



PURCHASE AGREEMENT

FP Mailing Solutions
140 N. Mitchell Ct.
Suite 200
Addison, IL 60101
(800) 341-6052 – ph
(800) 341-5141 – fax
www.fp-usa.com

☐ New Customer

☐ GSA

Existing Customer Number: _____

☐ Tax Exempt Certificate

Tax ID Number: _____

Promo Code: _____

BILL TO	Customer Name:	
	Contact Name:	
	Street Address:	
	City, County, State, ZIP:	
	CONTACT	PHONE
SHIP TO	Customer Name:	
	Contact Name:	
	Street Address:	
	City, County, State, ZIP:	
	CONTACT	PHONE

CUSTOMER PO NUMBER	SHIP DATE	SHIP VIA	TERMS

EQUIPMENT, ACCESSORIES, SUPPLIES, SERVICES	ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT PRICE	NET AMOUNT	
				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
					Shipping Charges	\$
					Documentation Fee	
PAYMENT TERMS: Unless specified differently, above terms will be: (1) Equipment - net receipt of invoice; (2) Supplies - net 30 days.				TOTAL AMOUNT OF ORDER	\$	
ACCEPTANCE: This Agreement is not valid until approved by FP Mailing Solutions. This is a binding order, not subject to cancellation. This order cannot be changed except in writing by a FP. This order is subject to the terms & conditions agreed to and made a part of the order.				TAXES (IF APPLICABLE)	\$	
CUSTOMER SIGNATURE		TITLE	LESS DEPOSIT		\$	
			CK. NO			
CUSTOMER PRINTED NAME		TITLE	Balance Due		\$	
FP REPRESENTATIVE		DATE				

FP SPECIAL PRICING APPROVAL

FP REPRESENTATIVE	DATE

Terms and Conditions

Customer offers to purchase, for business or commercial purposes, the personal property described on the reverse side hereof ("Equipment") for the Total Cost. Customer has requested, however, that FP provide them with the option of acquiring Equipment on the payment terms set forth on the reverse hereof. Customer's offer will be binding on FP when FP accepts it by having an authorized FP employee sign it. All payments and other sums due, and to become due, shall be payable to FP at the corporate office, until directed otherwise in writing. No finance charges are included in the Total Cost and no rebate will be available upon any prepayment hereof. Customer confirms that no discount has been offered as an inducement to pay the Total Cost on or prior to the dates set forth herein.

Any amount not paid when due hereunder shall bear late charges at the rate of 18% per annum, but not to exceed the highest rate permitted by law. If placed with an attorney for collection, customer agrees to pay, in addition to amount payable hereunder, attorney's fees (15% of the amount then due being deemed reasonable unless prohibited by law). Should customer fail to make any payments hereunder, then at the option of FP, all remaining installments shall immediately become due and payable. Customer waives presentment, demand for payment, notice of dishonor, and protest.

1. Warranty. FP's policy is a 90-day Manufacturer's Warranty on all equipment.
2. Claims Against Vendor. If customer has any claims regarding Equipment or any other matter arising from relationship with the vendor, customer must make them against the vendor since neither vendor nor any of its sales or other representatives are agents of FP.
3. Unconditional Obligation. Customer obligation to pay the Total Cost is absolute and unconditional whether or not invoiced by FP. Customer agrees, hereby, to make all payments hereunder without offset or counterclaim and regardless of any dispute with the vendor of Equipment, including, but not limited to, disputes under the vendor's warranties or loss or damage to Equipment or for any other reason.
4. Serial Numbers. Customer authorizes FP to insert serial numbers of Equipment in this Purchase Plan when determined.
5. Equipment Location. Equipment shall be delivered and not removed without FP consent from the "Equipment Location" shown on reverse side hereof; or if no location is specified, the customer billing address. FP shall have the right to inspect Equipment at any reasonable time during business hours.
6. Insurance. Customer shall provide, maintain, and pay for (a) insurance against the loss or theft or damage to the Equipment, for the full replacement value thereof, with the loss payable to FP, and (b) public liability and property damage insurance naming FP as an additional insured. All insurance shall be in form and amount and with insurance companies satisfactory to FP and shall contain the insurer's agreement to give 30 days written notice to FP before cancellation or material change of any policy of insurance. Upon FP request, customer shall deliver the policies or copies thereof or certificate of insurance to FP.
7. Loss or Damage. No loss or damage to the Equipment shall relieve the customer obligation to pay the Total Cost or any other obligation under the Purchase Plan. In the event of any such loss or damage, customer shall (a) place the Equipment in good condition and repair, or (b) replace the Equipment with like equipment in good condition and repair.
8. Taxes. Customer shall pay all charges and taxes [local, state, and federal) which may now or hereafter be imposed or levied upon the sale, purchase, personal property, ownership, possession, or use of the Equipment. Customer shall keep the equipment free and clear of all liens and encumbrances.
9. Customer shall indemnify, defend, and hold FP harmless from any cost, expenses, damages, fines, liabilities, or claims relating to or arising from the purchase, possession, use, condition, or return of the Equipment. Customer obligation under this Section survives Purchase Plan expiration or termination.
10. Assignment. Customer may not assign or transfer any interest in this Purchase Plan or the Equipment without the written consent of FP. FP may assign this Purchase Plan in whole or in part without notice to customer. If customer receives notice, customer will acknowledge receipt thereof in writing. Each assignee shall have all FP rights, but no obligations under the Purchase Plan. Customer shall not assert against assigned any defenses, counterclaims, or offsets. The Purchase Plan insures to the benefit of and is binding upon the heirs, legatees, successors, and assigns of the parties hereto.

11. Default. Without prejudice to other remedies at law, in equity, or otherwise provided herein, if customer fails to pay when due any amount required herein or under any other Agreement between either us or vendor, or if customer fails to perform any other obligation hereunder or thereunder continues for ten days after FP demands in writing performance thereof, or if customer provides or causes any false or misleading signature or representation to be provided to FP, or if customer becomes deceased, becomes legally incompetent, dissolved, terminated, ceases to operate as a going-concern, or becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject or any bankruptcy, insolvency, or debtor rehabilitation proceeding thereof (after deducting all expenses, including all attorney's fees incurred in connection therewith) to the Total Cost. In any event, FP may recover from customer all expenses, including attorney's fees, incurred in taking possession of the Equipment and in enforcing the Purchase Plan.

12. Title - Personal Property. Title to the Equipment and any and all replacements, substitutions, and repairs thereto shall pass to customer upon installation. However, customer agrees that FP shall have a security interest in the Equipment as set forth below.

13. Notices. Service of all notices under this Purchase Plan shall be sufficient if given personally, mailed, delivered by courier, or facsimile transmission, to the recipient at its respective address set forth on reverse side hereof, or at such other address as said party may provide in writing from time to time. Any mailed notice or confirmation shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid.

14. Miscellaneous. This instrument constitutes the entire agreement between the parties as to the subject matter contained herein, and it shall not be amended, altered, or changed, except by a written agreement signed by the parties hereto. No provision of this Purchase Plan can be waived except by the written consent of FP. Customer shall provide FP with such documents as reasonably requested from time to time. If more than one party is named as customer in the Purchase Plan, liability shall be joint and several. If FP so requests, customer shall execute such documents as FP shall request or require, including Uniform Commercial Code financing statements. However, customer authorizes FP to sign and file UCC financing statements on customer's behalf where permitted by the Uniform Commercial Code, and customer authorizes FP to do all other acts which FP may reasonably deem necessary to protect the interests of FP hereunder.

15. Agreement Acceptance. If FP is unable to accept this Purchase Plan for approval, FP will notify customer in writing to that effect. In such an event, customer has the right to a written statement of specific reasons thereof. To obtain this statement, customer may contact the FP representative as indicated on the FP notice to the customer within 60 days of the date customer is notified of FP's decision. FP will then send customer a written statement of reasons within 30 days of receiving the request.

NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONALITY, ORIGIN, SEX, MARITAL STATUS, OR AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT) OR BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION EQUAL CREDIT OPPORTUNITY, WASHINGTON DC, 20580.

16. Security Interest. As collateral, security for the prompt and complete payment and performance when due of all obligations hereunder, and in order to induce FP to enter into this Purchase Plan, by customer's execution above, customer hereby assigns, pledges, transfers, conveys, and grants to FP a continuing first priority security interest in and to, all of the customer's present and future right, title, and interest into and under the Equipment.