

TERMS AND CONDITIONS

Title to equipment shall remain in A Plus Imaging Inc., ("Seller"), until the purchase price is paid in full. The above payment(s) shall be made to the office of the Seller, from which the undersigned receives an invoice covering said equipment. Upon full performance and observance by the undersigned of all the terms and conditions hereof, at the times specified therefore, the title to said goods shall, without any further action on the part of the Seller, be transferred to and vested in the undersigned.

The particular equipment to be delivered hereunder, shall be appropriated hereto by the Seller out of equipment of its manufacture fulfilling the specifications aforesaid and when so appropriated the serial number (or other identification) thereof shall be by the Seller endorsed on the Seller's counterpart hereof and therefrom and thereafter this contract shall stand and continue as to the equipment so identified as though said number (or other identification) had been written herein at the time of the signing hereof by the Purchaser, and the Seller shall have authority to make like endorsement on any counter part intended for filing or recording in any public office.

Buyer is entitled to the benefits of the manufacturer's warranty of the equipment made to A Plus Imaging Inc., which is made a part of this agreement by reference. Seller shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the equipment. Buyer shall determine the suitability of the product for its intended use and assumes all risk and liability whatsoever in connection with this determination. Buyer acknowledges that no warranties, representations, promises or statements whatsoever other than foregoing have been made by Seller.

Specifically, A Plus Imaging Inc., hereby excludes any warranty of merchantability on the products sold pursuant to this sales order form and there are no warranties beyond the warranties, if any, specifically described on this sales order form.

The undersigned agrees to pay any and all taxes on said goods and to keep said good fully insured for the benefit of the Seller, against loss or damage by fire or theft or other cause. Any tax in effect at the time of delivery hereunder based upon or measured by the proceeds of sales made by the Seller, shall be added to the price herein specified.

If the undersigned fails to make the aforesaid payment or payments in cash, or if the undersigned shall petition for reorganization under the bankruptcy act or be adjudicated a bankrupt, or if a receiver shall be appointed for the undersigned's business, or the undersigned made an assignment for benefit of creditors, or if the undersigned shall remove the equipment from its present premises without the written consent of the Seller, or should the undersigned violate any of the other covenants hereof, by him to be kept or performed, then the Seller either (1) may declare the entire sum remaining unpaid hereunder including interest at 7 percent per annum from the date of invoice, to be immediately due and payable and elect to sue therefore, or (2) it may enter, with or without legal process and using such force as may be necessary, into or upon the premises where said goods, or any part thereof, may be, or is or are believed to be, and take possession thereof, and thereafter hold the same absolutely free from all claims of the undersigned, and retain all payments made by the undersigned hereunder as and for the reasonable rental of said goods and for the use, wear and tear thereof, or as much thereof as may be permitted by law; and the undersigned for himself and his successors in interest hereby waives all claims and rights of action for trespass or damages by reason of such entry, taking possession and removal, and also waives so far as is consistent with public policy, the benefits of any statutes of this State that may conflict with the conditions of this order or with any causes of action hereby given. Where action shall be taken hereunder by the Seller through an attorney the undersigned shall pay an attorney fees if any shall be permitted by the law of the place of such action in the highest amount so permitted.

This shall become a binding contract when (but not before) either (a) it has been accepted by the Seller at its executive office, or (b) the equipment has been delivered by the Seller. Notice of acceptance by the Seller is hereby waived by the undersigned Purchaser. The undersigned hereby acknowledges receipt of a true and complete copy of this instrument.

There are no understandings, agreements, representations or warranties, expressed or implied, not specified herein, respecting this order or the goods above mentioned.

The counterpart of this agreement held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between it and any other signed copy.

PROVISIONS OF A PLUS IMAGING SYSTEMS MAINTENANCE PROGRAM

TERM:

This agreement will be in force for the twelve month (or copy limit) period stated on the face of this agreement and will automatically renew from year to year unless a written cancellation notice is received by either party thirty days prior to the end of the current term. Rates are guaranteed not to be raised within the 12-month period currently in effect. Rates may be adjusted to prevailing rates at A Plus Imaging Systems discretion upon renewal.

EXTENT OF MAINTENANCE:

1. A Plus Imaging Systems will remedy any malfunction caused through normal use by performing all necessary service including service labor, lubrication, and adjustment to the unit, including repair or replacement of functional parts without extra charge.
2. A Plus Imaging Systems will perform preventative maintenance as determined by the P.M. schedule.
3. Service calls will be performed during A Plus Imaging System's normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. This excludes weekends and holidays.

CLIENT RESPONSIBILITIES:

1. The equipment must be installed in a well-ventilated location that also provides adequate access for service personnel.
2. The equipment needs to be installed on a grounded outlet capable of supplying suitable electric service as outlined by the manufacturer.
3. A person responsible to perform the operator maintenance outlined in the operator's manual to oversee the equipment.
4. Supplies meet manufacturers and A Plus Imaging Systems specifications.

LIMITATIONS: This agreement does not cover the following:

1. Repairs made necessary from misuse, improper electric service, neglect, theft, vandalism, fire, water, or any circumstance out of A Plus Imaging Systems control.
2. Use of improper supplies that do not conform to manufacturer's specifications.
3. The use of unauthorized parts, modifications or service personnel to effect repairs.
4. Service calls performed outside of normal business hours including weekends and holidays.
5. Equipment connected to power filtering devices, copy control devices or attachments not authorized by A Plus Imaging Systems.
6. Cassettes, covers, exit trays, work tables, exposure glass or copier cabinet.
7. Any computer/network system support, software, or related connectivity unless specified in writing.

This agreement, consisting of this page, including any amendments or special instructions, constitutes the entire agreement between the client and A Plus Imaging System's service. This agreement is not assignable except with written consent from A Plus Imaging Systems and covers only the equipment located at the locations described on the attached equipment list. This agreement is subject to acceptance by A Plus Imaging Systems through its management.

At this time the staff and management of A Plus Imaging Systems would like to thank you for entrusting us with your service needs. If there are any questions of the provisions mentioned, please contact us.