**Sales Order Form**

*This is a unique document which can be used to conclude customer proposals. When signed, it can become a Purchase Agreement and thus many Dealers have incorporated the terms of the Purchase Agreement (Transactional Document 2) on the reverse of the Sales Order Form. Either individually or combined, these documents will clearly define your obligations and responsibilities.*

**SALES ORDER**

Sales Order No.\_\_\_\_\_\_\_\_\_\_\_

Customer No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ship To (Same as 'Sold To' If „Ÿ„¢

Sold „ Not Shown Below) „

To

„ Date „ Ship Via „ F.O.B. „ Terms

Purchase Order No. „ Order Date „ Salesperson „ Our Order No.

„ Style „ Quantity „ Unit „ Description „ Price „

„ Totals

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS AND PRIOR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE TERMS OF THIS AGREEMENT MAY NOT BE AMENDED, MODIFIED OR RESCINDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES.

Customer Signature: Accepted: Name of Company

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Site Readiness Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

**VENDOR PROPOSAL**

**CUSTOMER NEEDS AND REQUIREMENTS:**

**VENDOR'S PROPOSAL:**

**SCHEDULE B**

This Schedule sets forth the terms and services which are to be conveyed hereunder and the itemized charge for each item or service provided.

Quantity Manufacturer/Source & Description Price

B(1) Hardware:

B(2) Software:

B(3) Documentation:

Schedule B - Continued

Quantity Manufacturer/Source & Description Price

B(4) Services:

B(5) Supplies:

Subtotal $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sales Tax $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Purchase Price $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE C**

**PAYMENT SCHEDULE**

Payment No. Due Date Description Amount

**SCHEDULE D**

**IMPLEMENTATION SCHEDULE**

Performance Date Description of Task

Customer Preparation of Site

Delivery of Hardware to Customer's

Site (Includes Documentation and Supplies)

Delivery of Software to Customer's Site (Includes Documentation)

Completion of Site Preparation By Customer

Installation of System

Beginning of Acceptance Testing

Completion of Acceptance Testing

Beginning of Operator Training

Completion of Operator Training

Customer Acceptance of System

The following terms and conditions shall apply to any equipment sold or maintenance services provided to Customer under this Agreement:

1. Acceptance. The product(s) will be deemed to have been accepted on the date of delivery.

2. Title and Security Interest. (Company) shall retain title to the Equipment until Customer performs all of Customer's obligation hereunder, without limitation, payment in full of the purchase price. Until title passes to Customer, (Company) shall have a purchase money security interest in the Equipment, including all additions and replacements thereto and the proceeds thereof, to secure performance of all such obligations of Customer. Customer agrees promptly upon demand by (Company) to execute any financing statement, applications for registration and like documents and to take any other action deemed necessary or desirable by (Company) in order to prefect (Company's) security interest hereunder. In addition, Customer hereby appoints (Company) Customer's attorney-in-fact to prepare, sign and file or record for Customer, in Customer's name, any such documents. Customer shall keep the Equipment in good order and repair until the purchase price has been paid in full and shall promptly pay all taxes and assessments upon the Equipment or use of the Equipment.

3. Risk of Loss. Risk of loss or damage to the Equipment shall pass to Customer upon delivery of the Equipment to the carrier (regardless of whether the purchase price has been paid in full). Unless otherwise advised, (Company) may insure to full value the Equipment shipped or declare full value thereof to the carrier at the time of delivery to the carrier, and all such insurance costs shall be for Customer's account. Confiscation or destruction of, or damage to, the Equipment shall not in any way effect the liability of Customer to pay the purchase price in full.

Customer shall inspect the Equipment immediately upon receipt and shall promptly file claims with the carrier when there is evidence of shipping damage.

4. Delivery. Delivery will be made FOB manufacturing site, with shipping to be paid by Customer to carrier. In the absence of specific instructions (Company) or Manufacturer will select the carrier, but shall not thereby assume any liability in connection with shipment, nor shall the carrier be construed to the agent of (Company). (Company) shall not be liable for any damages or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of God, delays in transportation, delay in delivery by (Company's) vendors or any other causes beyond the reasonable control of (Company). The scheduled delivery date shall be extended by a period of time equal to the time loss because of such delay.

5. Payment. Customer agrees to pay the purchase price for the Equipment listed on the reverse side. Customer herewith deposits with (Company) an amount equal to fifty (50%) percent of the purchase price of the Equipment, which (Company) shall apply against the purchase price of the Equipment. Unless otherwise agreed in writing, twenty-five (25%) percent shall be due upon installation, and twenty-five (25%) percent shall be due thirty (30) days from installation. There shall be added to the prices shown above and Customer agrees to pay the amount of any taxes resulting from this Agreement or any activities hereunder, exclusive, however, of taxes based upon net income of Company. Any personal property taxes assemble on the Equipment after delivery to the carrier shall be borne by the Customer.

If the Customer fails to pay any charges when due and payable, Customer agrees that (Company) will have the right and Customer will pay a late payment charge of 1.5% per month, but not in excess of the lawful maximum, on the unpaid balance.

6. Cancellation. Customer may, prior to the shipment date requested in Customer's purchase or amended purchase order, cancel delivery of any equipment, provided that:

a. (Company) receives written notice at least thirty (30) days before such shipment date; and

b. Customer shall pay a cancellation unit, which shall constitute Customer's entire liability to (Company) with respect to the canceled unit, as follows:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Payment of cancellation charges shall be made within thirty (30) days of (Company's) receipt of written notice of cancellation.

All freight charges, if any, shall be billed to the Customer.

Any termination of this Agreement by Customer prior to its expiration shall be considered notice of cancellation of delivery of all unshipped and shipped but unaccepted equipment, and cancellation charges, determined on the basis of the above rates, shall be payable.

7. Specifications. (Company) reserves the right to make substitutions and modifications to the specifications of the Equipment providing that such substitutions or modifications will not materially affect the performance of the Product.

8. Termination. (Company) shall have the right to terminate this Agreement upon the occurrence of any one of the following:

a. Customer has not made financial arrangements satisfactory to (Company) for the purchase of the product or maintenance service at least thirty (30) days prior to the scheduled delivery date; or

b. Customer assigns this Agreement, or any of its rights hereunder, without the prior written consent of (Company), such consent not to be unreasonably withheld. The word 'assign' includes, without limiting the generality thereof, the transfer of a majority interest in Customer, or

c. Customer shall neglect or fail to perform or observe any of its existing or future obligations to (Company), including without limiting the generality thereof, the timely payment of any sums due (Company), or

d. If any assignment is made of Customer's business for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property, or if Customer is adjudicated as bankrupt, or

e. Customer relocates equipment without the written consent of (Company), such consent not to be unreasonably withheld.

9. Notices. All notices given by either party to the other under this Agreement shall be in writing sent certified mail, return receipt requested, to the addresses shown elsewhere herein.

10. Damages. In no event shall (Company) be liable for special, indirect or consequential damages in connection with or arising out of the furnishing, performance or use of any product covered by this sales contract.

11. Governing Law. This contract shall be governed by and construed according to the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

12. Modifications. This contract may not be modified or terminated orally, and no modifications or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.

13. Assignment. This Agreement is not assignable by Customer without written permission from (Company), such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

14. Miscellaneous. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.

Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Agreement. In the event Customer uses Customer's purchase order form in connection with the ordering of the Equipment, such order will be governed by the terms of this Agreement and any provision of such order form which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect. (Company's) acceptance of such order is expressly made conditional on Customer's assent to the terms of this Agreement. Any acknowledgments by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgment which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

All drawings, designs and techniques and improvements (whether patentable or unpatentable) made or conceived by (Company) or its agents or employees in the fulfillment of this sales contract shall be the property of (Company) and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person any of such property.

Customer acknowledges that it has read this Agreement, and understands and agrees to all terms and conditions stated herein.