



D-U-N-S 09-4738007  
FED. ID 58-2608861

District # 544  
283 Gibraltar Rd- Dock A  
HORSHAM, PA 19044-2305  
215-347-6500

INVOICE NO.

21619076

INVOICE DATE

05-04-20

Johnson Controls Fire Protection LP

CUSTOMER PO

CONTRACT #

64662647

MODIFIER

R02-FEB-2020

PAYMENT TERMS

NET 30

**Bill To:** 544-31030495

Thomas Edison State University  
111 W State Street  
ATTN: Holly MacDonald  
TRENTON NJ 08608-1101

**Ship To:** 544-30008350

Thomas Edison State University  
301 W STATE ST  
George A. Pruitt Hall  
TRENTON NJ 08618-0000

**Requestors Name:** Hoftiezer, David

CONTRACT DESCRIPTION

CONTRACT  
START DATE

CONTRACT  
END DATE

THOMAS EDISON STATE - SCHOOL OF NURSING MONITORING

01-JUN-20

31-MAY-22

INVOICE NOTES:

|                       |   |            |                           |   |          |
|-----------------------|---|------------|---------------------------|---|----------|
| Total Contract Amount | - | \$1,004.39 | Amount Of Current Invoice | - | \$502.20 |
|                       |   |            | Sales Tax                 | - | \$0.00   |
|                       |   |            | Total Amount Included     | - | \$502.20 |
|                       |   |            | Payment Received          | - | \$0.00   |

**Total Amount Due**  **\$502.20**



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE  
**502.20**

**BILL TO** Thomas Edison State University  
544-31030495  
**SHIP TO** Thomas Edison State University  
544-30008350

INVOICE NUMBER 21619076

INVOICE DATE 05-04-20

CUSTOMER P.O.

**REMIT TO** Johnson Controls Fire Protection LP  
Dept. CH 10320  
Palatine, IL 60055-0320

5000050220621619076

## TERMS AND CONDITIONS OF SALE

**1. Acknowledgement.** Customer acknowledges and agrees that equipment or services provided pursuant to this invoice shall be provided pursuant to the terms and conditions hereof, unless otherwise provided pursuant to an executed agreement between the parties.

**2. Payment.** Payment shall be made in accordance with the terms designated on this invoice. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees.

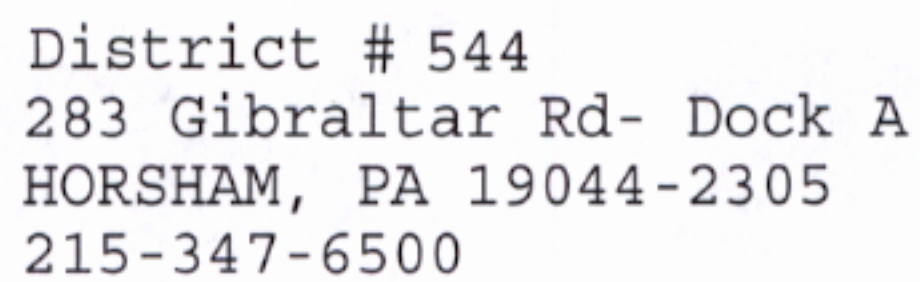
**3. Security Interest.** Customer grants to Johnson Controls Fire Protection LP ("Company") and Company retains a security interest in all equipment shipped pursuant to this invoice and proceeds thereof until Customer shall have made full payment. In the event of Customer's failure to make payment of any amount when due, the entire balance shall become due and payable immediately. In case of default, Company shall have the right to take possession of the equipment immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages and rental for said equipment. Customer shall not sell (except in the ordinary course of business), mortgage, pledge or lease said equipment without prior permission of Company.

**4. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Company's liability shall be limited to repair or replacement of equipment that Company's inspection discloses is defective. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. This warranty does not apply to equipment that has been subjected to abuse, mishandling, improper use or installation by any third party.

**5. No Acceptance.** Issuance of this invoice shall not be construed as an acceptance of the terms or conditions of any Customer purchase order or like document, or any certification of any kind by Company.

**6. Taxes.** Customer shall pay any tax, however designated, levied or based.

**7. General.** If any provision of this invoice is held by any court or other competent authority to be void or unenforceable in whole or in part, this invoice will continue to be valid as to the other provisions and the remainder of the affected provision. It is agreed that no suit, or cause of action or other proceeding shall be brought against Company more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this invoice.



05-04-20

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4. **Limited Warranty.** **COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.** Company's liability shall be limited to repair or replacement of equipment that Company's inspection discloses is defective. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.** This warranty does not apply to equipment that has been subjected to abuse, mishandling, improper use or installation by any third party.
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SA  
Customer Initial

TS  
Company Initial

The Company and Customer approve the deletion of "laws of Massachusetts" in section 7 of the Terms and Conditions of Sale, and the substitution of "laws of New Jersey." The parties further agree that this revision is effective for this and all future invoices for Thomas Edison State University submitted by Company to Customer.

Steve Albano

For Customer

Name: Steve Albano

Title: Treasurer

Date: 6/19/2020

Thomas Santiago

For Company

Name: Thomas Santiago

Title: Service manager

Date: 6-23-20