

Other Terms & Conditions:

1. Sprox Sales, LLC (SPROX) agrees to provide and Customer agrees to acquire the equipment, services and/or related items listed herein, subject to the terms and conditions of this Agreement and the attached rental or lease agreement (if applicable). This Agreement shall become effective if, and upon the date it is executed by an officer or duly authorized representative of SPROX.
2. Should Customer choose the rental or lease option, equipment shipment and delivery will not be scheduled until (i).completion of a credit application and the rental or lease agreement and (ii) credit approval by SPROX or SPROX's authorized financial administrator. Should Customer elect to purchase the equipment, payment is due in advance of shipment.
3. Customer shall pay the stipulated purchase price or monthly amount (as shown) per the terms of this agreement and the attached rental or lease agreement (if applicable). Customer agrees to pay SPROX an administrative charge in an amount to be reasonably determined by SPROX, if Customer cancels this Agreement at any time. All payments are subject to state and local taxes, shipping and handling charges. In order to be exempt from tax, a tax I.D. number is required.
4. The equipment carries a warranty as specified in the Users Manual. Warranty service shall be provided during normal business hours per SPROX's RMA program, providing the service has not been necessitated by accident, abuse, including improper electrical installation and/or any fluids in the equipment, or by any damage arising from acts of third persons or any force of nature, and further providing that no service, alterations or additions have been made to said equipment except by SPROX or its authorized representatives.
5. Customer acknowledges that no warranties, representations, promises or verbal statements whatsoever other than the written provisions contained within this contract are binding on SPROX. Customer understands and accepts that the equipment supplied under this Agreement is designed to operate under specified ambient noise levels and related operating environment conditions, as defined in the SPROX Users Manual. Any and all alterations or additions to this contract must be in writing, and signed by both parties.
6. This equipment as specified herein will be installed by qualified personnel in accordance with proven electrical practices. This contract has no provision for the installation of adequate power circuit receptacles. No provision for shelving, equipment mounts, or enclosures are included as part of this contract. The service to be provided by SPROX hereunder shall be under the sole control, management, and supervision of SPROX. SPROX is not responsible for delays of installation or shipment of supplies when affected by conditions outside of SPROX control, including but not limited to, delays due to suppliers delivery schedules.
7. SPROX shall have full and free access to the Customer's system for purposes of performing its obligations under this contract.
8. **CUSTOMER SPECIFICALLY AGREES THAT SPROX'S ENTIRE LIABILITY FOR ANY AND ALL DAMAGE, INJURY OR LOSS (REGARDLESS OF THE NATURE OR EXTENT OF CUSTOMER'S DAMAGE, INJURY OR LOSS) ARISING OUT OF OR RELATED TO THE PRODUCTS PURCHASED FROM SPROX SHALL BE THE TOTAL PRICE PAID BY CUSTOMER TO SPROX FOR THE PRODUCTS PURCHASED HEREUNDER. CUSTOMER FURTHER AGREES THAT UNDER NO CIRCUMSTANCES SHALL SPROX BE LIABLE, EITHER UNDER THIS AGREEMENT OR UNDER ANY THEORY OF INTENTIONAL TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, WARRANTY OR OTHERWISE, FOR ANY ACTUAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION CUSTOMER'S LOST PROFITS. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.**

Credit Card #	_____
Exp. Date	_____
Security Code	_____
Name on Card	_____
Billing Address	_____
Billing Address	_____
Phone #	_____

Agreed By: _____

Signature

Date:

Thank you for choosing Sprox. Please contact me as follows:

Bruce Carroll - (248) 596 2961 (O) - (248) 473 5933 (F) - bcarroll@sproxusa.com