AGREEMENT OF SALE

This Agreement of Sale (hereinafter "Agreement") is made this **4th day of December, 2023,** by and between the **Northwest Tri-County Intermediate Unit 5** (hereinafter "Seller"), with its principal place of business at 252 Waterford Street, Edinboro, PA 16412, and **Girard School District** (hereinafter " Buyer"), with its principal place of business at **1203 Lake St, Girard, PA 16417.**

WHEREAS, Seller has two HPE ProLiant DL360 Gen10 servers that it is no longer using;

WHEREAS, Seller's older model HPE ProLiant DL360 Gen10 servers have exceeded their useful life for Seller's purposes; and

WHEREAS, Buyer wishes to purchase Seller's two older model HPE ProLiant DL360 Gen10 Servers.

NOW, THEREFORE, for the promises exchanged herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, the property listed and described on Exhibit A attached hereto and incorporated herein. Said property is sold "AS IS" and subject to the limitations set forth in Paragraph 3 below.

2. Buyer shall pay Seller the sum of **Four Thousand Six Hundred Forty and** 00/100 Dollars ($4,640.00) for said property, which shall be paid in full upon execution of this Agreement.

3. **SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE PROPERTY, AND BUYER ACCEPTS THE PROPERTY SOLD BY SELLER "AS IS" WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO LIABILITY FOR LOSSES, DAMAGES, OR LEGAL JUDGMENTS RESULTING FROM BUYER'S USE OF THE PROPERTY SOLD UNDER THIS AGREEMENT. SELLER DOES NOT WARRANT THAT ANY OF THE PROPERTY SOLD HEREUNDER WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION.**

4. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be null and void, and all other provisions shall remain in full force and effect.

5. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the provisions concerning conflict of laws.

6. This Agreement constitutes the entire contract between the parties.

By signing below, each person represents he/she has the authority to execute this Agreement on behalf of his/her respective party and freely enters into this Agreement with the intent to be bound hereby as of the date first set forth above.

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT 5

By: William Wickstaff

Title: Supervisor of ITS

Date: 11/16/26

GIRARD SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

EXHIBIT A

HPE ProLiant DL360 Gen10 Server -- Serial Number: MXQ93702MG

HPE ProLiant DL360 Gen10 Server -- Serial Number: MXQ93702MH