



Phone: 262.781.7700 • Fax: 262.781.9900

Address	City	State	Zip
72 Park Avenue	Sheboygan	WI	53081

James Imaging to pick up Toshiba ES4555C - R1042.



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[illegible]

CLIENT SIGNATURE		DATE	Setup, Delivery, Installation and Training	
Client Printed Name			SUBTOTAL	\$10,367.67
			SALES TAX	
James Imaging Systems OFFICER APPROVAL		DATE	TOTAL	
			Less Deposit Received with Order	
Make Check Payable to JAMES IMAGING SYSTEMS			BALANCE DUE	

Rev. 4/23/2021

**TERMS AND CONDITIONS OF SALE REFERRED TO ON FACE OF ORDER AND EXPRESSLY
AGREED TO BETWEEN BUYER AND JAMES IMAGING SYSTEMS, INC**

1. Title to said property shall not pass to the purchaser until obligation is fully paid.
2. No transfer, renewal, extension or assignment of this contract or any interest there under, or loss, damage, injury, or destruction of said property shall release purchaser from his obligation hereunder, assignee of seller shall be entitled to all the rights of seller.
3. The property shall remain strictly personal property whether placed upon permanent foundation or in what manner affixed or attached to the building or structure in which it may be contained. Any affixing in any manner of the property to the building or structure shall be misuse in the meaning of Paragraph 6 below.
4. There are no warranties, express or implied, representations, promises or statements in connection with the sale of property hereunder except as may be set forth in manufacturer's current warranty applying to property covered by this contract.
5. Time is of the essence in this contract. Any installment or amount payable hereunder, if unpaid five (5) days after it becomes due, shall include interest there on at the highest lawful contract rate from the due date. In the event that any installment shall not have been paid within thirty (30) days after it becomes due and payable, the purchaser expressly acquiesces in the right of the holder of this contract to delegate a representative to endeavor in person to collect such unpaid installment and, in acknowledgment thereof, the purchaser hereby agrees to pay a further charge in a sum equal to five percent (5%) of such unpaid installment, but such charge shall neither be less than one dollar nor exceed five dollars in any event. The purchaser agrees, in the event this contract is placed in the hands of an attorney for collection, to pay fifteen percent (15%) of the amount due or such lesser sum as may be permitted by law, as attorney's fees.

6. If the purchaser defaults in any payment or compliance with the terms hereof, or a proceeding in bankruptcy, receivership, or insolvency, be instituted against the purchaser of his property, or the seller deems the above property in danger of misuse or confiscation, the seller shall have the right, at his or its election to declare the unpaid balance, together with any other amount for which the purchaser shall have become obligated hereunder, to be immediately due and payable, and the seller or any officer of the law may take immediate possession of said property from any possessor with or without demand or notice (possession after default being unlawful), including any accessories thereto, and for this purpose the seller may enter upon the premises where said property may be and remove same.

The seller may resell said property at public or private sale at any location, without demand for performance, with or without notice or advertisement, with or without such property at the place of sale, and upon such terms as the seller may determine: the seller may bid at any public sale. From the proceeds of any such sale, the seller shall deduct all expenses of retaking, repairing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to the purchaser, and in case of deficiency, the purchaser shall pay the same with interest at the highest lawful contract rate plus costs of collecting the deficiency. Such repossession shall not affect seller's rights, hereby confirmed, to retain all payments made prior thereto by the purchaser hereunder, nor shall failure to repossess be a waiver of the right to repossess.

The seller's acceptance, after the full amount may have immediately become due and payable as hereinbefore provided, of any installment or payment or part thereof shall not be deemed to alter or affect the purchaser's obligations and/or seller's rights hereunder with respect to any subsequent payments or default therein. Institution and prosecution of suit on default of purchaser shall not constitute a waiver of seller's other rights. Purchaser agrees that on seller's repossession there shall be no charges to seller for rent or storage of said property. Purchaser waives all rights on the repossession of said property by seller to retention by seller of said property for a specified time and to statements of indebtedness by seller.

7. If unit is not paid in full, the following applies: purchaser agrees not to sell any of the property covered by this contract without permission of seller. Any attempt at resale shall constitute misuse within the meaning of Paragraph 6 above. Purchaser further agrees neither to remove nor to allow to be removed the equipment from the county or from the state to which delivered, without consent of seller. Such removal shall constitute misuse within meaning of Paragraph 6 above.

8. All remedies of seller whether provided for in this contract or conferred by law are cumulative rights and not alternative and may be enforced successively or concurrently. All words used in this conditional sales contract shall be understood and construed to be as of such gender and number as circumstances may require. Any provision hereof found upon judicial interpretation or construction prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

9. This agreement, except as to the warranty referred to in Paragraph 4 and the address to be hereafter furnished for payment of installments, constitutes the entire contract and no waivers, additions or modifications-either in writing or by other means, shall be valid unless written upon or attached to this contract.

10. Purchaser authorizes seller or seller's assignee to prepare and file a financing statement covering the collateral described herein, together with proceeds and purchaser with at seller or seller's assignee's request, execute said financing state for filing.

11. The collateral will be kept at the address shown on the font of this order form, and such location will not be charged without prior written consent of Secured Party.

12. To secure payment and performance of Debtor's obligations in this Agreement, and all Debtor's future debts, obligations and liabilities of whatever nature to Secured Party or Secured Party's assignee ("Obligations"), Debtor grants to Secured Party a security interest in the goods described above and all accessions to, and spare and repair parts, special tools and equipment and replacements for, and proceeds of all or any part of the foregoing ("Collateral").

13. Each person signing this Agreement other than Secured Party, is a Debtor, and the obligations hereunder of all Debtors are joint and several. This Agreement benefits the Secured Party, its successors and assigns, and binds the Debtor(s) and their respective heirs, personal representatives, successors and assigns.

Rev. 5/3/2016

**BILL TO**

Address	City	State	Zip
72 Park Avenue	Sheboygan	WI	53081

Overage Billing Cycle: Monthly **x**

Flat rate CLR devices billed at Monthly

MAKE & MODEL (including accessories)	SERIAL #	Equipment ID#	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
Toshiba E-STUDIO4515AC								
PaperCut PCMF-Migrate-Tosh								
Service rate locked for 3 years								
After 3 years, annual service rate increase to be 5%								
TOTAL MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)					0	0	0.006900	0.052000

James Imaging Systems Accepted this date: _____ By: _____ Authorized Signature and Title	Customer Executed this date: _____ By: _____ Authorized Signature and Title
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MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. The initial term of this agreement shall be for a period of (1) one year unless otherwise specified. This agreement shall be renewed automatically, each year for a period of twelve (12) months unless written notice of your intention to decline this renewal is received by James Imaging Systems (JIS) at least 60 (sixty) days prior to the effective renewal date. JIS reserves the right to increase the service rate annually on the anniversary date of the contract unless otherwise specified on the front of this contract. This agreement is not assignable or transferable by client without JIS prior written consent. JIS may terminate this Agreement if equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. JIS reserves the right to adjust maintenance pricing, terminate this Agreement, and/or assign the service of any equipment which has been relocated outside its normal service area.

2. The pricing of this agreement is based upon the number of images and/or the term of this agreement. (8.5x11 & 8.5x14 size papers equals 1 image, 11x17 equals 2 images) In the event of early termination by the client, all remaining base charges shall become immediately due and owing. If this agreement is calculated on a cost-per-image maintenance program, the early termination fee will be calculated based on the average of the actual usage charges (aka "overage charges") from the beginning date of the agreement, multiplied by the remaining months of the Agreement. All flat rate devices include unlimited prints with print volumes reviewed and adjusted semi annually if warranted.

3. This agreement covers maintenance on the equipment only and does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at JIS standard time and materials rates.

4. The minimum maintenance rate, any billable excess images, and all applicable taxes on such charges or on services rendered, or parts supplied hereto, shall be due net ten (10) days from the date of the invoice.

5. All required preventive maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by JIS or its assigned servicing dealer during its regular business hours (8:00 a.m. – 4:30 p.m., Monday through Friday, except holidays) at no additional cost to client. JIS shall have full and free access to service equipment. All parts and supplies provided under this contract are on an exchange basis and may be new, used or refurbished. Title to all supplies remains with JIS until said supplies are consumed to the extent they may not be further utilized in the copy process. JIS will furnish supplies included on the reverse side of this agreement (unless otherwise specified, paper and staples are not included) in quantities and intervals as usage history dictates and determined by JIS. Requests for additional supplies not supported by usage records will be chargeable. Neither JIS nor an assigned servicing dealer shall be responsible for any delays in servicing the equipment due to delay in obtaining a necessary part or supply.

6. JIS assumes no liability for operator error or damage caused by client. Service calls for operator function (adding or changing supplies, auto gradation/color calibration, and exposure glass cleaning) will be subject to a time and material service charge at JIS then current rate. Additional chargeable services include but are not limited to:

a) Repairs resulting from causes other than normal use: customer's willful act; negligence or misuse; customer's use of supplies which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide proper operating environment; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes.

b) Subsequent repairs made when personnel other than those of JIS or its assigned servicing dealer perform service.

c) Repairs made necessary from relocation of equipment by anyone other than JIS or its assigned servicing dealer. JIS reserves the right to

d) Equipment moves and all network services deemed necessary by the move.

e) Work which customer requests to be performed outside regular business hours.

7. When in JIS sole discretion the equipment has reached its useful life expectancy, and cannot be maintained in good working order through JIS routine preventive maintenance service, or if work beyond the scope of this Agreement is required, JIS shall submit to client a cost estimate of such work. This cost will be in addition to charges payable under the contract. If client declines to authorize the same, dealer shall have the right to discontinue service under this agreement, refuse to renew this agreement at time of renewal or substitute same or similar machine.

8. Client agrees to provide current month copy count, as reasonably requested to JIS. In the event JIS does not receive the current copy counts, then the maintenance charges will be calculated using the average of the prior 3 (three) months maintenance charges.

9. James Imaging Systems, Inc reserves the right to withhold service and product if client fails to make any payment due under the terms and conditions of this Agreement. If client fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this agreement, client agrees that all payments due under said agreement shall be accelerated and client shall be liable for all payments due under the full term of this agreement that are unpaid or the established retail cost of all services completed by the dealer for the benefit of client. If client breaches any term or condition of this agreement, customer agrees to reimburse JIS for all attorney fees and costs JIS expends to enforce the terms and conditions of this agreement.

10. This agreement is not refundable. If the equipment covered by this agreement is traded in for different equipment from JIS. Any unused portion of the contract shall be pro-rated and applied toward the maintenance agreement of the new equipment.

11. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written. This agreement may only be amended in writing, signed by an authorized employee of the client and JIS.

Rev. 3/2/2021

This agreement outlines the scope of services provided by our *Field Service Technicians / Connectivity Specialists* in connecting office equipment acquired from James Imaging Systems to your computer or network.

Services include systems software and hardware installation, and technical support of acquired products. Support for document management software, scanning software, forms management applications, computers, servers and networks are not included in this agreement.

It is the responsibility of the Client to perform all necessary operating system and application updates to the computers and/or network servers prior to the actual installation. The Client is also responsible for performing system and data backups of all computers and servers involved in the installation. James Imaging Systems bears no responsibility for any damage done to, or for information lost from said computers, servers or other network hardware.

Services are provided during normal business hours, 8 am to 5 pm, Monday through Friday except on holidays. Services provided after hours, or on weekends or holidays, if available, will be billed at the standard overtime rates in effect at the time the service call is made.

Client Responsibilities:

- Provide proper power and phone line/network jack module (if applicable)
- Active network connection and cable located near the equipment
- Completion of the Pre-Installation Configuration Worksheet
- Network Administrator available for contact on the day of the installation
- Provide workstations which meet the minimum operating requirements of acquired systems
 - Workstations will be virus free and in good working order for the installation
 - Complete the Installation of all updates and service packs for the computers
- Back up all computer/server data

James Imaging Systems will:

- Consult with the Client's Network Administrator on system configuration and requirements
- Identify all product placement criteria and configure the systems to meet requirements
- Coordinate the ordering of the system components and software
- Confirm the installation requirements with the Client and establish a timetable for installation

Installation includes:**-For each System installed, James Imaging Systems will provide:**

- Coordinate the delivery of the system components
- **Provide installation support which includes:**
 - Installation and testing of the system components
 - Driver installation support and training(up to 6 workstations and 1 server)
 - Training of the Key Operator
 - Configuration of remote diagnostics and/or meter reading systems

Assistance required beyond the initial listed service will be subject to a professional service support charge: Professional Services Support: \$180.00/ hour

James Imaging Systems is not responsible for any charges incurred by client through outside vendor support.

Data Collection (DCA)

The Client agrees to allow James Imaging Systems to install data collection software for the purpose of automating the capture of device counts and other pertinent information used in managing the account including automated supply fulfillment. The information collected includes device serial number, IP address, meter, supply usage, notes, device location, and device alerts.

Covered Operating Systems and Applications

Server Operating Systems: All currently supported Microsoft Operating Systems and Unix/Linux

Workstation Operating Systems: All currently supported Microsoft Operating Systems and MAC

Other application support is provided on a billable, best effort basis. James Imaging Systems makes no representation of our ability to support best effort applications.

Confidentiality

All data and information of any nature made available by the Client to James Imaging Systems, by virtue of this agreement or the relationship created by this agreement, shall be held in strict confidence by James Imaging Systems.

Client Acceptance

By signing below, you verify to James Imaging Systems that you have received, read and accept all terms and conditions on this page and on this Agreement.

Client(Printed)

Signature

Title

Date

3375 Intertech Dr, Brookfield, WI 53045 • 1406 N 25th St, Sheboygan, WI 53081 • 4060 Spencer St, Appleton, WI 54914

Phone: 262.781.7700 • Fax: 262.781.9900

BILL TO

Company

Sheboygan Water Utility

Address

72 Park Avenue

City

Sheboygan

State

WI

Zip

53081

NetSmart Support Agreement

This **NetSmart Support Agreement** provides technical resources to assist with daily maintenance of network connected print or multifunctional devices. Often when new servers and workstations are installed or updates to antivirus protection take place, the print/scan features of your device may lose functionality. There are a variety of situations that will occur that can limit full functionality of equipment in a network environment. **NetSmart** is a supplemental agreement that entitles end users access to the James Imaging Systems network support Help Desk at no additional charge. James Imaging Systems Help Desk personnel are capable of diagnosing a problem, isolating a fault and fixing an issue through a remote connection or over the phone, all in an effort to limit potential down time. Necessary on site service calls can also be scheduled. **NetSmart** is a supplemental agreement offered to clients whose equipment is already covered by a James Imaging Systems maintenance agreement. Only serial numbers listed on this agreement will be covered.

Services covered under this agreement are related to loss of Print, Scan and network fax. - Example Services Covered

- | | |
|--|--|
| <ul style="list-style-type: none"> • Driver installation • Address Book changes • Due to print jobs stuck in queue • Wireless connection resetting | <ul style="list-style-type: none"> • Changes in IP addresses • Change in operating system • Change in computer name • Scan to folder / Scan to email |
|--|--|

NetSmart Support Agreement Package Details

With NetSmart Agreement

- Help Desk Support - INCLUDED
- Network Troubleshooting - INCLUDED
- Scanning Issues - INCLUDED
- Print Driver Updates - INCLUDED

Without NetSmart Agreement

- Help Desk Support - \$45.00 per 15 minutes
- Network Troubleshooting - \$180.00 per hour (min. 1/2 hr.)
- Scanning Issues - \$180.00 per hour (min. 1/2 hr.)
- Print Driver Updates - \$180.00 per hour (min. 1/2 hr.)

NetSmart Support Agreement Plan

Copiers	Total Devices Covered	Rate (Per Device)	Billed	Total Cost
1 to 3		\$9.95	Monthly	
4 to 6		\$8.95	Monthly	
7 to 10		\$7.95	Monthly	
11 to 25		\$6.95	Monthly	
26 +		\$5.95	Monthly	

Printers	Total Devices Covered	Rate (Per Device)	Billed	Total Cost
1 to 15		\$4.95	Monthly	
16 to 30		\$3.95	Monthly	
31 +		\$2.95	Monthly	
Grand Total				\$0.00

The functionality and configuration of print, scan and network faxing issues are beyond the scope of a standard James Imaging Systems equipment maintenance agreement. By declining this **NetSmart Support Agreement**, I understand that calls placed to our Call Center for service calls related to those functions or features described will be chargeable at our then current published time and material rates.

☐

I accept the NetSmart Support Agreement

☐

I decline the NetSmart Support Agreement

I acknowledge that by declining the NetSmart Support Agreement Package, charges for items listed above will be incurred.

James Imaging Systems Acknowledgment

Authorized Signature	Date
Print Name	Title

Customer Acknowledgment

Authorized Signature	Date
Print Name	Title

*I have read the contract terms on reverse side

(initial here)

Agreement Terms and Conditions

1. The service rendered under this contract is intended to support print, scan and network fax issues, and does not extend to cover the overall capabilities of your network. If the problem extends to your server or any other peripheral (workstations, routers, switches, hubs, etc.) then basic recommendations will be made by the staff at JIS / LTS, but repairs regarding these functions are excluded from this contract.

2. By entering into this agreement you agree to allow for remote access connection to initiate diagnostic repair services. You agree that JIS / LTS is not responsible for any data contained on your network or peripheral's and hereby discharge us from any damage that may occur from loss of data or use.

3. The initial term of this agreement shall be for a period of (1) one year unless otherwise specified. This agreement shall be renewed automatically, each year for a period of twelve (12) months unless written notice of your intention to decline this renewal is received by James Imaging Systems (JIS) at least 60 (sixty) days prior to the effective renewal date. JIS reserves the right to increase the service rate at the time of each renewal period.

4. A NetSmart agreement does not cover the installation of equipment when a Equipment Network agreement has been declined.

COVERED EQUIPMENT

[illegible]