

## SALES ORDER TERMS AND CONDITIONS

1. Seller shall be defined as Managed Business Solutions (MBS), "Seller" or "Lessor" in the case where Seller directly leases the equipment to Purchaser.
2. Goods may not be returned without prior approval. Goods will be accepted for return if they are unused, in resalable condition, and current production items. In no event will goods be accepted for return on special orders, or on returns after ten (10) days from the date of delivery. There will be a 20% handling and bookkeeping charge on all accepted returns. Final sale or "as is" merchandise is not subject to returns, service calls, credit or cancellations.
3. Seller has the absolute right to limit the amount of credit or refuse further credit to the Purchaser at any time or to require payment in full as a condition of shipment. Seller shall not be required to proceed with Seller, or upon the suspension of business or insolvency or liquidation of Purchaser.
4. As to any goods sold hereunder, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Managed Business Solutions provides warranty service in accordance with manufacturer's published warranty in effect at time of order. Any labor, pick-up delivery charges associated with fulfilling the manufacturer's warranty shall be at the expense of the Purchaser if not covered under the warranty. Purchaser acknowledges that Purchaser is making this purchase based upon Purchaser's specifications to Seller of the goods required by Purchaser and not by reason of any material statement made by or on behalf of Seller as to the suitability of such goods. Purchaser agrees that any advice rendered by Seller is based on the accuracy of Purchaser's representations.
5. Purchaser shall not cancel any special orders after acceptance by Seller. Seller, prior to acceptance of any special order, may require a deposit from Purchaser in such amount as Seller deems appropriate. Due to the nature of special orders and difficulty in fixing actual damages to Seller if Purchaser cancels a special order, the deposit shall be forfeited to Seller as liquidate damages and such damages shall not be deemed to be a penalty.
6. Seller shall not be responsible for any delays in the delivery of the goods or for any consequential or special damages, except if the delay is due to the gross negligence of Seller.
7. Risk of loss for all goods sold shall pass to Purchaser upon delivery to a carrier at the point of shipment whether or not Seller pays any part of the freight unless such materials are delivered by Seller's truck. In such a case, risk of loss of the goods shall remain with Seller and shall pass to Purchaser upon delivery to Purchaser at Purchaser's destination point. If Purchaser requires a means of transportation other than that selected by Seller, then any extra cost incurred or damage to the equipment by reason of using other means shall be paid by Purchaser.
8. Seller retains title to all goods until such time as this agreement has been satisfied in full or, at Seller's option, Seller shall retain a purchase money security interest in all goods leased or for which title has been transferred or sold until such goods are fully paid by Purchaser pursuant to this sale or lease. On Seller's request, Purchaser shall execute any documents required by Seller to perfect such security interest in the goods where permitted by law or contract. Purchaser hereby authorizes Seller to sign and file, without Purchaser signing, financing statements to perfect Seller's purchase money security interest stating an "on demand" payment schedule. Purchaser shall pay to Seller any expenses of preparing and filing such statements.
9. Prices quoted will remain in effect for 20 days from the date of the proposal, however the prices quoted will be subject to any increase received from the various manufacturers. Prices quoted do not include any sales, property taxes, use or excise taxes imposed by any governmental body or shipping and services costs. Such taxes will be added at the time of billing. Purchasers who are exempt from taxes shall provide MBS with copies of exemption certificates upon acceptance of this proposal.
10. A monthly finance charge of 1.5% per month [18% per annum] of the outstanding unpaid balance due will apply to all delinquent accounts and will be added to the balance outstanding. In the event the finance charges are in excess of the maximum rate by law, the finance charges shall be reduced to the maximum rate allowable by law. Purchaser shall be liable for attorney's fees (33 1/3%) or collection fees whichever is greater together with any other costs of collection. Payment shall not be withheld on any invoice because of partial delivery of the entire order.
11. Changes requested by Purchaser are subject to Seller's ability to perform and may be dependent upon factory approval. Changes in quantity or specifications are subject to approval by MBS. All requests for changes in quantity or specifications shall be delivery by MBS in writing.
12. No postponements of delivery will be accepted unless Seller is notified before 10 a.m. on the day before delivery is scheduled. A re-delivery charge will be added where customer is not available for delivery after being notified.
13. Delivery personnel are not permitted to move Purchaser's furniture or equipment except as specified in this agreement. Seller will deliver the equipment in place provided if the area has been cleared or placement can be easily and safely accomplished.
14. Supply prices quoted as of the date of this sale are valid for one year from date of equipment delivery and subject to change without notice thereafter.

## SERVICE AGREEMENT TERMS AND CONDITIONS

1. This agreement covers all routine, remedial, and preventative maintenance service, but does not include special maintenance options including, but not limited to, external copy monitors and/or coin operating equipment, computers of any kind including, but not limited to, controllers connecting the equipment to networks and/or computer, unless specifically stated herein.
2. In the event it becomes necessary to remove customer's equipment from customer's place of business, MBS will provide comparable loaner equipment to the customer at no additional charge.
3. All service calls will be performed at no extra charge for labor, provided such service call is limited to routine, remedial, or preventative maintenance and parts specifically stated on the face of this agreement. Overtime charges at MBS's then current rate shall be charged on service calls made outside of the normal business hours of MBS. Normal business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, not including holidays.
4. Customer agrees to cooperate fully with MBS by providing meter readings as requested by MBS. Absent such cooperation, MBS may estimate the current meter reading. MBS may communicate its request by phone, fax, email, other mail service, or in person.
5. This agreement shall not apply to lost or damaged equipment which is damaged due to accident, theft, neglect, acts of third parties, war, act of terrorism, fire, water casualty, electrical spike, abuse or misuse by the customer or any other natural force such as lightning strike or storm damage. Any charges for repairs and replacement resulting from the foregoing shall be paid by the customer.
6. If this agreement includes consumables, which includes, but is not limited to, ink, masters, thermal heads, toner, developer, drum, rollers, blades, etc., such consumables shall be limited and based upon the usage necessitated by a 6% black and white fill ratio of 8 1/2 x 11 paper, and for color ratio shall be 10%. Excess usage above and beyond the stated applicable ratio shall be paid for by the Customer.
7. Controllor(s) are defined as the equipment circuitry and/or circuit board(s) designed to compliment and/or enhance equipment communication with computer(s) and/or computer network(s).
8. No service and/or goods external to the equipment are covered by this agreement.
9. The operator's manual for the equipment defines specific operator responsibilities and it is the obligation of the Customer to perform such operator responsibilities. Operator performance is the sole responsibility of the Customer. Performance by MBS of normal operator functions is not included in this agreement and may be subject to additional charge.
10. MBS service representatives are not responsible to carry, delivery and/or install consumable supplies, including, not limited to, ink, masters, toner, staples, paper, fax, printer and copier cartridges, etc. If is the Customer's responsibility to call the MBS supply department and order all necessary supplies as may be needed from time to time. Customer is subject to applicable shipping and handling charges.
11. If, in the opinion of MBS, a reconditioning is necessary because normal repairs and replacement of parts cannot maintain the equipment in satisfactory operating condition, MBS may submit a cost estimate of needed repairs for reconditioning which shall be in addition to the maintenance charges. If the Customer does not authorize such work, MBS may refuse to renew this agreement for the unit and/or may refuse to further service such equipment, and terminate this agreement without delay and without further notice by prorating the cost of this agreement.
12. If it is determined by MBS that the equipment stated in this agreement is moved without the knowledge and/or consent of MBS, the customer shall be responsible for any and all charges incurred due to damages caused by the movement of said equipment. This agreement shall be null and void in the event the equipment is moved to a location outside of any area regularly serviced by MBS.
13. MBS may, at its sole discretion, terminate this agreement upon 24 hours notice in the event a part or consumable for the equipment is not reasonably and regularly available to MBS. In the event of termination, the customer shall be due to prorata refund based upon any advance payments made under this agreement.
14. After this initial year, this agreement shall renew automatically for successive one-year(s) if MBS and/or Customer is not notified of cancellation 30 days prior to the anniversary date. The renewal is subject to an annual increase.
15. MBS reserves the right to discontinue service to the Customer in the event that the customer is delinquent in payment for any invoice due under this agreement or any other invoice(s) due to MBS, its affiliates and/or the leasing company. Customer shall hold MBS harmless for any termination of this agreement pursuant to its terms.
16. No payment made pursuant to the service agreement shall be refundable.
17. It is the recommendation of MBS that all data scanned from and/or stored on any device (such devices include but not limited to floor model MFPs, desktop MFPs, and standalone scanners) sold by MBS be backed up and those backups be brought off the Customer's premises.
18. In furtherance to the above mentioned recommendation the Customer shall in no way hold MBS liable for loss of data due to MBS technician repair, accident, theft, neglect, acts of third parties, war, act of terrorism, fire, water casualty, electrical spike, abuse or misuse by the customer or any other natural force such as lightning strike or storm damage

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1. MBS shall not be bound by any representation of prior agreement made orally or in writing by or between Customer and any MBS representative. The agreement represents the fully integrated agreement between the parties, and may not be changed or modified except in writing executed by both parties.
2. Purchaser hereby indemnified and holds Seller harmless from any and all property damages or personal injury claims, costs, reckonings, awards or judgments including all fines, penalties, and reasonable attorneys' fees arising from Seller's sale and/or delivery of the goods and/or services under this agreement from Purchaser's acts, errors, or omissions provided Seller was not negligent in the performance of its duties.
3. If any portion of this agreement is stricken by a court of competent jurisdiction, the remaining terms shall remain enforceable and shall be supplemented by the Uniform Commercial Code (UCC) as may be reasonably necessary. Where the UCC and this agreement conflict, the provisions of this agreement shall prevail.
4. By acceptance of this agreement Purchaser acknowledges receipt of a duly executed duplicate copy of this agreement.
5. This agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
6. In the event the customer breaches any term(s) as set forth in this agreement, MBS, in its sole discretion, may seek to enforce this agreement and/or collect damages against the customer. Venue shall lie in the State of New Jersey. The customer shall be responsible for all costs including, but not limited to, reasonable attorney's fees incurred by MBS.
7. This agreement is not assignable or transferable by the Customer without the prior written consent of MBS.
8. All notices by the customer under this agreement shall be sent by certified mail pursuant the United States Postal Service rules and regulations.