

CONDITIONAL SALE AGREEMENT

This Conditional Sale Agreement ("Agreement") is between Owen G. Dunn Company d/b/a Printelect, a North Carolina company, ("Printelect") and Santa Fe County, New Mexico ("Customer"), a governmental entity, 102 Grant Avenue, Santa Fe, NM 87504. Printelect and Customer shall sometimes be collectively referred to as the "Parties." This Agreement provides the basic terms of an arrangement in which Customer will take possession of the Motor Voting Precinct vehicle (the "Vehicle"), but its title and right of repossession shall remain with Printelect until Customer pays the full purchase price in the form of installments.

1. **Vehicle Covered:** Printelect agrees to sell to Customer and Customer agrees to buy from Printelect certain vehicles (the "Vehicle") subject to all terms, conditions and provisions set forth herein. For the purposes of this Agreement, the Vehicle is the Motor Voting Precinct vehicle, which bears VIN # 5B4MPA7G993439298 and is a customized and modified 2010 Winnebago Workhorse Custom Motorhome.

2. **Payment Terms and Ownership:** Customer agrees that it will make Payments as follows:

Sales Price: \$125,000.00

Total Purchase Price: \$125,000.00

Payment Schedule: 25% of Total Purchase Price due upon Agreement Execution
75% due at time of Vehicle delivery and acceptance

Strikethrough
Approved -
06/05/2026

The Parties agree that twenty-five percent (~~50%~~) of the Total Purchase Price will become due at the time of Agreement execution ("Initial Deposit"). Payment of the Initial Deposit must occur prior to Printelect's delivery of the Vehicle to a mutually agreed-upon location. Printelect agrees that said Initial Deposit will be refundable at the option of Customer up until the completion of Customer's inspection of the Vehicle (at the mutually agreed-upon location) and Customer's acceptance of the Vehicle delivery. In the event that Customer exercises the Initial Deposit refund option, Printelect reserves the right to deduct reasonable transportation and personnel costs from the Initial Deposit prior to issuing said refund to Customer.

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The Parties agree that the remaining seventy-five percent (75%) of the Total Purchase Price will become due at the time of Customer's acceptance of the Vehicle's delivery. Printelect must receive all payment of the Total Purchase Price prior to the transfer of Vehicle ownership to Customer. Printelect shall retain title to the Vehicle until full payment of the Total Purchase Price, subject to payment credits and release of this security interest as required by law.

3. **Printelect's Disclaimer of Warranty; Customer's Obligations Unconditional:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY PRINTELECT TO THE CUSTOMER, EXCEPT AS CONTAINED IN THIS AGREEMENT, AND PRINTELECT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE, OR BY THE FAILURE OF THE VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE SOLD UNDER THIS AGREEMENT. CUSTOMER HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS". NO DEFECT IN OR UNFITNESS OF THE VEHICLE AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER SHALL RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATIONS, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRINTELECT SHALL

INCUR NO LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE VEHICLE OR THE USE, OPERATION OR FUNCTIONING OF THE VEHICLE. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Agreement and by accepting the Vehicle (1) it has relied solely on (i) its knowledge, (ii) its inspection of the Vehicle, and (2) the information provided by Printelect in response to IFB No. 2026-0293-CLK, all of which are superseded by this Agreement.

4. Default by Customer; Remedies of Printelect; Waiver of Bond: Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Payment or any other amount payable; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process. While an event of default exists, Printelect shall have the right to exercise any one or more of the following remedies: (1) terminate this Agreement; (2) sue for any damages incurred by Printelect due to the event of default and/or termination of the contract between Printelect and Customer; (3) require Customer to redeliver the Vehicle immediately to Printelect as provided in Section 5; or (4) repossess the Vehicle without notice, legal process, prior judicial hearing, or liability for trespass or other damage, and Customer voluntarily and knowingly agrees to and waives the same. If Printelect attempts but is unable to repossess the Vehicle for any reason whatsoever, Printelect may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to Printelect the Total Purchase Price. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Printelect at law or in equity. Printelect may enforce any of its rights separately or concurrently and in such order as Printelect determines. In any proceeding by Printelect to recover possession of the Vehicle, Printelect shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

5. Assignment: This Agreement is an agreement for sale only and Customer shall not be deemed an agent or employee of Printelect for any purpose. Customer will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Customer's rights under this Agreement or in or to the Vehicle, or permit any of its rights under this Agreement to be subject to any lien, charge or encumbrance of any nature. Printelect may, subject to the terms of this Agreement sell, transfer, or assign any of its rights in or to the Vehicle or under this Agreement. Subject to the provisions of this Section, this Agreement shall insure to the benefit of and be binding upon the successors and assigns of Printelect and Customer.

6. Termination: This Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein.

7. Termination for Lack of Appropriations: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by Customer for the performance of this Agreement. If sufficient appropriations and authorization are not made by Customer, this Agreement shall terminate upon written notice being given by the Customer to Printelect. The County's decision as to whether sufficient appropriations are available shall be accepted by Printelect and shall be final.

8. Governing Law; Jurisdiction; Venue: This Agreement shall be governed by and construed in accordance with the law of the State of New Mexico. Jurisdiction and venue shall properly lie in the County Court in and for Santa Fe County.

9. Severability of Provisions: If any provision of this Agreement or the application of any such provision to any person or circumstance is held to be illegal, invalid, or unenforceable, the remainder of such agreement will not be affected by such finding, and in lieu of each provision that is illegal, invalid, or unenforceable a provision will be added as part of such agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

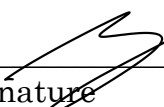
10. **Entire Agreement; Amendment and Waiver; Facsimile and Counterparts:** This constitutes the entire agreement and understanding between Printelect and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, between the Parties to this Agreement and with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Agreement and no right or obligation of either party under this Agreement may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile and/or electronic signature, of this Agreement or any part of thereof, shall be enforceable as an original. This Agreement may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **Section Headings:** Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

12. **No Construction Against Drafting Party:** Printelect and Customer acknowledge that each of them and their counsel have had an opportunity to review the Agreement and that this Agreement will not be construed against Printelect merely because Printelect has prepared it.

13. **Counterparts; Electronic Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. The parties may execute this Agreement and exchange counterparts of such documents by means of electronic transmission and the receipt of such executed counterparts shall be binding on the parties to this Agreement and shall be construed as originals. After said exchange, the parties to this Agreement shall promptly exchange signed originals of this Agreement and all other agreements, instruments and other documents contemplated by this Agreement.

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SANTA FE COUNTY, NEW MEXICO	OWEN G. DUNN CO., INC. D/B/A PRINTELECT
 Signature	 Signature
Gregory S. Shaffer Name (Printed or Typed)	Owen D. Andrews Name (Printed or Typed)
Santa Fe County Manager Title	CEO/President Title
6/2/2026 Date	06/02/2026 Date

By execution of this Agreement, Customer acknowledges that the Vehicle sold hereunder is being sold in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below.