

## Service Agreement to Purchase Equipment

**TERMS OF SERVICE**, including the Service Agreement(s) and any applicable Service Order Attachments, which by this reference are incorporated herein ("Agreement"), are a binding agreement between Square Clover ("Carrier"), a North Carolina corporation with its primary office at 400 Clanton Rd, Ste K, Charlotte, NC 28217, and the legal entity identified in the Service Agreement ("Customer").

Purchase of Equipment. On and subject to the terms and conditions of this agreement, Carrier does hereby sell to Customer the Equipment outlined in Attachment B for the purchase price found in Attachment B. If Customer fails to pay the amount outlined, Carrier may then cancel this Agreement and sue for its damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney fees.

Risk of Loss. The risk of loss from any casualty to the Equipment, regardless of the cause, will be the responsibility of the Carrier until the Equipment has been received by the Customer.

Charges. Carrier shall invoice Customer upon installation of Equipment found on Attachment B. Customer shall pay all charges on terms of Net 15 days. Overdue invoices shall bear an interest at the rate of 3% per month. If Carrier undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including attorney fees.

Deposit. Upon signing this Agreement, Customer shall pay Carrier a deposit of 50% of the total price prior to equipment being ordered and/or installed. This deposit is to be credited to the final invoice.

Warranty. Carrier warrants that the Equipment sold hereunder are new and free from substantive defects in

workmanship and materials. Carrier's liability is limited to the Manufacturers' warranty and is not inclusive of labor required to replace or repair warranty items. No other warranty, express or implied, is made by Carrier, and none shall be imputed or presumed.

Taxes. All sales taxes, tariffs, and other governmental charges shall be paid by Customer and are Customer's responsibility except as limited by law.

Governing Law. This Agreement shall be governed by the laws of the State of North Carolina. Any disputes hereunder will be heard in the appropriate federal and state courts located in Mecklenberg, North Carolina.

Force Majeure. Carrier may, without liability, delay performance or cancel this Agreement on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.

Miscellaneous. This Agreement between the parties supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Agreement except in writing and signed by both parties. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.