

UNIVERSITY OF MINNESOTA

Duluth Campus

Office of Associate Dean

College of Science and Engineering

140 Engineering Building

1303 Ordean Court

Duluth, Minnesota 55812-2496

218-726-7585

Fax: 218-726-6360

Date: ___/___/___

Sold To: Student ID: _____ Email ID: _____

(Please print the following information)

First Name: _____ Initial: ___ Last Name: _____

(Permanent Address)

Street Address: _____ City: _____

State: _____ Zip: _____ Phone: (____) _____

Major: _____

MERCHANDISE DESCRIPTION SUMMARY

One **NEW** Compaq iPAQ H3950 Serial Number: _____

Includes: Color Display, 64MB RAM, Protective Slipcover Pack, Li-ion Polymer Battery, AC Adapter, Compaq WL100 11 Mbps Wireless LAN PC Card Serial Number: _____ , Compaq PCMCIA Jacket, Y adapter cable, USB Sync Cradle, ActiveSync Software CD, Black Rhino Skin Carry Pack with UMD Logo, and a full service warranty through June 30, 2003

Total Charges of All Merchandise \$800.00

PAYMENT TERMS

The student acknowledges receipt of the above listed goods in the total amount shown hereon and agrees to pay the University according to the following terms:

If the student is registered as a major in Computer Science, Electrical and Computer Engineering, Chemical Engineering, Industrial Engineering, Information Systems and Technology, Pre-Engineering, Pre-Mechanical Engineering, Pre-Civil Engineering or Pre-Aerospace Engineering (hereon referred to as the "contract major(s)") within the University of Minnesota Duluth College of Science and Engineering, four (4) equal payments of \$200.00 will be assessed to the student's University Financial Account according to the following schedule:

Assessment number 1: Two weeks prior to Fall Semester 2002 – 2003

Assessment number 2: Two weeks prior to Spring Semester 2002 – 2003

Assessment number 3: Two weeks prior to Fall Semester 2003 – 2004

Assessment number 4: Two weeks prior to Spring Semester 2003 - 2004

CONTRACT CANCELLATION AND REFUND AFTER THE 1ST ASSESSMENT OF \$200

If, after signing the contract and receiving the merchandise, the student withdraws from the contract major(s) **before the end of the second week of that semester**, then the student shall be liable for \$100 of the 1st assessment and no further assessments provided all of the above merchandise is returned undamaged along with all documentation and packaging materials. To put this in effect a credit of \$100 shall be made to the student's University Financial Account and no further assessments will be made. If the merchandise is returned damaged or components are missing, all damage costs or merchandise replacement costs will be assessed to the student's University Financial Account.

After the end of the second week of the above semester and before the 2nd assessment, if the student withdraws from the contract major(s) then the student shall not be liable for any further assessments provided all of the above merchandise is returned undamaged along with all documentation and packaging materials. If the merchandise is returned damaged or components are missing, all damage costs or merchandise replacement costs will be assessed to the student's University Financial Account.

CONTRACT CANCELLATION AND REFUND AFTER THE 2ND ASSESSMENT OF \$200

If, after the 2nd assessment, the student withdraws from the contract major(s) **before the end of the second week of that semester** then the student shall not be liable for the 2nd assessment or any further costs provided all of the above merchandise is returned undamaged along with all documentation and packaging materials. To put this in effect a credit of \$200 shall be made to the student’s University Financial Account and no further assessments will be made. If the merchandise is returned damaged or components are missing, all damage costs or merchandise replacement costs will be assessed to the student’s University Financial Account.

After the end of the second week of the above semester and before the 3rd assessment, if the student withdraws from the contract major(s) then the student shall not be liable for any further assessments provided all of the above merchandise is returned undamaged along with all documentation and packaging materials. If the merchandise is returned damaged or components are missing, all damage costs or merchandise replacement costs will be assessed to the student’s University Financial Account.

CONTRACT CANCELLATION AND REFUND AFTER THE 3RD ASSESSMENT OF \$200

If, after the 3rd assessment, the student withdraws from the contract major(s) **before the end of the second week of that semester** then the student shall not be liable for the 3rd assessment or any further costs provided all of the above merchandise is returned undamaged along with all documentation and packaging materials. To put this in effect a credit of \$200 shall be made to the student’s University Financial Account and no further assessments will be made. If the merchandise is returned damaged or components are missing, all damage costs or merchandise replacement costs will be assessed to the student’s University Financial Account.

After the second week of class of the semester of the 3rd assessment the student is liable for the total remaining unpaid amount. If the student withdraws from the contract major(s) of Computer Science, Electrical and Computer Engineering, Chemical Engineering, Industrial Engineering, Information Systems and Technology, Pre-Engineering, Pre-Mechanical Engineering, Pre-Civil Engineering, or Pre-Aerospace Engineering **the unpaid amount will be assessed as one total amount to the student’s University Financial Account.**

CONTRACT ADMINISTRATOR College of Science and Engineering, Student Affairs Office, 140 Engineering Building, University of Minnesota Duluth, 1303 Ordean Court, Duluth MN 55812, 218-726-7585

THE UNIVERSITY HERBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES RELATION TO THE iPAQ AND THE SOFTWARE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The student agrees to accept the iPAQ and Software “as is.” In no event shall the University be liable to the student or guardian, personal representative, or heirs for any incidental, special, indirect, or consequential damage of whatever nature arising out of any claim, whether in contract, tort, or otherwise, alleging the University’s failure to perform its obligations under this Agreement or its breach of any duty, common law, or otherwise, owed to the student.

MERGER CLAUSE The entire contract is embodied in this writing. This writing constitutes the final expression of the parties’ agreement, and it is a complete and exclusive statement of that agreement.

The student agrees to adhere to the University’s Computing Policy and comply with all applicable copyright regulations regarding the software. The web page is

http://www.fpd.finnop.umn.edu/groups/ppd/documents/policy/Acceptable_Use.cfm

The student agrees to pay all payment assessments, damage or replacement fees, and any non-warranty repair costs through the student’s University Financial Account. (Initial and date: _____ ___/___/___)

Student Signature: _____ Date: ___/___/___

University Representative: _____ Date: ___/___/___

Contract copies: Original to UMD CSE Student Affairs Office, copy to student, UMD Financial Aid Office, Information Technology Systems and Service Maintenance