

CORRESPONDENCE TO:

PURCHASING DIVISION
420 JAMES JACKSON AVE.
P.O. BOX 8005
CARY, NC 27512-8005

Town of Cary

North Carolina
TEL (919) 469-4105 FAX (919) 469-4377

INVOICE TO:

ACCOUNTS PAYABLE
P.O. BOX 8049
CARY, NC 27512-8049

** PURCHASE ORDER **

DATE: 12/18/17

REQ. No. 252302 ACCOUNT NO. 010-5110-522.33-70

PO# 250732

VENDOR: 634763

AXON ENTERPRISE INC
1788 N 85TH ST
SCOTTSDALE, AZ 85255

DELIVER TO: TOWN OF CARY

POLICE DEPARTMENT
P O BOX 8005
120 WILKINSON AVE
CARY, NC 27512-8005

ATTN: LINDA HAMITLON

FAX: (480) 991-0791
ATTN: MATT DEANE mdeane@taser.com

QUOTED BY: MATT DEANE
TERMS: NET
CONTRACT:
PROJECT:

F.O.B.:
FREIGHT:
SHIP VIA:
DELIVER BY: 01/05/18

ITEM #	QUANTITY	UNIT OF MEASURE	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	20.00	EA	680 999 HANDLE, BLACK, CLASS III, X2 TASERS VENDOR ITEM NO. - 22002	1116.5500	22331.00
2	30.00	EA	680 999 APPM BATTERY PACK, AUTO SHUT OFF, X2/X26P VENDOR ITEM NO. - 22011	71.3900	2141.70
3	20.00	EA	680 999 WARRANTY VENDOR ITEM NO. - 22014	340.9200	6818.40
SUB-TOTAL					31291.10
TOTAL					31291.10

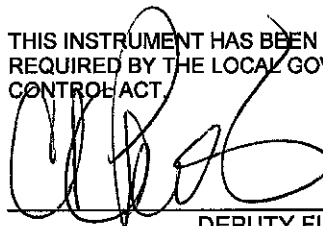
REMARKS:

** PRICING PER QUOTE: Q-144690-2 **

IMPORTANT

THE TERMS AND CONDITIONS THAT GOVERN THIS PURCHASE ORDER ARE PRINTED ON THE REVERSE. THIS PURCHASE ORDER IS A COUNTEROFFER AND NOT AN ACCEPTANCE. VENDORS ARE ADVISED TO VERIFY ALL INFORMATION CONTAINED HEREIN AND TO NOTIFY THE PURCHASING DIVISION OF DISCREPANCIES. APPLICABLE TAXES MUST BE STATED SEPARATELY ON INVOICE. PURCHASE ORDER NUMBER AND COMPLETE SHIP TO ADDRESS MUST APPEAR ON ALL SHIPPING LABELS AND INVOICE. COD SHIPMENTS ARE NOT ACCEPTABLE.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL
CONTROL ACT.



DEPUTY FINANCE OFFICER

TERMS AND CONDITIONS

The seller agrees that the following terms and conditions will be applicable.

1. If seller refuses to accept the order exactly as written, he will return it at once with explanation.
2. Purchaser will not be responsible for any goods delivered without purchase order.
3. Seller will send separate invoices for each purchase order number.
4. Seller will deliver no invoices to purchaser's employees.
5. No boxing, packing or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.
6. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice or from the date of the receipt of goods, whichever is later.
7. The risk of loss and damage to the goods which are the subject of this order shall remain with the seller until the goods are delivered to the destination set out in the order and accepted by the purchaser or its nominee.
8. In the event of seller's failure to deliver as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that purchaser may return part or all of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver or to perform.
9. In the event any article, service or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.
10. In the event any article, service or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article, service or process and are contributed to by said defective condition.
11. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen to occur in connection therewith.
12. Purchaser reserves the right to place in seller's plant, at purchaser's expense, an inspector or inspectors who shall be permitted to inspect before shipment, or during the process of manufacture, any material on this order.
13. Seller agrees not to release any advertising copy mentioning purchaser or quoting the opinion of any of purchaser's employees.
14. Seller represents and warrants that no federal or state statute or regulations or municipal ordinance, has been or will be violated in the manufacturing, sale or delivery of any article or service sold and delivered hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.
15. Unless this contract is exempt therefrom under the rules and regulations of the President's Committee on Equal Employment Opportunity, the contract provisions of Section 301 of the Executive Order No. 10925, dated March 6, 1961, any subsequent changes thereto are to the extent they may be applicable, made a part of this contract by reference.
16. Any contractors supplying both services and materials shall be paid all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties on account of such taxes.
17. Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom practice or course of dealing to the contrary.
18. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statement by seller or by any terms stated in seller's acknowledgment unless same be accepted in writing by the TOWN OF CARY.
19. Contractor or seller hereby certifies that contractor or seller, and all subcontractors utilized by the contractor or seller, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

PURCHASE REQUISITION NBR: 0000252302
STATUS: PURCHASING APPROVAL
REASON: PURCHASE ORDER
DATE: 12/04/17
DELIVER BY DATE: 12/04/17

REQUISITION BY: LINDA HAMITLON
SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: AXON ENTERPRISE

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HANDLE, BLACK, CLASS III, X2 TASERS COMMODITY: POLICE EQUIPMENT AND SUPP SUBCOMMOD: UNCLASSIFIED	20.00	EA	1116.5500	22331.00	22002
2	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P COMMODITY: POLICE EQUIPMENT AND SUPP SUBCOMMOD: UNCLASSIFIED	30.00	EA	71.3900	2141.70	22011
3	WARRANTY COMMODITY: POLICE EQUIPMENT AND SUPP SUBCOMMOD: UNCLASSIFIED	20.00	EA	340.9200	6818.40	22014
REQUISITION TOTAL:					31291.10	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01051105223370	SUPPLIES	100.00	22331.00
		SMALL EQUIP & FURNITURE		
2	01051105223370	SUPPLIES	100.00	2141.70
		SMALL EQUIP & FURNITURE		
3	01051105223370	SUPPLIES	100.00	6818.40
		SMALL EQUIP & FURNITURE		
				31291.10

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

AXON ENTERPRISE, INC
1788 N 85TH ST
SCOTTSDALE, ARIZONA 85255
FAX: 480-991-0791
TEL: 800-978-2737
QUOTE: Q-144690-2

Dan Elliott

From: Linda Hamilton
Sent: Friday, December 15, 2017 10:13 AM
To: Dan Elliott
Subject: FW: TASER Quote UPDATED
Attachments: Q-144690-20171201-1140.pdf

From: Toni Dezomits
Sent: Monday, December 04, 2017 11:48 AM
To: Linda Hamilton <Linda.Hamilton@townofcary.org>
Cc: Margit Sylvester <Margit.Sylvester@townofcary.org>; Wyatt Crabtree <Wyatt.Crabtree@townofcary.org>
Subject: FW: TASER Quote UPDATED

Hi Linda,

Would you mind ordering the 20 tasers from 3370?

The batteries should come from supplies 3300.

Dez

From: Wyatt Crabtree
Sent: Friday, December 01, 2017 3:17 PM
To: Toni Dezomits <Toni.Dezomits@townofcary.org>
Cc: Bryant Brame <Bryant.Brame@townofcary.org>
Subject: TASER Quote UPDATED

Hi Chief

Here is a quote for 20 Tasers and batteries and I also had him include 10 spare batteries as were are low and battery life is ending on some. If this is good to go I will send it on and look at doing the other 20 later to have more warranty life.

WYATT

M. Wyatt Crabtree
Training Sergeant
Cary PD Professional Standards Division
120 Wilkinson Avenue - PO Box 8005
Cary, North Carolina 27512-8005
(919) 380 - 4218
(919) 460-4904 fax
wyatt.crabtree@townofcary.org

In keeping with the NC Public Records Act, emails, and all attachments, may be released to others upon request for inspection and copying without prior notification.

From: noreply@salesforce.com [mailto:noreply@salesforce.com] **On Behalf Of** Shane Page
Sent: Friday, December 01, 2017 1:41 PM
To: Wyatt Crabtree <Wyatt.Crabtree@townofcary.org>
Subject: TASER Quote UPDATED

Here you go sir!

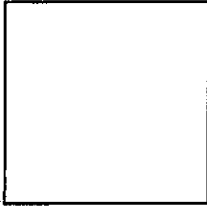
FYI all of our pricing will increase by 4% on January 1. So if there is anything that you need from me to help you expedite this during December, please don't hesitate to ask.

Thanks again,

Shane

Shane Page
US CEW Senior Regional Manager
Mobile : 704-280-5312

TASER | Axon



Protect Life. Protect Truth.

Thanks again,

Shane

Shane Page
US CEW Senior Regional Manager
Mobile : 704-280-5312

Protect Life. Protect Truth.

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-991-0791

Matthew Crabtree
919-460-4903
919-460-4904
wyatt.crabtree@townofcary.org

**Quotation**

Quote: Q-144690-2
Date: 12/1/2017 11:40 AM
Quote Expiration: 12/22/2017

AX Account Number
: 116046

Bill To:

Cary Police Dept. - NC
PO BOX 8005
CARY, NC 27512
US

Ship To:

Matthew Crabtree
Cary Police Dept. - NC
120 WILKINSON AVE
CARY, NC 27512
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Shane Page		spage@taser.com	Fedex - Ground	Net 30

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
20	22002	HANDLE, BLACK, CLASS III, X2	1116.55	USD 22,331.00	USD 0.00	USD 22,331.00
30	22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	71.39	USD 2,141.70	USD 0.00	USD 2,141.70
Hardware Total Before Discounts:						USD 24,472.70
Hardware Net Amount Due:						USD 24,472.70

Extended Warranties

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
20	22014	WARRANTY, 4 YEAR, X2	340.92	USD 6,818.40	USD 0.00	USD 6,818.40
Extended Warranties Total Before Discounts:						USD 6,818.40
Extended Warranties Net Amount Due:						USD 6,818.40

Subtotal	USD 31,291.10
Estimated Tax	USD 2,268.60
Grand Total	USD 33,559.70

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-144690-2

Please sign and email to Shane Page at spage@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

‘Protect Life’® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.

Dan Elliott

From: Dan Elliott
Sent: Tuesday, December 19, 2017 11:29 AM
To: 'mdeane@taser.com'
Cc: Linda Hamilton
Subject: Town of Cary: PO #250732
Attachments: PO 250732.pdf

Attached is PO #250732.

Dan Elliott
Assistant Buyer
Purchasing Department
Town of Cary
919-469-4105
919-469-4377 (Fax)
dan.elliott@townofcary.org

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North Carolina
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120 WILKINSON AVE
CARY, NC 27512-8005

ATTN: LINDA HAMILTON

FAX: (480) 991-0791

ATTN: MATT DEANE mdeane@taser.com

QUOTED BY: MATT DEANE
TERMS: NET
CONTRACT:
PROJECT:

F.O.B.:
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SHIP VIA:
DELIVER BY: 01/05/18

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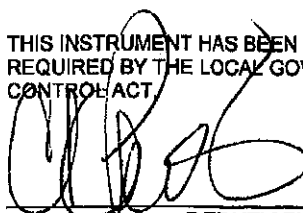
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9. In the event any article, service or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.
10. In the event any article, service or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article, service or process and are contributed to by said defective condition.
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Axon Enterprise, Inc.*Protect Life.*

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-991-0791

Matthew Crabtree
919-460-4903
919-460-4904
wyatt.crabtree@townofcary.org

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Date: 12/1/2017 11:40 AM

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AX Account Number

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Matthew Crabtree
Cary Police Dept. - NC
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US

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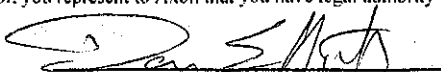
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Signature:



Date:

1-4-18

Name (Print):

Dan Elliott

Title:

Asst Buyer

PO# (if needed):

250732

Quote: Q-144690-2

Please sign and email to Shane Page at spage@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

*Protect Life™ and TASER® are registered trademarks of Axon Enterprise, Inc. registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.

Dan Elliott

From: Dan Elliott
Sent: Thursday, January 04, 2018 9:39 AM
To: 'Shane Page'
Cc: Linda Hamilton
Subject: RE: Town of Cary: PO #250732
Attachments: PO 250732.pdf

Please see the attached. Our payment term are Net 30.

Dan Elliott
Assistant Buyer
Purchasing Department
Town of Cary
919-469-4105
919-469-4377 (Fax)
dan.elliott@townofcary.org

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From: Shane Page [mailto:spage@taser.com]
Sent: Thursday, December 28, 2017 11:01 AM
To: Dan Elliott
Cc: Linda Hamilton
Subject: RE: Town of Cary: PO #250732

Hey good morning Dan and Linda. Hope you both had a great Christmas.

Are you able to respond by either scanning a signed copy of our quote or a document with your payment terms?

Thanks very much!

Shane

SHANE PAGE
Senior Regional Manager - TASER CEW's

M / 704 280 5312

AXON.COM

TASER INTERNATIONAL IS NOW AXON

Remember to register for Accelerate 2018

From: Shane Page
Sent: Wednesday, December 20, 2017 11:27 AM
To: 'Dan Elliott' <Dan.Elliott@townofcary.org>

Cc: Linda Hamilton <Linda.Hamilton@townofcary.org>

Subject: RE: Town of Cary: PO #250732

Good morning Dan, our processors are requesting a signature on our quote. Is that possible?

Alternatively, they are requesting to know your payment terms.

Thanks!

Shane

SHANE PAGE

Senior Regional Manager - TASER CEW's

M / 704 280 5312

AXON.COM

TASER INTERNATIONAL IS A DIV OF AXON

Remember to register for Accelerate 2018

From: Dan Elliott [<mailto:Dan.Elliott@townofcary.org>]

Sent: Tuesday, December 19, 2017 11:29 AM

To: Matthew Deane <mdeane@taser.com>

Cc: Linda Hamilton <Linda.Hamilton@townofcary.org>

Subject: Town of Cary: PO #250732

Attached is PO #250732.

Dan Elliott
Assistant Buyer
Purchasing Department
Town of Cary
919-469-4105
919-469-4377 (Fax)
dan.elliott@townofcary.org

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