

Company				
Address				
City		State		Zip

Legal Status(s)	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Public School/University	<input type="checkbox"/> Non-Profit
Tax ID #		DUNS #		Number of Employees		
Nature of Business				Year Established		

The following are authorized to approve and sign Purchase Orders: _____

Accounts Payable Contact _____ Email _____ Phone _____
 (Invoices will be sent electronically to this address)

Registration Contact _____ Email _____ Phone _____
 (Registration and notices will be sent electronically to this address)

Purpose: Liberty Labs, LLC will accept orders from the above named via Purchase Order ("P.O.") under the terms of the agreement.

Terms and Conditions: These terms and conditions ("*Terms and Conditions*") constitute a material part of the agreement between Liberty Labs, LLC, a California corporation ("*Liberty Labs*"), and the above-named company ("*Buyer*" or "*you*").

Modifications: You may not modify the terms of this agreement. Terms indicated on your P.O. that are inconsistent with these terms will not be accepted by Liberty Labs. These Terms and Conditions supersede any terms and conditions in any documentation. Liberty Labs may modify these terms and conditions and update you via email at the email address provided above. If you do not agree to these updates, you shall not submit any more P.O.s. Submission of a P.O. after an update signifies your acceptance of any changes.

By submitting a P.O., you hereby agree to the following:

1. **Promise to Pay.** You agree to pay for purchases made using a P.O. You agree to pay the full amount indicated on the P.O., and any associated fees as described below.
2. **Credit Approval and Accuracy of Information.** All purchase orders are subject to current credit approval. Liberty Labs may request additional information, such as credit references, based on your credit history with us and the amount of credit requested. You agree to provide accurate information and not omit relevant information. Liberty Labs may refuse to accept any purchase order or refuse to supply products or services to you if you do not meet Liberty Labs' current credit requirements or if you have any past-due invoices. Liberty Labs may place purchase orders on hold until you pay all outstanding past-due invoices.
3. **Purchase Orders.** All purchase orders must contain the following information. We may delay fulfilling purchase orders missing any of this information.
 - a. Company name
 - b. Physical address
 - c. Contact name, phone number, and email address

- d. Purchase order number
 - e. Purchase order issue date
 - f. Total amount
 - g. Valid signature
4. **Changes and Cancellations.** You may only change or cancel a purchase order within 24 hours of placing it.
5. **Payment.**
- a. **Invoice.** An Invoice for the amount of your P.O. will be sent electronically, to the email address provided above, upon fulfillment. If you require a paper copy of your invoice, you may print one. If there are any issues with the invoice, please contact us immediately via phone or email.
 - b. **Currency.** All amounts are in U.S. Dollars, and payments must be made in U.S. Dollars.
 - c. **Terms.** Payments are due within 30 days from the date of the P.O. Payments must be received by close of business on the date indicated on your invoice.
 - d. **Late Payment.** Late payments are subject to a fee of \$50.00 or 1.5% per month (whichever is higher). We may impose an additional \$50.00 fee for any returned check. Support services may be suspended for accounts that are not in good standing, including non-payment of service charges and other fees.
 - e. **Foreign Payment Fees.** A fee of \$50.00 will be charged for all wire transfers. A fee of \$15.00 will be charged for all foreign checks.
6. **Duties and Taxes.**
- a. **Sales Outside the US.** You are solely responsible for import duties, taxes, and brokerage fees ("Duties"). Duties are not included in the product price or shipping cost, and these will be collected upon delivery from the carriers as applicable. You should check with your country's customs office to determine what these additional costs will be.
 - b. **Sales to California Addresses.** Liberty Labs collects and remits California sales tax on taxable products sold to addresses in the state of California.
 - c. **Sales outside California:** Liberty Labs does not collect state taxes for other states. If your address is outside California, you are responsible for any sales or use taxes. Liberty Labs may collect and remit sales or other tax for other states or governmental entities in the future.
7. **Delivery.** Products are delivered electronically unless otherwise specified.
8. **Returns and Refunds.** Liberty Labs will authorize a return only if Buyer requests it within 30 days after delivery date. Shipping charges are not refundable. All returns are subject to Liberty Labs' return policy.
- a. **Trial Period.** **TRAIN TRACK®** has a fully functional trial version which you may evaluate for a period of 30 days. Once you have purchased this product and received your registration number, the product cannot be returned. Please evaluate the product before purchasing as refunds cannot be issued after the trial period.
 - b. **Refunds.** For specific versions or components that do not have a trial period, refunds may be issued within 30 days of purchase if you are not satisfied.
 - c. **Customizations.** Customized products cannot be returned and fees for customization services are non-refundable, except in the case where an advance payment was made, and we were unable to deliver the customized product as required.
 - d. **Hosted.** Hosted services paid in advance will be refunded for the unused portion of monthly fees on a pro-rated basis in the event of cancellation with 30 days notice.
9. **License Agreement.** For software purchases, the terms of the End User License Agreement will apply and are available at <https://libertylabs.com/LicenseAgreement.pdf>.
10. **Term and Termination.**
- a. **Term.** This agreement begins on the date you submit this agreement or your first P.O., whichever is sooner, and continues until terminated under this section 10.
 - b. **Termination.** Either party may terminate this agreement for any reason by giving 30 days' prior written notice to the other party. If you terminate the agreement, you will still be responsible for payment of any existing P.O.s.
11. **Assignment.** Buyer shall not assign (including by way of merger, consolidation, or sale of all or substantially all of Buyer's stock or assets) this agreement without Liberty Labs' prior written consent. Subject to the foregoing, this agreement will be binding upon

the parties and their respective successors and permitted assigns. Any assignment or assumption without Liberty Labs' prior written consent will be null and void.

12. **Notices.** Liberty Labs will send all notices to Buyer to the email address it designates. Buyer will send all notices to Liberty Labs to support@libertylabs.com.

13. **Disputes.**

- a. **Indemnification.** Buyer agrees to indemnify and hold Liberty Labs harmless from all claims, demands, and costs, including reasonable attorney fees, made by third parties against Liberty Labs relating to Buyer's use of products purchased from Liberty Labs, and to pay any costs and expenses Liberty Labs incurs to enforce Buyer's obligations, including the costs of collection for any unpaid amounts Buyer owes to Liberty Labs.
- b. **Choice of Law; Forum Selection.** These Terms and Conditions are governed by the laws of the State of California without reference to its choice of law rules. Buyer irrevocably consents to exclusive personal jurisdiction and venue in the state and federal courts in San Diego County, California, regarding any actions, claims or proceedings arising out of these Terms and Conditions and any Purchase Order hereunder.
- c. **Arbitration.** As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of these Terms and Conditions or any purchasing subject to them, a party may demand that any such dispute be resolved by arbitration under the American Arbitration Association's commercial arbitration rules, but the American Arbitration Association shall not administer the arbitration unless the parties agree to it. Judgment on the award rendered by arbitration may be entered in any court having jurisdiction.

I agree to the terms and conditions set forth above:

Print Name _____ Title _____

Signature _____ Date _____

For Office Use Only		
Date Approved:	Approved By:	Recorded:

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