

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1086465  
Vendor Name: Burris Equipment Co.  
Invoice Number: SW3000515-1  
Invoice Date: 01/06/21  
PO Number: B0370357  
Check Number: E0082839  
Check Amount: \$ 586.92  
Check Date: 01/12/2021  
Department ID: 00713  
Reviewer Name: Kathy Striplin  
Voucher Number: V0657776  
Redaction Type: None  
Document Type: AP Invoice

Document Below

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From: customerservice@burrisequipment.com <customerservice@burrisequipment.com >  
Sent: Thu Jan 07 05:01:31 CST 2021  
To: invoicing@cod.edu  
CC:  
Subject: Electronic Invoice: Invoice dated 07 January 2021  
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Dear Customer,

A new invoice has posted to your account. To view it, please open the attached PDF copy.

There will be no hard copy of this invoice mailed, and no other notice. If you require a hard copy, please print the attached invoice. If you have any questions please email:

Accounts Receivable at [receivables@burrisequipment.com](mailto:receivables@burrisequipment.com)

Attention Credit Card Customers: If this invoice was paid with a credit card, this copy is only for your records. Please remit payment to your credit card provider.

Attention CNH Revolving Account Customers: This copy is for your records. This invoice will appear on your credit card statement. Please remit payment to your credit card provider.  
If you no longer wish to receive invoices electronically, please reply to this email with the word "Unsubscribe."

Thank you,

Burris Equipment Co.

Burris Equipment Company is an Equal Opportunity/Affirmative Action employer. **IMPORTANT NOTICE:** This email message is intended to be received only by persons entitled to receive the confidential information it may contain. Email messages to clients of Burris Equipment Company may contain information that is confidential and legally privileged. Please do not read, copy, forward, or store this message unless you are an intended recipient of it. If you have received this message in error, please forward it to the sender and delete it completely from your computer system.

[attachment: 100\_SW3000515\_1.pdf]



**Burris Equipment Co.**  
2216 N. Greenbay Rd.  
Waukegan, IL 60087  
www.burrisequipment.com

**LOCATIONS:**

Waukegan, IL (847) 336-1205  
Ingleside, IL (815) 363-4100  
Joliet, IL (815) 464-6650

<b>INVOICE NO</b> SW3000515-1	<b>INVOICE DATE</b> 01/06/2021
<b>PAYMENT TERMS</b> 10TH OF FOLLOWING MONTH	

**SERVICE INVOICE**

<b>CUSTOMER NO</b> C00005099
<b>CUSTOMER PO</b> Valerie 630-942-2305

**INVOICE TO:**

COLLEGE OF DUPAGE DIST# 502  
425 FAWELL BLVD  
GLEN ELLYN IL 60137

**WORK SITE:**

COLLEGE OF DUPAGE DIST# 502  
425 FAWELL BLVD  
GLEN ELLYN IL 60137

**SALES REP** : MICHELE LYCZAK  
**CONTACT** : VALERIE MECHELLE  
**CONTACT PHONE NUMBER** :  
**EXEMPTION NUMBER:** : E99973391 (TAX EXEMPT)

**SERVICE ORDER** : SW3000515  
**CUSTOMER REF** :  
**METER** : 648.10

**MAKE:** JACOBSEN **MODEL:** 70545 **S/N:** YB000310 **CUST UNIT:** **UNIT:** EQ0010712

**SEGMENT : 1 Service Call**

**SERVICE TYPE:**  
Service Call

**COMPLAINT:**  
Needs computer put on their Jacobsen for a check engine light on.

**CORRECTION:**  
Checked unit out. Hooked up and noticed few past codes when they removed the battery cables. Noticed a past PM3 DTC so I cleared all codes, ran unit through 3 regen cycles, checked and no DTC present. Advised customer, ran & test ok...

TAX	ITEM	DESCRIPTION	QTY	PRICE	CORE DISCOUNT	TOTAL
J		Shop Supplies & EPA	1	\$13.85		\$13.85
		Service Call Trip Charge	1	\$360.00		\$360.00
	LABOR					\$213.07

**SEGMENT 1:**

**\$0.00 PARTS**      **\$213.07 LABOR**      **\$360.85 MISC.**      **\$0.00 TAX**      **\$586.92 TOTAL**

**PAYMENT DETAILS:**

On Account	\$586.92	PARTS	\$0.00
		LABOR	\$213.07
		MISC.	\$360.85
		DISCOUNT	\$0.00
		SALES TAX	\$0.00
<b>INVOICE TOTAL</b>			<b>\$586.92</b>
<b>BALANCE AMOUNT</b>			<b>\$586.92</b>



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INVOICE NO SW3000515-1	INVOICE DATE 01/06/2021
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### SERVICE INVOICE

CUSTOMER NO C00005099
CUSTOMER PO Valerie 630-942-2305

**Terms of Repair:** Customer is aware and agrees to pay to Burris all Estimate Fees prior to performance of the Services. All repair parts, Services, and Goods are to be billed at Burris's regular prices. Customer acknowledges that the repaired Equipment is subject to **(1) Illinois Labor and Storage Lien Act (770 ILCS 45/), (2) Illinois Labor and Storage Lien (Small Amount) Act (770 ILCS 50/) and (3) Sale of Unclaimed Property Act (770 ILCS 90/)** regarding all unpaid balances. Customer acknowledges that failure to pick up Equipment within ten (10) business days of notification will result in the assessment of Burris's posted storage fees at the time of Service Contract commencement. Customer further agrees that Burris shall not be held liable for any damage to the Equipment from fire, theft, or any other cause beyond Burris's control. **CUSTOMER AUTHORIZATION: I HEREBY AUTHORIZE THE SERVICES AND ALL REPAIR WORK TO BE DONE ON THE EQUIPMENT AS DESCRIBED ABOVE. I HAVE READ AND AGREE TO ALL THE "TERMS AND CONDITIONS" ATTACHED AS AN ADDENDUM TO THIS SERVICE CONTRACT AND ALL OTHER ADDENDA ATTACHED HERETO.**

01/07/2021

CUSTOMER SIGNATURE

DATE



# Burris Equipment Co.

2216 N. Greenbay Rd.

Waukegan, IL 60087

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## LOCATIONS:

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## SERVICE CONTRACT TERMS AND CONDITIONS

Rev. 01/31/2019

**1. Agreement for Services.** Burris Equipment Co., ("Burris", "Us" or "We") and the purchasing customer ("Customer" or "You") (collectively the "Parties") agree to all the terms of the "Agreement" which is comprised of the Service Contract of the same date herein ("Service Contract"), these Service Contract Terms and Conditions ("Terms and Conditions"), the Estimate and the Customer Authorization attached hereto and further defined below, and any and all other document(s) incorporated therein by reference, including any and all addendums, exhibits, and schedules attached thereto. The Agreement constitutes the sole and entire agreement with respect to the repair services and related Goods (defined below) to be provided by Burris to Customer ("Services") for the Customer's equipment or machinery that will be the subject of the Services ("Equipment"). The Agreement supersedes all prior and contemporaneous agreements and understandings, both oral and written regarding the Services and the Equipment. No purchase order, work order, or statement of work issued in connection with the Services by Customer or a third party shall be binding on Burris unless accepted by Burris in writing. The provision of the Services to Customer shall not constitute acceptance of any terms and conditions contained in any request for an estimate, purchase order, statement of work, or other similar document issued by Customer or a third party, nor does it serve to modify or amend this Agreement. Should the terms of any estimate, purchase order, or statement of work issued by Customer or a third-party conflict with the terms and conditions of this Agreement, the terms of this Agreement shall control. The Parties agree that the Services will be governed by the following documents in this order of precedence: the Service Contract, the Customer Authorization, the Estimate, these Terms and Conditions, other writings signed by the Parties relating to the Services.

**2. Estimate.** Customer shall at its sole cost and expense deliver and pick up the Equipment to and from Burris's location(s), unless otherwise requested by the Customer at an additional cost. Prior to agreeing to perform any Services, Burris shall provide to Customer an estimate in the form customarily used by Burris ("Estimate") identifying the Services that Burris offers to perform for the Customer and the payment that the Customer shall pay to Burris for said Services ("Service Payment"). In the course of preparing the Estimate, Lessor may perform a photographic and video inspection and prepare a "Condition Report" for the Equipment. Customer shall pay to Burris the full cost of requesting the Estimate, an "Estimate Fee" based on Burris's posted standard estimate fee rates for minimally invasive diagnostics and examination of the Equipment at the time of the Service Contract commencement. With prior notification to Customer, Burris may increase the Estimate Fee if more advanced diagnostics or invasive examination of the Equipment are necessary. Customer acknowledges that no Estimate shall be rendered unless and until the Estimate Fee is paid. Any Estimate will be valid for five (5) days from the date of its delivery to the Customer. Burris reserves the right to periodically increase its standard estimate rates.

**3. Customer Authorization.** The authorization by the Customer or its employee(s) or agent(s) to Burris, whether verbal or written, to proceed with preparing the Estimate or to perform the Services listed in the Service Contract (the "Customer Authorization") (a) grants Burris, its employees, and agent permission to operate the Equipment as necessary for the purpose of testing and/or inspection; (b) authorizes Burris to provide all labor and material necessary to render the Services and Additional Work to the Equipment; and (c) authorizes Burris to do such additional work as may be verbally authorized by the Customer after Burris has begun the performance of the Services.

**4. Declining the Estimate.** If the Customer declines the Estimate, the Customer shall immediately pick up the disassembled Equipment. If the Customer wishes the Equipment to be reassembled, the Customer shall pay Burris for any and all additional time and materials necessary to reassemble the Equipment above said Estimate Fees. If, after declining the Estimate, the Customer does not pick up the Equipment within ten (10) business days after said notification, the Customer shall pay to Burris a daily storage charge of Burris's posted storage fees at the time of Service Contract commencement. If the Customer does not pick up the equipment within thirty (30) days after Burris has provided the Estimate, the Customer irrevocably authorizes Burris to dispose said Equipment. It is deemed appropriate in satisfaction of the storage charge owed to Burris that the Customer shall pay to Burris the full cost of the disposal of the Equipment and acknowledges that Burris has prepared the Estimate relying on representations made by Customer regarding the contents, cleanliness, functionality, nature, and operational status of the Equipment. Should any of the representations on which Burris relied in preparing the Estimate or pricing the Services be false or incomplete, or if Burris shall reasonably determine in the course of performing the Services that additional repair, maintenance, or improvement services are necessary to satisfy its obligations hereunder ("Additional Work"), Burris shall provide to Customer an updated Estimate for the cost of the Additional Work. If Customer does not agree to Burris performing the Additional Work and pay for it within five days of receipt of the updated Estimate, Burris may terminate this Agreement in accordance with Sections 8 and 22 herein. Any requests to change the scope or performance of the Services or to modify the Estimate to include Additional Work shall be submitted in detail and in writing to the other Party. Promptly after receipt of any estimated change, the Parties shall negotiate and agree in a writing to the terms of such change. Notwithstanding the above, Burris may from time to time change the Services without the Customer's consent provided that such change(s) do not materially affect the nature or scope of the Services, the Service Payment, or any performance dates set forth in the Estimate.

**5. Change in Scope of Work.** Customer understands and acknowledges that Burris has prepared the Estimate relying on representations made by Customer regarding the contents, cleanliness, functionality, nature, and operational status of the Equipment. Should any of the representations on which Burris relied in preparing the Estimate or pricing the Services be false or incomplete, or if Burris shall reasonably determine in the course of performing the Services that additional repair, maintenance, or improvement services are necessary to satisfy its obligations hereunder ("Additional Work"), Burris shall provide to Customer an updated Estimate for the cost of the Additional Work. If Customer does not agree to Burris performing the Additional Work and pay for it within five days of receipt of the updated Estimate, Burris may terminate this Agreement in accordance with Sections 8 and 22 herein. Any requests to change the scope or performance of the Services or to modify the Estimate to include Additional Work shall be submitted in detail and in writing to the other Party. Promptly after receipt of any estimated change, the Parties shall negotiate and agree in a writing to the terms of such change. Notwithstanding the above, Burris may from time to time change the Services without the Customer's consent provided that such change(s) do not materially affect the nature or scope of the Services, the Service Payment, or any performance dates set forth in the Estimate.

**6. Service Payment.** The "Service Payments" pursuant to this Agreement shall consist of: (a) all amounts shown on the Service Contract for the service of the Equipment as determined in the Estimate; (b) any Bad Check Fees and Service Charges as defined below; and (c) any additional charges incurred by Burris as a result of Customer's failure to comply with the terms of the Agreement. Customer's signature in this Agreement attests its financial obligation and responsibility to promptly pay the Service Payments in full on or before Customer picks up the Equipment from Burris. In addition, (a) all Service Payments are due and payable at the time of invoice, unless Customer has established in full a credit account with Burris, in which case the Service Payments are due on the 10th day of the month following invoice date, ("Net 10th prox."); (b) Customer shall pay to Burris a "Bad Check Fee" of \$50.00 on any check or other bank instrument tendered for payment of any Customer obligation hereunder which is returned for insufficient funds; and (c) all sums past due 30 or more days shall bear a service charge of the lesser of one and a half percent (1.5%) per month or the maximum permitted by law calculated daily and compounded monthly, from the date such payment was due until the date paid in full (the "Service Charge"). Customer expressly agrees to pay any Bad Check Fees and the Service Charges as liquidated damages and not as a penalty representing reasonable and fair compensation for the foreseeable losses/expenses resulting from Customer's delinquency. If Customer fails to pay any amounts when due, all unpaid sums shall become immediately due and payable within ten (10) days. Customer's failure to notify Burris in writing of any dispute regarding an invoice within sixty (60) days of receipt of said invoice waives Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced shall be absolute, irrevocable, and unconditional and shall not be subject to any right of set off, counterclaim, deduction, defense, delay or other right Customer may have against the Equipment manufacturer or supplier, Burris, or any other party, provided however that nothing herein shall preclude Customer from asserting any such claims in a separate cause of action. If the Customer fails to pay the Service Payments and any amounts due to Burris pursuant to the terms of this Agreement and Burris elects to take legal action to collect any outstanding amounts, the Customer shall pay all costs incurred by Burris including, but not limited to, attorney's fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees, and bond costs.

**7. SECURITY INTEREST. IN ORDER TO SECURE THE SERVICE PAYMENTS AND THE PERFORMANCE OF ALL OF CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT, CUSTOMER HEREBY GRANTS TO BURRIS A SECURITY INTEREST AND LIEN IN THE EQUIPMENT AND ANY AND ALL GOODS, MATERIALS, AND ACCESSORIES INSTALLED THEREIN PURSUANT TO THE SERVICES (THE "GOODS") AND ALL PROCEEDS THEREOF. CUSTOMER ACKNOWLEDGES THAT UNTIL THE SERVICE PAYMENTS AND ALL OTHER OUTSTANDING BALANCES AND OBLIGATIONS THAT CUSTOMER HAS WITH BURRIS ARE SATISFIED IN FULL, THE EQUIPMENT AND GOODS ARE SUBJECT TO (1) ILLINOIS LABOR AND STORAGE LIEN ACT (770 ILCS 450.01, ET. SEQ.), (2) ILLINOIS LABOR AND STORAGE LIEN (SMALL AMOUNT) ACT (770 ILCS 500.01, ET. SEQ.), AND (3) SALE OF UNCLAIMED PROPERTY ACT (770 ILCS 900.01, ET. SEQ.). BURRIS RETAINS TITLE TO THE EQUIPMENT AND GOODS UNTIL CUSTOMER PERFORMS ALL OF ITS OBLIGATIONS UNDER THE AGREEMENT.**

**8. Customer Obligations.** Customer shall cooperate with Burris in all matters relating to the Services and provide such access to Customer's facilities as Burris may reasonably request for the purposes of performing the Services. Customer shall provide approvals, authorizations, decisions, direction, information, or materials that are reasonably necessary for Burris to perform the Services. Customer shall maintain any of its premises on and around which the Services will be performed in a reasonably safe condition and shall notify Burris in advance of any hazards, dangerous conditions, and defects. Customer's failure to comply with any terms of this Agreement will constitute a material breach of the Agreement, alleviate Burris of any responsibility to perform the Services, and enable Burris to terminate the Agreement. In addition to all other remedies available to it (which Burris does not waive by the exercise of any rights hereunder), Burris shall be entitled to suspend the provision of any Services if Customer fails to pay any amounts due or otherwise materially breaches this Agreement. If Burris's performance under the Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Burris shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer to the extent arising directly or indirectly from such prevention or delay.

**9. Customer Warranties.** Customer warrants that (a) if an entity, it is duly organized and validly existing in good standing; (b) it is duly authorized to execute, deliver, and perform its obligations under this Agreement; and (c) when duly executed and delivered by each Party, the Agreement will constitute Customer's legal, valid, and binding obligation, enforceable against it in accordance with its terms; (d) it is not insolvent and is paying all of its debts as they become due; (e) any payments made pursuant to the Agreement are intended by it to be a substantially contemporaneous exchange for new value given to it; (f) each payment made of a debt incurred by it under this Agreement is or was in the ordinary course of its business or financial affairs; (g) all information supplied by Customer is complete and accurate; and (h) the performance of the Services does not require Burris to remove, replace, or alter any part of a building, fixture, or structure.

**10. Timing and Hours of Operation.** Burris shall use reasonable efforts to meet any performance dates specified in the Agreement. Customer agrees that any such dates shall be estimates only. The Services shall be performed during Burris's publicized business hours. Any Services performed outside of such hours will be billed at the applicable after hour's rates.

**11. Cancellations / Partial Work.** Burris reserves the right to charge for any cancellation by Customer of scheduled Services. Customer shall pay for partially completed work based on time and materials at Burris's prevailing rates. Additional handling and storage fees may apply to partially completed work.

**12. Limited Liability for Defective Repairs.** Upon receipt of the Equipment back from Burris, the Customer will immediately test it to determine if the repair is satisfactory. If the Customer believes that the Equipment is not working properly, the Customer will immediately return it to Burris for evaluation. Burris's liability shall be limited to the repair charge for any defective repair and shall in no event include Customer's replacement costs, lost revenues or profits, loss of goodwill, loss of use of the Equipment or any associated Goods, down time costs, claims of Customer's for any damage or loss, or any other special or consequential damages. Burris may at its discretion correct the defective repair or refund the charges for the defective repair within ninety (90) days from when the related repair was completed.

**13. TIME TO BRING CLAIM. NO CLAIM WHICH CONCERNS A DISPUTE ARISING UNDER THIS AGREEMENT MAY BE COMMENCED BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE SERVICES ARE PERFORMED.**

**14. Assumption of Risk.** Customer hereby acknowledges and understands that there are risks associated with the testing of its Equipment and the performance of the Services and, which include but are not limited to damage to the Equipment during routine testing. Customer agrees to assume these risks and waives any and all rights to seek compensation, restitution, or indemnification for any injuries, claims, or damages that might arise from said damage. Customer also agrees and understands that the Equipment will not be available for Customer's use during the testing and/or the rendering of the Services. Customer hereby agrees to assume this risk and waives any and all rights to seek compensation, restitution, or indemnification for any injuries, claims, or damages that might arise from these circumstances. Burris and Customer agree that Burris will not be liable for any damage caused to the Equipment during the rendering of any part of the Services that requires Burris to test the Equipment. Burris shall not be liable for any damage to the Equipment from fire, theft, or any other cause beyond its control, unless caused solely by Burris's gross negligence. In no event shall Burris be liable for any consequential damages or loss of use for the Equipment.

**15. DISCLAIMER OF WARRANTIES. BURRIS MAKES NO WARRANTY WHATSOEVER WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. BURRIS IS NEITHER A MANUFACTURER OF ANY PARTS USED IN THE SERVICES NOR AN AGENT THEREOF. ALTHOUGH BURRIS MAY ADMINISTER WARRANTIES ISSUED BY A MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) ANY EXPRESS WARRANTIES BY SUCH MANUFACTURER ARE NOT THE RESPONSIBILITY OF BURRIS; (B) SUCH MANUFACTURER'S WARRANTY MAY CONTAIN LIMITATIONS; AND (C) CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES WHICH ARE NOT COVERED BY SUCH MANUFACTURER'S WARRANTY.**

**16. LIMITATION OF LIABILITY. IN NO EVENT SHALL BURRIS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS) OF ANY NATURE WHATSOEVER WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BURRIS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (A) THE FEES PAID TO BURRIS PURSUANT TO THE AGREEMENT IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) \$1,000.00.**

**17. Force Majeure.** Burris shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay caused by or resulting from acts or circumstances beyond Burris's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, an inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

**18. Storage.** Customer agrees to pick up the Equipment immediately upon being notified that the Services are complete. Should Burris be in possession of Equipment, Goods, other parts, or any merchandise related to the Services beyond ten (10) business days after said notification, Customer, shall pay to Burris a daily storage charge of Burris's posted storage fees at the time of Service Contract commencement. Customer shall bear all risk of loss or damage to the Equipment while stored by Burris.

**19. Third-Party Beneficiaries.** This Agreement benefits solely the Parties and their respective permitted successors and assigns. Nothing in this Agreement, whether express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**20. Taxes.** Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder, excluding any taxes imposed on, or with respect to, Burris's income, revenues, gross receipts, personnel, real or personal property, or other assets unless otherwise specified. Customer shall pay all costs of transportation, which include but are not limited to government duties, local taxes, customs fees, and shipping costs regardless of whether they arise before, during, or after performance of the Services.

**21. Ancillary Systems.** Burris may deactivate or interrupt mechanical and electrical systems embedded in the Equipment or in the Customer's premises (including fire suppression systems) to perform the Services. Customer shall be responsible for reactivating such systems after completion of the Services. Burris shall have no responsibility for reactivating, testing, or operating any such system.

**22. Customer's Default.** As used herein, the term "Customer's Default" means any of the following events: (a) Customer fails to pay any Service Payment or other amount due under the Agreement within ten (10) days after the same shall have become due; (b) Customer fails to pay to Burris the full amount of the Service Payment; (c) any warranty or representation made by Customer herein proves to have been false or misleading when made; (d) there is a material adverse change in Customer's financial condition since the date that Burris issued the Estimate; or (e) Customer is dissolved.

**23. Burris's Remedies.** Upon the occurrence of a Customer's Default, Burris may do one or more of the following as Burris in its sole discretion shall elect: (a) proceed by appropriate court action to enforce performance by Customer of the Agreement or to recover damages, including incidental and consequential damages, for the breach thereof; (b) by notice in writing to Customer, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (c) by written notice to Customer, declare and demand the balance of all unpaid amounts and all other charges of any kind required of Customer under the Agreement to be payable on or before a specified date (the "Remedy Date") which amounts Customer shall pay to Burris, on the Remedy Date, as liquidated damages for loss of a bargain and not as a penalty; and (d) exercise any other right or remedy available to Burris under applicable law. Customer will reimburse Burris for all reasonable costs, expenses, and legal fees, expert witness fees, bond costs, and special process fees incurred in enforcing Burris's rights under the Agreement, before or in connection with litigation or arbitration, and for any deficiency in the disposition of the Equipment. Burris's recovery hereunder shall in no event exceed the maximum recovery permitted by law. None of Burris's rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to Burris at law or in equity, and no express or implied waiver by Burris of any Customer's Default shall constitute a waiver of any other Customer's Default or a waiver of any of Burris's rights.

**24. Obligations Survive Agreement Term.** The indemnities and assumptions of risk, liabilities, and obligations by Customer arising under the Agreement will continue in effect after the termination of Agreement regardless of the reason for termination.

**25. Notices.** All notices and other communications hereunder shall be in writing and shall be transmitted by hand, by electronic delivery, by overnight courier, or by certified mail (return receipt requested), US postage prepaid. Such notices and other communications shall be addressed to the respective party at the address set forth above or at such other address as any party may, from time to time, designate by notice duly given in accordance with this section. Such notices and other communications shall be effective upon the earlier of receipt or three days after mailing if mailed in accordance with the terms herein.

**26. Governing Law. Waiver of Trial by Jury.** The Agreement is being delivered in and shall be governed by and construed in accordance with the laws of the state of Illinois, including all matters of construction, validity and performance, without giving effect to any choice of law or conflict of laws. BURRIS AND CUSTOMER HEREBY EACH WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE EQUIPMENT. THIS WAIVER IS MADE KNOWINGLY, WILLINGLY, AND VOLUNTARILY BY BURRIS AND CUSTOMER WHO EACH ACKNOWLEDGE THAT NO REPRESENTATIONS HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THE AGREEMENT.

**27. Miscellaneous. (a) Disclaimer of Agency.** Customer acknowledges that Customer is not Burris's agent for any purpose. (b) **Severability.** The provisions of this Agreement shall be severable, so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions. (c) **Assignment of Rights.** Neither this Agreement nor any of the Customer's rights hereunder shall be assigned, except with Burris's written consent. (d) **Headings.** Headings are for reference and do not affect the interpretation of the Agreement; (e) **Time is of the Essence.** Time is of the essence in this Agreement.