

TERMS AND CONDITIONS OF SALE

1. Title shall pass to Buyer upon the earlier to occur of Connell's receipt of payment in full, in immediately available funds, or Buyer's receipt of a bill of sale for the equipment that is executed by Connell Equipment Leasing Company, a division of Connell Finance Company, Inc. ("Connell"). Unless expressly agreed to the contrary by Connell in writing, Buyer shall have no right to possession of the equipment and shall not take delivery or be deemed to have taken delivery until one of the foregoing two events shall have occurred. Risk of loss of the equipment (or any part thereof) shall pass to Buyer at the instant that title to the equipment shall have passed to Buyer under the terms and conditions hereof. Until title has passed to Buyer, the equipment shall be subject to prior sale by Connell and this transaction shall be subject to written revocation by Connell.

2. Unless otherwise indicated on the front hereof, Shipper shall cause Equipment to be transported from the "Current Location" to "Destination" at Shipper's risk and expense. Sales/use taxes will be charged by Connell and are to be paid by Buyer along with the purchase price unless: (i) the equipment is to be shipped via common carrier to a location outside of the state of "Current Location" for use outside of such state and Buyer provides a tax exemption certificate or direct payment authorization for the destination state; (ii) the equipment is to be shipped to a location within the state of "Current Location" and Buyer provides an in-state tax exemption certificate or direct payment authorization; or (iii) the equipment is to be picked up within the state of "Current Location" by an out-of-state Buyer and such Buyer provides an in-state tax exemption certificate or direct payment authorization. Buyer shall provide Connell with a copy of all waybills, bills of lading or other similar transit documents.

3. IN THE EVENT THAT ANY CONDITION REPORT HAS BEEN PREPARED BY OR ON BEHALF OF CONNELL AND SUPPLIED TO BUYER, SUCH CONDITION REPORT HAS BEEN PROVIDED FOR THE CONVENIENCE OF BUYER. WHILE CONNELL INTENDS AND BELIEVES ANY SUCH CONDITION REPORT TO BE ACCURATE, CONNELL DOES NOT REPRESENT OR WARRANT THE ACCURACY OF SUCH REPORT. THE EQUIPMENT HAS BEEN AVAILABLE FOR INSPECTION BY BUYER PRIOR TO PURCHASE, AND BUYER SHALL RELY UPON SUCH DUE DILIGENCE, IF ANY, AS BUYER UNDERTAKES PRIOR TO PURCHASE. CONNELL DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH REGARD TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, ITS FITNESS FOR A PARTICULAR PURPOSE, OR ITS NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS (OF ANY NATURE WHATSOEVER) OF ANY PARTY. THE EQUIPMENT IS SOLD "AS IS - WHERE IS".

4. Under no circumstances shall Connell be liable to Buyer for any lost revenue, lost profits, or possibility of such damages, whether or not foreseeable, or any indirect, special, punitive or consequential damages. In any event, any responsibility of Connell hereunder for any damages shall be limited to an amount equal to the purchase price paid by Buyer for the equipment. This paragraph states the entire liability of Connell hereunder, and shall apply regardless of the form of action, whether in contract or in tort, including negligence. Buyer shall hold Connell harmless for any damages caused to any person or entity, and as to any third party claim, arising out of Buyer's failure to perform its responsibilities hereunder or in accordance with its agreements hereunder.

5. Buyer shall have no right to assign this transaction (including delegation of its obligations hereunder) without the prior written consent of Connell. In the absence of such consent, no such assignment shall be effective.

6. The terms and conditions governing this transaction shall solely be the terms and conditions hereof. Connell hereby notifies Buyer that it rejects in advance any inconsistent, additional or different terms or conditions proposed by Buyer, whether orally or in any document forwarded by Buyer. This document integrates and supersedes all prior and contemporaneous agreements and terms and conditions forwarded by either party, whether written or oral. These terms and conditions may not be modified, and shall not be deemed modified, unless done in writing where such document is executed and delivered by both Connell and Buyer, notwithstanding Connell's receipt of any documents from Buyer which Connell does not execute. Connell's conclusion of this transaction is expressly conditioned upon Buyer's agreement with all the terms and conditions hereof.

7. Connell shall not have any liability hereunder for any delay in its performance caused by circumstances beyond its control, including, without limitation, any "act of God", fire, flood, war, government regulations or directions or requests, accidents or labor troubles or, in the case of equipment coming off lease, by a lessee that delays delivery of, or wrongfully refuses to deliver, the equipment to Buyer.

8. Connell's sale of the equipment is a sale of hardware only and is not a sale, license or sub-license of any software/program code in any form, regardless of whether such software/program code is integrated within or otherwise included with the equipment. Any software/program code included with the equipment may be the property of a third party, and Buyer shall destroy it or obtain an appropriate license for Buyer's use of it.

9. In the event that Buyer wishes to export the equipment, Buyer shall comply fully with all applicable laws and regulations, including obtaining any export licenses that may be required prior to such export.

10. This transaction shall be governed by the laws of the State of New Jersey, without giving effect to its conflict of laws principles. The parties hereto hereby agree to the exclusive jurisdiction of a competent federal or state court sitting in the state of New Jersey to hear any claims or causes of actions arising out of or related to the transaction contemplated herein, and that such court shall be a proper forum, and they hereby waive any objections to venue or jurisdiction. Any portion of this document that is found by competent judicial authority to be invalid, illegal or unenforceable in any respect shall be deemed severed without affecting the validity and legality of the rest of it. All obligations and duties herein that by their terms survive the expiration or termination hereof shall remain in effect beyond any expiration or termination.