



Sales Agreement

Date: _____

TERMS:

Customer # _____

Bill To: Company _____ Address _____ City _____ State/Province _____ Zip/Postal Code _____ Phone Number _____ Contact Name _____ Title _____ E-Mail _____	Ship To: Company _____ Address _____ City _____ State/Province _____ Zip/Postal Code _____ Phone Number _____ Contact Name _____ Title _____ E-mail _____
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 Taxable Non-Taxable Tax ID No. _____ Ship Via _____

CUST PO#	ORDER DATE	SCH. SHIP DATE	SCH. INSTALL DATE	SALES REP	LEAD SOURCE	# OF EMPLOYEES

Billing Type	Description	Quantity	Unit Price	Extension

Date Received	Internal Use Only	Initial Deposit	Sales Tax:	First Month Fees:
	Check No. _____			Last Month Fees:
<small>The above equipment order is subject to the terms and conditions provided herewith (and available at www.ctrny.com/terms.html) which the customer acknowledges have been read. Deposit checks are non-refundable. Order subject to applicable tax & freight charges. Prices valid for 30 days. Installation does not include the stringing of communications cable, the installation of network jacks, or the installation of power outlets. It is Purchaser's responsibility to assure that proper power and access to communication lines (where necessary) are available at each terminal location. Purchaser is obligated to provide appropriate computer hardware for software installation. Purchaser must supply an Internet connection for Online support. CTRNY 907 Broadway New York, NY 10010 1-800-777-5226 www.ctrny.com</small>				One-Time Fees:
				S & H:
				Sales Tax:
				Deposit Amount Due:

Purchaser By : _____ Date _____

CTRNY By: _____ Date _____

The following are the terms and conditions ("Terms") upon which Cincinnati Time Recorder, Inc. ("Company") sells and licenses equipment and software and provides services (hereinafter collectively referred to as the "Product") to a purchaser ("Purchaser"). Each Order Form, together with these Terms, and any documents specifically referenced herein (collectively the "Agreement") shall be the complete and exclusive agreement between Company and Purchaser. A contract is formed on the date that the Purchaser executes the Order Form (the "Effective Date") No terms and conditions or other understandings, oral or written, in any way purporting to vary the Agreement, whether contained in Purchaser's forms or elsewhere, shall be binding on Company unless approved in writing by Company. All pieces of equipment and software forming the Product, and all supplies, services, and prices related thereto, shall be specified in the Order Form, attached as Appendix A (the "Order Form"), and any proposals incorporated by reference in either of the foregoing.

1. PRICES. Prices and charges contained in the Agreement are exclusive of, and Purchaser is responsible for, all federal, state, municipal, or other government, excise, sales, use, export/import tariffs (duties) or like taxes. Unless otherwise noted in the Order Form, prices are firm for thirty (30) days.
 2. SECURITY INTEREST. Purchaser grants to Company, and Company retains a security interest in, all parts of the Product shipped pursuant to the Agreement, or the proceeds thereof, until the Purchaser shall have made full payment under the Agreement. In the event of failure to make payment when due and in accordance with the Agreement, the entire balance shall become due and payable at once. In case of default of payment, Company shall retain all deposits as are required as rental for the Product or any part thereof. Purchaser shall not sell (except in the ordinary course of business), mortgage, pledge, or lease the Product or any part thereof without the prior written permission of Company.
 3. PAYMENT TERMS. Unless otherwise noted in the Order Form, payment is due as follows: 50% upon the Effective Date, and 50% upon delivery of the Product. Company may require cash on delivery or stop goods in transit whenever, in Company's sole discretion, doubt as to Purchaser's financial responsibility arises. Unless otherwise specified in the Agreement, Company's cash terms require full payment of all outstanding balances upon delivery of the Product to Purchaser, whether or not any required installation or initial training has been completed. Pro-rata payments (determined in good faith by Company) shall be due for partial shipments. Where Purchaser is responsible for any delay in shipment, the date of delivery may be treated by Company as the date of shipment for purposes of payment. Any part of the Product not shipped because of Purchaser shall be held by Company at Purchaser's cost and risk, and Purchaser shall be responsible for reasonable storage and insurance expenses. Should payment not be made by Purchaser in accordance with the Agreement, Purchaser shall pay, and Company is entitled to collect as an additional purchase price, a sum equal to 1½% of the purchase price otherwise payable for each month the purchase price remains outstanding, computed from thirty (30) days after the date of the Agreement. In addition, the foregoing shall apply to any partial non-payments of the purchase price, whether or not such amounts are disputed by Purchaser.
 4. PURCHASER RESPONSIBILITY.
 - 4.1 Purchaser shall be aware of federal and local labor laws affecting employees in its industry. Company does not represent that its programming of time and attendance systems and devices will comply with applicable governmental labor codes but will rely strictly on Purchaser's policy with regard to its method or methods of accumulating time and reporting that time for payroll purposes. Any violation of the law or laws concerning reporting time, break time, accumulation of time, minimum wage, overtime, etc., shall be the sole responsibility of Purchaser.
 - 4.2 Prior to the delivery of the Product, Purchaser shall prepare the site(s) in which the Product is to be installed in accordance with specifications provided by Company. This includes adequate space for maintenance personnel, proper ventilation, normal temperature and humidity, proper electrical power consisting of a dedicated three-wire circuit, with isolated ground, for each unit or group of units, and properly configured computer and networking equipment. Company shall not be responsible for damage to the Product caused by inappropriate or insufficient site conditions.
 - 4.3 Initial training of management and/or operators will be provided to Purchaser by Company, at costs indicated in the Order Form, with amount of time deemed necessary for such training entirely at the discretion of Company. Subsequent training sessions are the responsibility of Purchaser. If requested to provide personnel for such additional training, Company may provide it at its then-current rates.
 - 4.4 Purchaser shall provide Company with all required information, approvals, or acceptances on a timely basis in order to facilitate the delivery and installation of the Product in a timely manner.
 5. CANCELLATION AND RETURNS. Orders may be cancelled only with Company's written consent and upon payment of reasonable and proper cancellation charges. If Company requires a deposit, such deposit shall be deemed a reasonable and proper charge in the event of cancellation. The Product or any part thereof may be returned only if authorized in writing by Company, and Purchaser shall be charged for placing the returned Product or any part thereof in saleable condition, any sales expenses incurred by Company therefor, a restocking charge, and any transportation costs paid by the Company. Any customizations required or requested by Purchaser after the Effective Date shall be governed by new and separate terms and conditions of sale, or be deemed a cancellation, at Company's option.
 6. SHIPPING AND DELIVERY.
 - 6.1 Unless Purchaser specifies otherwise in writing to Company on the Effective Date and Company agrees in writing, the following applies: (i) The Product shall be boxed or crated as Company deems proper for protection against normal handling, and extra charge shall be made for preservation, waterproofing, and similar added protection of the Product; and (ii) routing and manner of shipment will be at Company's discretion and may be insured at Purchaser's expense, value to be stated at purchase price. On all shipments of the Product F.O.B. from the Company's facility, delivery of the Product to the initial carrier shall constitute delivery to Purchaser, and the Product shall be shipped at Purchaser's risk. Any claim for loss or damage to the Product in transit must be made against the carrier and prosecuted by Purchaser.
 - 6.2 Delivery, shipment, and installation dates are estimated dates only, and unless otherwise specified, are determined from date of receipt of complete technical data and approved drawings, as such may be necessary. Company shall not be liable directly or indirectly for any delay due to acts(s) beyond Company's control, including but not limited to delays of carriers, delays from labor difficulties, shortages, lockouts, strikes, or stoppages of any sort, fires, bad weather, accidents, failure or delay in obtaining materials, components or manufacturing facilities, acts of third parties, acts of governmental authorities or any agencies or commissions thereof, acts of war, breakdowns of Purchaser's supporting computer or networking equipment, communication-line failures, or inaccessibility or insufficiency of Purchaser's site conditions, and the estimated delivery date shall be extended accordingly.
 7. WARRANTY.
 - 7.1 Equipment Warranty
 - 7.1.1 Company warrants that Products consisting entirely of mechanical equipment shall be free from defects in materials and workmanship for a period of one (1) year from date of shipment thereof. Company warrants that Products including mechanical and electronic parts shall be free from defects in material and workmanship for a period of ninety (90) days from date of shipment thereof.
 - 7.1.2 Company's sole responsibility under this warranty shall be to repair, replace or give proper credit for, at Company's sole option, any component that is determined by Company to have defects in material or workmanship.
 - 7.1.3 Company shall, at Company's sole option, perform warranty work either at a Company facility, at Purchaser's site, or by telephone during Company's ordinary business hours. Return transportation of the Product or any part thereof to a Company facility shall be prepaid by Purchaser.
 - 7.2 Software Warranty. All software is provided to Purchaser "as is," and Company makes no warranty with respect thereto.
 - 7.3 General
 - 7.3.1 The foregoing warranties are contingent upon Company's receipt from Purchaser of prompt notice of any defects, together with normal and proper use and operation of the Product, and shall not apply to equipment that has been installed, repaired or altered after shipment to Purchaser by anyone except Company's authorized employees, or to equipment forming any part of the Product that has been maintained by persons other than Company's authorized employees. Purchaser acknowledges that the Product must be periodically maintained. Purchaser's failure to have such periodic maintenance performed may void Company's warranty responsibilities.
 - 7.3.2 Notwithstanding anything to the contrary in the foregoing, no warranty whatsoever is given hereunder relating to electronic, vacuum or gauge tubes, batteries or lamps, or ribbons, and Company shall have no obligation to repair or replace same.
 - 7.3.3 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT EXCEPT AS SET FORTH IN PARAGRAPHS 7 AND 8 OF THIS AGREEMENT.
 8. LIMITATION OF REMEDIES AND DAMAGES. Company's entire liability and Purchaser's exclusive remedy for any claim of any kind against Company shall be as follows:
 - 8.1 In all situations involving performance or nonperformance of the Product or any part thereof, Purchaser's remedy shall be as set forth in paragraphs 7 above.
 - 8.2 Company's liability for damages to Purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will not exceed any amounts actually paid to Company by Purchaser during the 30 day period immediately preceding the events giving rise to such liability.
 - 8.3 Purchaser agrees to indemnify Company against and hold Company harmless for any expense or loss arising out of or resulting from the faulty or negligent installation of the Product or any part thereof by Purchaser or any of Purchaser's installers, or for failure by Purchaser or Purchaser's installers to install the same according to any written instructions furnished by the manufacturer or Company.
 - 8.4 Purchaser acknowledges that Purchaser is responsible for protecting its data by making backups and agrees to indemnify Company and hold Company harmless against the consequences of any loss or corruption of its data, whether or not caused by a malfunction of the Product.
 - 8.5 IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES CAUSED BY PURCHASER'S FAILURE TO PERFORM ITS RESPONSIBILITIES UNDER THE AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS OR FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY CLAIM BY ANY THIRD PARTY.
 9. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or any optional extensions of this Agreement, or arising out of the validity, construction, or performance of this Agreement, or the breach thereof, shall be resolved by arbitration according to the rules and procedures of the American Arbitration Association, as they may be amended from time to time. Such rules and procedures are incorporated herein and made a part of this Agreement by reference. The parties hereby consent to the laying of venue for any AAA arbitration in the Borough of Manhattan, New York City. Further, the parties agree that they will abide by and perform any award rendered in any such arbitration and that any court of competent jurisdiction may issue a judgment based upon that award. Moreover, the prevailing party shall be entitled to reimbursement of reasonable attorney fees and costs.
 10. PATENT AND COPYRIGHT INFRINGEMENT AND INDEMNIFICATION. Company shall defend, at its expense, any claim or action brought against Purchaser alleging that the Product or any part thereof manufactured by Company or its suppliers and sold hereunder infringe a United States patent or copyright, and shall pay all costs and damages finally awarded in an amount not to exceed the purchase price paid to Company for the allegedly infringing Product or part thereof; provided, however, that Purchaser shall give prompt written notice of such claim to Company and shall promptly transmit to Company all papers served on Purchaser in any suit involving such claim of infringement, and provided further, that Company shall, at its option, have entire charge and control of the defense of such suit. In the defense or settlement of such claim, Company may, at its option obtain for Purchaser the right to continue using the Product, replace or modify the Product so that it becomes non-infringing or, if such remedies are not reasonably available, grant Purchaser a credit for the Product as depreciated and accept its return. Company shall not have any liability if the alleged infringement is based upon the use or sale of the Product in combination with any other products or devices not furnished by Company or its suppliers. The foregoing expresses the Company's entire and exclusive warranty and liability with respect to patent and copyright infringement, and Company disclaims all other liability for patent and copyright infringement, including without limitation any incidental or consequential damages arising thereof. Purchaser shall indemnify and hold Company harmless against any and all claims, demands, liabilities, damages, costs and expenses (including attorney fees) resulting from or arising out of any claim of patent infringement arising out of the manufacture by Company or its suppliers of the Product or any part thereof manufactured or modified in accordance with a design or specifications furnished by Purchaser.
 11. PROPRIETARY DATA. All documentation, schematics, engineering or production prints, drawings, technical data, maintenance materials, test equipment, and any other documents or property that are proprietary to Company or its suppliers shall remain the exclusive property of Company and shall be for Company's sole use. Unless otherwise specifically agreed to in a writing, signed by an authorized officer of the Company, neither Purchaser nor any representative of Purchaser shall have any right to examine or audit Company's cost accounts or books or records of any kind.
 12. Services.
 - 12.1 Company provides access to Attendance on Demand, a proprietary time and attendance solution provided by and hosted by Attendance on Demand, Inc. (collectively, "AOD") and may provide access to other vendors providing similar services identified on the Order Form ("Other Vendors") which performs various time and attendance functions ("Time & Attendance Services").
 - 12.2 Purchaser agrees: (i) that it is solely responsible for its use of the Time & Attendance Services, which Purchaser is using at its own risk, (ii) that anyone having access to Purchaser's user identification and password can gain access to the Time & Attendance Services and that Purchaser is solely responsible for protecting such access; (iii) that Purchaser is solely responsible for any loss of information, data, programs, breaches of security, viruses and disabling or harmful devices that Purchaser may download or otherwise experience as a result of Purchaser's use of the Time & Attendance Services.
 - 12.3 If Purchaser subscribes to or utilizes a third party service provider ("Service Provider"), including but not limited to those Service Providers identified on the Order Form, payroll companies, or other third-party integration providers, Purchaser agrees and consents that Company and/or AOD and/or Other Vendors may share Purchaser's information and data with such Service Providers for purposes of payroll or other services. Purchaser remains responsible for the accuracy and completeness of all of Purchaser's information and data provided to or obtained by AOD and/or Other Vendors and/or Company. Service Providers and other websites that may be accessible through the Time & Attendance Services have their own privacy policies and data collection, use and disclosure practices. We encourage you to familiarize yourself with the privacy statement/policies provided by all third parties prior to providing them with information.
 - 12.4 By using the Time & Attendance Services, Purchaser agrees to be bound by AOD's Terms & Conditions for Use of Time and Attendance Services (available at: <https://attendancedemand.com/terms-conditions.html>) and Privacy Policy (available at: <http://attendancedemand.com/privacy-policy.html>) which are incorporated by this reference into the Agreement and which may be amended from time to time by AOD. If Purchaser is provided access to services provided by an Other Vendor, Company shall provide Purchaser with applicable terms and privacy policies of said Other Vendor and, by using the services of the Other Vendor, Purchaser agrees to be bound by said Other Vendor's terms and privacy policy. Purchaser agrees that Company is a third-party beneficiary of the AOD Terms & Conditions and AOD Privacy Policy and of any terms and privacy policies of said Other Vendor. In order to access the Time & Attendance Services, Purchaser may be asked to provide information that allows Purchaser to be identified as a particular person, such as name, address, phone number, email address and company ("Personal Data"). By providing such Personal Data, you are consenting to the use of it in accordance with AOD's Privacy Policy (or similar policies of said Other Vendor), including without limitation, your acknowledgement and agreement that such Personal Data may be transferred to AOD's offices and servers and/or those third party providers with whom AOD has a relationship and/or to said Other Vendor, including analytics and advertising partners, and to affiliates, employees, and contractors of AOD or said Other Vendor located in the United States and other countries.
 - 12.5 Company does not guaranty that Purchaser will be able to access the Time & Attendance Services at any particular time or during scheduled maintenance periods and does not guarantee the security of the Time & Attendance Services.
13. GENERAL.
 - 13.1 Any provision of this Agreement that is prohibited by the law of any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining portions of this Agreement.
 - 13.2 The Agreement or Company's written acceptance of Purchaser's purchase order, if applicable, shall constitute a binding contract between Company and Purchaser, which shall be governed by the laws of the State of New York, without regard to its choice of laws principles.
 - 13.3 Company's acceptance of Purchaser's purchase order is conditioned on Purchaser's assent to these Terms in lieu of those in Purchaser's purchase order form, or in any other writing provided by Purchaser. Company's failure to object to provisions contained in any purchase order, related documents, or communication(s) from Purchaser shall not be deemed a waiver of the provisions of this acceptance. Any changes in the Agreement must specifically be agreed to in writing by an authorized representative of Company before becoming binding on either Company or Purchaser. Company shall not be bound by statements or promises or any prior of contemporaneous statements or agreements made by any of its representatives or agents that are not stated in writing and explicitly made a part of this Agreement.
 - 13.4 Prices are based upon Company's interpretation of the job plans and specifications, and the Product may be subject to the approvals of a qualified architect and electrical engineer, whether or not specified in the Order Form or Purchaser's purchase order form. This Agreement also may not include all addenda to those job plans and specifications, and Company cannot assume liability for same. Further, quantities must be specifically verified in writing by authorized representatives of each of Company and Purchaser before acceptance of Purchaser's purchase order. Purchaser hereby grants to Company the right to disclose to the public, by advertising or otherwise, the name of Purchaser as a customer of Company.