

# QUOTATION

Date Prepared: 11/14/18

Quote # TBD

XenTegra LLC

P.O Box 1954 Huntersville, NC 28078

Billing Phone 866.343.9374 ext 6 Billing Contact: Accounts Payable Billing Email: XenTegraAP@xentegra.com

**Quotation For:** 

Bryan McConnell Florida Atlantic University School of Urban and Regional Planning 777 Glades Road, SO 284B Boca Raton, FL 33431 561-297-4163 Quotation Expiration Date: 12/14/18

Prepared by: Darren Perry

#### **Comments or Special Instructions:**

All sales are final

Qty	DESCRIPTION	UNIT PRICE			TOTAL	
11	IGEL UDC3 LICS INCL MMCP MLIC - includes 3 years of maintenance Product stocked by manufacturer. Delivery times vary.	\$ 18	3.47	\$	2,018.14	
				\$	2,018.14	
		TAX			0.00%	
		TOTAL		\$	2,018.14	

FOB
Destination
Accepted By: Signature
Printed Name
Title
Date

PAYMENT NET TERMS

Net 30 Days

## **TERMS AND CONDITIONS:**

XenTegra, LLC ("XenTegra") agrees to perform the services described in attached quote (the "Quote"). XenTegra may refuse to provide services or goods to the customer due to delinquent payment or any other reason.

#### Payment

Payment terms are net 30 days from invoice date unless an earlier date is provided by XenTegra. You agree to pay on time, unless prior arrangement has been made in writing with XenTegra may suspend future obligations until payment has been made on prior invoices. Overdue accounts are subject to interest and service charges of 1.5% per month plus collection fees.

All charges and fees to be paid by you are exclusive of any applicable sales, use, excise or services taxes ("Taxes") that may be assessed on the provision of the services or selling goods.

All discrepancies regarding pricing shown on invoices shall be brought to XenTegra's attention within 15 days of invoice date. Invoice amount shown shall be accepted and paid in full by you if not disputed within 15 days. Discrepancies arising after 15 days of invoice date shall not affect past invoices.

All payments which are returned or dishonored will be subject to a \$40 fee.

In the event that the Customer terminates its relationship with XenTegra for any or no reason prior to the agreed upon term set forth in the Quote, the Customer shall promptly pay to XenTegra an amount equal to (a) any unpaid fees attributable to the period up to and including the date of termination, and (b) the aggregate of the fees that would have been payable from the date of termination until the date that XenTegra was no longer obligated to perform the services or provide the goods were it not for such termination. The amount so payable to XenTegra shall be paid by the customer within ten (10) days after the date of termination. The customer agrees to reimburse XenTegra for any expenses XenTegra may incur, including reasonable attorneys' fees, associated with collecting amounts owed hereunder.

### Revisions

XenTegra may revise the amount of the set forth on the previous page of this Quote in the event the scope of work or requested changes. We may revise and update these terms from time to time in our sole discretion.

# Warranty and Limitation

EXCEPT AS PROVIDED HEREIN, XENTEGRA MAKES NO WARRANTIESS, EITHER EXPRESS OR IMPLIED. XENTEGRA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO PERFORMANCE OF ANY SERVICES. XENTEGRA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE SERVICES PROVIDED BY XENTEGRA. IN ANY CASE AND WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF XenTegra FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) SHALL BE LIMITED TO THE SERVICE FEES PAID BY YOU TO XenTegra IN THE 12 CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DAMAGES ARISING.

#### Miscellaneous

You warrant that the information you provide XenTegra is accurate and complete. XenTegra may discontinue, suspend or modify its services, any feature included in its services, or the availability of its services at any time and without notice to you. Except as expressly set forth herein, this Quote does not grant you any intellectual property rights in XenTegra's services or property or XenTegra's trademarks and brand features or in the material and images contained on XenTegra's websites.

This writing constitutes the full, complete and final statement of XenTegra's obligations. All prior oral and written correspondence regarding the services or goods offered by XenTegra are merged in this writing and extinguished by it. XenTegra's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any of the provisions herein. XenTegra's headquarters is in North Carolina, and consequently this Quote shall be governed by and construed in accordance with the laws of the State of North Carolina. You shall not assign this Quote. Further if any portion of this Quote shall be invalid it shall not have the effect of invalidating any other portion of this Quote. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS QUOTE, OR A BREACH HEREOF, SHALL BE SETTLED BY ARBITRATION ACCORDING TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION TO BE HEARD BY ONE ARBITRATOR IN MECKLENBURG COUNTY, NORTH CAROLINA. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof.

Additional Terms and Conditions for Consulting Hours (if applicable): Hours in this quote will be invoiced as they are consumed and are billed on a bi-weekly basis. Any unused hours will remain available at the same rate listed on this quote for a period of 12 months from the date of PO. Any unused hours at the end of the stated period will be cancelled and new quote can be provided based on current rates

Consulting Cancellation Policy: XenTegra will assign consulting resources based on a mutually agreed timeline. Because XenTegra will commit consulting resources based on the established schedule (reserving consultants from other projects), we require at least 3 business days' notice for any unplanned changes or cancellations to the schedule. XenTegra reserves the right to bill for 4 hours (1/2 Day) at the established hourly rate upon failure to provide the required notice for a cancellation or reschedule. Travel expenses: If applicable, any travel expenses will be submitted to the client for reimbursement (including copies of receipts) using standard IRS guidelines for expenses. XenTegra will always endeavor to select reasonably priced airlines, hotels, meals, and other expenses.