

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	03/13/17	Meeting Date:	03/20/17
Contact Information:			
Requested by:	Chief Dan McElyea		
On Behalf of Organization or Individual:		Fire Department	
Telephone:	(317) 736-3650		
Email address:	dmcelyea@franklin.in.gov		
Mailing Address:	1800 Thornburg Lane, Franklin, IN 46131		
Describe Request:			
Request to approve and sign contract from Impact Networking, LLC.			
List Supporting Documentation Provided:			
Impact Networking, LLC Maintenance Agreement and Sales Order			
Who will present the request?			
Name:	Chief Dan McElyea	Telephone:	(317) 736-3650

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.



Impact Networking, LLC

13875 West Boulton Blvd.
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax
www.ImpactNetworking.com

Maintenance Agreement

Bill to Location

City of Franklin Fire Department

COMPANY NAME

Dan McElyea

CONTACT

1800 Thornburg

ADDRESS

Franklin

CITY

IN

STATE

46131

ZIP

dmcelyea@franklin.in.gov

EMAIL

317-736-3650

PHONE

FAX

☐ Maintenance Agreement

☐ MPS Agreement (Does not include auto toner fulfillment)

☒ MPS Platinum (Contract includes auto toner fulfillment for properly reporting networked devices.)

- 3 hour response time guaranteed with state-of-the-art call system.
- Emergency calls 7 days a week 24 hours a day.
- Full line factory trained technicians.
- All parts replaced at no charge (unless otherwise noted.)
- Proactive preventative maintenance, including 100% labor and parts.

Maintenance Agreement Options

Base Billing ☒ Annual

Excess Billing ☒ Semi-Annual

Options: ☐ Quarterly

Options: ☐ Quarterly

☐ Monthly

☐ Monthly

☐ See attached Equipment Schedule which is incorporated herein by reference.

of advanced payments: 0

Device or Group

Base Amount

Image Allowance

Excess Image Charge

BW

Color

BW

Color

Konica Minolta c258

12,000

2,500

.01

.075

Total Payment Amount: \$ 300.00

Notes/Special Instructions

Maintenance agreement cancellable by City of Franklin upon 30 day written cancellation notice

The term of this Agreement is 60 months from the effective date. Impact agrees to furnish the Customer in accordance with the terms and conditions of this Agreement.

This contract is for 60 months(s) or the stated amount of copies, whichever comes first. Any copies above the stated amount will be billed at excess charge.

Contract includes all supplies except paper and staples. ☒ Yes ☐ No (All contracts that include supplies are based on manufacturers specified yield at 5% print or copy coverage. Any additional supplies beyond this spec will be charged to the customer at normal supply rates.)

Contract Effective Dates:

From

Day of Install

To

60 Months

Agreement: Please return with advanced payment in full. This contract is legally binding upon signature, and or purchase order. No service will be performed until payment is received. This agreement is non-cancellable for the term specified herein, except as provided herein. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement, no one is authorized to change, alter, or amend the terms or conditions of this agreement unless agreed to in writing by a partner of Impact Networking. Freight is charged to the client on all agreements.

Impact Authorized Signature

Date

Customer Authorized Signature

Date

Printed Name and Title

Printed Name and Title

Maintenance Agreement

1. **SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance by Impact Networking, LLC (hereafter referred to as "Impact") (during normal business hours); inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Impact. Paper and staples must be separately purchased by customer. This Agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required under normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, incorrect power and/or outlet, or causes beyond Impact's control are not covered. In addition, Impact may terminate this Agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Impact.
2. **LABOR PERFORMED:** Labor performed during a service call includes lubrication and cleaning of the equipment and adjustment, repair or replacement of parts. All parts necessary for the normal maintenance of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement, unless otherwise noted.
3. **SERVICE LIMITATIONS:** Customer agrees Impact will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement, (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment, (iv) placing the Equipment in an area that does not conform to Impact space, electrical and environmental requirements, (v) failure of improper telephone or electrical power, (vi) strikes, accidents, embargoes, or war (vii) Acts of God, lightning or other incidents of excess voltage or power surges, or (viii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider, due to improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If Impact provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Impact's then current rates for labor and parts. Customer agrees that Impact will not be required to make adjustments, repairs, or replacements if Impact is not provided reasonable access to the Equipment.
4. **ADVANCE INSPECTION:** Impact reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, can elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
5. **REMEDIAL MAINTENANCE:** During the term of this Agreement, Impact agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Impact is notified by Customer during the term of this Agreement that the equipment is not in good working condition, Impact will, during Impact's established normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement). If parts are not included in this Agreement, Impact will promptly provide a quote for the appropriate part(s). Impact's normal service hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Impact may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Customer agrees to pay for all travel and labor time for service calls after Impact's normal service hours, on weekends and on holidays at overtime rates in effect at the time the service call is made. Impact provides 24/7 service by calling 888-752-0052. Applicable rates will be given at time of call. Service at times other than Impact's established normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of Impact.
6. **RECONDITIONING:** When, in its sole discretion, Impact determines a shop reconditioning is necessary to keep the equipment in working condition, Impact will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to any other charges payable under this Agreement, refunding the unused portion of the maintenance charge. Thereafter, service will be available by Impact on a per call basis at Impact's published rates.
7. **CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass, dueling Equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable). Customer also agrees to provide suitable electrical service and maintain proper environmental conditions.
8. **AUTOMATIC RENEWAL OR TERMINATION:** This Agreement shall become effective upon Customer signature or Purchase Order Number and shall continue until the end of the agreed copy volume or time, whichever occurs first, unless canceled by Impact or if Customer breaches any of its obligations hereunder or otherwise to Impact. Unless otherwise indicated, this is an annual contract. This Agreement shall be renewed automatically unless Customer notifies Impact, in writing, not less than ninety (90) days prior to the renewal date. Impact reserves the right to cancel this contract at its discretion upon five (5) days written notice. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Maintenance Charges are subject to change in accordance with current volume, current prices and equipment age.
9. **CHARGES:** The initial charge for maintenance under this Agreement shall be the amount set forth on the front page of this Agreement. The Customer agrees to pay all additional charges for maintenance provided hereunder 10 days from the date of invoice for such charges. A late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is less, shall be charged on all overdue amounts from the date of invoice until paid. The Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due.
10. **SUPPLIES:** Toner-inclusive contracts are based on manufacturer supply consumption rates. Impact will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of the Service Provider.
11. **PERFORMANCE OF EQUIPMENT AND USE OF OUTSIDE SUPPLIES:** The equipment Impact sells is designed to give excellent performance with Impact supplies, including paper, developer, toner and fuser oil. If the Customer uses supplies other than the supplies specifically manufactured for the use in the equipment that is covered and such supplies are defective or not acceptable for use in the equipment, and they cause service problems or abnormally frequent service calls, or damage the equipment, then Impact may, at its option, terminate this Agreement and refund the unused portion of the maintenance charges. In that event, the Customer will be offered service on a "per call" basis at published rates, or Impact may, at its option, decline to make a service call. Impact may also decline to service the equipment for the purpose of converting the equipment to use supplies of a different manufacturer other than those supplies then being used. It is not a condition of this Agreement, however, that the Customer use only Impact authorized supplies.
12. **METER READINGS:** Customer agrees to provide Impact with accurate meter readings based on the billing term from the front of this Agreement, or if mutually agreed upon, to provide Impact with timely access to all Equipment so that Impact may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Impact reserves the right to estimate the meter reading from previous meter readings.
13. **EARLY CARTRIDGE EXCHANGE:** Should it be determined that toner supplies, provided by Impact, are exchanged at a percentage of 15+% or higher on a consistent basis (to be determined by Impact Networking, LLC) the customer will incur a charge for the following toner needed OR an account review must be held to determine a price escalation to cover the additional charges. The early exchange of toner cartridges/units incurs additional costs to Impact that must then be assumed by the Customer. Initial contract pricing is based upon the use of cartridges supplied by Impact Networking, LLC to a level of 7% and below, which the Customer agrees to by entering into this Agreement.
14. **DEFECTIVE SUPPLY RETURN POLICY:** In the event of a defective supply, the customer will notify Impact Networking and receive instructions on the proper return of the defective unit. Impact Networking will supply the prepaid means by which to return the item. It is the Customer's responsibility to ensure the defective item is returned following the instructions and return label provided within 5 business days of receipt of the replacement supply. If the product is not returned within the stated time period, or at least shown as shipped via Tracking number, the customer will be charged full retail value of the provided replacement supply.
15. **PRINTER REPLACEMENT DUE TO VALUE OF REPAIR:** Should it be determined that a printer repair will exceed 125% of the then-current value of the device, as determined by Impact Networking, LLC, the device will be considered un-repairable and be replaced/excluded for coverage. Replacement devices may be provided by Impact Networking, LLC at a percentage discount from retail to be determined by contractual value.
16. **NO WARRANTIES, EXPRESS OR IMPLIED:** IMPACT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IMPACT SHALL NOT BE LIABLE FOR DELAYS IN MAKING REPAIRS, OR FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
17. **LIABILITY LIMITATION:** Impact's total liability is limited to repair and maintenance under this Agreement. Impact will not be held liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. Impact will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Impact as hazardous to health and safety, Acts of God or government, labor difficulties or failure of improper transportation, telephone or power. In no event shall Impact be liable for loss of data resulting in delays in supplying service, repair of, or attempts to repair the Equipment by Customer or by agents, representatives, or employees of Impact.
18. **INDEMNITY:** With respect to, arising from, or in connection from this Agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Impact and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the negligence or misconduct of Impact or its agents, representatives or employees.
19. **RELOCATION OF EQUIPMENT:** Customer agrees to keep the Equipment at the installation address and shall not move it from that location without prior written consent of Impact, which shall not be unreasonably withheld. Customer shall be responsible for all costs associated with relocation, if the Equipment is moved to a new location, Impact shall have the right to charge a new rate for the new location and Customer agrees to pay the difference between the old rate and the new rate. Customer agrees that it shall not move any Equipment that is subject to this Agreement, or any subsequent agreement between Impact and Customer, beyond Impact's service zones. If the Equipment is moved beyond Impact's service zones, Impact may elect to cancel this Agreement and will refund the unused portion of the maintenance charge.
20. **CUSTOMER UPGRADE OF EQUIPMENT:** If the Customer upgrades its equipment covered by this Agreement to other Impact products, Impact will credit the unused portion of the Agreement towards a new equipment maintenance covering the new equipment at the published price in effect at the time of the upgrade for a one year period.
21. **DEFAULT:** Customer shall be in default under this Agreement if Customer: (i) fails to make any payment to Impact or its agent within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Impact may, in addition to other remedies, (i) refuse to service the Equipment until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due, (iii) furnish service on a C.O.D. "per call" basis at published rates; (iv) terminate this Agreement without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Customer agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder.
22. **PERSONAL GUARANTEE:** As additional inducement for Impact to enter into this Agreement, the undersigned (you) unconditionally, jointly and severally, personally guarantees that Customer will make all payments and all other charges required under the Agreement and any supplement when they are due and will perform all other obligations under the Agreement fully and promptly. You agree that Impact may make other arrangements with the Customer including extending the term and adding additional equipment and you will still be responsible for those payments and other obligations. Impact does not have to notify you if the Customer is in default. If customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the original terms of the Agreement and as modified by any supplement and will perform all other obligations of customer under the Agreement. It is not necessary for Impact to first proceed legally against the Customer. If it is necessary for us to proceed legally to enforce this guaranty against you or the Customer, you expressly consent to the jurisdiction of the courts set forth in Paragraphs 27 and 28 of this Agreement, and you agree to pay all costs, including attorney fees incurred in enforcement of this guaranty.
23. **TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Impact for all amounts paid or payable by Impact in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Impact's gross or net income.
24. **NOTICES:** Notices required under this Agreement shall be written and sent to Impact Networking, LLC at 953 Northpoint Blvd., Waukegan, IL 60085 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notice will be effective upon date of postmark.
25. **JURISDICTION:** This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois, Indiana.
26. **FORUM AND VENUE:** The Parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and/or Federal Courts of Illinois. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Cook County, Illinois shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over such dispute.
27. **ATTORNEYS FEES AND LITIGATION COSTS:** In the event of a claim or litigation arising from or relating to the subject matter of this Agreement, and if Impact Networking prevails in such claim or litigation, the Customer/buyer/lessee shall reimburse Impact Networking, LLC for all attorney's fees and costs resulting therefrom.
28. **ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the Customer to any further owners of the covered Equipment.
29. **CONFIDENTIALITY CLAUSE:** Impact recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Impact agrees to use its best efforts to treat Customer Information on a confidential basis. Impact agrees not to disclose any Customer Information to any person, firm or corporation except to Impact employees or holder of Owner's Interest who have a need to know such Customer Information to perform the services contemplated hereunder without Customer's prior written consent or unless subject to court order or subpoena.
30. **APPROVAL REQUIREMENT:** This Agreement shall not be binding on Impact until approved by the President of Impact Networking, LLC.
31. **SEVERABILITY:** If any provision, clause or section of this Agreement is adjudicated by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, all remaining provisions, clauses and sections shall remain in full force and effect.
32. **ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the Parties and supersedes all prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of the Agreement unless agreed to in writing. Any such writing must be approved and executed by the President of Impact Networking, LLC.

Customer Initial Here _____



Impact Networking, LLC

13875 West Boulton Blvd.
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax
www.ImpactNetworking.com

Point of Contact List

Accounts Payable

Name _____
Title _____
Address _____
Phone _____
Email _____

IT Department

Name _____
Title _____
Address _____
Phone _____
Email _____

Meter Reads

Name _____
Title _____
Address _____
Phone _____
Email _____

Confirmation of Supply Orders

Name _____
Title _____
Address _____
Phone _____
Email _____

Solutions

Name _____
Title _____
Address _____
Phone _____
Email _____

Other

Dept. _____
Name _____
Title _____
Address _____
Phone _____
Email _____



Impact Networking, LLC

13875 West Boulton Blvd.
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax
www.ImpactNetworking.com

Sales Order

Invoice to:

City of Franklin Fire Department

COMPANY NAME

Dan Mcelyea

CONTACT

1800 Thornburg

ADDRESS

Franklin, IN 46131

CITY / STATE / ZIP

317-736-3650

PHONE

FAX

dmcelyea@franklin.in.gov

EMAIL

Ship to:

Same as invoice

COMPANY NAME

CONTACT

ADDRESS

CITY / STATE / ZIP

PHONE

FAX

EMAIL

All Purchases are 50% down, 50% upon delivery ☒ Purchase ☐ Lease

Equipment Information

Quantity	Product Number	Description	Unit Cost	Amount
1	Konica Minolta	Bizhub c258		
		print/copy/scan		
		3 drawers, staple finisher, wireless printing		

No terms or conditions, express or implied, are authorized unless they appear on "original" of this order. This order includes the terms and conditions appearing hereon and on the reverse side hereof, and buyer agrees to be bound thereby. No modifications or additions thereto shall be binding upon Impact unless expressly consented to in writing by the president of Impact Networking LLC. All prices in effect for 30 days from Impact authorized signature date.

Subtotal	\$6,756.40
Tax	NPO/GOV
Freight	Included
Total	\$6,756.40

Notes

Impact will include delivery, installation and training at no cost. Impact will also provide additional training(if needed) at no additional cost as long as the machine is under a maintenance agreement.

Authorization

IMPACT AUTHORIZED SIGNATURE

CUSTOMER AUTHORIZED SIGNATURE

PRINTED NAME

DATE

PRINTED NAME

DATE

For Office Use Only

CUSTOMER NUMBER

ORDER NUMBER

DATE ORDERED

DATE REQUIRED

SHIP VIA

REP



Impact Networking, LLC

13875 West Boulton Blvd.
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax
www.ImpactNetworking.com

Sales Order Terms and Conditions

1. This order shall not be binding on Impact Networking, LLC until approved by a duly authorized representative of Impact Networking, LLC.
2. Delivery to the place of shipment specified herein shall constitute delivery to Buyer. All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact Networking, LLC reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Terms of payment for each shipment are 50% with order 50% on delivery. Buyer agrees to pay Impact Networking, LLC for all costs and expenses, including attorney fees, incurred by Impact Networking, LLC in establishing or enforcing its rights hereunder.
5. Impact Networking, LLC reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. Impact Networking, LLC shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
7. Impact Networking, LLC warrants that all goods covered by this order when delivered to Buyer will be of merchantable quality and free from defects in workmanship and material for a period of 30 days from delivery under normal use and conditions. Impact's obligation hereunder is expressly limited to the repair or replacement (at Impact Networking, LLC's election) of such defective parts as are returned to Impact, freight prepaid, within the warranty period and which are proven to be defective by Impact. If not repaired or replaced by Impact, Impact Networking, LLC's liability shall be limited to the stated selling price of such returned parts which are defective. This warranty does not extend to any goods which have been subject to misuse, neglect or accident, nor does it extend to any goods which have been repaired or altered other than by Impact Networking, LLC. Other repairs not under warranty will be at such cost as Impact Networking, LLC may from time to time generally establish. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IMPACT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
8. All claims of Buyer relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within ten days after receipt of goods by Buyer.
9. In the event of a claim or litigation relating to the subject matter of this Agreement, ~~the parties agree to submit the dispute to arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the state of Illinois. Each party will cover their respective legal fees.~~
10. This Agreement shall be governed by and construed exclusively according to the internal laws of the State of ~~Illinois~~ Indiana.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, oral or written, concerning the subject matter of the Agreement. Buyer represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact Networking, LLC shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact Networking, LLC.