

CONDITIONS OF DELIVERY AND ACCEPTANCE

Title to the property sold and delivered in accordance herewith shall not pass to the Purchaser until the full price therefor shall have been received in cash by the Seller. Notes or other evidences of indebtedness shall not be deemed payment of the purchase price. Only cash shall be considered as payment. Until full payment of such price is received by the Seller, no one shall have any right to sell, mortgage, lien or dispose of such products.

To the extent of any unpaid balance, the sale and delivery in accordance herewith shall be deemed a secured transaction subject to repossession for default in payment or other breach of any provision herein. As part consideration for the terms granted herein, the Purchaser, by accepting delivery of the goods or property sold hereby, waives his rights to a hearing or other judicial remedy before repossession of the same if he defaults in payment or breaches any condition set forth herein, and hereby acknowledges the Seller's right to retake possession in such event. The seller may prepare, execute, and file UCC financing statements on behalf of purchaser.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF OR IN THESE CONDITIONS OF DELIVERY AND ACCEPTANCE.

The warranties and representations of the Seller are limited to and shall not exceed those of the manufacturer and/or the distributor. The Purchaser hereby agrees to look solely to the manufacturer and/or distributor to enforce performance thereof. Claims thereon shall be made to the Seller, in writing, within (15) days after delivery of the product. Failure to deliver any claim within the (15) day period shall be deemed a waiver of same against all parties hereto. Upon receipt of a claim the Seller's sole responsibility shall be to process same with the manufacturer and/or distributor. Labor, materials, and other charges furnished by the Seller, at the request of the Purchaser, in connection with any claim not covered by the manufacturer's or distributor's warranties, shall be paid to the Seller without any offset. Subsequent allowances or adjustments by the manufacturer and/or distributor shall be for credit or refund to the purchaser.

Neither the manufacturer, distributor nor the Seller shall be liable for special, consequential or other damages, however described.

"If, in fact, any of the provisions herein are deemed in violation of statute or the case law of New York, such verbiage shall be deemed omitted and the balance of the provisions herein remaining in full force and effect."

Commitments other than those contained herein, unless in writing executed by an officer of the Seller, shall not be binding upon the Seller.

In any action or proceeding by the Seller to recover the purchase price, all counterclaims by the Purchaser or assigns against the Seller, and the right of trial by jury, shall be and are hereby waived.

Any and all warranties and representations are personal to the Purchaser and expire upon a resale of the product.

No warranties or representations of any kind, nature or description, exist or are made on the sale of any "second hand" or used equipment, material, or products and the Purchaser takes the same "AS IS" in its condition at the time of delivery.

All claims must be made immediately upon receipt of goods. Parts ordered special are not returnable. Returned parts must be prepaid. All parts returned for credit are subject to a 20% handling charge.