



**SALES AGREEMENT
For Single Or Multiple Unit(s)
("NEW" Equipment)**

ADDITIONAL TERMS AND CONDITIONS

1. ORDER & DELIVERY. Seller will deliver to the location indicated in this Agreement the Equipment being purchased by Buyer. It is understood and agreed between the parties that Seller, in reliance on the promises of Buyer contained herein, is specially ordering the Equipment described in the Agreement from the manufacturer, based on information supplied to Seller by Buyer. In so ordering this Equipment, Buyer understands that the Equipment may not be standard, readily resalable product, and that Seller is incurring extraordinary costs and expenses in ordering this Equipment from the manufacturer. Upon delivery, Buyer agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Buyer notifies Seller of a defect or deficiency in writing by telefacsimile and in writing by regular mail addressed to Seller's address shown on Page (1) one of this Agreement within forty-eight (48) hours after receipt of the Equipment.

2. BUYER'S SITE. Buyer shall choose a firm level site accessible by truck to locate the Equipment. Buyer shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Buyer fails to provide such a site, then Buyer shall pay for any resulting additional delivery and installation charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Buyer.

3. TITLE. The parties expressly agree that title to the Equipment shall pass from Seller to Buyer only after Buyer has paid Seller the Total Purchase Price indicated in this Agreement. Buyer grants to Seller a security interest in the Equipment until such time as Seller has received the Total Purchase Price for the Equipment Prior to the payment of the Total Purchase Price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Equipment. Documents of title, if any, as available to Seller, related to the Equipment will be provided to Buyer thirty (30) days after the Total Purchase Price has been received by Seller. Otherwise, all licensing, titling and permits required and/or desired by Buyer and any costs affiliated with them are the responsibility of Buyer and are to be obtained at Buyer's cost.

4. RISK OF LOSS; FURTHER LIABILITY. Upon delivery of the Equipment, all risk of loss or damage to the Equipment passes from Seller to Buyer. In addition, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorneys' fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Equipment.

5. PERFORMANCE; REMEDIES. If Buyer fails to pay the Total Purchase Price or any other payment due hereunder as or when due, or fails to perform any other term or condition of this Agreement, then such failure shall constitute an Event of Default. If an Event of Default occurs, Seller may do any or all of the following: (1) terminate this Agreement with respect to one or more units of Equipment or the entire Agreement, at Seller's sole option; (2) repossess any or

all of the Equipment and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement; (3) designate an attorney to appear for Buyer in any court of record and confess judgment against Buyer for the amount of any unpaid balance due on this Agreement with interest accrued hereon, as set out below, together with costs of suit and the sum of fifteen percent (15%) of such unpaid balance as attorneys' fees. Moreover, any balance due owed by Buyer on this Agreement not timely paid shall bear interest at the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by law, whichever is lower; (4) exercise any and all rights and remedies available at law or in equity.

6. LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

7. BUYER'S REMEDIES. Buyer hereby agrees that its damages for Seller's uncured breach of this Agreement shall consist of the return to Buyer of a proportionate amount of the purchase price for the Equipment, out of funds paid by Buyer to Seller, as reasonably compensates Buyer for any uncured breach by Seller of this Agreement. 8. FOR EXPORT SALES ONLY: In the event the Equipment is to be exported from the Continental United States by Buyer, the following terms and conditions shall apply and will govern in the event of any conflict elsewhere in this Agreement:

a. Payment shall be due in full prior to the Equipment being removed from the "Pier Delivery Location" shown in the Delivery Address on Page 1 of this Agreement.

b. Upon delivery of the Equipment to the Pier Delivery Location, Buyer agrees to inspect and accept the Equipment. Buyer shall provide Seller with written acceptance of the Equipment prior to removing the Equipment from the Pier Delivery Location.

c. All risk of loss or damage to the Equipment shall pass from Seller to Buyer upon delivery to the Pier Delivery Location.

d. LIMITED WARRANTY. The Equipment referred to herein is **NEW** Equipment. Seller represents that the Equipment is in good repair and working condition. To the extent transferable Seller hereby assigns to Buyer any assignable manufacturers' warranties. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

9. MISCELLANEOUS. (A) This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. This Agreement may be changed or amended only by a writing which is signed by a duly authorized representative of each party. (B) The terms of any

documents submitted by Buyer (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Seller, its agents and employees. Acknowledgement by Seller of any Buyer supplied documents shall be for Buyer's billing purposes only. (C) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Buyer hereby consents to the jurisdiction of the courts of Baltimore County, Maryland for the enforcement of this Agreement. Buyer hereby waives any and all rights to and/or claims of sovereign immunity. Each party hereby irrevocably waives any right it may have to a trial by jury. (D) Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action, and that the person signing has authority to bind the respective party to this Agreement. (E) Time is of the essence with respect to the performance of this Agreement. (F) Buyer shall not assign its right or obligations under this Agreement without the prior written consent of Seller. (G) Seller shall not be responsible for delays beyond its control. (H) Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. (I) If Buyer should require Equipment that meets certain local codes and/or ordinances, Buyer shall notify Seller at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Seller makes no representations as to the Equipment's compliance with any federal, state, or local building codes, zoning ordinances, or other types of regulations or use codes. (J) Unless stated otherwise, Seller shall obtain/pay for the local transportation permits only. Buyer is responsible for obtaining and the cost of obtaining all other licenses, titles, permits, approvals, tests, inspections and fees. (K) All notices related to this Agreement shall be in writing and sent to the other party at its address stated herein. (L) The parties hereby covenant and agree that each party hereto may rely on a telefacsimile signature of the parties on this Agreement and/or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. The telefacsimile transmission of this Agreement and/or any Amendment hereto signed by the parties shall be deemed to be the original Agreement and Amendment for all purposes.