

PURCHASE ORDER FOR PURCHASE AND SALE OF GOODS

THIS PURCHASE ORDER FOR PURCHASE AND SALE OF GOODS (the "Purchase Order") is made this 16th day of April, 2003, by and between **Insight Public Sector, whose address is 105 West 5th Avenue, Tallahassee, FL 22303** ("Seller") and THE CITY OF NAPLES, a Florida municipal corporation, whose address is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Bid Schedule attached hereto and made a part of as Exhibit "A" subject to such terms as are set forth in the Description/Proposal and in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay the total amount of \$83,660.00 for 20 Panasonic Toughbook 28 laptop computers, in accordance with the terms of this Agreement.

3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.

4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the time when the goods are received by Buyer.

5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at City of Naples, 355 Riverside Circle, Naples, Florida 34102. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.

6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.

7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.

8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.

9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within five (5) business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail

the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within five (5) days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within thirty (30) days of the notice of rejection unless Buyer earlier notifies Seller to forego such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer:

City of Naples
Attention: Kevin J. Rambosk, City Manager
735 Eighth Street South
Naples, Florida 34102-3796

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller:

Insight Public Sector
105 West 5th Avenue
Tallahassee, FL 32303

Attention: Tom A. Grimes

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

15. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Order on the day first written above.

ATTEST:

"SELLER":

(Print Name: _____)

By: _____
Tom A. Grimes
Authorized Representative

(Print Name: _____)

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

By: _____
Kevin J. Rambosk, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Panasonic

home | customer support | how to

TOUGHBOOK MODELS | INDUSTRY APPLICATIONS | DESIGN FEATURES | SEARCH TOUGHBOOK

TOUGHBOOK

WARRANTY | REGISTRATION | DOWNLOAD CENTER | CONTACT US | HELP CENTER

SERVICE & SUPPORT
NEWS & EVENTS
COMPANY INFORMATION
PRODUCT REGISTRATION
ACCESSORIES
SITE MAP
HOME
PURCHASING TOUGHBOOKS

PRODUCT WARRANTY

- [Limited Warranty - Hardware](#)
- [Limited Warranty - Software](#)

Limited Warranty - Hardware

Panasonic Computer Solutions Company (referred to as "Panasonic") will repair this product (other than software, which is covered by a separate warranty) with new or rebuilt parts at no charge in the U.S.A. for three (3) years from the date of original purchase in the event of a defect in materials or workmanship.

This warranty includes the AC adapter but excludes the batteries and all other optional accessories which are covered for a period of one (1) year from the date of purchase. This warranty is extended solely to the original purchaser. A purchase receipt or other proof of original purchase will be required before warranty performance is rendered.

This warranty only covers failures due to defects in materials or workmanship which occur during normal use. It does not cover damage which occurs in shipment or failures which are caused by products not supplied by Panasonic, or failures which result from alteration, accident, misuse, introduction of liquid or other foreign matter into the unit, abuse, non-compliance with installation, maladjustment of consumer controls, improper maintenance, modification by anyone other than a Factory Service Center or authorized Panasonic Service Dealer, or damage that is attributable to acts of God.

Limits and Exclusions:

There are no other express warranties except as listed above. PANASONIC SHALL NOT BE LIABLE FOR LOSS OF DATA OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the limitations or exclusions may not apply to you.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If a problem with your product develops during or after the warranty period, you may contact our customer representatives at 1-800-LAPTOP5. If the problem is not handled to your satisfaction, please contact the Panasonic Consumer Affairs Division, 50 Meadowlands Parkway (2F-3), Secaucus, NJ 07094.



Limited Warranty - Software

Panasonic Computer Solutions Company (referred to as "Panasonic") warrants to you that the disk(s) or other media on which the Programs are furnished will be free from defects in material and workmanship under normal use for a period of sixty (60) days from the delivery thereof to you, as evidenced by your purchase receipt.

This is the only warranty Panasonic makes to you. Panasonic does not warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be uninterrupted or error free.

Panasonic's entire liability, and your exclusive remedy under this warranty shall be the replacement, in the United States, of any defective disk or other media which is returned to Panasonic's authorized Service Center, together with a copy of the purchase receipt, within the aforesaid warranty period.

Anything in the foregoing to the contrary notwithstanding, Panasonic shall have no liability for any defects in the disk(s) or other media on which the Programs are furnished resulting from your storage thereof, or for defects that have been caused by operation of the disk(s) or other media otherwise than on the Product or in the environment conditions other than those specified by Panasonic by alteration, accident, misuse, abuse, neglect, mishandling, misapplication, improper installation, maladjustment of consumer controls, improper maintenance, modification, or damage that is attributable to acts of God. In addition, Panasonic shall have no liability for any defects in the disk(s) or other media if you have modified, or attempted to modify, the Program.

DURATION OF IMPLIED WARRANTIES, IF ANY, IS LIMITED TO SIXTY (60) DAYS.

PANASONIC ASSUMES NO RISK OF AND SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR REVENUE, LOSS OF USE OF PROGRAMS OR PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF ANY PARTY DEALING WITH YOU FOR SUCH DAMAGE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state. This Limited Warranty will be governed by the laws of the State of New York, without regard to its conflict-of-laws rules.

To obtain service or technical assistance within the continental U.S.A. and Alaska, call 1-800-LAPTOP5 (1-800-527-8675).



Copyright ©2003 Matsushita Electric Corporation of America. All rights reserved.
*** See Online Privacy Statement ***

Panasonic PCs use genuine Microsoft® Windows® www.microsoft.com/piracy/howto