

DATE	SALES REPRESENTATIVE				DOCUMENT	
	BR/DIV	PRIMARY REP	NUMBER	PERCENT		
CUSTOMER ORDER NUMBER	BR/DIV	SECONDARY REP	NUMBER	PERCENT	ENTERED BY	
BILL-TO CUSTOMER NAME	BILL-TO CUSTOMER NUMBER	SHIP-TO CUSTOMER NAME	SHIP-TO CUSTOMER NUMBER		PURPOSE <input type="checkbox"/> SALE <input type="checkbox"/> LEASE <input type="checkbox"/> PRODUCT MOVEMENT	
ATTENTION	PHONE	ATTENTION	PHONE			
BILLING ADDRESS		SHIP TO ADDRESS				
CITY	STATE	ZIP	CITY	STATE		ZIP
BILL-TO CONTACT eMAIL ADDRESS		SHIP-TO CONTACT eMAIL ADDRESS				

QUANTITIES			SHIPPED FROM	PRODUCT CODE	SERIAL NUMBER	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	B/O					

SPECIAL INSTRUCTIONS:

PAYMENT TERMS

- LEASE ☐
 NET 30 DAYS ☐
 COD ☐
 CREDIT CARD ☐
 CHECK ☐

CHECK NUMBER

SUB TOTAL

SALES TAX	TAX CODE	TAX RATE	=	
DELIVERY	SHIP VIA		=	

TOTAL

COPIER/PRINTER SERVICE ONLY

☐ ITEMS WILL BE INCLUDED ON A **NEW** SERVICE/SUPPLY CONTRACT (PLEASE ATTACH)
☐ ITEMS WILL BE ADDED TO EXISTING CPP or FRB No.: _____
☐ ITEMS ARE OoG AND SERVICE/SUPPLIES WILL BE BY LOCAL SERVICE AGENT: _____
☐ ITEMS **WILL NOT** BE INCLUDED UNDER A SERVICE/SUPPLY CONTRACT _____

PLEASE PROVIDE ID TAG AND METER INFORMATION, OR ATTACH **SCHEDULE A**, IF MULTIPLE ITEMS

CUSTOMER INITIAL _____

CUSTOMER INITIAL _____

THIS IS THE FRONT PAGE OF THE SALES ORDER (THE "AGREEMENT") AND IS THE COVER PAGE. IT IS SUBJECT TO THE **TERMS AND CONDITIONS** SET FORTH HEREON, AND ON THE BACK PAGE HEREOF, WHICH THE CUSTOMER ACKNOWLEDGES HAVING READ AND ACCEPTED. COMPANY IS AUTHORIZED TO OBTAIN CREDIT INFORMATION FROM ANY CONSUMER REPORTING AGENCY TO DETERMINE CREDITWORTHINESS.

CUSTOMER SIGNATURE

TITLE

PRINTED CUSTOMER NAME

DATED

Thank You

LEWAN & ASSOCIATES, INC.
SALES ORDER TERMS AND CONDITIONS

1. **Definitions.** The first page of this Sales Order is called the Cover Page. The Cover Page and this Terms and Conditions page, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Company and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A. "Products" shall mean the equipment ("Equipment"), Software Licenses, and Professional Services identified in this Agreement.
2. **Scope.** This Agreement may be executed for:
 - a) A **SALE** of Products. If a SALE, Company hereby offers to sell and Customer hereby accepts to purchase those Products in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Products.
 - b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase of the Products in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of a lease agreement, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease. If, however, a lease agreement cannot be executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Products or return the Products to Company in Like New condition.
 - c) A **RENTAL** of Products. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.
3. **Acceptance and Non-Cancellation.** This Agreement shall become binding upon the Customer's execution and may not be cancelled or altered thereafter without the Company's written consent.
4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements. All risk of loss will transfer to the Customer upon delivery.
5. **Payment and Late Fees.** Payment must be received by Company within 30 days of the invoice date. Restrictive covenants on payment instruments will not reduce Customer's obligation. A late charge of 1.5% may be assessed on invoice balances 10 days or more overdue. Customer is responsible for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 5.
6. **Taxes.** Customer is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable hereunder ("Taxes"), which will be included in the invoice unless Customer timely provides proof of tax exempt status. Taxes do not include taxes on Company income.
7. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.
8. **Default.** If Customer breaches any obligation under this Agreement, Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, Company may terminate this Agreement.
9. **Indemnification.** To the extent permitted by law, (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of its use, ownership, possession, or financing, of the Products (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 9 shall survive termination of this Agreement.
10. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY PRODUCTS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH PRODUCTS PROVIDED UNDER THIS AGREEMENT.**
11. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Products under this Agreement (and the associated delivery and installation) shall not exceed the amount paid by Customer for the Products which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs of downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.
12. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") only with the Equipment with which it was delivered; and (b) software and accompanying documentation separately identified on the Cover Page ("Application Software"), provided Customer is current in the payment, including any applicable software license fees (if any). Application Software may be subject to, or accompanied by click wrap/shrink wrap licenses or a separate contract or End User License Agreement. Diagnostic Software is embedded in the Equipment and is a valuable trade secret used to evaluate or maintain the Equipment ("Diagnostic Software"). Customer is granted no right to use the Diagnostic Software. Other than as provided for herein, Customer has no other rights to the Base, Application, or Diagnostic Software (collectively, "Software") and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
13. **Governing Law.** This Agreement shall be governed by the laws of the state of Colorado without regard to the conflict of laws or principles of such states.
14. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.
15. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
16. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.
17. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSALS, QUOTATIONS, OR COMMUNICATIONS, WRITTEN OR ORAL, REGARDING THE ACQUISITION OF THE PRODUCTS FROM COMPANY. THE CUSTOMER FURTHER UNDERSTANDS THIS AGREEMENT IS NOT INTENDED TO SUPERSEDE ANY LEASE OR RENTAL AGREEMENT, OR OTHER CONTRACTS OR AGREEMENTS WHICH CUSTOMER MAY EXECUTE WITH THE COMPANY OR ANY THIRD PARTY REGARDING THE PRODUCTS

Initial _____

Date _____