



Company Address 6600 North Military Trail  
Boca Raton, FL 33496  
US

Created Date 6/7/2021  
Expiration Date 6/11/2021  
Quotes/Self Service 00042441  
ID

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Bill To Name SOUTH TX EDUC TECHNOLOGIES Ship To Name SOUTH TX EDUC TECHNOLOGIES

Product	Manufacturer Part Number	Sales Price	Quantity	Total Price	Note
Dell Latitude 5520	Dell Latitude 5520	\$1,220.27	100.00	\$122,027.00	Includes Dell ProSupport Plus.

Subtotal \$122,027.00  
Total Price \$122,027.00  
Grand Total \$122,027.00

**\*Estimation only. Real tax calculated at time of order placement.**

Terms & Conditions

May 24, 2019

**DEFINITIONS**

"Office Depot" and "We" mean Office Depot, Inc., a Delaware corporation, including its subsidiaries, parent companies, or affiliates.

"Customer," "You," or "Your" means the party purchasing from Office Depot any goods or services through the Internet, telephone, fax, catalog, mail, or hand-delivery.

**PAYMENT TERMS**

Payment terms shall be net twenty (20) days from date of invoice or date of purchase if no invoice is provided.

**CREDIT TERMS**

Customer's credit limit shall be established by Office Depot. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders.

**DISCLAIMER OF WARRANTIES**

Office Depot disclaims any and all warranties to the fullest extent permitted by law, including any implied warranties, the warranty of fitness for a particular purpose, and the warranty of merchantability.

**LIMITATION OF LIABILITY**

Customer agrees that:

IN NO EVENT SHALL OFFICE DEPOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES (COLLECTIVELY "DAMAGES"), INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF OFFICE DEPOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF OFFICE DEPOT'S NEGLIGENT, FRAUDULENT, OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

**PRICING**

With respect to pricing, Office Depot's cost of goods is calculated without deduction or otherwise giving effect to program, purchase incentives, rebates and other benefits potentially provided to Office Depot, and may include an additional allocation for certain costs and expenses incurred by Office Depot in connection with such products. Office Depot reserves the right to impose margin-based pricing to ensure minimum profitability thresholds. Office Depot updates pricing and product and service assortments on a regular basis as a result of a variety of factors, including, but not limited to, market and competitive forces, and reserves the right to change Customer's pricing and product assortment at any time without notice. Manufacturer list prices are set by the manufacturer and are provided by either wholesale distributors or the manufacturer directly, as applicable. Promotion pricing, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings that is available on [www.officedepot.com](http://www.officedepot.com), is not available for orders placed on [www.business.officedepot.com](http://www.business.officedepot.com).

Office Depot shall have the right to withhold the sale and/or delivery of any products or services in its sole discretion, including, but not limited to, for reasons arising from industry constraints and/or market conditions. If tariffs or other similar charges are levied on products being purchased by You, then Office Depot may impose a surcharge or other fee for such products. Office Depot also reserves the right to substitute private-brand or other equivalent products as part of Your order.

For compliance with select California and Texas laws and for financial reporting purposes, all sales shipped to California and Texas customers are made by eDepot, LLC, a wholly-owned subsidiary of Office Depot, Inc. California sales are F.O.B. destination point. Texas sales tax is based on the location where the order was received.

**DELIVERY**

- Place a qualifying order of \$50 or more, and if you're in one of our many local delivery areas, your delivery will be FREE. Minimum purchase is calculated after discounts and before taxes are applied. Certain exceptions may apply.
- Most furniture and oversized items, special orders, custom printing orders, bulk items, cases of bottled water and other beverages, and certain technology items are excluded.
- Orders less than \$50 and orders outside Office Depot's local delivery areas will incur delivery fees as follows:

- o Order values of \$49.99 and Below: \$9.99 Delivery Fee
- o Order values of \$50.00 or more: FREE delivery
- Additional fees may apply for orders outside our local delivery areas, including areas outside of the continental United States.
- Delivery fees, if any, will be noted at checkout. Delivery fees are non-refundable if the order or part of the order is returned unless the product is damaged or defective. Delivery fees are subject to change without notice.
- Many items are available for next business-day delivery. We will notify you of your estimated delivery date when you place your order (subject to credit approval and product availability).
- Deliveries are made between 8 a.m. and 5 p.m., Monday through Friday. Residential deliveries are made until 7 p.m., Monday through Friday. Delivery times outside of the continental United States may vary based upon the delivery address.
- Call 1-888-263-3423 for delivery information to determine local delivery areas. Special orders not available in Alaska or Hawaii.
- If any delivery is prevented or delayed by any act or condition beyond our reasonable control, Office Depot shall give prompt notice to buyer of such condition and shall make all reasonable efforts to ensure delivery is made as soon thereafter as possible.
- Based on inventory location, items may arrive in more than one shipment and will be shown as separate charges on your credit card statement.
- Office Depot reserves the right to determine the delivery method used to fulfill your order.

## **DELIVERY (cont'd)**

- Expedited Delivery Service is available for certain technology items, and certain technology items may require additional time in transit. Free standard delivery for such technology items is 3-10 business days. Should You require faster service for these technology items, Next Business Day and Next Business Day AM delivery are available for an additional cost. Orders placed by 4:00 p.m. Eastern time on a business day will be delivered the next business day.
- For example, orders placed prior to 4:00 p.m. Eastern time on Monday will be delivered on Tuesday, while orders placed after 4:00 p.m. Eastern Time on Monday will be delivered on Wednesday.
- Orders placed on Friday after 4:00 p.m. Eastern time, Saturday or Sunday will be delivered on Tuesday. Business days do not include holidays.
- Expedited Delivery fees will be noted at checkout.
- Certain custom printing orders may require additional time in transit. Free standard delivery for such custom items is 7-9 business days. "Priority Shipping", delivered in 5-6 business days, and "Rush Shipping", delivered in 3-4 business days, are available for additional cost. Fees will be noted at checkout.
- Office Depot's delivery rates and policy are subject to change without notice.
- Any orders subject to customer workflow processes will be released for fulfillment if such orders are not canceled within ten (10) days of the initial placement date.
- Please call customer service or Your account representative for additional details.

## **FURNITURE DELIVERY RATES AND POLICIES (Excluding Special Orders)**

- Delivery Service on orders of furniture and oversized items is based on the product dimensions, weight and delivery zip code of the order.
- Most items are delivered to your door.
- For some orders, we provide Enhanced Delivery Service, which includes delivery by a 1 or 2-person team, placement in your office or residence and removal of packaging (upon request).
- Enhanced Delivery Service is not available in all areas, and you will be notified at checkout if your order qualifies for Enhanced Delivery Service.
- Most orders should be received within 7 business days of placing the order, but some orders may qualify for next business-day delivery. The anticipated delivery date will be noted on your order confirmation.
- If your order does not qualify for next business-day delivery, you will receive a call one (1) business day prior to the delivery date on your order confirmation advising you of your delivery window. At that time, you can request a new delivery date to fit your schedule, including Saturday.

## **FURNITURE DELIVERY FEES**

Due to location and shipping distances, delivery fees may vary and will be noted at checkout. Delivery fees are subject to change without notice.

## **FURNITURE ASSEMBLY**

- Office Depot offers assembly services for an additional fee upon request.
- This service can be arranged for all items requiring assembly by calling our assembly partners at 1-800-978-2669.
- This service is usually performed within 2-3 business days after the merchandise is delivered.

## **SPECIAL ORDER DELIVERY RATES AND POLICIES (Manufacturer Direct)**

- Certain Office Depot items will be shipped directly from carefully selected vendors and manufacturers.
- These special order (manufacturer direct) items are shipped via standard delivery and are delivered to a ground floor location in the manufacturer's shipping carton.
- Your delivery date and delivery fee will be calculated at checkout.
- Premium delivery is available for manufacturer direct furniture items for an additional fee. Premium delivery provides shipping directly from the manufacturer and includes full assembly and installation within 10 business days of placing the order (for local delivery areas) and within 21 business days (for remote locations). Contact the Furniture Help-Line at 800-999-9933 for details.
- Premium delivery service is also available for security and fire safe files for an additional fee and must be arranged at 888.2.OFFICE at the time of purchase. This service includes delivery, unpacking, setup and removal of debris. (Deliveries requiring multiple flights of stairs may require additional charges and should be noted when placing the order).
- The details of these deliveries are determined by the policies and practices of the associated vendors and manufacturers.

## **LARGE TECHNOLOGY ITEM**

### **Freight Delivery:**

- Standard Delivery Service is available for large technology items (greater than 70 lbs.). In most instances, there is no fee for Standard Delivery. These items are delivered by freight trucks that are approximately 56 inches above the ground. These trucks are designed to load and unload items at a loading dock. Most items require a fork-lift.
- Liftgate Delivery Service is available at an additional fee.
- What is liftgate service? A liftgate is a device used to lower items from the tractor trailer level to the ground. It is ideal for deliveries to residential areas or commercial areas that do not have a loading dock.
- How do I determine if I need liftgate delivery? If Your delivery location does not have a loading dock and/or a forklift to remove heavy items from the truck, You need a liftgate.
- If Your delivery location has a loading dock, but the items in Your shipment are too heavy for You to remove from the truck, and you do not have a forklift, You need a liftgate.
- If there is not a carrier terminal in your area and/or You cannot drive to the closest carrier terminal to pick up the freight from the carrier, You need a liftgate.
- If You need liftgate service, You should select the "Freight with Liftgate" option at checkout.



- Liftgate delivery fees are based on the carrier, delivery location and delivery service You request. Fees will be noted at checkout.
- If You do not select Freight Delivery at checkout but You require liftgate service, Your delivery may be delayed and additional charges will apply.

#### **REFUNDS AND EXCHANGES**

**Your complete satisfaction is our primary concern.**

At Office Depot, we want to be sure that every purchase is the right one for You. If You are dissatisfied with Your purchase for any reason, You may return most items in their original packaging within 30 days of purchase for a replacement or full refund.

#### **Exceptions:**

- Furniture, Computers and Business Machines with accessories in original packaging can be returned within 14 days after purchase for a full refund.
- Opened Computers, Business Machines and Software (with accessories and original packaging) can be exchanged for the same item within 14 days of purchase.
- Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER.

#### **DISCONTINUED PRODUCTS**

In the event an item that was initially offered is discontinued by Office Depot or its supplier, Office Depot will use commercially reasonable efforts to replace such discontinued with an alternative item that is available within Office Depot's stocked inventory. Items may be discontinued at any time, without notice to Customer.

#### **EXPORT**

Customer acknowledges and agrees that regarding Harmonized Tariff Schedule of the United States, U.S. Census Schedule B Export Codes, and/or country of origin information (collectively, "Export Information"), Office Depot: (a) is not the manufacturer of the goods that Office Depot sells to Customer; (b) is not required to provide any Export Information to Customer; (c) does not independently verify any Export Information that Office Depot receives from its suppliers; (d) does not represent or warrant the accuracy of any Export Information; and (f) provides Export Information only as of the date Office Depot received it from Office Depot's suppliers.

Customer agrees to comply with all applicable U.S. and non-U.S. export and import laws and regulations. Customer shall obtain any required export or import authorizations to support deliveries under this Agreement. Customer shall immediately notify Office Depot's representative if Customer is or becomes listed in any U.S. or non-U.S. government denied-parties list or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

Office Depot shall not be liable for increased costs, duties or any penalties or damages incurred by Customer as a result of deficient or erroneous documentation supplied by Customer for purposes of establishing the status of goods under any trade preference programs.

Customer shall indemnify and hold harmless Office Depot from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Customer.

#### **NOTICES**

All notices to Office Depot must be given in writing. Such notices shall be deemed to have been given when delivered in person, or three (3) days after being sent by certified mail, return receipt requested, postage pre-paid, or upon delivery by reputable overnight courier, all delivery charges pre-paid. Notices shall be sent to the following address: Office Depot, Inc., 6600 North Military Trail, Boca Raton, FL 33496, Attn: Office of the General Counsel.

#### **MODIFICATION**

Office Depot reserves the right to modify these Term and Conditions at any time and at its sole discretion.

#### **SEVERABILITY**

Any legal determination that any of the provisions contained in these Terms and Conditions are void, invalid or unenforceable shall not affect the validity of any other provisions of these Terms and Conditions.

#### **CHOICE OF LAW FORUM**

These Terms and Conditions shall be construed and governed in accordance with the laws of the State of Florida without regard to conflict of laws principles, and any disputes or litigation arising from these Terms and Conditions shall be conducted in the state or federal courts of the State of Florida.

#### **FORCE MAJEURE**

Office Depot shall not be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause that is beyond its reasonable control.

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