

AGREEMENT FOR THE SALE OF GOODS

This Agreement for the Sale of Goods ("Agreement") by and between [Bytescribe Development Company, Inc., an Alabama Corporation](#) ("Seller") and _____ ("Buyer").

1. Sale.

Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase the following tangible personal property (the "Goods"): [Orator Dictation System](#).

2. Support.

Seller will provide training and support for a period of **30 days** from the date of purchase. After the initial 30 day period, all computer and hardware support responsibilities will be transferred to Buyer's technical staff. Telephone support after the initial 30 day period is not included and will be subject to charges. Response time is not guaranteed.

3. Shipping.

Buyer shall be solely responsible for the expenses associated with shipping. The risk of loss from any casualty to the Goods, regardless of the cause, shall be upon Buyer upon the delivery of the Goods to Buyer's shipper as set forth herein. When practicable, Seller will follow Buyer's requested shipping instructions. If none are requested, Seller will use its discretion in selecting an appropriate transportation method.

4. Right of Inspection.

Buyer shall have the right to inspect the goods on arrival at Buyer's facility. Within **30 days** after delivery, Buyer must give notice to Seller of any claim with respect to the condition, quality or grade of the Goods or non-conformance to this Agreement, specifying the basis of the claim in detail. Failure of Buyer to comply with these conditions within the time set forth herein shall constitute irrevocable acceptance of the Goods by Buyer. In the event the Goods do not conform to this Agreement, Buyer's sole remedy and Seller's sole obligation, shall be at Seller's option to replace the Goods at Seller's expense or credit Buyer the amount of the purchase price minus a **10% restocking fee** for the non-conforming goods. Return shipping shall be the responsibility of Buyer.

5. Warranty.

Seller warrants that the hardware components sold hereunder will be free from defects in material and operation for a period of **90 days** from the date of purchase. Hardware components covered by this warranty include computer hard drives, memory, motherboard, power supply, and CD ROM drive. Only manufacturer's warranty will exist for Intel voice boards. Voice boards damaged by power surges or lightning are not covered by any warranty and must be returned to the manufacturer for repair. If hardware components are found defective during normal use, Buyer shall notify Seller of the claimed defects to receive an RMA number. Buyer shall ship defective parts with RMA number to Seller at Buyer's expense. Seller shall, at its own expense, furnish replacement hardware components for the defective components and ship to Buyer at Seller's expense. **BUYER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below.

Buyer:
Company: _____
Signed: _____
Print Name: _____

Title: _____
Date: _____