No return of the Equipment to Red8 is permitted without the prior written consent of Red8. (b) **Software:** Customer's acceptance of the Software will be pursuant to the Software owner's standard licensing terms.
5. **Title:** Title to the Equipment will vest in Customer upon tender of the Equipment to the carrier.
6. **Taxes:** Customer shall assume all responsibility for taxes (payable at the time of sale or thereafter) related to the sale of the Equipment and the licensing of the Software (except taxes based on the gross or net income of Red8), or provide Red8 with a certificate of exemption within 5 business days from the date of this Price Quotation.
7. **Termination and Default:** The occurrence of any one or more of the following events of default constitutes a default under this Price Quotation: (i) the failure of Customer to pay any amounts when due if that failure continues for 10 days after written notice; or (ii) the failure of either party to perform any other material term or condition of this Price Quotation if that failure continues for 30 days after written notice. Upon the occurrence of any of the events of default, the non-defaulting party may terminate this Price Quotation. In addition to the right to terminate, the non-defaulting party will retain all remedies available to it at law or in equity.
8. **Force Majeure:** Red8 will not be liable for delays in delivery of the Equipment or Software for any cause beyond Red8's reasonable control. In the event of any delay in Red8's performance due in whole or in part to such causes, Red8 will have such additional time for performance as may be reasonably necessary under the circumstances.
9. **Warranties and Disclaimers:** (a) **Equipment:** Red8 warrants that it will be the owner of the Equipment when it is delivered, free and

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clear of any liens and encumbrances, with the full right to sell the Equipment to Customer. To the extent permitted by applicable law and agreements, Red8 hereby assigns to Customer any applicable manufacturer's warranty, if any. Customer, recognizing that Red8 is not the manufacturer of the Equipment, agrees that its purchase of the Equipment is on an "as is, where is" basis and expressly waives any claim against Red8 based upon any infringement or alleged infringement of any patent, copyright or trademark with respect to the Equipment. (b) Software: Red8 warrants that it is an authorized distributor of the Software. Red8's liability from any cause whatsoever arising out of or in connection with this Price Quotation will not in any event exceed in the aggregate the amount paid by Customer for the Equipment or Software giving rise to the claim, as applicable.

THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND OF ANY OTHER OBLIGATION ON THE PART OF RED8. CUSTOMER ACKNOWLEDGES THAT IT HAS MADE THE SELECTION OF THE EQUIPMENT AND SOFTWARE BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON STATEMENTS MADE BY RED8. IN NO EVENT WILL RED8 BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS, SAVINGS, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR LOST OR CORRUPTED DATA OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS PRICE QUOTATION.

10. Support: Manufacturer support applicable to the Equipment will be provided directly to Customer by the manufacturer pursuant to the manufacturer's support terms.

11. Use of Equipment and Software: Customer shall comply with the manufacturer or supplier specifications in connection with the Equipment and Software. Certain Equipment and Software may not be authorized by the manufacturer or supplier for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life or other serious property damage. If Customer uses the Equipment or Software in any such applications or fails to comply with all Equipment and Software specifications, Customer acknowledges and agrees that such use or non-compliance will be at Customer's sole risk.

12. Export Compliance: If Customer exports, imports or otherwise transfers the Equipment or Software, Customer shall comply with all applicable laws and regulations and will obtain any required authorizations and licenses.

13. Miscellaneous: This Price Quotation, will be governed by and construed in accordance with the laws of the State of California, but without regard to its conflict of laws provisions. ALL TRANSACTIONS UNDER THIS PRICE QUOTATION EXCLUDE THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. This Price Quotation constitutes the complete agreement between the parties and supersedes all prior or contemporaneous proposals, agreements or representations, written or oral, with respect to the subject matter hereof. No provision of this Price Quotation may be amended or modified, unless agreed to in writing by authorized representatives of both parties. The waiver by either party of any right, claim, default or breach of this Price Quotation will not constitute a waiver of any other or subsequent right, claim, default or breach. Those terms and conditions of this Price Quotation, which would, by their meaning or intent, survive the termination or expiration of this Price Quotation, will so survive. Terms and conditions on Customer's purchase order or other acknowledgment form, which are in addition to, or in conflict with this Price Quotation, will be of no force or effect.

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