

Cartridge World EQUIPMENT LOAN AGREEMENT

Cartridge World Yuba City / Natomas / Davis (hereinafter "Cartridge World") hereby loans to the undersigned customer account (hereinafter "Customer") the Laser Printer (hereinafter "Equipment") on the terms and conditions below. This agreement shall become effective on the date executed and shall continue in effect until terminated as provided in the agreement.

Exclusive Usage: Customer agrees to purchase and to exclusively use Cartridge World Cartridges with the below named Cartridge World Supplied Equipment. Failure to exclusively use Cartridge World cartridges automatically voids this agreement. All parts including fusers, imaging units and feeder rollers are fully guaranteed for the length of the agreement. **Imaging drums and print-heads are considered consumable part and customer agrees to purchase them as necessary. All drums and print-heads are guaranteed for the expected yield according to OEM specifications.**

Customer agrees to purchase _____ number of cartridges each calendar quarter according to the equipment schedule listed below.

Term of Agreement: As a condition of the free use of the Equipment, Customer agrees to a _____ month term (from Commencement date).

Location of Equipment		
<input type="checkbox"/> New Account	<input type="checkbox"/> Existing CW Account # _____	<input type="checkbox"/> Existing Account - New Owner
Customer Name _____		
Street Address _____		
City _____	State _____	Zip Code _____
Telephone _____	Placement Date _____	
Printers and Cartridges listed in "Schedule A"		

Bill To Address - Fill Out If Different From Above		
Customer Name _____		
Street Address _____		
City _____	State _____	Zip Code _____
Telephone _____	FAX _____	E-mail _____

TERMS AND CONDITIONS

LOAN AGREEMENT: This equipment loan agreement is made expressly and exclusively for the use by Customer for the Equipment's intended purpose printing documents. Customer is prohibited from using the Equipment for any other purpose. Customer agrees, at its sole expense, to provide the proper and safe environment and electrical connections for the Equipment. Customer is solely

responsible for correcting any hazardous or unsafe conditions that may adversely affect the personnel of Cartridge World, the personnel of Customer, any other person on the Customer's premises and the Equipment. Cartridge World will use reasonable efforts to begin Equipment delivery and installation on the date scheduled by Cartridge World and the Customer. If no such date is scheduled, Cartridge World will schedule delivery and installation based on Cartridge World's normal Equipment delivery and installation intervals. If Cartridge World is unable to complete delivery and installation within thirty (30) days of such date, Customer's exclusive remedy shall be cancellation of this agreement without penalty. The invoicing terms of this agreement are net amount of invoice due within 15 days of Customer's receipt of invoice.

SERVICE AND REPAIR: Cartridge World shall service and repair the Equipment if not functioning properly. Cartridge World's representatives are hereby authorized to exchange the Equipment originally delivered to Customer with other Equipment, collect the Equipment, remove any Equipment and otherwise handle, repair or deal with the Equipment on behalf of Cartridge World. Customer agrees to pay for all repair expenses associated with abuse of the Equipment (i.e., dropped printers, etc.) per the invoice terms of this agreement. Customer authorizes Cartridge World to conduct regular unscheduled service visits to monitor the operation and performance of the Equipment.

ACTS BEYOND CONTROL: Cartridge World shall not be liable to Customer for damage, loss or expense due to mechanical failure of the Equipment described herein or due to any failure or delay on the part of Cartridge World to furnish to Customer adequate supplies of products. In no event shall Cartridge World be liable for any consequential or punitive damages with regard to the Equipment or the furnishing thereof, Cartridge World shall not be held responsible for any delay, damages or failure of performance by Customer.

TAXES: Federal, state or local taxes levied upon the loan of equipment, license, use, ownership, possession or operation of the Equipment described below shall, at the sole cost and expense of Customer, be paid directly by Customer to the appropriate taxing authorities, and Customer shall indemnify Cartridge World against the payment of any such taxes. If required by the appropriate taxing authorities, Cartridge World will charge the account State or local taxes levied upon any Equipment rental.

LIABILITY. Except for personal injury and damage to tangible personal property proximately caused by Cartridge World's negligence, in consideration of this loan agreement, the liability of Cartridge World, their affiliates and suppliers, for any claims, losses, damages or expense from any cause whatsoever (including acts or omissions of third parties) regardless of the form of action, shall not exceed the value of the loaned Equipment. Customer and all parties to this agreement hereby waive all right to a jury trial and agree that the venue for any action under this agreement shall be Sutter County.

TITLE AND RISK OF LOSS: Title to the Equipment shall under no condition pass to Customer and shall under all conditions remain with Cartridge World. Risk of loss or damage to the Equipment shall pass to Customer when delivered.

TERMINATION; DEFAULT: This agreement of equipment loan is on an annual basis, unless otherwise stated herein. This agreement of equipment loan and purchase of Cartridges may be terminated by Cartridge World without notice in the event : (i) Customer suspends business; (ii) the use of the Equipment by Customer for any other purpose than the intended use; or (iii) a breach or default of any other term or condition of this Agreement, or (iv) the failure to pay any Cartridge World invoice in accordance with its terms, or; (iv) the use of any Cartridge not purchased from Cartridge World, in the Equipment.

RETURN OF EQUIPMENT: Upon any termination, Cartridge World shall have the right to take immediate possession of the Equipment listed herein by appearing at the premises at which the Equipment is installed, during regular business hours. Should the Equipment not immediately be delivered, Customer agrees to pay to Cartridge World the cost of obtaining delivery, including repossession charges and attorney's fees. Upon any such redelivery, such Equipment shall be in

the same good order and condition as when received, except ordinary wear and tear. If Customer is unable to return said Equipment in such condition as when received because of loss or damage, Customer shall promptly pay to Cartridge World a sum equal to the replacement value of Equipment.

OPERATION OF EQUIPMENT: Customer hereby represents and warrants that the Equipment will be used only for the purpose of printing with Cartridge World Cartridges. This agreement will be terminated and the Equipment will be immediately recovered from any customer violating this provision. Each piece of Equipment, and all detachable parts thereof, shall be kept in a dry place and shall be maintained in clean and sanitary condition at all times. In the event any Equipment (whether by reason of mechanical difficulties, outages of electric current, or other cause) becomes incapable of complying with proper operating conditions, it shall immediately be withdrawn from service and Cartridge World shall be notified. Any service, repair of Equipment (other than routine cleaning) shall be made only by qualified service men designated or approved by Cartridge World. No Equipment shall be removed from the premises indicated on the reverse side of this form to any other location without the prior written approval of Cartridge World.

Cartridge World Yuba City / Davis / Natomas

“Customer”

Print Name _____

Print Name _____

Signed _____

Signed _____

Officer

Note: Must Be Signed By Owner, Manager or

Date Executed _____

Title _____

SCHEDULE A

DATE	PRINTER MODEL/ SERIAL NUMBER	RETAIL VALUE	CARTRIDGE	Customer Initials

