



Customer Purchase Agreement number:	Agreement Date	
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<b>Full Legal Business Name - Ship to:</b>  <b>Address -</b>  <b>CSZ -</b>	<b>Tax ID#:</b>
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<b>Bill to if different than Ship to:</b>  <b>Address -</b>  <b>CSZ -</b>
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E-mail

<b>Contact :</b>	<b>Title:</b>	<b>Phone</b>
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**Vendor:** Opus Inspection., 7 Kripes Road, East Granby, CT 06026 Phone 860-653-0081

ESP Brand Equipment Description	Part #	Quantity	Price
OBD Cabinet System Wireless			
OBD Cabinet System Wired			
OBD Retrofit System Wireless (ESP Cabinet Only)			
OBD Retrofit System Wired (ESP Cabinet Only)			
Visual Cabinet System Wireless			
Visual Cabinet System Wired			
Visual Retrofit System Wireless			

<b>Subtotal</b>	
<b>Applicable Sales Tax</b>	
<b>Net Total</b>	

**Order includes:**

- **Delivery to customers location listed as "Ship to"**
- **Installation by factory direct Opus Inspection Service Technician**
- **Customer Training**
- **12 Month parts and Labor Warranty**

**SALES AGREEMENT TERMS AND CONDITIONS – PLEASE READ CAREFULLY BEFORE SIGNING**

- SALES AGREEMENT.** OPUS INSPECTION, ("OPUS INSPECTION", "we" or "us") hereby sells to Customer ("you"), and you hereby submit payment for the equipment and property described in the above Schedule of Equipment ("Equipment") upon the terms and conditions contained in this Equipment Rental Agreement ("Agreement").
- TERMS-** You agree to pay us the total of the amounts specified above as "Amount of Payment"; plus applicable taxes, within 30 days of installation.
- ACCEPTANCE OF AGREEMENT:** You understand and agree that this Agreement is not accepted and final until we execute it.
- LOCATION.** You agree to keep the Equipment at the Location noted above at all times and not to move it to another location without our advance written consent. You agree to allow us to enter your premises and wherever the Equipment is located during normal business hours to perform maintenance on the Equipment and to inspect and confirm the existence, condition, and proper maintenance of the Equipment.
- DISCLAIMER OF WARRANTIES.** OPUS INSPECTION makes no warranty with respect to the Equipment except that it shall meet the description of specifications stated on the face of this Agreement. Customer's exclusive remedy and OPUS INSPECTION's sole liability hereunder shall be limited to replacement of Equipment shown not to meet the description of specifications stated on the face of this Agreement. Customer is responsible for returning any non-conforming Equipment at its sole cost and expense. IN NO EVENT SHALL OPUS INSPECTION BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHERWISE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL WARRANTIES WHATSOEVER, INCLUDING WHETHER THE EQUIPMENT IS SUITABLE FOR LESEE'S INTENDED USE OR ANY PARTICULAR USE OR PURPOSE. YOU AGREE THAT (I) YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT, (II) WE HAVE NOT MADE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, AND (III) YOU HAVE NOT RELIED ON ANY STATEMENT OR REPRESENTATION MADE BY US. YOU AGREE NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST US BASED ON ANY REPRESENTATIONS OR WARRANTIES AND NOT TO ASSERT ANY CLAIM OR SETOFF WHATSOEVER AGAINST US FOR LOSS OF ANTICIPATORY PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO DEFECT OR UNFITNESS OF THE EQUIPMENT OR ANY OF ITS OPERATING SYSTEMS OR FAILURE OF THE VENDOR OR MANUFACTURER TO MAINTAIN

OR REPLACE THE EQUIPMENT RELIEVES YOU OF YOUR OBLIGATION TO PAY OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT. IN NO EVENT SHALL OPUS INSPECTION'S LIABILITY HEREUNDER EXCEED THE AMOUNT PAID TO OPUS INSPECTION BY CUSTOMER HEREUNDER.

6. **SUBMISSION TO PERSONAL JURISDICTION: CHOICE OF LAW.** You understand and agree that this Agreement was entered into and formed in East Granby, Connecticut, our principal place of business and that you agree to personally submit to the jurisdiction of the federal and state courts in the State of Connecticut for all purposes under this Agreement. You also understand and agree that Connecticut law governs all matters under this Agreement, including its interpretation and enforceability.
7. **USE, MAINTENANCE AND REPAIR.** You agree to keep the Equipment in good repair, condition and working order at your cost and expense. You agree to use the Equipment only in the manner for which it was designed and intended, and solely for your own business purposes. You agree to be responsible for any damages or repairs due to your failure to properly maintain, repair, operate and protect the Equipment. All additional parts or upgrades and repairs you or others make to or place on the Equipment is done at your own risk.
8. **TAXES.** You agree to promptly pay when due, and to defend us and hold us harmless from, all fees, charges, assessments, and taxes of any kind whatsoever including personal property tax as charged by local municipal agency. (Including interest and penalties) imposed by any entity or authority ("taxes") with respect to (i) the shipment, purchase, sale, lease, operation, possession, or use of the Equipment, under this Agreement. Your obligation to pay such taxes is not affected by whether you or we were assessed for the taxes, or whether they are due before, during or after the Term of this Agreement. We are not obligated to contest any such taxes.
9. **INDEMNITY.** You agree to defend and hold us harmless against all damages, claims and expenses (including attorney's fees) incurred by us or our agents or employees relating to (i) your use, operation, possession or other acts or omissions relating to the Equipment, or (ii) your negligence or willful misconduct for any matters relating to this Agreement.
10. **LOSS OR DAMAGE.** You assume all risk of loss (including losses if the Equipment is lost, stolen, seized or confiscated), destruction or damage to the Equipment from any cause whatsoever, whether or not insured.
11. **COLLECTION EXPENSE, INTEREST AND ADVANCES.** If you fail to pay when due all or any part of the monthly payments (or any other amount you are required to pay) under this Agreement, you will pay us a late charge equal to five percent (5%) of the unpaid amount for each month that you fail to make such payment. You also agree to pay our expenses (including attorney's fees) we incur to collect such payments from you. You agree to repay to us upon demand all advances we make to preserve the Equipment or our interest in it, including advances we make to pay insurance premiums or taxes or to remove liens or encumbrances, plus interest on any advances at the rate equal to the lesser of one and one half percent (1 1/2 %) per month or the maximum rate permitted by applicable law, until such amounts are paid in full.
12. **REMEDIES.** Upon any Event of Default, we and our agents may exercise one or more of the following remedies: (a) enter the premises where the Equipment is located and take possession of it by summary proceedings or otherwise or shut it down without liability to you or others; (b) with or without terminating this Agreement demand that you immediately return the Equipment to us and pay us, as liquidated damages and not as a penalty, all unpaid rent plus the present value of all future unpaid rent discounted to present value at the effective interest rate in the Agreement; (c) sell or lease all or any part of the Equipment at public or private sales, with or without notice, and apply the net proceeds of the sale, lease or other disposition (after deducting applicable costs and expenses) to your obligations provided that you remain liable for any deficiency; (d) declare immediately due and payable all amounts payable under this Agreement, and recover from you all such amounts; (e) exercise or pursue any other remedy at law or in equity including specific performance, damages, and recovery of reasonable attorneys' fees and court costs. Neither your return of the Equipment nor our repossession of it will mean that we have terminated or cancelled this Agreement unless we so notify you in writing. Our exercise of any right or remedy above does not exclude us from exercising any other right or remedy we may have hereunder. You agree to pay us the cost of repair and storage of any Equipment returned to us or repossessed by us.
13. **ASSIGNMENT.** YOU AGREE NOT TO ASSIGN, TRANSFER, SUBLET, LOAN, PLEDGE, OR ENCUMBER THIS AGREEMENT OR THE EQUIPMENT TO ANYONE WITHOUT OUR PRIOR WRITTEN CONSENT. We may assign, pledge, sell or transfer this Agreement and our rights or interest therein to any person or as security, without your consent. Any such assignment will not relieve us of our obligations hereunder unless our assignee specifically assumes them. You agree to pay such assignee all amounts due under this Agreement and agree not to hold our assignees liable for any of our obligations under this Agreement.
14. **NON-WAIVER: SEVERABILITY: ENTIRE AGREEMENT.** Time is of the essence in this Agreement. If we waive any breach or default by you, we will not be deemed to have waived any other or subsequent breach or default, nor any of our other rights under this Agreement. If a part of this Agreement is unenforceable for any reason in any jurisdiction, only that part will be ineffective and the remaining provisions of this Agreement will still be enforceable in any other jurisdictions. This Agreement contains the entire agreement and between us and you and no addition to or modification of this Agreement will be binding unless it is made in writing and signed by the parties hereto.
15. **JOINT AND SEVERAL LIABILITY.** The terms "Customer", "you" and "your" used in this Agreement mean each and all Customers who have signed this Agreement. Each of you is jointly and severally liable with the other Customers under this Agreement. You represent and warrant to us that you have proper authority to enter into this Agreement for the named Customer on its behalf.

<b>In witness thereof, each of the parties has entered into this Agreement.</b>	
<b>CUSTOMER:</b> _____	<b>OPUS INSPECTION.</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____ <b>Date:</b> _____	<b>Title:</b> _____ <b>Date:</b> _____
<b>Attest By:</b> _____	<b>Attest By:</b> _____