

**Hardware/Software**

The Buyer hereby acknowledges that the completion of the license transfer and any and all licensing procedures and/or transfers is between the Buyer and HP or any other third party Licensor(s). Seller is not responsible and claims no proprietary interest in any software. As a material consideration for Buyer in entering into this Purchase Agreement with Seller, Seller warrants and represents to Buyer that the goods being sold to Buyer under this Purchase Agreement were obtained by Seller in a legitimate manner and as a bona-fide purchaser in good faith. Seller further warrants that the equipment is legally configured and licensed (if applicable) and agrees to indemnify and hold Buyer harmless from any and all claims (including attorneys fees and costs) with respect to the aforementioned representation it is making to Buyer as to the source of the goods being sold to it under this Purchase Agreement.

All equipment, unless otherwise stated, is refurbished. Equipment is tested and inspected by Sellers Quality Control Department, and is warranted against defects for 30 days. Equipment includes all required cables and terminators. Equipment will be repaired or replaced by Seller at their discretion. Equipment is subject to prior sale.

**Shipping Damage**

Equipment that is shipped using a carrier designated by Seller is covered for the full replacement value against loss or damage. If damage occurs, Buyer agrees to notify Seller within two business days. All packing materials must be retained until the carrier and/or inspector has had an opportunity to inspect the damage and prepare a report. Failure to comply with the above may result in claim being disallowed by the carrier, in which case the Buyer would be responsible for 100% of the invoice amount.

If Buyer chooses to use their own shipping carrier, any and all damage and/or loss claims are the sole responsibility of the Buyer, who is responsible for 100% of the invoice amount.

**Ownership>Returns**

Title or ownership of equipment does not transfer to the Buyer from the Seller until invoice is paid in full. Price quoted based on a cash purchase. Invoices that are paid late are subject to a late fee of 1.5% interest per month.

Cancellations and returns must take place within 30 days and will be subject to a 25% minimum restocking fee. Personal computing products (desktops/notebooks/workstations) are not returnable unless they are found to be defective within the warranty period, and will only be replaced with product matching the exact configurations. All software purchases are final, there are no refunds.

**Insurance on Rented Equipment**

For all rental transactions, Renter agrees to add Seller to their insurance policy as an additional insured.

**Equipment Buyback**

With respect to equipment purchases or surplus purchases, the following applies in addition to all other terms and conditions listed on the quote. Seller agrees to sell the equipment in good working and cosmetic condition. Abtech ("Buyer") agrees to pay Seller for goods. Payment terms: Net 30 from day of invoice for surplus goods and F.O.B. origin, or credit against any outstanding invoices. As a material consideration for Buyer in entering into this Purchase Agreement with Seller, Seller warrants and represents to Buyer that the goods being sold to Buyer under this Purchase Agreement were obtained by Seller in a legitimate manner and as a bona-fide purchaser in good faith. Seller further warrants that the equipment is legally configured and licensed (if applicable) and agrees to indemnify and hold Buyer harmless from any and all claims (including attorneys fees and costs) with respect to the aforementioned representation it is making to Buyer as to the source of the goods being sold to it under this Purchase Agreement.

The total price with respect to surplus purchases is exclusive of shipping charges and applicable sales tax. Please indicate the valid purchase order number required for invoicing. If no purchase order number is required, please designate to whose attention the invoice should be directed.

### ***Support Services***

The total price shown is an estimate, based on information provided by the Customer. Customer will be invoiced for actual number of hours required to complete the job to the Customer's satisfaction, at rates indicated on quote, subject to any minimum billing indicated on quote, plus travel and incidental expenses incurred. The hourly rate is based on scheduling the work during regular business hours (Monday – Friday, 8am – 5:30pm). Work completed outside of regular business hours will be performed at Abtech's after hours rate of \$250 per hour or in the event this is a "Time & Material or a "Basic Install" \$190 per hour. Further under Time & Material agreement Abtech's standard response for Time & Material calls is two business days from receipt of signed Purchase Agreement. Should Buyer require expedited response, the following uplift fees apply: Next Day response - \$750, Same Day Response - \$1,250. Additional parts may be necessary to complete repairs and return the equipment to the OEM's operational specifications. Buyer agrees to pay Abtech for all parts used. Buyer may request revised written quotation for additional parts required for repair. Pricing does not include applicable taxes.

Abtech agrees to complete the job as expediently as possible, without undue delay. Hardware and software costs are not included. Should the Customer request hardware to be added or replaced, Customer agrees to pay for these items at the prices quoted at the time of installation. Customer shall be responsible for the proper licensing of all software as well as providing any media required to complete the job. All Services are provided on an "AS-IS" basis and without warranty of any kind. Abtech does not warrant or guarantee that Services will produce results desired by Customer or are fit for a particular purpose. Customer shall be solely responsible for data integrity by executing, at minimum, one complete, verified system backup prior to the arrival of Abtech personnel. In the case of data loss, Abtech will assist Customer with the restoration of data from Customer's latest usable backup only. Abtech will not be responsible for loss of data under any circumstance. Cancellation of contracted services must be provided no less than seventy-two (72) hours in advance of the scheduled project start time by Customer to the sales person or the consultant providing the work. If notice is not provided, Customer agrees to pay 50% of the estimated purchase price and all out of pocket expenses as a cancellation fee.

### ***Depot Repair***

For Depot Repair Agreements, the total price shown is an estimate, based on information provided by the Customer. Customer will be invoiced for actual number of hours required to complete the job to the Customer's satisfaction, at rates indicated on quote, subject to any minimum billing indicated on the quote. Abtech agrees to complete the job as expediently as possible, without undue delay. The cost of Hardware and software are not included unless specifically quoted. Should the Customer request hardware or software be added or replaced, Customer agrees to pay for these items at the prices quoted prior to installation. Customer shall be responsible for the proper licensing of all installed software as well as providing any media required to complete the job. Abtech offers a 30 day parts and labor warranty on all repairs. All warranty work is provided at the closest Abtech repair facility. Customer is responsible for shipping charges. Abtech will not be responsible for loss of data under any circumstance. Customer is responsible for shipping charges on all depot repair work.

### ***Training Services***

The total price is contingent on the course being provided at the Abtech training facility in Carlsbad, CA. Abtech can provide the course at a facility of the Buyer's choosing at an additional cost, including but not limited, to travel and lodging. Should Buyer choose this option, Abtech shall provide a separate written quotation. Cancellation of contracted services must be provided no less than seventy-two (72) hours in advance of the scheduled project start time by the Customer to the sales person. If notice is not provided, Customer agrees to pay 50% of the estimated purchase price as a cancellation fee. Payment terms: Net 30 O.A.C

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If client objects to any portion of the invoice, client shall notify Abtech within 48 hours from the date of invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Both Seller and Buyer are bound by all terms and conditions contained herein. This Agreement is the complete and final Agreement between the parties with respect to the specified subject matter and no amendments shall apply unless executed by an authorized representative of Seller and Customer.