



Orchestrating a brighter world

# DISPATCH DOCUMENT

ORDER NO.
ORDER DATE
ORDER TIME
CUSTOMER NO.

CUSTOMER

NEC MGR. APPROVAL

SERVICE CENTER	MAP LOCATION	ZONE	TELEPHONE NUMBER	CONTACT	ORDER TYPE
SYSTEM:			P.O. BY:	PURCHASE ORDER NO.	<input type="checkbox"/> PREFIELD <input type="checkbox"/> CONTRACT INSTALL <input type="checkbox"/> CONTRACT ADD <input type="checkbox"/> WARRANTY REPAIR <input type="checkbox"/> MAINTENANCE REPAIR <input type="checkbox"/> BILLABLE REPAIR <input type="checkbox"/> BILLABLE ADD, MOVE, CHANGE <input type="checkbox"/> GENERAL EXPENSE
PROBLEM/REQUEST:			P.O. DATE:		
RESOLUTION CODE:				<input type="checkbox"/> JOB COMPLETE	<b>LABOR TYPE CODES</b> NO ENTRY = TECHNICIAN HOURS T = TRAVEL TIME R = RMAT HOURS E = ENGINEERING
RESOLUTION:					

LABOR						
DATE	EMP #/TECHNICIAN NAME	START TIME	STOP TIME	HOURS	LABOR TYPE	MILEAGE

PARTS							
PART NUMBER	DESCRIPTION	QTY. REQ.	QTY. SOLD	QTY. EXCH.	QTY. RTN.		

X

Service Technician

X

Print Name

Customer Signature

YOUR SIGNATURE INDICATES ACCEPTANCE OF THE TERMS ON PAGE 2 OF THIS DOCUMENT

## SERVICE TERMS

1. In this Agreement, NEC Corporation of America Inc. is hereinafter referred to as "Seller" and the Company purchasing Products and/or Services as detailed on the front side of this document is hereinafter referred to as "Purchaser" or "Customer"
2. **INSTALLATION DATE** - As used in this agreement, the "Installation date" shall mean the date on which the customer signs this work order indicating that the equipment is installed and is functioning so as to be substantially providing the service for which the equipment is intended- Minor omissions or variances in performances of the equipment, which do not materially affect the operation of the system as a whole shall affect or postpone the installation date,
3. **WARRANTY, TRANSFERABILITY DISCLAIMER** - Whether the equipment is purchased or leased, Seller hereby warrants equipment against defective parts and workmanship for a period of 9( ) days from the installation date. NEC SHALL HAVE NO LIABILITY FOR LOSS, DAMAGES OR EXPENSFS, DIRECTLY OR INDIRECTLY, ARISING FROM COMPANY'S INABILITY TO USE OR USE OF THE PRODUCE AND/OR SERVICES, OR A THIRD PARTY'S UNAUTHORIZED USE OF THE PRODUCTS AND/OR SERVICES, OR, WITH RESPECT NEC'S OBLIGATIONS UNDER AGREEMENT, FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. DAMAGES. OR EXPENSE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND OTHER EQUIPMENT FAILURE OR MALFUNCTION OR COMMERCIAL LOSS. COMPANY AGREES THAT NEC'S LABILITIES HEREUNDER, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, SHALL NOT EXCEED ANY AMOUNTS PAID BY THE COMPANY FOR THE PRODUCTS AND/OR SERVICES DURING THE TERM. NEC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCT AND/OR SERVICES COVERED HEREUNDER, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. AND WARRANTIES RELATED TO THIRD PARTY EQUIPMENT", MATERIAL, SERVICES OR SOFTWARE NOT PROVIDED HEREUNDER ARE EXPRESSLY EXCLUDED.
4. **MAINTENANCE SERVICE** - For a period of 30 days after installation date Seller shall provide regular maintenance service within twenty- four (24) hours of receipt of notice from customer requesting service. Emergency maintenance service however, will normally be rendered within four (4) hours of customer's request being received by Seller. For the purposes hereunder, emergency maintenance service is defined as that necessitated by a major failure of equipment to operate as required. Maintenance service will be rendered unless prevented by causes beyond Seller's reasonable control.
5. **EXTENDED MAINTENANCE SERVICE** - Whether the equipment is purchased or leased, Seller agrees that, after the expiration of the period of warranty provided for herein, it will make available to the customer the maintenance and services agreement in accordance with Seller's then prevailing rates.
6. **DEFAULT** - If any of customer's obligations to Seller are not promptly paid when due, or if customer breaches any provisions hereof, customer shall be in default hereunder and all unpaid installments shall become immediately due and payable. Upon customer's default, Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code and any other laws, including the right to any delinquent payments for which customer agrees to remain fully liable. Without prejudice to Seller's remedies hereunder, Seller shall be entitled to interest at the rate of I .5% per month or at the maximum rate permitted by law, whichever is lower, from the day for which due until paid. As long as any part of the contract price remains outstanding, customer shall furnish such financial statements as may reasonably be requested by Seller and security interest granted hereby shall continue effective, and title of the equipment shall remain in Seller irrespective of any retaking and redelivery of collateral of customer until all amounts secured hereby are fully paid in money.
7. **INSTALLATION; COOPERATION** - Whether the equipment is purchased or leased, Seller shall perform the installation in a good and workmanlike manner at its own expense but shall not be liable for damages to the customer's premises not caused by Seller's gross negligence or willful misconduct. Seller and customer shall cooperate fully in making the premises available and ready for such installation and in completing such installation. Customer shall also cooperate with Seller in obtaining all necessary consents and waivers from the owner of the premises in connection with such installation and shall supply all supplemental equipment necessary for the installation, such as conduits, back boards, provide a separate AC source and outlet, suitable environmental conditions and lighting.
8. **SEPARABILITY** - In the event that any provision hereof is held to be illegal, invalid or unenforceable, such provision shall be deemed to be separate from all of the other provisions and shall remain in full force and effect as if such illegal, invalid, or unenforceable provision were not a part hereof.
9. **COSTS OF ENFORCEMENT** - Customer shall pay Seller all costs and expenses (including reasonable attorney's fees to the extent permitted by law) incurred by Seller in enforcing the provisions hereof or in exercising any of the rights and remedies hereunder.
10. **NO MODIFICATIONS** - Seller and customer each represent that they have the power and authority to enter into this agreement and that the same constitutes the valid and binding obligation of each of the parties hereto. No modification, waiver or termination of this agreement may be made by an agreement in writing signed by an authorized representative of both Customer and Seller.
11. **JURISDICITON** - This agreement shall be governed by and construed according to the laws of the State of Texas, to the jurisdiction of whose courts the parties hereto hereby agree to submit.
12. **RESTRICTIVE COVENANT** - Each party agrees not to actively solicit and hire any employees or contractors of this other party who have directly been involved in the Services provided herein without the prior written consent of each party. Each party's obligation under this Section 12 shall continue for a period of one (1) year after completion of the Services performed herein without regard to conflict of law principles. Each party agrees to pay as liquidated damages, an amount equal to 100% of the affected employees' salary to the non-breaching party for violation of this provision.
13. **RELATIONSHIP OF PARTIES** - Each party undertakes performing its obligations pursuant to this Agreement as an independent contractor. Nothing contained herein or done pursuant to this Agreement shall make any party or its agents or employees the legal representative, agent or employee of any other party for any purpose whatsoever.

**Invoice Number:** 92820367  
**Invoice date:** 10/14/2022  
**Customer Account:** C240008320  
**Purchase Ord #:** 3200060872  
**End Cust P/O #:**  
**End User:**  
**End User #:**  
**Sales Order #:** 3960036005 09/21/2022  
**Project Number:**  
**Project Name:**  
**NEC Delivery #:**



192820367

**Invoice**

**Bill to Customer ( C244001247 )**

TOWN OF BELMONT  
 644 PLEASANT ST  
 BELMONT MA 02478-2521 US

**Ship to Customer ( C242025868 )**

TOWN OF BELMONT  
 221 CONCORD AVE  
 BELMONT MA 02478-3026 US

For questions about this invoice please call Collections at 800-342-1323

Or email @ - [Collectionsnecam@necam.com](mailto:Collectionsnecam@necam.com)

Tax Jur #: 2201700800

<b>Carrier:</b>	<b>Service Order:</b> 3400054587	<b>Delivery Terms:</b> PPO, PREPAID-ORIGIN
<b>Tracking #:</b>		<b>Payment Terms:</b> Net 30 Days
<b>Weight:</b> 0.000 LB		
<b>Packages:</b> 0		

Item	Material Cust. Matl #	Description Cust. Item	Order	Open	Invoiced	Price Ship Date	Amount
000410	Q24-DN000000106325 Q24-DN000000106325	MURPHEY 9/30/22 0930-1130 (BILLABLE) 410	2	0	2	155.00	310.00
000420	Q24-DN000000127050 Q24-DN000000127050	RESOURCE ASSIGNMENT 400	0	0	0	0.00	0.00
000430	Q24-DN000000106325 Q24-DN000000106325	TOOMBS 9/22/22 1030-1300 (NON-BILLABLE) 420	0	0	0	0.00	0.00

<<----- End of Invoice Section ----->>

**Approved by CHA sms**  
 11/29/2022 5:14:42 PM

[ Soldto Customer: TOWN OF BELMONT , BELMONT , MA , 02478-0900 , US ]

**Payment Info:** NEC Corporation of America  
 C/O JPM Chase

**Wire Transfer**  
 ABA# 021000021  
 Account# 1074160  
 Swift# CHASUS33

**ACH Transfer**  
 ABA# 071000013  
 Account# 1074160

**Remit Check To:** NEC Corporation of America  
 Lockbox#22529  
 22529 Network Place  
 Chicago, IL 60673-1225

**Sales:** 310.00  
**Freight:** 0.00

**Tax:** 0.00  
**Total Amount(USD):** 310.00

Terms and Conditions: This document is governed by the terms and conditions for sales found on the NECAM internet site at <http://www.necam.com/docs/?id=4ac834dd-04d8-4f01-b98a-2bdc1b2b863b> when not superseded by an existing agreement

**Invoice Number:** 92820367  
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**Customer Account:** C240008320  
**Purchase Ord #:** 3200060872  
**End Cust P/O #:**  
**End User:**  
**End User #:**  
**Sales Order #:** 3960036005 09/21/2022  
**Project Number:**  
**Project Name:**  
**NEC Delivery #:**



292820367

**Invoice Additional Detail Section**

**Bill to Customer ( C244001247 )**

TOWN OF BELMONT  
 644 PLEASANT ST  
 BELMONT MA 02478-2521 US

**Ship to Customer ( C242025868 )**

TOWN OF BELMONT  
 221 CONCORD AVE  
 BELMONT MA 02478-3026 US

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 Or email @ - [Collectionsnecam@necam.com](mailto:Collectionsnecam@necam.com)

Tax Jur #: 2201700800

Item	Additional Detail Section Material	Cust Matl #	Description	Invoiced	Ship Date
NEC ORDER NUMBER: 3400054587 TECH: MURPHEY   TOOMBS DATE:09/30/2022 BLUE EMERGENCY PHONE IS NOT WORKING  NON-BILLABLE (TOOMBS) 9/22/2022 WAS ABLE TO MAKE AN RECEIVE CALLS ON THE ANALOG STATIONCONNECTED TO THE BLUE EMERGENCY PHONE AT THE MDF.  BILLABLE (MURPHY) 9/30/2022 ELECTRICIAN SAID THE ISSUE IS CAUSED BY THE PBX. SETUP VENDORMEET WITH ELECTRICIAN. THE OTHER BLUE EMERGENCY PHONE LOCATED BY THEFOOTBALL FIELD WAS CONNECTED TO THE PBX AND VERIFIED WITH THEELECTRICIAN THAT THE PHONE WORKS CORRECTLY. VERIFIED WITH THEELECTRICIAN THAT THE ANALOG STATION CONNECTED TO THE POND BLUE PHONETESTED OK AT THE MDF. WHEN ANALOG STATION FOR POND BLUE PHONE ISCONNECTED TO THE OUTDOOR CABLE, THE STATION GOES OFF HOOK. ISSUE ALSOHAPPENS WHEN A VERIZON LINE IS WIRED TO THE OUTDOOR CABLE. THE PROBLEMISS DUE TO DEFECTIVE CABLING. ELECTRICIAN WILL TROUBLESHOOT CABLINGISSUE.  WORK ORDER: 3400054587 SIGNED BY: SANDRA SACCONI					
000410	Q24-DN000000106325	Q24-DN000000106325	MURPHEY 9/30/22 0930-1130 (BILLABLE)	2	
000420	Q24-DN000000127050	Q24-DN000000127050	RESOURCE ASSIGNMENT	0	
000430	Q24-DN000000106325	Q24-DN000000106325	TOOMBS 9/22/22 1030-1300 (NON-BILLABLE)	0	
<<-----End of Invoice Additional Detail Section ----->>					