Corporate Headquarters

**QUOTE**



Bristol ID Technologies

Quote #

AAAQ41224

1370 Rochester Street

Date

04/23/13

Lima, NY 14485

Tel:

Sales Rep.

mbenulis

585.582.5120

Fax:

585.582.5110

Quote To:

Pioneer Library System

Betsy Morris

4595 Rte. 21 North

Canandaigua, NY 14424

Qty

Description

Unit Price

Ext. Price

1,000

$0.2700

$270.00

30mil CR80 teslin. Printed 4cp/black with barcode and numbering.

2,500

$0.1890

$472.50

Same as above

5,000

$0.1660

$830.00

Same as above

10,000

$0.1550

$1,550.00

Same as above

1,000

$0.2000

$200.00

30mil Teslin Key tags Printed 4cp/black with barcode

2,500

$0.1220

$305.00

Same as above

5,000

$0.1150

$575.00

Same as above

1,000

$0.3710

$371.00

30mil teslin Combo card (1CR80 and 1 key tag). Printed 4cp/black with

barcode and numbering.

2,500

$0.2840

$710.00

Same as above

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Qty

Description

Unit Price

Ext. Price

5,000

$0.2610

$1,305.00

Same as above

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TERMS AND CONDITIONS OF SALE

The value of all orders and releases will be a minimum of $50.00.

A restocking charge of 15% will be applied to any cancelled distribution order or distribution product returned within 30 days as long as the product is undamaged

and unused. Outside of this, full price will be paid.

A $50.00 MINIMUM charge will apply to all orders CANCELLED by the customer.

Drop Shipments - A charge of $5 will be added to all drop shipments. Standard lead time for custom card orders is 15-20 working days after proof approval.

Artwork and data files are to be sent in acceptable formats (see Art Specs) to graphics@bristolid.com or on disk to address noted above. Allow 3-5 days for art

proofs.

Bristol reserves the right to manufacture and bill for (industry standard) 10% +/- on all custom card orders. Variations to this must be disclosed in the body of this

quote. Exact quantities will result in a 5% upcharge.Prices valid for 90 days upon receipt of this quotation. Freight is FOB Factory, Lima, NY

1. DEFINITIONS

When used in these Terms and Conditions of Sale, the following terms shall have the following meanings:

"SELLER" means BRISTOL GRAPHICS, INC. d.b.a. Bristol ID Technologies.

"Customer" means the person, firm, company or organization agreeing to purchase items from SELLER.

"Goods" means the items sold by SELLER.

2. QUOTATIONS/OFFERS

Quotations are issued by SELLER, in writing, according to information furnished by Customer. Customer shall remain solely liable for any errors or omissions in

such information.

3. ACCEPTANCE

A contract of sale is formed only after SELLER accepts Customer's order by written order acknowledgement. Only the terms and conditions as set forth in

SELLER's quotation and order acknowledgement shall be binding. Any prior discussions or proposals are superseded and any additional or conflicting terms

proposed by Customer are rejected. SELLER's silence or failure to respond to any subsequent term, condition or proposal of Customer shall not be deemed to

be SELLER's acceptance or approval thereof.

Customer shall have one (1) business day from the date of the order acknowledgement to object to the terms and conditions of the order acknowledgement.

Otherwise, the terms and conditions on the order acknowledgement will be deemed accepted. The terms and conditions of the contract except as specified

below may be modified only by the mutual written consent of the parties.

4. CHANGES/CANCELLATIONS

All changes requested by Customer are subject to written approval by SELLER and to reasonable changes in delivery or price as SELLER determines is

necessitated thereby. If work is in progress, Customer will be charged for all Goods made/performed as well as all additional costs resulting from such changes.

No order, once accepted by SELLER, may be canceled by Customer without SELLER's written consent. Cancellation Policy on Custom Card Products -

Between 1 and 4 weeks, a charge of half the purchase price will be made. Full price will be paid for any cancellation within one week of the ship date.

5. DELIVERY AND RISK

Delivery periods quoted by SELLER are estimated with all reasonable care but cannot be guaranteed and are subject to revision without prior notice. SELLER

will not be liable in any way whatsoever in respect of delivery dates (whether estimated by SELLER or stipulated by Customer or otherwise) not being met for

whatever reason.

Whether or not SELLER agrees to a specific shipping date, SELLER shall not be liable for delay or failure to deliver due to wars, civil disturbances, strikes,

accidents, fires, floods, storms, Acts of God, the inability to obtain necessary labor, energy, water, raw or finished materials or facilities, government priorities or

allocations, delays in transportation, failure of Customer to supply or any delays in delivery by Customer of necessary items or other causes beyond SELLER's

control.

With respect to Goods sold by SELLER to Customer (i) title to such Goods shall pass to Customer upon the later of receipt of the Goods at SELLER's place of

business or payment in full of all amounts due under the contract and (ii) risk of damage or loss shall pass to Customer upon tender of the Goods at SELLER's

place of business to Customer or tender to any third party Customer requests, including common carrier and United States Postal Service. Customer assumes

all risk of damage or loss with respect to all items delivered to SELLER for manufacture of Goods and waives any rights of subrogation with respect to any

company insuring such items.

If Customer expressly requests, SELLER shall choose the common carrier and shall deliver the Goods to such common carrier packaged for transport. In such

event, insurance costs and freight charges shall be invoiced to Customer.

6. ACCEPTANCE OF GOODS/RETURNS

All Goods must be inspected promptly upon receipt by Customer. Customer shall notify SELLER within three (3) business days of delivery of any damage to

Goods delivered, any shortages in delivery, or any nonconformity. Failure to give notice within such time shall be deemed an acceptance in full of such delivery

and SELLER shall not be liable to Customer for any damages to such Goods, shortages in such delivery, or nonconformity.

7. PRICES AND PAYMENT

Except where specified to the contrary in the quotation, prices are quoted before tax, FOB Lima, New York. Any costs of SELLER relating to packaging,

transportation, insurance and duties shall be charged to Customer. Unless otherwise specified, payment terms are net 30.

A late charge of 1 1/2% per month or portion thereof (or the legal maximum allowable in Customer's state if lower) shall be payable by Customer from the date on

which payment became due until the date of receipt by SELLER's bank of the amounts due to SELLER. In the case of payment by check, payment will not be

deemed final until collection by SELLER's bank of all amounts due to SELLER.

SELLER shall have no obligation to deliver Goods on credit, and any credit approval may be withdrawn by SELLER at any time and without prior notice. SELLER

at its sole discretion may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise.

8. LIMITED WARRANTY

Except as stated herein, there are no conditions or warranties, expressed, statutory, or implied, including those of merchantability, fitness for a particular purpose,

or infringement, and except as stated herein, seller makes no affirmation of fact, representation, or promise with respect to the material.

This warranty does not extend to, and SELLER shall have no liability whatsoever for, loss or damage, whether special, direct, indirect, incidental, or

consequential, caused in whole, or in part, directly or indirectly, by defects in material or workmanship in materials not of SELLER's manufacture or design.

All warranty replacement work is to be performed by SELLER at its plant. Buyer shall pay delivery charges to such place, and any new material to be provided

under this warranty shall be f.o.b. SELLER's plant.

9. LIMITATION OF CONSEQUENTIAL DAMAGES

SELLER'S LIABILITY TO CUSTOMER SHALL IN ALL CASES BE LIMITED TO THE PRICE PAID FOR THE GOODS. IN NO EVENT SHALL SELLER BE

LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE USE

OR INABILITY TO USE THE GOODS COVERED HEREBY, WHETHER ARISING FROM BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR

STRICT LIABILITY OF SELLER, OR OTHERWISE, OR FOR ANY CHARGES, INCLUDING LABOR CHARGES, AND OTHER EXPENSE, LOSS OR

DAMAGES CAUSED BY DEFECTIVE GOODS. ANY ACTION HEREUNDER MUST BE COMMENCED WITHIN ONE YEAR OF ACCRUAL OF THE CAUSE

OF ACTION.

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10. EVENTS OF DEFAULT

An event of default shall be deemed to have occurred if Customer: (i) is overdue with any payment to SELLER for a period of five (5) days (whether such default

be in respect of the whole of any relevant payment or any part thereof); (ii) fails to take delivery of any of the Goods upon tender thereof; (iii) defaults on or

commits any breach of its other obligations to SELLER; (iv) makes any voluntary arrangement with its creditors or becomes subject to any administrative order or

goes into liquidation or if a receiver is appointed in respect thereof; (v) files a voluntary petition in bankruptcy; or (vi) has an involuntary petition in bankruptcy filed

with respect to it and such petition is not vacated within thirty (30) days from the date of filing.

11. REMEDIES

SELLER hereby retains (and Customer grants to SELLER) a security interest in the Goods to secure payment in full and compliance herewith, and Customer

agrees to execute and deliver to SELLER any additional documents necessary or desirable to perfect such security interest. In the event this contract shall be

placed by SELLER in the hands of an attorney for the purpose of enforcing SELLER's security interest in the Goods, Customer agrees to pay any and all costs

associated with such placement, including, without limitation, attorney's fees and costs relating to any collection, arbitration, trial, bankruptcy or creditor's rights

proceedings.

In addition to and not in limitation of any other rights of SELLER whether stated herein or otherwise, if an event of default occurs, all sums yet to accrue due to

SELLER from Customer shall forthwith become immediately due and payable and SELLER, in its sole discretion, may revoke Customer's credit, delay or cancel

future deliveries, repossess unpaid but delivered Goods and terminate or suspend its obligations under this or any other contract with Customer until payment of

any amount in arrears plus interest has been made. The defaulting Customer shall assume the cost and risk of return of the Goods to SELLER.

No failure or delay by SELLER in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of

rights hereunder. Any waiver by SELLER of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining

terms and conditions or of any future defaults hereunder.

12. GOVERNING LAW

This contract shall be deemed made in, and shall be governed by, the internal laws of the State of New York. The exclusive venue for any disputes arising out of

this contract shall be in state or Federal court in Rochester, New York.

13. GENERAL

It is the intention of the parties that this contract shall be enforceable to the fullest possible extent, regardless of any partial invalidity or unenforceability. Any

provision of this contract that is prohibited or unenforceable under the laws of the State of New York shall be ineffective to the extent of such prohibition or

unenforceability, without impairing or invalidating the remaining provisions of this contract.

This contract may not be assigned by either party without the prior written consent of the other (which shall not be unreasonably withheld) except that SELLER

may assign this contract to any affiliate or subsidiary of SELLER.

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