

# SALES ORDER FORM

## KAB Scanning Resources

1633 Sands Place, SE Ste B  
 Marietta, GA 30067  
 Phone: 770-984-1212  
 Fax: 770-953-8399  
 Web: [www.kabscan.com](http://www.kabscan.com)

**PLEASE FILL OUT FORM COMPLETELY, SIGN AND FAX TO 770-953-8399**

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Qty.	Part No.	Product Description	Price	Total
		Agfa S61 Scanner 240 PPM 480 IPM Bitonal Scanner (only) including standard table, SCSI interface /cable , ISIS drivers	\$39,999	<b>39,999.00</b>
		<b>Professional Document Capture Software Options:</b>		
	103040-0011	DpuScan Professional	\$7,198.00	
		<b>Service and Maintenance Options</b>		
		Shared Extended Warranty – 1 yr	\$4,999.00	
	838652-0002	Support for DpuScan Professional	\$1,290.00	
	KAB-INSTALL	KAB 3-Day On-Site Installation, Set-Up, Training and Start Operation	\$2,985.00	included
		<b>FREE GROUND SHIPPING TO CONTINENTAL US ONLY</b>		

**Method of Payment:**  Credit Card (Please add 3.5% to your total when paying by Credit Card)\*  
 Check  Money Order  **Wire Transfer (Call for Instructions)**  
 KAB Lease (<http://www.kabscan.com/leasing.htm>)

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**NOTES**

- Orders are shipped upon confirmation of payment
- The consignee agrees that all standard UPS shipment conditions will apply ([www.ups.com](http://www.ups.com))
- If the shipment cannot be delivered or is refused by the consignee, the consignee agrees to pay all cost to return the shipment to us including a 30% restocking fee

<b>SUBTOTAL</b>	
<b>CC Orders Add 3.5%</b>	
<b>TOTAL</b>	

**We take credit card fraud very seriously.** Before your credit card is charged, we verify that your credit card billing address matches your shipping address to make sure you are the correct owner of the credit card. If the credit card being used is reported lost or stolen, we will report the attempted fraud and **you will be prosecuted to the fullest extent of the law.** Cases deemed to be fraudulent are referred to law enforcement authorities for further investigation and prosecution. KAB Scanning Resources cooperates fully with these authorities, and will provided courtroom testimony in the prosecution of fraud cases.

## TERMS AND CONDITIONS OF SALE

These terms and conditions of sale which appear on all invoices are the terms and conditions upon which Seller makes all sales. Seller will not accept any other terms and conditions of sale unless Buyer and Seller have executed a contract which specifically supersedes and replaces these terms and conditions. Acceptance of all purchase orders is expressly made conditional upon Buyer's assent, expressed or implied, to the terms and conditions set forth herein without modification or addition.

**1. ACCEPTANCE** Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's making of an offer to purchase Product from Seller; (b) Buyer's written acknowledgment hereof; (c) Buyer's acceptance of any shipment of any part of the items specified for delivery (the "Products"); or (d) any other act or expression of acceptance by Buyer. Seller's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception, and any term, condition or proposals hereafter submitted by Buyer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected.

**2. DELIVERY** Unless otherwise agreed in writing, delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. For all domestic transactions, unless otherwise stated on the front of the invoice, title to, and all risk of loss or damage with respect to the Products shall pass to Buyer upon delivery by Seller to the carrier or Buyer's representative at Seller's warehouse or plant. For all international transactions, the Product shall be sold on a delivered, insurance paid, duty and international freight unpaid basis. Seller assumes no responsibility for charges attendant to Customs clearance in the country of delivery, customs duty, VAT or any other charges or taxes within the country designated for delivery by the Buyer. Title and risk of loss shall pass to the Buyer upon delivery to the port designated by the Buyer and prior to Customs clearance. Delivery is subject to the payment provisions set forth herein and to Seller's receipt from Buyer of all necessary information and documentation from Buyer including all import certificates, exemption and/or resale certificates, licenses and other documents as may be required from Buyer for export of the Product. Buyer shall promptly notify Seller, in no event later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery.

**3. PRICE & PAYMENT** Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated or levied on the sale of the Products (or the delivery thereof) or measured by the purchase price paid for the Products. (Seller's price set forth on the front side of the invoice does not include such taxes, fees and charges.) Exemption certificates must be presented prior to shipment if they are to be honored. Unless otherwise specified, payment terms are net due within thirty (30) days from the date of invoice. Seller reserves the right at any time however, to require payment in advance or C.O.D., or otherwise to modify, suspend or terminate any credit terms previously extended to Buyer. Seller, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at an amount equal to 1 ½% of the outstanding balance per month, or the maximum provided by law (whichever is less) for invoice amounts that are past due, commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings from collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods and termination of any one or more sales agreements. Notwithstanding any "net" payment provisions specified on the invoice, Seller shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Seller at any time and without prior notice. Seller retains (and Buyer grants to Seller by submitting a purchase order) a security interest in the Products to secure payment in full and compliance with all sales agreements, and Buyer agrees to execute any additional documents necessary to perfect such security interest. The event the sales invoice shall be placed by Seller in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of enforcing Seller's security interest in the Products, the Buyer agrees to pay any and all costs associated with such placement, including without limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings. If a sale is to occur, or the Product is to be shipped, outside of the United States, Buyer acknowledges and agrees that the amount due Seller is contracted in U.S. Dollars and that payment in U.S. Dollars is of the essence.

**4. CREDIT** Buyer shall provide to Seller all financial information reasonably requested for the purpose of establishing credit. Furthermore, Purchaser shall provide to Seller financial information upon request for continuing Buyer's credit line with Seller. Seller reserves the right, with or without notice to change or revoke Buyer's credit limit based upon Buyer's payment record and/or changes in Buyer's financial condition.

**5. PRODUCT RETURNS** Buyer must obtain a valid Return Material Authorization (RMA) number from Seller for all returns. In the event Seller issues a return authorization to Buyer allowing Buyer to return Product to Seller, Buyer will deliver the Product to Seller's address in the United States, if so required by Seller, and Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes) as well as import or customs duties, license fees and similar charges, however designated or levied, on any replacement Product to be shipped by Seller to Buyer.

**6. WARRANTY** Product warranties are provided by the manufacture of the Products. Seller makes no warranties whatsoever. Seller's sole obligation (and Purchaser's sole remedy) in the event of breach of any warranty shall be the repair or replacement of defective products. It is the purchaser's responsibility to notify Seller in a timely manner of any potentially faulty product. **SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. SELLER DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE.**

**7. LIMITATIONS OF LIABILITY** Seller shall not be liable for any shipment delays beyond the reasonable control of Seller which affect Seller or any of Seller's suppliers, including, but not limited to, delays caused by unavailability or shortages of Products from Seller's suppliers; natural disasters, acts of war; acts or omissions of Buyer; fire, strike, transport failures, riot, or governmental interference; unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever; or transport failures.

**8. GENERAL** These terms and conditions, which includes Seller's product return policy, shall constitute the final and complete agreement of the parties with respect to all sales by Seller to Buyer and shall supersede all prior offers, negotiations, understandings and agreements. No additional or different terms or conditions, whether material or immaterial, written or oral, shall become part of any sales agreement unless expressly accepted in writing by an authorized officer of Seller.