



Quotation # 641566-B

Please indicate above number with order.
 This quote is valid for a period of 30 days.

██████████
 6301 Benjamin Road
 Suite 101
 Tampa, FL 33634

To: ██████████
 Company: UNT Health Science Center (UNTHSC)
 Address: EAD 600D
 3500 Camp Bowie Blvd.
 Fort Worth, TX 76107
 USA

Date: 12/16/2019
 Phone: ██████████
 Fax: ██████████
 Email: ██████████

Purchase orders should be addressed to Audio Visual Innovations, Inc.

Item Number	Item Description	Qty	Unit Price	Extended Price
	<u>Tips Contract 170306</u>			
	<u>Support Service 11/19/2019 - 11/20/2020</u>			
VISAXISTVSMR	SOFTWARE MAINTENANCE RENEWAL FOR AXIS TV PROF SERVER 1YR	1	\$949.00	\$949.00
VISAXISTVSMR	LICENSE, 1 YEAR, SOFTWARE MAINT FOR AXIS TV MEETING MINDER	35	\$189.00	\$6,615.00
VISVXCSMMR	LICENSE, 1 YEAR, SOFTWARE MAINT FOR CONNECT ROOM SIGN	103	\$99.00	\$10,197.00
VISAXISTVTRPR	TRAINING SUBSCRIPTION (QUOTE REQUIRED)	1	\$999.00	\$999.00
SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS				
The shipping amount will be calculated at the time the order is placed. Equipment is sold F.O.B. origin. All shipping charges will be prepaid and added to the invoice. Buyer is responsible for paying all shipping charges.				
HSC Contract #2020-0400			Total	\$18,760.00

Please note that any taxes referenced on this quote are provided as an estimate only. Actual taxes due, including but not limited to taxes on freight, will be calculated and shown on the actual invoice. Any sales tax exemption or resale certificates should be provided to us upon the acceptance of our quote.

General Terms and Conditions

1. Applicability of Terms

These General Terms and Conditions (the "Terms and Conditions") are the only terms which govern the sale of the equipment and any related software ("Products") contained in the accompanying audiovisual solutions proposal or quote (the "Proposal") by Audio Visual Innovations, Inc. or Signal Perfection, Ltd. (as applicable, "Seller") to the buyer/customer identified in the Proposal ("Buyer").

The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between these General Terms and Conditions and a valid Customer Care Service Agreement applicable to the Products that are the subject of the Proposal, the Customer Care Service Agreement shall prevail. In the event of a conflict between these General Terms and Conditions and an addendum attached hereto, the addendum shall prevail. In the event of a conflict between these General Terms and Conditions and any of the other documents constituting the Agreement, these General Terms and Conditions shall prevail unless expressly provided otherwise herein. Notwithstanding anything herein to the contrary, if a master services agreement signed by both parties is in effect covering the sale of the Products that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they are inconsistent with these Terms and Conditions.

2. Acceptance of Terms

This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this section and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Proposal, issuance of order against the Proposal, payment for any of the Products contained in the Proposal, or receipt of the Products contained in the Proposal, whichever occurs first, shall constitute Buyer's acceptance of this Agreement. Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by Seller in enforcing any of the terms and conditions of this Agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of Seller hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and Seller shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse Seller its additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped to Seller, Seller will place the Products in storage and Seller will immediately invoice the Buyer 70% of the price, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Payment Terms

Unless otherwise agreed in writing by Buyer and Seller, the total Proposal price shall be billed as follows: 100% at time of order, payable net 30 from Buyer's receipt of invoice. Unless otherwise specified, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Seller shall not be liable for failures of or delays in manufacture or delivery resulting from any cause or causes beyond its reasonable control.

5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment whatsoever due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. In the event of Buyer's default, Seller may, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

6. Title, Risk of Loss

Title and risk of loss or damage to the Products shall pass to Buyer upon delivery, subject to the manufacturer's software license (if applicable) and a purchase money security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Buyer agrees to cooperate with Company in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest. Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation and Site Preparation

Except as expressly provided otherwise in this Agreement, Seller shall not be responsible for any installation or other services relating to the Products. Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

8a. Limited Warranty

Seller warrants that the Products will be free from defects in materials and workmanship for a period of ninety (90) days from delivery or, with respect to Products manufactured by a third party, such longer period of time (if any) provided by such manufacturer. Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

8b. Warranty Claims

In order to make a claim under the limited warranty provided herein, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

8c. Warranty Limitations and Disclaimers

Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

9. Buyer Responsibilities

Buyer shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with any of the above-stated conditions, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

10. Limitation of Liability and Exclusion of Damages

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND COMPANY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) GIVING RISE TO THE CLAIM. THE PRECEDING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

THE ABOVE LIMITATION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Taxes

Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exempt certificate approved by Seller. The Buyer understands and agrees that in order for purchases from Seller to qualify for an exemption from sales tax that Buyer may be required by law to pay Seller using a credit, debit or purchasing card that is issued to the exempt organization or government entity and that is payable from funds of the exempt organization or government entity and that is not a personal credit or debit card. Buyer agrees to comply with any and all such requirements and to provide documentation acceptable to Seller of Buyer's compliance with such requirements if so requested by Seller. Buyer agrees to indemnify and hold harmless Seller for any and all claims if Buyer uses a credit or debit card that does not satisfy the applicable requirements for exemption from sales tax.

12. Governing Law and Jurisdiction

This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing party, as determined by the court, shall be entitled to recover, from the non-prevailing party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS CONTRACT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

13. Force Majeure

Neither party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. Each of the parties shall promptly inform the other of any event of force majeure, and its expected duration and cessation. The party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

14. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of Seller's control, including but not limited to Buyer's termination of the order or any portion thereof for its convenience, Customer agrees to reimburse Seller for any and all third party restocking fees incurred by Seller that cannot be reasonably mitigated.

15. Miscellaneous

The Proposal shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Seller upon notice at any time prior to acceptance of an order.

In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees.

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Any attempted assignment or transfer in violation of this provision shall be null and void.

Seller may terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within ten (10) days after written notice thereof. Seller may also terminate this Agreement immediately for cause upon written notice in the event Buyer is declared insolvent or adjudged bankrupt by any court of competent jurisdiction or makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to date of termination, any third party restocking/cancellation fees incurred that cannot be reasonably mitigated, and any interest on any and all past due charges as set forth in this Agreement.

Upon any expiration or termination of the Agreement, in addition to any other provisions of this Agreement that states survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion, expiration or termination.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph

within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

VENDOR

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**



Date: 2/24/2020

Date: 2/24/2020

HSC Contract #2020-0400

The Interlocal Purchasing System

Purchasing Made Personal



Printed 29 April 2020

www.audiovisualaids.com



Audio Visual Aids Corp

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	2903 N. Flores Street	NAME Meredith Barton
CITY	San Antonio	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	78212	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS Yes

HUB Yes

SERVING STATES

TX

Overview

Audio Visual Aids is a leading supplier of educational technology equipment in the business and educational communities for over 63 years. We specialize in design of fully integrated custom solutions for your AV needs and offer turnkey installations in South and Central Texas.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
190703	Video and Audio Equipment, Presentation Systems, Production	09/30/2022	CFV
170306	Technology Solutions, Products and Services EXP 05262020	05/26/2020	No
171001	Audio Visual Equipment, Supplies and Services	12/18/2020	No

CONTACTS BY CONTRACTS

161101

Ron George	General Manager	(800) 422-1282	avacorp@audiovisualaids.com
Diane Blalock	Bid Specialist	(800) 422-1282	dblalock@audiovisualaids.com

170306

Ron George	General Manager	(800) 422-1282	avacorp@audiovisualaids.com
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171001

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190703

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