

EQUIPMENT SALE AGREEMENT

Contract No. _____

Dated: _____

This is an Agreement by and between _____Capital, LLC, an Illinois liability company, having its principal place of business at _____, hereafter called SELLER, and XXXXXXXXX, a _____, having its principal place of business at XXXXXXXXXXXXXXXX, hereafter called BUYER.

Witnesseth, that in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. SALE: SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER the machines and features listed below (referred to as the "Equipment") in accordance with the terms and conditions specified herein:

MACHINE MODEL/ FEATURE	SERIAL NUMBER	EQUIPMENT DESCRIPTION	QUANTITY	TYPE
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2. SALE PRICE: The Sale Price of the Equipment is Rs. _____ plus applicable sales tax which BUYER agrees to pay SELLER upon delivery of equipment. A charge of 1 1/2% per month (or the rate otherwise permitted by law, whichever is lower) on the unpaid balance for any late payment will be due.

3. DELIVERY: SELLER shall deliver and BUYER shall accept delivery of the Equipment at _____ . All shipping, installation and transit insurance costs shall be borne by the BUYER. Equipment shall be shipped f.o.b. Point of Shipment.

4. CLOSING DATE: The closing date shall take place upon delivery of the Equipment.

5. WARRANTY: SELLER warrants that the Equipment will be eligible for manufacturer's maintenance. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT AND ALL WARRANTIES INCLUDING WARRANTIES OF, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT ARE HEREBY EXCLUDED. BUYER AGREES THAT SELLER WILL IN NO EVENT BE LIABLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING. SELLER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF SUCH ITEM OF EQUIPMENT SET FORTH IN THIS AGREEMENT.

6. TITLE: Title to the Equipment free and clear of all liens, claims and encumbrances of any kind shall vest in BUYER upon payment by BUYER to SELLER of the full Sale Price required to be paid pursuant to Paragraph 2 hereof. SELLER shall retain and BUYER hereby grants to SELLER a purchase money security interest in the Equipment as security for payment in full to SELLER of such Sale Price. BUYER hereby authorizes SELLER to

file Uniform Commercial Code financing statements to perfect SELLER'S security interest in the Equipment.

7. TAXES: BUYER will be responsible for and shall pay all applicable taxes, fees, levies, imposts, duties, withholdings or other charges (including any interest and penalties thereon), if any, imposed by any taxing authorities by reason of the sale and delivery herein provided for. In the event BUYER is purchasing for resale, a duly executed resale certificate shall be delivered to SELLER on the Closing Date for the State where delivery takes place.

8. NOTICES: Any notice hereunder shall be in writing and shall be deemed to be given when delivered, including but not limited to overnight courier or electronic transmission or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid and addressed to BUYER or SELLER at its respective address shown on the preamble to this Agreement, or to either party at such other address it has designated as its address for purposes of notice hereunder.

9. MISCELLANEOUS

A. This Agreement constitutes the entire agreement between SELLER and BUYER with respect to the sale and purchase of the Equipment and supersedes all prior and concurrent offers, promises, representations, negotiations, discussions and agreements that may have been made in connection with the sale of the Equipment. No representation or statement not contained herein shall be binding upon SELLER or BUYER as a warranty or otherwise unless in writing and executed by the party to be bound thereby. If BUYER does not sign this Agreement and return the signed copy of this Agreement to SELLER within thirty (30)

days of the Agreement Date, this Agreement may be voided at SELLER'S election.

- B. BUYER shall not assign its rights under this Agreement unless it has obtained the prior written consent of SELLER. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- C. This Agreement shall be governed by construed in accordance with the internal laws of the State of _____ including all matters of construction, validity, performance and enforcement.
- D. This Agreement is subject to acceptance by SELLER at its offices referred to in the preamble, and shall only become effective on the date thereof.
- E. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.
- F. No revision or modification of this Agreement shall be effective unless it is in writing and signed by duly authorized officers of BUYER and SELLER.
- G. SELLER shall be entitled to recover any out-of-pocket costs and expenses incurred in connection with the enforcement of this Agreement, including, without limitation, repossession costs, court costs and reasonable attorney's fees.
- H. BUYER shall be responsible for all software media charges.
- I. BUYER is responsible for arranging for the installation of used equipment and for notifying BUYER'S maintenance provider that used equipment has been installed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose

signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

If this Agreement is not executed by both parties and returned to SELLER on JULY __, 20 __, SELLER may terminate this Agreement without notice.

SELLER: _____ CAPITAL, LLC BUYER: XXXXXXXXXXXXXXXXXXXX

By: _____

Authorized Signatory

By: _____

Authorized Signatory

Title: _____

Title: _____

Date: _____

Date: _____