



OMNIBUS CAVEAT OF THE TEXAS GENERAL LAND OFFICE (GLO)¹
FOR CONTRACT No. 16-208-000-9673

Notwithstanding any language to the contrary in the attached **Agreement** presented by **ACCO Brands USA LLC, dba GBC** ("Provider"), the GLO stipulates and Provider hereby acknowledges notice of the following:

1. **INSURANCE:** The GLO is a state agency designated to perform the governmental functions authorized in Article 3, Section 49-b of the Texas Constitution. Pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," the GLO is self-insured and, therefore, is not required to purchase insurance. A self-insurance fund has been established to protect the GLO and all officers, employees, and agents from any insurable risk or hazard.
2. **PRE-PAYMENT / PROMPT PAYMENT:** The GLO agrees to pay Provider in accordance with Chapter 2251, Subtitle F of Title 10 of the Texas Government Code, "The Prompt Pay Act," and requests that Provider hereby waive pre-payment requirements of any and all kind, evidenced by signing below.
3. **INDEMNITY:** To the extent that Provider's document(s) requires the GLO to indemnify or hold Provider or any third party harmless from damages of any kind or character, such obligations are binding upon the GLO **to the extent permitted by the Constitution and laws of the State of Texas.**
4. **ATTORNEYS' FEES, PENALTIES, AND LIQUIDATED DAMAGES:** To the extent that Provider's document(s) requires the GLO to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, such obligations are binding upon the GLO **to the extent permitted by the Constitution and laws of the State of Texas.**
5. **LAW AND VENUE:** The agreement between the Parties and any rights and obligations of the Parties shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought shall be in a court of competent jurisdiction in Travis County, Texas. **Nothing herein constitutes a waiver of the GLO's sovereign immunity.**
6. **NO DEBT:** In compliance with **TEX. CONST.** Art. VIII § 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated.
7. **TRAVEL:** Subject to the maximum Contract amount authorized herein, as specifically authorized by the GLO, the GLO shall allow travel reimbursements at the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *Textravel*.
8. **CONFLICTING TERMS:** If any provisions herein conflict with terms in the related agreement between the Parties, the terms herein shall control.

ACKNOWLEDGED: ACCO BRANDS USA LLC, DBA GBC

¹ The GLO remains subject to the statements herein presented, based on requirements mandated for agencies of the State of Texas.



GBC, a Division of ACCO Brands
 Tel: 800-723-4000
 Fax: 800-914-8178
www.gbconnect.com

Quote Number: 00064208
 Created Date: 12/16/2015
 Expiration Date: 1/15/2016

Prepared by: Cajewel Pegues
 Phone: (662)480-3143
 Email: cajewel.pegues@acco.com
 Fax: (662-720-1472)

Contact Name: SHUNDRA WILLIAMS
 Phone: (512) 463-5417
 Email: shundra.williams@glo.texas.gov

Billing to:
 GENERAL LAND OFC & VET LAND BD-164347
 PO BOX 12873
 AUSTIN, TX 78711-2873

Shipping to:
 GENERAL LAND OFC & VET LAND BD-164347
 1700 N CONGRESS AVE RM 954
 AUSTIN, TX 78701

GBC Customer Account Number: 53041

Product Name	Description	Product Code	Type	Serial #	EMA Start Date	Sales Price	Quantity	U/M	Line Total	EMA Opt-Out
EMA TITAN 1244 (EMA w Roller Protection)	TITAN 1244WF EMA	2523878	1 year EMA	yf00045g	02/13/2016	1,980.55	1	YR	1,980.55	<input type="checkbox"/>

Subtotal: 1,980.55

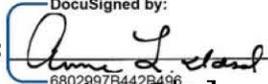
Sales Tax: Not Included

Shipping & Handling: Not Included

Grand Total (USD): \$1,980.55

Service Level: 3-Point: Two Day On-Site Service (where appl.)
Service Coverage: All parts, labor & travel is included in the price of the maintenance agreement. Does not include replacement die sets or lamination rollers. May not be available in all areas.

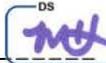
Order Approval

<p>DocuSigned by:  Signature: _____ Name: Anne Idsal Title: Chief Clerk Date: 1/6/2016 PO#: _____ Special Instructions:</p>	<p>Please select your preferred shipping method.</p> <p>Dock-to-Dock (\$145*): _____</p> <p>Dock-to-Dock with Lift gate (\$195*): _____</p> <p>Inside Delivery (with or without Lift gate)(\$245*): _____</p> <p>Turnkey/White Glove (\$385*): _____ (*Additional charges apply for certain equipment models)</p>
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Payment Terms: Net 30

DS  OGC 

DS  DGC _____

DS  GC _____



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Equipment Maintenance Agreement (EMA) Terms and Conditions

- Upon payment of the Total Invoice and subject to the terms and conditions contained herein, ACCO Brands USA, LLC will use commercially reasonable efforts to maintain in good working order the electrical and mechanical parts and components of the Equipment.
- Whenever service is required, ACCO Brands will use commercially reasonable efforts to repair the Equipment without charge for labor or parts. ACCO Brands may use new, used, refurbished, remanufactured, or reconditioned parts when providing such service. Not covered are consumable supply items, including but not limited to modular punching dies, wide-format laminator rollers, cut sticks, cutter knives, trimmer blades or optional accessories purchased for the Equipment. Also not covered are parts damaged by the customer through abuse or misuse. All replaced parts will become the property of ACCO Brands.
- All service will be provided during ACCO Brands's normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday. For service outside of normal working hours additional charges shall be paid by Customer in accordance with then prevailing ACCO Brands rates.
- For all new Equipment, Customer will have the Equipment set up in the location it is to be used. ACCO Brands does not allow its Technicians to lift equipment greater than 60 lbs. and ACCO Brands's Technicians must seek additional assistance if equipment weighing greater than 60 lbs. needs to be lifted for any reason.
- Customer agrees to give ACCO Brands at least thirty (30) days prior written notice of any change in location of the Equipment.
- Maintenance hereunder does not include repair of damage resulting from abuse, accident, failure or reduction of electric power, improper installation or storage, improper Equipment operating environment, misuse, neglect, transportation, failure to operate within performance specifications, or failure to operate according to instructions and documentation. If persons or entities other than ACCO Brands service personnel shall perform maintenance on or repair the Equipment, and as a result further repair or maintenance by ACCO Brands is required to restore the Equipment to good operating condition, any such further repair or maintenance shall be subject to additional charge by ACCO Brands in accordance with the prevailing ACCO Brands rates.
- Renewals shall be governed by then prevailing ACCO Brands rates unless terminated by either party upon thirty (30) days written notice.
- If any Equipment is regularly used by more than one shift of personnel, the maintenance total charge for that Equipment will be increased 100 percent for each additional shift regularly using the Equipment.
- If the Equipment becomes obsolete because components to complete the repair are no longer available, ACCO Brands will refund the remaining prorated portion of the Agreement to the Customer.
- All applicable federal, state and local taxes (except taxes based on income) shall be borne by the Customer when and if levied on the services performed hereunder.
- This Agreement shall constitute the entire agreement between the Customer and ACCO Brands irrespective of inconsistent or additional terms and conditions in the Customer's purchase order or other documentation. Any alteration or additions to the terms and conditions of this Agreement as enumerated and printed herein, shall not be binding on ACCO Brands unless the Agreement as altered shall have been approved in writing by an officer of ACCO Brands.
- CUSTOMER AGREES THAT ACCO Brands SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF BUSINESS HOWEVER CAUSED NOTWITHSTANDING ADVICE TO ACCO Brands OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM THE IMPROPER FUNCTIONING OF THE COVERED EQUIPMENT. No action arising out of this Agreement or services performed hereunder may be brought by either party more than one (1) year after the cause of action has accrued.
- In cases when ACCO Brands's standard insurance certificate does not meet Customer's insurance requirements, all insurance (including any landlord's insurance requirements) required from ACCO Brands, must be specified at the signing of this Agreement, agreed to in writing by ACCO Brands, and attached to this Agreement. The attachment must be affirmatively indicated on the front side of this Agreement.

Agreement Type

Agreement Coverage

3-Point	Toll-Free number to call in for service. Four business hour phone response from Technician. Two business day on-site service. Unlimited parts, labor, and Travel.
4-Point	Toll-Free number to call in for service. Four business hour phone response from Technician. Eight business hour on-site service. Unlimited parts, labor, and Travel. On-going operator training. (Only available to Zone 1, 2 and 3 customers).
7-Point	Toll-Free number to call for service. One business hour phone response from Technician. Four business hour on-site service. Unlimited parts, labor, and travel. On-going operator training. Help desk phone support. Scheduled preventative maintenance. Service history reporting. (Only available to Zone 1 and 2 customers.)
4-Point Educational	For educational institutions. Nine month Agreement term. Four business hour Phone response from technician. Two business day on-site service. Unlimited parts, labor, and travel.
Rapid Replacement	Depot, all parts, labor and shipping. Replacement machine shipped within two business days.