



SALES AGREEMENT FOR SERVICES

Delaware Valley Safety Council

This Sales Agreement for Services ("Sales Agreement") is made effective as of the date of execution on the signature page below and is between Delaware Valley Safety Council, of 510 Heron Drive, Suite 210, Swedesboro, New Jersey 08085, ("DVSC"), and the specific company executing the agreement ("The Undersigned") as indicated on the signature page.

1. DESCRIPTION OF SERVICES. Beginning on date of execution, DVSC will provide to The Undersigned any or all of the following services (collectively, the "Services"):

Providing: safety training; test prep; testing; company specific presentation development, conversion and streaming; and, with particular specific programs, certifications. Some training, testing and certification can be provided on-site.

2. PAYMENT. Payment shall be sent to 510 Heron Drive, Suite 210, Swedesboro, New Jersey 08085, in the full agreed upon amount upon completion of the services described in this Contract.

In addition to any other right or remedy provided by law, if The Undersigned fails to pay for the Services when due, DVSC has the option to treat such failure to pay as a material breach of this Sales Agreement, and may cancel this Sales Agreement and/or seek legal remedies as described below under "Remedies on Default."

DVSC only extends credit under company purchase orders and/or this duly signed and executed Sales Agreement, and will issue invoices promptly upon the completion of the services outlined under a specific purchase order number or in accordance with the Sales Agreement. Purchase orders written as blanket purchase orders are acceptable. DVSC also accepts credit cards, company checks and money orders. DVSC does not accept cash or personal checks.

3. WARRANTIES. DVSC shall provide its services and meet its obligations under this Sales Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in DVSC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to DVSC on similar projects.

4. TERM. This Sales Agreement may be terminated by either party upon 90 days prior written notice to the other party.

5. WORK PRODUCT OWNERSHIP. Any copyright-able works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by DVSC in conjunction with, and exclusively for The Undersigned in connection with the Services will be the exclusive property of The Undersigned. Upon request, DVSC will execute all documents necessary to confirm or perfect the exclusive ownership of The Undersigned to the Work Product.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Sales Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Sales Agreement.

7. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Sales Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Sales Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Sales Agreement.

8. FORCE MAJEURE. If performance of this Sales Agreement or any obligation under this Sales Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable

control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. ARBITRATION. Any controversies or disputes arising out of or relating to this Sales Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Sales Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Sales Agreement.

10. CONFIDENTIALITY. DVSC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of DVSC, or divulge, disclose, or communicate in any manner, any information that is proprietary to The Undersigned. DVSC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Sales Agreement.

11. NOTICE. Any notice or communication required or permitted under this Sales Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

12. ENTIRE AGREEMENT. This Sales Agreement contains the entire agreement of the parties regarding the subject matter of this Sales Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Sales Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Sales Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

14. SEVERABILITY. If any provision of this Sales Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sales Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Sales Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Sales Agreement shall be governed by and construed according to the laws of the State of New Jersey without reference to its conflicts of law principles.

17. SIGNATURES. This Sales Agreement shall be signed on behalf of The Undersigned by a duly authorized official of The Undersigned, and on behalf of DVSC by Delaware Valley Safety Council's Executive Director and effective as of the date below written.

Recipient Company and Address:

By: _____ (Signature)

_____ (Printed Name)

_____ (Title)

Service Provider:

Delaware Valley Safety Council

By: _____

Brian W. McClafferty
Executive Director