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**GS-03F-0023R**

**TERMS and CONDITIONS**  
**FSC GROUP: 58 I**

PROFESSIONAL AUDIO/VIDEO TELEMETRY/TRACKING, RECORDING/REPRODUCING AND SIGNAL DATA SOLUTIONS

**CONTRACTOR:**

ORION IMAGES CORP  
7300 BOLSA AVE  
WESTMINSTER, CA 92683  
TEL: (714) 766-6300  
FAX: (714) 766-6310  
Email: [www.sales@orionimages.com](mailto:www.sales@orionimages.com)  
Website: [www.orionimages.com](http://www.orionimages.com)

Business category size: Small  
CONTRACT PERIOD: 02-01-2005 through 04-17-2010  
Duns # 052874992

**AWARDED Special Item Numbers (SIN)**

- 58 2** Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories
- 58 5** Closed Circuit and Other Surveillance Equipment, Including Spare & Repair Parts and Accessories
- 219 3** Televisions

**BUSINESS TYPES/GRANTS**

- 23-** Minority Owned Business
- FR** – Asian – Pacific American Owned
- MF-** Manufacturer of Goods

**North American Industry Classification System (NAICS)**

- 334119** – Other Computer Peripheral Equipment Manufacturing
- 334220** – Radio & Television Broadcasting & Wireless Communications Equipment Manufacturing
- 334310** – Audio & Video Equipment Manufacturing

**Standard Industrial Classification (SIC)**

- 3651** – Household Audio & Video Equipment
- 3663** – Radio & Video Communications Equipment



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On-line access to contract ordering information, term and condition, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage**, a menu-driven database system. The internet address for **GSA Advantage!** is: <http://www.gsaadvantage.gov>

For more information on ordering from Federal Supply Schedules, Click on the FSS Schedules button at <http://www.fss.gsa.gov>

## **Customer Information**

### **1. Awarded Special Item Numbers (SINs)**

<b><u>SIN</u></b>	<b><u>Description</u></b>
<b>58 2</b>	Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories
<b>58 5</b>	Closed Circuit and Other Surveillance Equipment, Including Spare & Repair Parts and Accessories
	a) Lowest priced item on SIN 58 2: 17RTL B (17” LCD VGA MONITOR) MSRP: \$349 GSA: \$215 Discount of almost 39% from catalog price
	b) Lowest priced item on SIN 58 5: WB-05 (Flat Wall Mount for Monitors up to 33 lbs. MSRP: \$49 GSA : \$25 Discount of almost 51% from catalog price

### **2. Maximum Order (Exclusive of any discount for prompt payment discount)**

- a) Orion Images Corp is not obligated to honor any order for a combination of items in excess of \$50,000
- b) Notwithstanding paragraph (a) above, Orion Images Corp shall honor any order exceeding the maximum orders in paragraph (a), unless that order (or orders) is returned to the ordering office within five workdays after receipt, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **3. Minimum Order**

- a) The minimum value of orders to be issued under this contract is \$10.00

### **4. Geographic Coverage**

- a) 48 Contiguous States, DC Alaska, Hawaii and Puerto Rico



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## 5. Points of Manufacturing Production

- a) All LCD Monitors on GSA Advantage are manufactured from South, Korea & assembled at plant.

## 6. Discount from list prices or statement of net price

- a) GSA special discounted pricing is minimum 20% lower than manufacture’s MSRP (list price) PRICE per GSA Advantage.

## 7. Quantity Discounts

- a) Not Applicable per contract but can be individually negotiated

## 8. Prompt payment terms

- a) 1% 20 Calendar Days; NET 30 Calendar Days (Not applicable to credit card orders).

## 9. Government Commercial Credit Card

- a) Orion Images Corp accepts credit card payments from the Government. Please note there are no prompt payment discounts offered for orders paid via credit card (personal, or Government).
- b) Credit card payments are accepted at below & above the micro-purchased threshold.

## 10. Foreign items

- a) N/A

## 11. Time of Delivery

- a) 31 Days ARO. If item are in stock, the order usually ships out within 2 business days depending on when the order was received. Orion Images Corp will notify contacting office/parties if the items are on back-order, which takes up to 4 - 6 weeks. *Items available for expedited delivery are all products on Orion Image’s contract/catalog.*
- b) Any orders that are deemed Urgent, Expedited and over- night requests are available same day depending on carrier’s pick up schedule with additional charges incurred. *This includes Next Day Air, 2-day delivery, 3<sup>rd</sup> day delivery & Saturday deliveries.*
- c) Any other Urgent Requirements can be requested directly with Orion Images Corp for faster delivery method with additional costs. The Contractor may contact us for over-night & 2-day delivery rates.

## 12. FOB:

- a) ORIGIN (Westminster, CA) – 48 Contiguous States, DC, AK, HI & PR. Customer will be responsible for all charges.



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### 13. Ordering Address

- a) All orders must be placed to:

ORION IMAGES CORP  
GOVERNMENT SALES DEPT  
7300 BOLSA AVE  
WESTMINSTER, CA 92683  
Tel: (714) 766-6300 Fax: (714) 766-6310  
E-mail: po@orionimages.com or sales@orionimages.com

- b) Ordering Procedures:

Information on Blanket Purchase Agreements (BPA) and a sample BPA can be found at the GSA/FSS Schedule homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).

### 14. Payment Remittance Address

- a) ORION IMAGES CORP  
ACCOUNTING DEPARTMENT  
7300 BOLSA AVE  
WESTMINSTER, CA 92683  
Tel: (714) 766-6300 Fax: (714) 766-6309  
E-mail: [accounting@orionimages.com](mailto:accounting@orionimages.com) or [po@orionimages.com](mailto:po@orionimages.com)  
*\* Payment must be made as noted on the invoice \**

### 15. Warranty provision

- a) Orion Images Corporation (OIC) warrants its' LCD Display monitors to be free from defects in materials and workmanship. The warranty term is **one year beginning on the date of invoice**, as further described in the following text.

OIC will, at our option, repair or replace products covered under this limited warranty that are returned to OIC's facility. To request warranty service, you must call OIC's Customer Service at (714) 766-6300, ext 120 within the warranty period. If warranty service is required, OIC will issue a Return Material Authorization Number. You must ship the products back to OIC in their original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk of loss of damage during shipment. OIC will ship the repaired or replacement products to you freight prepaid if you use an address in the continental U.S. or Canada, where applicable. Shipments to other locations will be made freight collect. The return for replacement or credit period is 30 days after the purchase. Purchase date is based on customer invoice date.

*This warranty does not cover:*

1. *Damage due to shipping and external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by OIC, usage not in accordance with product instructions, failure to perform required prevent maintenance, problems caused by use of parts and components not supplied by OIC, act of God, tampering or normal wear and tear.*
2. *Products on which the serial number has been altered, defaced or removed;*
3. *Products purchased outside the United States and Canada*



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OIC MAKES NO EXPRESS WARRANTIES BEYOND THOSE STATED IN THIS WARRANTY STATEMENT. OIC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

OIC'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION).

OIC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE.

SOME STATES (OR JURISDICTION) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PROCESSING EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to OIC's limited one-year warranty only. For provisions of any service contract covering your systems, refer to the separate service contract that you will receive.

If OIC elects to exchange a product or portion of a product, the exchange will be made in accordance with OIC's Exchange Policy in effect on the date of the exchange.

**16. Export packing charges**

- a) Orion Images Corp provides standard commercial packaging / packing only. Other packaging is available and the subject of such agreement must be on an individual basis and might incur extra charges.

**17. Terms and Conditions of Government Purchase Cards**

- a) Prompt payment discount is not offered on purchase orders placed using Government credit cards. Other standard terms and conditions apply.

**18. Terms and Conditions of Rental, Maintenance, and repair**

- a) N/A

**19. Terms and Conditions of installation**

- a) N/A

**20. Terms and Conditions of repair parts**

- a) Please see line 15 under "Warranty".



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**21. List of service and distribution points**

a) N/A

**22. List of participating dealers**

a) N/A

**23. Preventive Maintenance**

a) N/A

**24. Special Attributes such as Environmental Attributes**

a) N/A

b) Section 508 Compliance information on Electronics & Information (EIT) Supplies and Services

1. N/A

**25. Data Universal Number System (DUNS) number**

a) 052874992

**26. Notification regarding registration in Central Contractor Registration (CCR) database**

a) Orion Images Corporation is registered in CCR and has status "Active"

**27. Uncompensated Overtime**

a) N/A