



Comprehensive solutions to ending homelessness and achieving self-sufficiency

SELLER'S ADDRESS

232 NW 6th Ave
Portland, Oregon 97209
Phone: 503-294-1681
Fax: 503-294-4321

SALES ORDER/INVOICE

CCC Contact: Sarah Porter
Phone #: 503-784-9263
Email: sarah.porter@ccconcern.org
CCC Sales Order/Invoice #: _____

Date: 5.25.17

CUSTOMER

Name: Scott Ciambor
Company: Juneau Housing First Collaborative pro
Address: 155 S. Seward Street
Juneau AK 99801
Phone: 907-586-0220
Fax: _____
Notes: Scott.Ciambor@juneau.org

SHIPPING ADDRESS:

Name: Juneau Triplett Construction c/o
Company: Juneau Housing First Collaborative P
Address: 100 Mount Roberts St.
Juneau AK 99801
Phone: _____
Fax: _____
Notes: Scott.Ciambor@juneau.org

DELIVERY DATE		PROVISION / SHIPPING METHOD AND TERMS	
TBD		ship to site/Lift gate included at delivery	
QTY	DESCRIPTION	UNIT PRICE	TOTAL
32	Central City Bed® Twin size bed bug resistant bed frames	\$ 355.00	\$ 11,360.00
	RAL Color TBD		\$ -
34	Central City Bed® twin size bed bug resistant mattress	\$ 230.00	\$ 7,820.00
	6" 3 zone comfort model #CC33874		\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ 19,180.00
Sales Tax		Customer Reperts Sales and Use tax	
Shipping/Handling			\$ 6,143.00
Total Sales Order/Invoice			\$ 25,323.00

1. Please return a copy of this Sales Order/Invoice with your original signature and payment.
2. By signing below, customer acknowledges they received and agree to the attached binding Terms & Conditions - SEE PAGE 2
3. Send remittance and all correspondence to Seller's Address listed above.

Customer Authorized Signature: _____ Date: _____
Title of Signer: _____

Thank you for your business!

Terms & Conditions

Delivery and Acceptance: All shipments are FOB point of shipment. Title to Products and risk of loss pass to Customer upon delivery to carrier at the shipping point, regardless of any provisions for payment of freight or insurance and the form of shipping documents. The method of shipping and packaging will be in accordance with Seller's current standards. Seller shall prepay freight and bill Customer therefore, or Customer shall pay transportation charges on a "freight collect" basis. The Products shall be deemed accepted by Customer unless Customer notifies Seller within 10 days after delivery that the Products are defective. Products claimed to be defective will be held by Customer without charge, destruction or disposition pending Seller's instructions. As to all Products, delivery dates are estimates and are subject to change by Seller without liability. Seller shall be entitled to extend the delivery date of Products for any of these reasons without breach. As to all Products, in event of delay or non-delivery due to causes beyond Seller's reasonable control, including acts of God or of public enemy; acts of civil or military authority; government actions, regulations, priorities, allocations, or controls, whether or not valid, and including exercise of sovereign or contractual powers; fires, floods, weather, epidemics, strikes, lockouts, slow-downs, shortages, factory or port conditions or freight embargoes; inability to obtain necessary labor, materials, or manufacturing facilities; war, civil or other disobedience or insurrection, rebellion, acts of a terrorist or other enemy (collectively, "Force Majeure"), the delivery date shall, at the request of Seller, be deferred and Seller's performance excused for a period equal to the time lost by reason of Force Majeure. Further, if non-delivery or impracticability of delivery of any or all of the Products results, in whole or in part, from any Force Majeure, Seller's failure to deliver shall not be a breach, and Seller may elect to terminate the order to the extent of the Products affected, without Seller's liability.

Payment: Unless otherwise agreed in writing, all invoices are due and payable when orders for Products are placed. Each order shall be separately accepted, and customer's payment shall be made according to this Sales Order Form and Seller's Invoice covering the Products above. If, in Seller's sole judgment, customer's financial condition or any other factor impairs Seller's expectation of performance, Seller may immediately suspend or cease work and deliveries. As a condition of resuming delivery, Seller may require other arrangements in lieu of or in addition to those set forth herein. If such conditions are not timely satisfied, Seller may cancel any Order without any liability to customer.

Taxes: Any state or local sales, use, revenue, excise, value added, or other tax, fee, or charge of any nature imposed by any government or public authority applicable to the Products, or the manufacture, sale, delivery, shipment or use thereof ("Taxes"), but excluding taxes payable by Seller that are measured by its income, shall be added to the purchase price and shall be paid by customer.

Limited Warranty and Exclusive Remedy: Seller warrants the Products to be free of material defects in workmanship or material for a period of twelve (12) months following the date of shipment of the Products. Seller's sole obligation and Sales Representative's customer or end user exclusive remedy for any breach of this warranty shall be, at Seller's election, (i) to provide commercially reasonable efforts to bring the Product's performance into substantial conformance with the specifications and documentation during Seller's normal business hours, or (ii) to replace the Products, or if these actions are not in Seller's judgment commercially feasible (iii) to credit Customers' account with an amount equal to the price paid for any such defective Product returned by Customer during the warranty period provided that: (a) Customer promptly notifies Seller in writing that such Product failed to conform, furnishes an explanation of any alleged deficiency and obtains from Seller storage instructions or return authorization; (b) such defective Product is stored or returned to Seller's plant in accordance with Seller's instructions and at Customer's risk and expense; and (c) Seller is satisfied that claimed deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, repair or improper testing. If such Product is found to be defective, Seller will reimburse Customer for all storage and transportation charges. Seller will have a reasonable time to make repairs, to replace Products or to credit Customers' account. This warranty includes Seller's entire and exclusive liability and the exclusive remedy of customer/ end user for any claim in connection with the Products. This warranty does not extend to Products or parts thereof that have been subjected (in the sole opinion of Seller) to misuse, abuse, improper use or application, alteration, accident, negligence or incorrect repair or servicing not performed or authorized by Seller. Any Products replaced under this warranty shall be under warranty only for the remainder of the original warranty period or the replaced Product.

LIABILITY LIMIT: SUPPLIER'S TOTAL CUMULATIVE LIABILITY ARISING FROM DELIVERY OF THE PRODUCTS AND SALES REPRESENTATIVE'S USE THEREOF, PURSUANT TO THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT RECEIVED BY SUPPLIER FOR THE PRODUCTS IN QUESTION. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR RIGHTS, LOSS OF PROFITS, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED.

DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ERRORS, CORRECTNESS, ACCURACY, RELIABILITY AND RESULTS ACHIEVED, AS WELL AS ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE.

Seller's Reserved Rights: Seller does not grant, convey or confer upon customers, or anyone claiming by, through or under customers, any ownership, interest, right, or license, express or implied, in or to any Intellectual Property of Seller except for: the limited right for customer to use and sell the Products for the normal and intended use of such Products. Seller exclusively owns and retains all right, title, and interest in and to the Products, including all copyrights, and any patents, trade secret rights, trademarks, and other intellectual property rights therein.

No Reverse Engineering: Sales Representative agrees that it shall not and shall not permit others to reverse assemble or reverse engineer the Products or the resulting Product(s) for any reason or purpose, without the express prior written consent of Supplier.

Governing Law and Disputes: This Agreement shall be governed by the laws of the State of Oregon to the exclusion of all other conflict of law alternatives.

Arbitration: Any controversy or Claim arising out of this Agreement will be exclusively settled by arbitration before a single arbitrator in Portland. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each Party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of Arbitration Service of Portland. The resolution of any controversy or claim as determined by the arbitrator will be binding on the Parties. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any controversy or claim. The Parties agree the prevailing Party in any arbitration or other legal proceeding to enforce rights related to this Agreement, shall be entitled to recover all reasonable costs and expenses, including but not limited to attorneys' fees and court or arbitration costs. Furthermore, said prevailing Party may initiate a legal proceeding to confirm, vacate, modify, or correct the award of the arbitrator in any judicial court of competent jurisdiction.

End.