

TERMS AND CONDITIONS FOR THIS EQUIPMENT SALES AGREEMENT

1. We agree to sell you and you agree to purchase from us the equipment as listed above. We hereby warrant that the equipment is fully operational and functional as originally intended by the Original Equipment Manufacturer. The Warranty extends throughout the service period. In the unlikely event the equipment does not function upon its arrival, Seller will replace the unit with a similar model or refund all payments by Buyer without setoff.
2. If your payments above do not include taxes, you agree to pay the tax in addition directly to the appropriate government agency or to us as directed at a later date.
3. If you fail to make any payment as agreed above, this agreement will be considered in default and we shall be entitled to the remedies accorded to us by the laws of the State of Ohio, which includes the forfeiture of any monies paid to us prior to the default having occurred. If you cancel, you agree to forfeit the deposit paid to us as a cancellation/restocking fee or an amount equal to 10% of the total order amount, whichever is lower.
4. The delivery of the system will be made in a timely fashion, however, you acknowledge that circumstances may occur during the refurbishment and delivery process may occur. Refurbishment shall include all parts, labor and other materials necessary for and incidental to the refurbishment of the Equipment in accordance with acceptable standards of the original equipment manufacturer and deliver to your place of business as shown above. We will place the Equipment in the room you designate and provide all operating manuals for the Equipment. You agree to pay the cost of freight as shown above.
5. We are the owner of the equipment by contract or possession until such time as all payments from you are received and title will pass to you at the time of delivery.
6. We are selling the equipment to you with a warranty as shown above and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you all warranties, if any, made by the manufacturer or supplier. We are not liable to you for any modification or revision of supplier or manufacturer warranties. The warranty provided by us is void should you fail to make any payments as agreed above.
7. You are responsible for using the equipment properly and in accordance with the manufacturer's operating instructions. You are responsible for protecting the equipment from damage and from any other kind of except for ordinary wear and tear while the equipment is under warranty. Should it be necessary in your state to have a physicist or department of health inspection prior to the first use of the equipment, you agree that it is your responsibility to do so.
8. You will keep the equipment only the location address shown above while under warranty. Moving the equipment may result in damage to the equipment and void the warranty. You agree that the equipment will not be moved, deinstalled or removed without our written permission in advance.
9. You are responsible for any losses or injuries caused by the installation or use of the equipment, including business losses. You agree to reimburse us for and defend us against any claims or losses or injuries caused by the equipment.
10. If you do not pay the payments when due or if you break any of your promises to this Agreement, you will be in default. If you default, we can require that you pay the remaining balance of this Agreement in full. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney fees and actual costs.
11. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.
12. This Agreement is non-cancelable and we may keep any deposit you give us to cover any costs or losses or other fees that we may incur including but not limited to restocking fee, cancellation fee or other costs that we may incur.
13. Should any problems or legal issues arise from the performance of this Agreement, you agree to resolve the disputes in accordance with the laws of, and within the venue of, the State of Ohio, County of Cuyahoga.

do not write below this line

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