bibliotheca Sales Agreement (US)

This bibliotheca Sales Agreement ("**Agreement**") is entered into on _____ 20__ ("**Effective Date**"), between bibliotheca, LLC, a Delaware limited liability company with offices located at 3169 Holcomb Bridge Rd., Ste. 200, Norcross, Georgia 30071 ("**bibliotheca**") and Riverside Public Library, with offices located at 3900 Mission Inn Ave. Riverside, CA 92501 ("**Customer**"). Upon mutual written agreement of the parties, bibliotheca may sell Products and/or Services (as defined below) to entities affiliated with Customer ("**Customer Entities**"). Each Purchase Order issued by a Customer Entity and accepted by bibliotheca that references this Agreement will be made subject to and deemed to automatically incorporate the terms of this Agreement.   Each Customer Entity will be solely responsible for performance of all of its obligations under its respective Purchase Order.

1.   Product Purchases; Services; Quotes.   bibliotheca shall provide those products and/or services specified on a bibliotheca quote ("**Products**" or "**Services**") which is provided in writing (or electronically) by bibliotheca to Customer ("**Quote**").   Each Quote shall be attached (or deemed attached hereto) as Exhibit 1 and incorporated herein by reference.

2.   Shipment; Title.   All Products delivered to Customer under this Agreement shall be shipped F.O.B. destination to the location stated on Customer's Purchase Order. Title and risk of loss shall pass to Customer upon delivery. While bibliotheca will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by bibliotheca, all shipping dates are approximate and not guaranteed.   bibliotheca reserves the right to make partial shipments. Products are deemed automatically accepted on date of delivery; subject to bibliotheca's return policy, a current copy of which can be found at h[ttps://www.bibliotheca.com/sales-terms-](https://www.bibliotheca.com/sales-terms-conditions/) [conditions/](https://www.bibliotheca.com/sales-terms-conditions/). All returns will be governed by the bibliotheca return policy in effect as of the date of Customer's Purchase Order.

3.   Purchase Orders. Customer shall issue a Purchase Order for each purchase under this Agreement.   Once accepted by bibliotheca, changes to Purchase Orders can only be made if agreed upon in writing by both parties. No preprinted, additional or different terms submitted by either party (in a purchase order or other document) shall operate to modify this Agreement or any Quote.

4.   Implementation. bibliotheca will provide set-up and configuration services for Products (if applicable) at Customer's location pursuant to a mutually agreed schedule.   Site preparation will be provided by Customer prior to the scheduled date, and will include electrical power, data drop, conduit runs, hole drilling, moving existing fixtures, and other requirements as may be required.

5.   Payment; Taxes.

5.1 Pricing; Payment. bibliotheca will invoice Customer for the Products and Services at the prices as provided in the applicable Quote in U.S. dollars. Unless otherwise set forth in the applicable Quote, all prices include set up and configuration, if applicable to the Products being purchased. Customer will be responsible to pay all shipping and insurance costs applicable to delivery of the Products, as set forth in the applicable invoice. Customer shall pay each invoice within 30 days from the date of invoice.   Unless otherwise stated on a Quote, all invoices for Products will be issued upon shipment and all invoices for Services will be issued annually in advance.   After the first year, fees for Services will be subject to annual increases, not to exceed 10% per year. Any amounts not paid when due shall accrue interest at a rate of 1.5% per month or the highest rate allowed by applicable law (whichever is greater), until paid in full. Customer hereby grants to

bibliotheca a security interest in the Products to secure payment in full. Customer authorizes bibliotheca, at its election, to file a financing statement reflecting such security interest.

5.2 Taxes. Customer agrees it shall be solely liable for and will pay any applicable taxes, fees duties, customs charges, import fees or other charges imposed or assessed with respect to the Services or Products ordered under this Agreement, excluding taxes based upon bibliotheca's net income. In the event that the Customer is exempt from any such taxes, prior to or simultaneously with the issuance of a Purchase Order, Customer shall provide bibliotheca with a tax exemption certificate valid in the location of delivery or similar document in a form satisfactory to bibliotheca.

6.   Term and Termination of Agreement. This Agreement shall commence upon the Effective Date and shall remain in effect until terminated as follows: (a) by bibliotheca if Customer fails to pay a past due balance within five (5) days after receipt of written notice from bibliotheca; (b) by either party if the other party fails to cure any breach of this Agreement within thirty (30) days after written notice to the breaching party; (c) by either party immediately upon written notice to the other party if such other party: (i) becomes insolvent; (ii) is involved in a liquidation or termination of its business; (iii) files a bankruptcy petition or has an involuntary bankruptcy petition filed against (if not dismissed within 30 days of filing); or (iv) makes an assignment for the benefit of its creditors, and (d) by either party upon at least 30 days prior written notice to the other party at any time when there are no outstanding Purchase Orders. Regardless of the reason for termination, Customer shall remain responsible for payment according to the terms and conditions of this Agreement for all Products and Services delivered as of the effective date of termination.

7.   Intellectual Property.

7.1 Software. Certain Products sold under this Agreement may include bibliotheca's proprietary software, firmware and documentation ("**bibliotheca Software**") or software and documentation that is not owned by bibliotheca, but which is incorporated into or used with a Product ("**Third Party Software**"). bibliotheca Software includes any error fixes or update provided by bibliotheca as a result of Support and Maintenance Services provided to Customer under this Agreement.

7.2 License to bibliotheca Software. bibliotheca grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable right to use the Bibliotheca software in connection with Customer's use of the specific Product on which it was delivered to Customer. In addition, Customer may print a reasonable number of copies of documentation included with the bibliotheca Software for its internal use.   bibliotheca makes no representation or warranty of any kind, express or implied, with respect to any bibliotheca Software. Customer's sole and exclusive remedy for any errors or issues arising in connection with the bibliotheca Software will be as set forth in bibliotheca's then-current Support and Maintenance Policy as applicable to software. Bibliotheca will have no obligation to provide support or maintenance for any software unless Customer is currently purchasing Support and Maintenance services.

7.3 Third Party Software. bibliotheca makes no representation or warranty of any kind, express or implied, with respect to any Third Party Software. Accordingly, bibliotheca shall have no liability or responsibility whatsoever on account of the failure, malfunction, or use of any Third Party Software, and same are hereby waived by Customer. Any Third Party Software delivered to Customer by bibliotheca is delivered "AS IS" and with "ALL FAULTS". All Third Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to Customer upon request from such third party, contained in such third

party's software installation package, and/or available on such third party's website. Customer hereby agrees to comply with and be bound by such license terms and conditions.

7.4 Restrictions. Customer will not (a) download, de-install or otherwise use any bibliotheca Software or Third Party Software separate from the Product on which it was delivered; (b) modify, translate, disassemble, reverse engineer or create derivative works of the bibliotheca Software or Third Party Software, or sublicense or distribute the bibliotheca Software or firmware or the accompanying documentation in any form to any person; or (c) remove any proprietary notice, labels, or marks on the bibliotheca Software, documentation or Products. Library agrees to reproduce all copyright and proprietary rights notices included in any documentation that it prints.

7.5 Reservation of Rights. All bibliotheca Software and Third Party Software is licensed and not sold. Except for the license rights expressly granted herein, all right, title and interest, including all intellectual property and proprietary rights, in and to the Products, bibliotheca Software and/or Third Party Software remains with and is reserved by bibliotheca and its licensors or suppliers.

8.   Support Services; Limited Warranties; Warranty Disclaimers

8.1 Support and Maintenance Services. bibliotheca will use commercially reasonable efforts to provide support and maintenance for Products for one year, beginning on the date of delivery to Customer, in accordance with bibliotheca's then-current Support and Maintenance Policy, the current version of which is located at https://www.bibliotheca.com/sales-terms-conditions/. Unless otherwise included in the applicable Quote, Customer may elect to purchase Support and Maintenance Services after the first year at bibliotheca's then-current rates.

8.2 Limited Product Warranty. bibliotheca warrants Products for 1-year following the date of delivery to Customer in accordance with its Limited Product Warranty, the current version of which is located at https://www.bibliotheca.com/sales-terms-conditions/.

8.3 Limited Services Warranty. bibliotheca warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. Customer's sole and exclusive remedy for bibliotheca's failure to meet the foregoing limited warranty will be notify bibliotheca in writing within 30 days following delivery of the Services and bibliotheca will use commercially reasonable efforts to correct any defective workmanship at no additional cost to Customer.

8.4 Warranty Disclaimers. ALL PRODUCTS, SOFTWARE AND SERVICES PROVIDED BY bibliotheca UNDER THIS AGREEMENT ARE PROVIDED "AS IS", WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, bibliotheca MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. bibliotheca DOES NOT WARRANT THAT THE PRODUCTS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

9.   Limitation of Liability.   IN NO EVENT SHALL BIBLIOTHECA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY Customer OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BIBLIOTHECA's ENTIRE LIABILITY HERUNDER AND CUSTOMER'S EXCLUSIVE REMEDY FOR

DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CUSTOMER TO BIBLIOTHECA DURING THE 6 MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM FIRST AROSE.

10.   Indemnification. Customer agrees to indemnify, defend (at its own expense with counsel satisfactory to bibliotheca) and hold bibliotheca harmless from any and all claims demand, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage which suffered by bibliotheca as a result of injury to persons (including death) and property arising from: (i) the removal or modification to bibliotheca-furnished safety features; (ii) the disregard of bibliotheca-furnished user safety instructions, (iii) any information, representation, reports or data furnished or prepared by Customer, (iv) Customer's failure to properly instruct employees regarding the proper use and maintenance of the Products; and/or (v) Customer's breach of this Agreement, including any infringement or violation of any bibliotheca intellectual property rights.

11, Confidentiality. Any information supplied by bibliotheca in response to Customer's request for quotation and any information provided by bibliotheca regarding the Products and Services (including the Documentation) is confidential information of bibliotheca. Customer will not use any bibliotheca confidential information for any purpose other than to evaluate bibliotheca's proposal and as strictly necessary to exercise the rights granted herein to any Products or Services.

12. General

12.1 Governing Law; Venue; Jurisdiction. Any claim or dispute arising from, or relating to, this Agreement will be governed by the laws of the State of Georgia, U.S.A., without regard to its conflicts of law provisions. The UN Convention on the International Sale of Goods (1980, as amended from time to time) will not apply to this Agreement or any transaction relating thereto. Library irrevocably agrees to exclusive venue and personal jurisdiction in the courts in Gwinnett County, Georgia. If either party institutes any legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs (including fees and costs of experts). No suit or action may or will be brought against bibliotheca, its agents, employees, subsidiaries, affiliates or parents more than 1 year after the incident that resulted in the loss, damage or injury occurred.

12.2 Assignment. Library may not assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without bibliotheca's prior written consent. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

12.3 Waiver; Enforceability; Notices. The waiver of any provision or default of this Agreement will not constitute a waiver of any other provision or default. If any provision of this Agreement is deemed to be unenforceable, the remaining provisions will remain in full force and effect. Any notices or other communication under this Agreement must be in writing and delivered in person or sent by first class mail or overnight courier to the address for the recipient specified above, or as changed through written notice to the other party. Either party may from time to time give the other party notice of such change in address in accordance with this section. This Agreement may be executed by facsimile and in counterparts, which together will constitute one and the same agreement. Each party agrees that it has not relied on any representation, warranty, or

provision not expressly stated herein and that no oral statement has been made to either party in any way tends to waive any of these terms.

12.4 Force Majeure. bibliotheca shall not be liable for any delays or failure to perform with respect to this Agreement due to acts of God, terrorism, war, riots, labor or materials shortages, or other causes beyond its reasonable control. ("Force Majeure") If bibliotheca determines that its ability to supply the total demand for the Products is hindered, limited or made impracticable due to a Force Majeure event, bibliotheca may allocate its available supply of Products or such material (without obligation to acquire other supplies of any such Products or materials) among itself and its customers on such basis as bibliotheca determines to be equitable without liability for any failure or performance which may result therefrom.

12.5 Remedies. Except as otherwise expressly provided herein, no remedy conferred hereunder is intended to be exclusive of any other remedy now or hereafter provided under this Agreement, or at law or in equity, and the election of any one or more such available remedies by any of the parties will not constitute a waiver of the right of such party to other available remedies. Customer is solely responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs.

12.6 Relationship of Parties; Entire Agreement. This Agreement (which includes all Exhibits): (a) is non-exclusive, (b) constitutes the parties' entire agreement with respect to the subject matter hereof, and (c) may be amended only by a writing signed by both parties, and (d) does not create any partnership, joint venture or agency relationship between the parties. No modification shall be affected by bibliotheca's receipt or acceptance of Customer's purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein, all of which are objected to by bibliotheca. The parties are independent contractors. Neither party has any power or authority to bind the other party. This Agreement will not create the relationship of agency, employment, partnership, franchise, joint venture, or any similar other relationship. Each party will be responsible for all income taxes, unemployment taxes, social security, workers' compensation insurance, and other taxes, expenses or deductions arising from its performance. This Agreement is intended solely for the benefit of the parties hereto, and does not confer upon any third party the status of a third-party beneficiary. The terms "include," "includes," and "including," mean "include but are not limited to," "includes but is not limited to," and "including, but not limited to," respectively. The respective obligations of the Customer and bibliotheca which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, the obligations regarding payment, taxes, indemnification, confidentiality, warranty, warranty disclaimers and limitations of liability, shall survive termination or expiration. bibliotheca will have the right to issue a press release describing, and otherwise publicly disclose, the general relationship of the parties and shall also have the right to use the name and logo of Customer as a customer of bibliotheca in promotional materials, including on its website.

12.7 Inter-Local Purchase. To the extent permitted by local, state and federal law, if provided products are purchased at similar quantities and are of a similar nature, the prices and applicable terms and conditions, in part or in whole, may be extended to other similar governmental and non-governmental bodies by bibliotheca.

By the signature of its respective authorized representative, each of the parties agrees to be bound by this Agreement.

BIBLIOTHECA, LLC   **[CUSTOMER]**

Signature: _____   **Signature:** _____

Name: _____   **Name:** _____

Title: _____   **Title:** _____

Date: _____   **Date:** _____

III bibliotheca®

Bill To
Riverside Public Library
3900 Mission Inn Ave
Riverside CA 92501-3252
United States

Ship To
Riverside Public Library
3900 Mission Inn Ave
Riverside CA 92501-3252
United States

Quote QUO-US15875

Date	02/23/2024

Customer:	C0005098-US	Payment Terms:	Net 30 Days
Quote Expiration:	06/15/2024	Sales Rep:	Hilary Paane

Item	Quantity	Net Price	Net Extended
Freight Standard Service SHP000001-000	1	0.00	0.00
PRE-SITE SURVEY SVC000003-000	7	649.00	4,543.00
	Total:		**4,543.00**

Terms and Conditions:

After 60 days, Bibliotheca, reserves the right to revise quote.
Freight charges are estimated, actual charges will be billed.
AMH systems will be invoiced at 50% order placement, 40% shipment, 10% at acceptance
All prices including Service and Maintenance do not include any applicable sales tax.
A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers
A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

https://www.bibliotheca.com/terms-of-sale-agreement/

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

///bibliotheca®

Bill To
Riverside Public Library
3900 Mission Inn Ave
Riverside CA 92501-3252
United States

Ship To
Riverside Public Library
3900 Mission Inn Ave
Riverside CA 92501-3252
United States

Quote   QUO-US16002

		Date	02/27/2024
Customer:	C0005098-US	Payment Terms:	50% on Order, 40% Shipment, 10%
Quote Expiration:	05/27/2024		
		Sales Rep:	Hilary Paane
Memo (External):	*Our technicians will be paid prevailing wages if they meet a prevailing wage category. Generally, they are not in a trade listed as we are not construction.		

Item	Quantity	Net Price	Net Extended
Freight Standard Service SHP000001-000	1	11,800.00	11,800.00
Introduction to remoteLocker EDU020011-000	1	1,350.00	1,350.00
Remote Locker, Outdoor Control unit 17 RML000100-000	7	10,626.71	74,386.97
Support & Maintenance: remoteLocker Outdoor Control unit 17 RML000100-000-SER	28	2,619.77	73,353.56
remoteLocker Outdoor Add-on 22 RML000101-000	2	8,964.79	17,929.58
Support & Maintenance: remoteLocker Outdoor Add-on 22 RML000101-000-SER	8	1,201.48	9,611.84

Sub Total:		**188,431.95**
Tax		6,054.92
Total		**194,486.87**

Terms and Conditions:

After 60 days, Bibliotheca, reserves the right to revise quote.
Freight charges are estimated, actual charges will be billed.
AMH systems will be invoiced at 50% order placement, 40% shipment, 10% at acceptance
All prices including Service and Maintenance do not include any applicable sales tax.
A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers
A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

https://www.bibliotheca.com/terms-of-sale-agreement/

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

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Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____