



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for  
 Quotation**

RFQ NUMBER  
**AGR0735**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**RON PRICE  
 304-558-0492**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Presstek, Inc.  
 Purchase Order and Bids address:  
 2350 E. Devon Ave. Ste. 350  
 Des Plaines, IL 60018

DEPARTMENT OF AGRICULTURE  
 PUBLICATIONS DIVISION  
 BUILDING 15  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 558-2222

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2006				

BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UCP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		700-73	171,010.00	171,010.00
DIRECT IMAGE 4 - COLOR PRESS  DIRECT IMAGE 4-COLOR OFFSET PRESS PER THE ATTACHED SPECIFICATIONS  THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.  VENDOR PREFERENCE CERTIFICATE  CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).  A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James J. Poff</i>	TELEPHONE 800-752-5139	DATE 11/27/06
TITLE General Counsel	FERN 02-0415170	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

to be made in the best interest of the State of West Virginia.

The State may accept or reject in part, or in whole, any bid.

All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.

Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.

5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
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**Purchase Order and Bid address:**  
**2350 E. Devon Ave., Ste. 350**  
**Des Plaines, IL 60018**

SHIP TO

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DATE PRINTED <b>11/09/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-            QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN            WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING            THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP            INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL,            PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDO            WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE            OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4)            YEARS IMMEDIATELY PRECEDING THE DATE OF THIS            CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR            WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS            A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH            HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF            BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE            FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS            CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE            REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT,            DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST            75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID            ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN            THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY            PRECEDING SUBMISSION OF THIS BID;            OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A            MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A            NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY            WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE            OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM            OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT,            DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>800-752-5139</b>	DATE <b>11/27/06</b>
TITLE <b>General Counsel</b>	FEIN <b>02-0415170</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p style="text-align: right;">BIDDER: <u>James A. Seafide</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>James A. Seafide</i>	TELEPHONE 800-752-5139	DATE 11/27/06	
TITLE General Counsel	FBN 02-0415170	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>DATE: <u>11/27/06</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>General Counsel</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 41</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <u>[Signature]</u>	TELEPHONE: <b>800-752-5139</b>	DATE: <u>11/27/06</u>
TITLE: <u>General Counsel</u>	FEN: <u>02-0415170</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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**Direct Image 4-Color Offset Press  
Remanufactured Heidelberg Quickmaster DI or equal**

Bidder shall supply costs for both purchase of press and lease/purchase over a 5-year term. -- complete the pricing section below.

1. Equipment must be remanufactured to original performance specifications, have a certificate of remanufacture and factory warranty equal to new equipment.
2. Equipment must utilize Direct Imaging technology.
3. Equipment shall be able to produce 4-color copies at a speed range of 3,500 to 10,000 sheets per hour.
4. Equipment shall be print at a resolution range of 1,270 to 2,540 dpi.
5. Must utilize polyester plates with a rated run length of at least 20,000 impressions, spooled in rolls of at least 35 plates.
6. Equipment shall provide acceptable copies on all paper weights ranging from 20# bond to 110# index, both coated and uncoated.
7. Equipment shall be able to print on paper sizes as large as 18"x13" and as small as 5.5"x3.5"
8. Must have ability to print single colors or multiple colors less than 4, utilizing corresponding plate(s). Example: Black & white jobs utilizing a single plate, spot color jobs utilizing 2-3 plates
9. Must have Facet RIP or equivalent
10. Equipment shall be compatible with Windows NT 4.0/2000/XP and connected directly to agency network.
11. Equipment shall have the capability to print documents using Adobe Postscript 3 and/or higher and Adobe PDF (Acrobat 7.0) formats
12. Imaging system must have 4 laser imaging modules with 16 diodes per module, with plates imaged directly on the plate cylinder.
13. Inking system must be waterless, with at least 3 form rollers per plate and 12 rollers in the ink train.
14. Must include infrared (IR) drying system.
15. Equipment must have a central control station which controls all press functions.





# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated

Vendor's Name: Presstex, Inc

Authorized Signature: [Signature] Date: 11/27/06

Corporate Office  
55 Executive Drive  
Hudson, NH 03051  
(603) 595-7000

Date: November 20, 2006  
Order # \_\_\_\_\_  
Purchase Order # \_\_\_\_\_

<input type="checkbox"/>	New
<input type="checkbox"/>	Demo (serial #) _____
<input checked="" type="checkbox"/>	Used - "As Is" (serial #) _____

Customer #			Customer #		
Ship To:			Bill To:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Phone:	Contact:		Phone:	Attn:	
Drop Ship To Rigger	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Rigger Name:		

**Equipment Status**

Purchase     Lease         Warranty Included (see attached)

Qty	Item #	Description	Unit Price	Extended Price
1	QMDICL	DI Certified Pre-Owned Quickmaster DI 46-4 Classic		
1	DIVS1	GTI D-5000 Viewing Station		
1	AMM07541	Case of PearlDry Plate Media		
1	FRIP	Facet RIP		
1	FPROOF	Facet 4800 Proofing Plug-in		
1	C593001UCM	Epson 4800 UltraChrome Printer		
1	C4800STAND	Epson 4800 Printer Stand		
1	C12C824341	Epson Ethernet Card		
1	D8DICOMPDX	RIP Server w/ DI Tools Software		
*		Includes Installation, Training & Warranty of:		
*		Standard Installation with Freight & Rigging		
*		5 Days Press Training, 3 Days Workflow Training		
*		3 Months Parts & Labor Warranty		
**		All Presstek lasers will be covered for as long as the buyer purchases Presstek PearlDry plates from Presstek.		

Special Instructions: \_\_\_\_\_

Net Total **\$161,360**

Trade-In: \_\_\_\_\_ Serial # \_\_\_\_\_

Shipping **\$9,650**

Comments: \_\_\_\_\_

Sales Tax **As Applicable**

(Price valid for 60 days)

Deposit w/ Order \_\_\_\_\_

Balance **\$171,010**

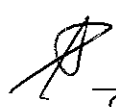
**Order Acceptance**

PAYMENT TERMS: \_\_\_\_\_ % with order; \_\_\_\_\_ % prior to shipment; \_\_\_\_\_ % upon certification by Seller of Completion of Installation  
BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT THIS AGREEMENT CANCELS, SUPERSEDES AND REPLACES ANY AND ALL PRIOR AGREEMENTS OR UNDERSTANDINGS, WRITTEN OR ORAL, WITH RESPECT TO THE PURCHASE, LEASE AND/OR LICENSE OF THE EQUIPMENT (see Item 26 in Terms & Conditions)

Approved By:

Approved By:

Presstek, Inc. \_\_\_\_\_



Company Name

Authorized Representative	Date	Customer Signature	Date
Dave Gresham			
Sales Representative (Please Print)	Rep. #	Customer Name (Please Print)	Title

\*\*\*THIS EQUIPMENT SALE AGREEMENT IS SUBJECT TO ACCEPTANCE BY A DULY AUTHORIZED REPRESENTATIVE OF PRESSTEK INC, AND SHALL NOT BE CONSIDERED A CONTRACT UNTIL WRITTEN ACKNOWLEDGEMENT IS FURNISHED TO BUYER BY SELLER

TERMS AND CONDITIONS OF SALE

1. Applicable Terms and Conditions The term "Equipment" wherever used in this Agreement shall mean all of the equipment described on page 1 and purchased or licensed by Buyer under this Equipment Sale Agreement. All quotations, orders, and acknowledgments, confirmations and invoices and the sale, lease or license by Seller of equipment, accessories, parts, software and supplies described on page 1 (collectively "Equipment") and purchased or licensed by Buyer under this Equipment Sale Agreement (the "Agreement") shall be governed solely by the express terms and conditions specified herein. Any additional or supplemental terms or conditions proposed by Buyer (whether orally or in writing) are hereby rejected by Seller, and where this transaction is initiated or accompanied by Buyer's purchase order or similar instrument, the express terms and conditions hereof shall prevail and control over any conflicting terms or conditions in such purchase order

2. Subject to Seller's Written Acceptance. This transaction is subject to credit approval and written acceptance and confirmation by an authorized officer or employee of Seller in Hudson, NH, and such acceptance is expressly conditioned upon Buyer's agreement and assent to Seller's terms and conditions set forth herein and in the attachments, if any. Upon the express written acceptance by Seller, this Agreement shall constitute the complete agreement between the parties. This Agreement is a firm Agreement and shall not be withdrawn by the Buyer for want or lack of consideration, nor shall the Buyer attempt to amend this Agreement without the express written approval of Seller. Any additional or different provisions to this Agreement shall be deemed material and are hereby objected to and rejected. No person has authority to make any claim, representation, warranty, promise, guarantee or commitment on behalf of Seller which is not expressed herein.

3. Prices; Title; Risk of Loss. All prices are:
[ ] F.O.B. point of shipment, and title shall pass to Buyer upon delivery to the first commercial carrier and the risk of loss, destruction and damage while in transit shall be borne by Buyer; OR
[X] F.O.B. point of destination, and title shall pass to Buyer upon delivery to Buyer's destination, and the risk of loss, destruction and damage while in transit shall be borne by Seller

If there is a delay in completion of shipment of the Equipment purchased under this Agreement, due to any change requested by Buyer or any delay on Buyer's part in furnishing information required for completion of this Agreement, the price agreed upon at the time of acceptance of this Agreement by Seller is subject to change.

As of the date of arrival of the Equipment at Buyer's premises, and until such time as full payment for such Equipment has been effected by Buyer, Buyer shall obtain and maintain insurance with respect to the Equipment, naming Seller as loss payee, to such extent and against such risks, hazards, and liabilities as is currently maintained by companies similarly situated (provided, however, that in no event shall the amount of insurance required to be maintained against damage to or loss of the Equipment be less than any balance owed to Seller with respect to the Equipment)

4. (a) Taxes. Prices stated herein are exclusive of all sales, use, excise, transfer and similar taxes, duties, levies, tariffs and other charges imposed by any governmental authority or agency, all of which shall be the sole and exclusive responsibility and obligation of Buyer. If such taxes are not included in an invoice for the Equipment, they may be invoiced separately later.

(b) State Sales/Use Tax.

Is Buyer exempt from State Sales/Use Tax?

[ ] YES [ ] NO

IF YES, PLEASE ATTACH A COPY OF EXEMPTION CERTIFICATE.

5. Handling Charges; Alterations to Premises, Etc. Seller shall arrange for the shipment of the Equipment to Buyer and shall charge Buyer for such shipment as set forth on the face page hereof. Prices are exclusive of handling charges for inside delivery of equipment, uncrating and installation, which charges shall be separately invoiced to and borne by Buyer. Handling charges do not cover the cost of any necessary alterations to Buyer's premises or required alterations to or adaptations of Buyer's electrical, heating, water, plumbing or similar utility services, the cost and responsibility for which shall be borne solely by Buyer; and Buyer agrees to provide and make all necessary arrangements therefore, at its expense, in advance of the intended date of installation. Failure of Buyer to make all alterations and other arrangements as prescribed in Seller's Pre-Installation Guide shall result in charges to Buyer for redelivery, supplemental service calls and other expenses arising therefrom.

6. Price Escalation. Prices are subject to change by Seller (i) to correct errors or mistakes or (ii) if tariff, freight rates or transportation charges are used in determining delivery prices, to reflect changes which may occur in such rates or charges prior to shipment

7. Terms of Payment; Interest on Overdue Accounts. Invoices shall be forwarded to Buyer upon shipment and shall be due and payable to Seller in full upon receipt thereof, in accordance with the payment terms set forth in this Agreement, without abatement, set-off or deduction of any amount whatsoever and despite any defense or counterclaim Buyer may have against Seller. Invoices which remain unpaid 45 days past the invoice date shall be assessed a finance charge from the date of invoice on the unpaid balance thereof at the rate of 1.5% per month, or the maximum lawful rate allowed under applicable law, whichever is less. In addition, Buyer shall pay all collection costs (including reasonable attorneys' fees and expenses) if collected by or through an attorney-at-law.

8. Delivery Dates; Partial Shipments. Delivery dates specified herein are only estimates which are subject to change, and Seller neither assumes any responsibility nor makes any guarantee or commitment in respect thereof. Seller reserves the right to ship all or part of the Equipment when the same shall be ready for shipment. If partial shipments are made, proportionate payments shall be due and payable upon receipt of the invoice for each partial shipment. In the event

Buyer's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Presstek, Inc. \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by Presstek Legal: \_\_\_\_\_

Buyer is unable to receive shipment or in the event Seller is prevented from making shipment due to causes beyond Seller's reasonable control, Seller shall store the Equipment at Buyer's risk and expense

delivery by Seller of the Product(s) specified on the front side hereof. Buyer's failure to observe this requirement shall subject Buyer to supplemental charges for removal and cartage at prevailing service call, labor and freight rates

9. **Installation.** Installation of any equipment or accessory therefore must be supervised by an employee of Seller or an authorized dealer/distributor of Seller in order to validate the stated warranties provided herein. Prior to installation, Buyer shall not handle, attempt to operate, or operate any Equipment except in the presence and under the supervision of authorized Seller personnel. After installation of the Equipment in accordance with Seller's direction, Buyer will not modify any Equipment without prior notification to and express written permission from Seller.

15. **Remedies** Without waiving any other rights or remedies available to it under applicable law or otherwise, Seller may, at its option, defer shipment or deliveries hereunder, or under or pursuant to any other contract with Buyer, until all past due accounts of Buyer to Seller have been satisfied in full. If Buyer fails to make payment when due and Seller determines its obligations hereunder to be insecure, Buyer shall promptly return to Seller, on demand, all Equipment furnished to Buyer hereunder for which payment in full has not been made, and if Buyer fails to so return such Equipment, Seller may, to the extent permitted by law, with or without notice and with or without legal process, enter upon any premises where such Equipment may be located and take possession of the same. Seller may then sell such Equipment, with or without notice, at private or public sale at which Seller may purchase, and the proceeds of such sale, less expenses of retaking, repairing, holding and reselling, will be applied to the unpaid purchase price without release of any deficiency, which deficiency (if any) shall be promptly paid by Buyer. Any surplus above the unpaid balance shall however be remitted by Seller to Buyer.

10. **All Sales Final; No Returns.** Unless otherwise specified, all sales are final, and except in the case of defective Product subject to warranty, Equipment may not be returned (whether for credit, refund, exchange or otherwise) by Buyer for any reason.

16. **Revision of Payment Terms.** Revision of payment terms provided for hereunder may be required by Seller due to changes in Buyer's credit rating or credit worthiness, and such revision may include, without limitation, cash payment before shipment.

11. **Patent Indemnity.** Seller shall indemnify Buyer from and against any direct liability (but not indirect, incidental, special or consequential damages) in respect of any claim based solely on infringement of any valid United States Letters Patent arising out of the manufacture, sale or use of any Product furnished by Seller to Buyer hereunder, provided that Buyer shall promptly notify seller of any such claim and shall give Seller the opportunity to defend such claim in its own behalf. Seller's indemnity hereunder shall not however apply to any infringement arising from the use of such Product in combination with other goods not furnished by Seller or the unauthorized alteration or modification of a Product furnished hereunder or where such infringement arises out of a particular process or particular equipment of another manufacturer where such process or equipment has been specified by Buyer.

17. **Force Majeure.** In no event shall Seller be responsible for any delay in or failure of performance hereunder where such delay or failure is due to causes beyond Seller's reasonable control, including without limitation fire, storm, flood, earthquake, explosion, accident, the failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, war, civil unrest, sabotage, epidemic, quarantine, material shortage, fuel or energy shortage, strike, work stoppage, labor unrest, freight embargo, transportation shortage or delay, the establishment of any priority systems by the United States government or any of its agencies, governmental act, judicial order or act of God.

12. **Limitation of Damages.** THE MAXIMUM LIABILITY OF SELLER HEREUNDER SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER AS SPECIFIED HEREIN, AND IN NO EVENT SHALL SELLER BE LIABLE HEREUNDER TO BUYER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) SUFFERED OR INCURRED BY BUYER OR SUCH OTHER PERSON EVEN IF SELLER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE

18. **Governing Law** This agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New Hampshire

13. **Used Parts** Equipment and parts purchased, leased or otherwise acquired hereunder may be either newly manufactured from either new, serviceable used or rebuilt parts which are equivalent to new in performance or assembled by Seller from serviceable used machines and parts previously installed, which equipment or parts shall at the time of shipment meet Seller's product specifications currently applicable to new equipment or parts, as the case may be

19. **Amendment.** This agreement may be amended, modified, or supplemented only by a written instrument executed by each of the parties hereto.

14. **Trade-In Equipment.** Trade-In Equipment, if any, shall be expressly identified in Exhibit A and shall be readied by Buyer at Buyer's expense for pickup by Seller at the time of

20. **Entire Agreement.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, THIS AGREEMENT SETS FORTH THE ENTIRE AGREEMENT OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES AND CANCELS ANY AND ALL PRIOR DISCUSSIONS, CORRESPONDENCE, AGREEMENTS OR UNDERSTANDINGS RELATING HERETO

 Buyer's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Presstek, Inc. \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by Presstek Legal: \_\_\_\_\_

21. **Waiver.** The failure of either party hereto, at any time, to require performance by the other party of any of its obligations hereunder shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party hereto of any remedy with respect to a breach of any provision hereof shall not be taken as a waiver of a remedy with respect to any succeeding breach of such provision or any breach of any other provision.

22. **Severability.** The parties agree that each provision contained in these Terms and Conditions of Sale shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in these Terms and Conditions of Sale shall, for any reason, be held to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the applicable law.

23. **Cancellation.** Once accepted by Seller, this Agreement is not cancelable, in whole or in part, unless such cancellation is mutually agreed to in writing by both parties

24. **Assignment.** Seller may assign its obligations hereunder to Seller's parent or any subsidiary or other affiliated corporation or entity. Buyer shall not have the right to assign or transfer any of its rights or obligations under the agreement to any third party, without the prior written consent of Seller

25. **No Resale.** Buyer is acquiring the Equipment for its own use and not for the purpose of resale, lease or other disposition.

26. **Integration; Modification.** The provisions hereof, including all attachments hereto, if any, represent the entire agreement between the parties with respect to the purchase and/or licensing of the Equipment, and cancel all prior understanding, written or oral. No amendment, waiver, or cancellation of any part of the Agreement shall be valid unless in writing and signed by an authorized representative of both parties.

27. **Purchase Order.** If a purchase order is issued by Buyer, or by any third party on behalf of Buyer, in connection with the purchase of the Equipment, none of the terms and conditions contained in such Purchase Order shall modify or supersede the terms and conditions of this Equipment Sale Agreement. Seller's failure to object to terms contained in any such Purchase Order, or other communication from or on behalf of Buyer, shall not be a waiver of the terms set forth in this provision or in this Agreement


28. **Headings.** All headings or captions used herein are for convenience of reference only and shall not limit or define these terms and conditions

29. **Confidential and Proprietary Information.** Any information, correspondence, drawings, manuals and other documents transmitted or communicated by Seller or the Manufacturer to Buyer and marked "confidential" or "proprietary," or which Buyer has reason to believe is such, shall be received and treated by Buyer in secrecy and confidence, and shall not be used by Buyer for any purpose except the purpose stated herein or otherwise authorized in writing by Seller, or disclosed by Buyer to any person or firm without the prior express written consent of Seller. Such confidential and proprietary information may be disseminated within Buyer's own organization only to the extent reasonably required for the proper operation of the System.

30. **Lease Financing.**  YES  NO

**IF YES, BUYER'S INITIALS REQUIRED:** \_\_\_\_\_

Buyer intends to seek third party financing for the purchase of the Seller Equipment described this Agreement. At Buyer's request, Seller will assist Buyer in obtaining third party lease financing. If Buyer is unable to qualify for financing, upon terms and conditions acceptable to Buyer in Buyer's sole discretion, Buyer shall have the right to rescind this Agreement upon written notification to Seller, provided, however, that such notification must be provided to, and received by, Seller prior to shipment of the Equipment by Seller to Buyer. In the event of such rescission, Seller will refund Buyer's deposit in its entirety.

 Buyer's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Presstek, Inc. \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by Presstek Legal: \_\_\_\_\_



**Presstek, Inc. Equipment Warranty**

Presstek Inc. ("Presstek") warrants the equipment purchased by the Customer to be free from defects in material and workmanship for the period shown below. **Parts found to be defective during the entire warranty period will be repaired or replaced by Presstek without charge, including all labor and transportation costs, subject to the Exclusions set forth below.** From the date of equipment installation for the period shown below, Presstek shall provide all necessary adjustments arising from Customer's normal use of the equipment which are not occasioned by accident, misuse, or negligence. This warranty is limited to equipment sold by Presstek to Customers in the continental United States.

<b>Core Equipment Category*</b>	Full Warranty Including Parts, Labor, and Travel from Date of Installation
<b>Customer's Initials</b> <b>X</b>	
DPM System	3 Months
Offset Press	12 Months
Presstek Certified Equipment	3 Months
Presstek DI Press	12 Months
Dimension/ VectorTX52 CTP	12 Months

<b>Finishing and Other Equipment Category*</b>	Total Warranty Months	Full Warranty Including Parts, Labor, Travel	Limited Wty- Defective Parts, Travel and Labor Tied to Job
		From Date of Installation	From Previous Wty Exp Date
<b>Customer's Initials</b> <b>X</b>			
All Models	12 Months	3 Months	9 Months

<b>Sold "As-Is" Equipment Category*</b>	Total Warranty Months	Full Warranty Including Parts, Labor, Travel,	Limited Wnty- Defective Parts, Travel and Labor Tied to Job
		From Date of Installation	From Previous Wty Exp Date
<b>Customer's Initials</b> <b>X</b>			
All Models	0 Months	0 Days	0 Days

**\*Customer must initial for the warranty that applies to the new equipment.**

**Warranty Labor-** Installation must be provided by Presstek or Presstek's authorized representative. Proof of the installation date must be provided to Presstek. Labor provided under the warranty will be performed during Presstek's normal working hours. However, calls requested for other than Presstek's normal working hours will be charged to Customer at Presstek's then-prevailing rate for after-hour service. The availability of service personnel for after-hour service will be determined solely by Presstek.

**EXCLUSIONS-** This warranty **SHALL NOT** apply to:

- (i) Damage to the EQUIPMENT or defective performance caused by fire, accident, acts of God, misuse, neglect, improper usage, Customer modifications, use of parts and/or supplies which were not certified by Presstek;
- (ii) Customer's failure to provide power and space requirements and/or environmental conditions specified in any document supplied by Presstek;
- (iii) Consumable nature parts: ex. rubber rollers, belts, lamps, mirror surfaces, copy board charts, fuses and other similar items, after NINETY (90) DAYS FROM THE DATE OF INSTALLATION.

**Equipment - Sold AS IS-** Equipment sold by Presstek "AS IS" is sold with no warranties, whether expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Presstek's Domestic (U.S.) Terms and Conditions of Sale shall not apply to any sale or lease of AS IS equipment. The buyer shall be responsible for the transportation of the equipment from its existing location to the desired new location. Such transportation shall be at the buyer's expense.

**LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES-** THIS WARRANTY AND THE LIABILITIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER LIABILITIES AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, TRADE PRACTICE OR OTHERWISE. PRESSTEK HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY AND LIABILITIES SET FORTH HEREIN CONSTITUTE THE ONLY WARRANTY OF PRESSTEK WITH RESPECT TO THE EQUIPMENT.

REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS PROVIDED ABOVE SHALL BE THE SOLE OBLIGATION OF PRESSTEK. THIS STATES THE EXCLUSIVE REMEDY AGAINST PRESSTEK RELATING TO THE EQUIPMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY LEGAL THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE. IN NO EVENT SHALL PRESSTEK BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING IN ANY MANNER WHATSOEVER, EVEN IF PRESSTEK HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE MAXIMUM LIABILITY OF PRESSTEK HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE EQUIPMENT COVERED BY THIS WARRANTY.

Customer's Initials **X**\_\_\_\_\_