

**ELB US Inc**

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Quotation

Quotation #: SVQ00108901**Date:** 27 Apr 22**Item #:** UNKNOWN**Service Call ID #:** 1089**Serial #:****Customer #:** ALV001**Reference #:****Bill To:****Alvord Unified School District**Attn: **Susan Kimura**

Alvord Unified School District

9 KPC Parkway

Corona CA 92879

USA

Qty	Item #	Description	Unit Price	Ext. Price
1	SERVICE	Service Call & Repair Charges	\$5,000.00	\$5,000.00

Note: Request for Quote for an annual maintenance contract for a not to exceed amount of 5k, for 2022/2023 school year.

Sub Total: \$5,000.00

TAX \$0.00

Total: \$5,000.00**PLEASE TICK YOUR RESPONSE**

- ☐ I accept this quotation and authorise ELB to proceed with the services on the Terms & Conditions stated herein
- ☐ I decline this quotation and request ELB to submit a quotation for a suitable replacement product
- ☐ I decline this quotation and request ELB to invoice the quotation assessment fee & freight charges for the return of this unit without repair
- ☐ I decline this quotation and authorise ELB to dispose of this unit in accordance with the "Disposal of Uncollected Goods Process" of the relevant State

Quote Approval required. Kindly Sign and return via Email to: sales@elbglobal.com

ACCEPTED FOR AND ON BEHALF OF CUSTOMER BY DUTY OF AUTHORISED OFFICER. QUOTATION IS VALID FOR 30 DAYS.

Signature: _____

Billing Address: _____

Name: _____

Title: _____

Date: ____ / ____ / ____

Purchase Order #: _____

TERM AND CONDITIONS

Customer Responsibilities

In connection with ELB's provision of the Services, the Customer will perform the following tasks ("Customer Responsibilities"):

The Customer will prepare the Site for the installation and/or service of the Equipment by ensuring that the Site is:

- i. A safe working environment for ELB personnel
- ii. Clean and dust-free to the reasonable satisfaction of ELB.
- iii. Provided with electricity, is secure and easily accessible. If required by ELB, accessible by ELB personnel outside normal business hours.

All non ELB supplied equipment and Site requirements to be provided by the Customer must conform to the specifications agreed between the Customer and ELB.

The Customer will obtain all approvals, whether from government, landlord or otherwise, required in order to allow ELB to service the Equipment at the Site.

The Customer shall be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the Customer Responsibilities and the Assumptions.

ELB shall not be liable for the loss of use of the product, inconvenience loss or any damages whether direct, incidental or consequential (including damage to accessories and recording media) resulting from the use or repair of this product and/or services.

Provision of Parking

The Customer is responsible for providing suitable on site parking at no charge for ELB service vehicles when on site maintenance is required. Should the Customer be unable to provide such parking the standard ELB parking fee will apply (available upon Customer's request) for the maintenance call out.

Fees

ELB will send an invoice (in the form of a tax invoice) in respect of the Fees to the Customer and the Customer will pay the Fees to ELB within 7 days of the agreed service completion.

Out-of-pocket expenses for accommodation and travel will be billed with the Fees at the actual amounts incurred where the customer installation site is more than 50 miles from an ELB office. Interest and administration charges of 2% per month or part thereof on outstanding monies may be levied if payment is not received within the payment term period. ELB is entitled to discontinue delivery of equipment and services if the customer has not paid the ELB invoice in full, on the due date.

ELB's delivery of the Equipment and Services, and the Fees charged are dependent on the Customer's timely and effective completion of the Customer Responsibilities.

ELB's Requirements

ELB reserves the right to submit a revised quotation if:

1. Additional parts/services are found to be required by ELB post quotation acceptance
2. The price and/or availability of parts/services change beyond ELB's control
3. Additional parts/services are required at the request of the customer

Acceptance Procedure

The Customer shall accept services, which conforms to the requirements of the Quotation. The quotation only covers those items listed. At the completion of the services as described, ELB will require the customer's final approval of the service. The Customer and ELB will sign the Service documentation accepting the completion of the services. ELB will then seek final payment in accordance with the terms and conditions.

Cancellation and Rescheduling of Orders

(1) Cancellation: Where any order is cancelled by the Customer on or less than seven (7) days prior to the scheduled shipment date, the Customer will still be charged the entire invoice cost of the quote as a cancellation fee. (2) Rescheduling: Orders may only be re-scheduled up to thirty (30) days from the scheduled shipment date. Any rescheduling occurring in less than thirty days prior to the scheduled shipment date will be subject to a rescheduling charge equal to 40% of the gross order value.

Authorised Returns

Customer shall not return any ELB Product for credit, exchange or otherwise without the prior written consent of ELB evidenced by ELB authorising and issuing to the Customer an ELB Return Authorisation.

Restocking Fee and Return of Products

Where a Customer returns a Product (not due to a defect) to ELB under the ELB Return Authorisation then a restocking fee will be charged. The restocking fee is based on the value of the Product returned. Where the Product returned was charged to the Customer (1) for less than \$1,000 the fee is \$80.00 plus the cost of any freight charges incurred by ELB or (2) for more than \$1,000 the fee will be 15% of the value charged plus the cost of any freight charges incurred by ELB. Any Products returned to ELB will only be accepted if the Product is in its original condition as originally shipped and returned as packed in its original packaging, including all accessories, cables and manuals. Where ELB determines, acting reasonably, that any Product returned requires rectification or repair or is not as originally shipped or as originally packaged, ELB is entitled to charge the Customer the cost of and any fee incurred to return that Product to its original condition. ELB also reserves the right at its discretion to charge the Customer for all courier charges or a pick up charge as incurred by ELB to collect the Product from the Customer if the Product is not returned by the Customer by freight.

Service Warranty

ELB Repairs are covered against faulty workmanship on the services conducted including parts replaced and labour work carried out for a period of ninety (90) days from the date of collection, installation or despatch. Should there be any problems once the unit has been returned from the Service Department, it is the customers responsibility to contact ELB Service on **1888 506 7275** and arrange for the return the item to the ELB Service Department within the service warranty period.

All warranties exclude parts and products damaged by acts of God, fire, water, liquid, accident, misuse, negligence, tampering, malicious damage, vermin infestation, misuse of peripheral equipment, customer interfaces, fluctuation or failure of electrical power outside the operating specification, use of improper power supplies, neglect to perform adequate reasonable recommended maintenance and cleaning, the use of unapproved cleaning products and/or cleaning methods, environmental specification of product storage or use being exceeded (example: temperature or humidity), wear, image retention (burn-in), prolonged use or other cause beyond normal usage of the equipment.