### Conditional Sales Agreement

This Agreement is made this <DATE> by and between <COMPANY NAME> hereinafter called the Contractor and <CLIENT NAME> hereinafter called the Owner. The Contractor and Owner agree as follows:

**1. Scope of Work -** Contractor shall furnish and pay for all equipment and perform all work necessary and appropriate to furnish and install the systems integration equipment in the facility as described in the attached three page proposal dated <INSERT DATE>.

**2. Responsibility of Others -** Unless otherwise noted in the proposal, the Owner shall be responsible for all electrical work such as but not limited to AC power, conduit systems, and outlet boxes. All finishes will be supplied as standard manufacturer's finish. All other work necessary to the completion of the project and not specifically defined in the proposal as being furnished by the Contractor shall be the responsibility of the Owner.

**3. Existing Equipment -** Unless otherwise noted in the proposal, all existing equipment shall remain the property of the Owner and will be incorporated into the new system as proposed. Contractor shall remove and may reuse such equipment as necessary for the purposes of this Agreement.

**4. Time of Commencement and Substantial Completion -** The work to be performed under the terms of this Agreement shall be commenced immediately upon receipt of the signed Agreement and down payment and shall be substantially completed as a useable system as the construction schedule allows.

This date shall be subject to extensions due to conditions beyond the control of the Contractor such as acts of nature, delays in material delivery where the Contractor's actions have no effect, accessibility to the facility, and delays of work by others where such work is necessary to the completion of the project.

**6. Insurance -** Contractor shall furnish to the Owner a Certificate of Insurance including general liability, auto, and workers' compensation limits prior to commencement of any work on site.

**7. Agreement Sum -** The Owner shall pay to the Contractor for the performance of the work, the amount of <INSERT DOLLAR AMOUNT> as stated in the attached proposal subject to additions and subtractions by written change order. No changes to the Agreement sum can be made by either the Contractor or the Owner without a written change order agreed to by both parties.

**8. Payment -** The Agreement sum shall be paid as follows: <INSERT DOLLAR AMOUNT> down payment due with the completed Agreement, <INSERT DOLLAR AMOUNT> due upon commencement of the project on site, and the final amount – <INSERT DOLLAR AMOUNT> due within thirty days from the date of final acceptance or first beneficial use whichever occurs first.

*PLEASE NOTE: Dependent on the state, the type of project, the type of equipment and other variables of the installation sales and/or usage tax should be included as applicable.*

Any costs that are incurred due to changes in the completion date at the request of or caused by the Owner shall be the responsibility of the Owner and shall be due upon receipt of invoice for same.

Contractor shall provide a lien waiver to the Owner upon receipt of each payment.

Contractor reserves the right to file a lien against the Owner's property if the Owner fails to make complete payment. The full balance shall become due on default of payment with the Owner paying all reasonable legal fees and costs of collection. Upon default, the Contractor shall have the right to retake the goods, hold or dispose of them and collect expenses together with any deficiency due from the Owner, but subject to the Owner's right to redeem pursuant to the law.

**9. Title to Goods -** Title to goods is retained by the Contractor until payment of the full Agreement sum subject to allocation of payments and release of security as required by law. The Owner agrees to keep the goods safe, free from other liens and at the address of the installation.

**10. Warranty -** Contractor guarantees all equipment (with the exception of existing and/or Owner provided equipment and wiring) and workmanship provided under this Agreement to be free of defects for a period of one year from the date of final acceptance or first beneficial use whichever occurs first. Contractor will repair or replace, at its option, any defective equipment and will correct any defective workmanship during normal business hours while the warranty is in effect at no cost to the Owner.

All equipment warranties provided by equipment manufacturers that extend beyond one year become warranties between the Owner and the equipment manufacturer and the Contractor has no liability beyond the stated one year period.

This warranty does not apply in case of abuse, misuse, neglect, acts of nature, or readjustment of system settings when they have been changed by anyone other than the Contractor.

**SIGNATURE PAGE**

**CONTRACTOR OWNER**

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Authorized Signature Authorized Signature

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Date Date