

**1. Applicability**

These terms and conditions apply to all transaction in which goods or services are leased, sold, or provided, or are to be leased, sold, or provided by, from, or on behalf of Jasper Engineering and Equipment Company to or for the benefit of any purchaser, lessee, or other person, whether or not such other person deals directly with Jasper Engineering and Equipment Company or its agent.

**2. Title**

Any equipment shall remain the personal property of Jasper Engineering and Equipment Company, notwithstanding delivery and regardless of the extent which the equipment may be affixed to or used in connection with or incorporated in any reality, until the full purchase price has been paid.

**3. Taxes**

The buyer shall pay all sales and other taxes in addition to the price of the equipment or lease or services. The buyer shall also pay any and all other excise, property, or other taxes or charges.

**4. Confidential Information**

All information provided to the buyer relating to price, design, performance, size, and type of equipment is not to be shown or disclosed or made available to others without the prior written consent of Jasper Engineering and Equipment Company.

**5. Warranty**

a. Jasper Engineering and Equipment Company warrants its equipment to be free from defects in material and workmanship. This warranty is subject to the remedies provided in paragraph 6.  
b. Equipment and materials not manufactured by Jasper Engineering and Equipment Company are warranted only to the extent and in the manner they may be warranted or guaranteed to Jasper Engineering and Equipment Company by the manufacturer thereof, provided that this warranty by Jasper Engineering and Equipment Company is effective only to the extent such warranty or guarantee may be reasonably enforced without litigation by Jasper Engineering and Equipment Company. Jasper's liability under this warranty is subject to the remedies provided in paragraph 6.  
c. THE IMPLIED WARRANTY OF MERCHANTABILITY IS EXPRESSLY DENIED AND EXCLUDED.  
d. THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DENIED AND EXCLUDED.  
e. There are no warranties, express, implied, or statutory, and no guarantees, and no representations concerning the performance capabilities of the equipment other than those set forth in paragraph 5a and 5b above or as otherwise agreed to by Jasper Engineering and Equipment Company in writing, provided that this disclaimer is not effective as to warranties or guarantees that the applicable law prohibits from being disclaimed or waived.

**6. Remedy Limitations**

a. Jasper Engineering and Equipment Company shall not be liable for any special, indirect, or consequential damages of any nature whatsoever, including, but not limited to lost income, lost profits, damage to other property, damage to computer or other information systems, and any other losses caused by delays, or down time, or operating or maintenance costs.  
b. The remedy for any breach of contract or breach of warranty or guarantee shall be limited to repair or replacement of the equipment.  
c. In no event shall the liability of Jasper Engineering and Equipment Company to the buyer exceed the amount paid by the buyer for the purchase of the equipment; or if leased, one year's lease payments, or if Jasper is providing services, the cost of services charged to and paid for by the customer.

**7. Insurance**

The buyer shall buy and maintain insurance on the equipment from the time of delivery to the buyer until the equipment is paid for in full.

**8. Default by Buyer**

In the event the buyer becomes insolvent, bankrupt, or defaults in any term or condition of this agreement or any other agreements between Jasper Engineering and Equipment Company and the buyer, the entire unpaid portion of the purchase price shall, without notice or demand become immediately due and payable. In any such event, Jasper Engineering and Equipment Company at its option, without notice or demand shall be entitled to any one or more of the following remedies: 1) to sue for the balance due under this and all other agreements, plus reasonable attorneys fees (calculated on either an hourly basis or contingent fee basis), plus out-of-pocket expenses and interest; and/or 2) to enter any place where the equipment is located and to take immediate possession of and to remove the equipment, with or without legal process, and/or 3) to retain all payments previously made on this or other agreements, and/or 4) to resell the equipment at a public or private sale without notice or demand for and on behalf of the buyer, and to apply the net proceeds from the sale after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs, storage charges, taxes, liens, collection and attorneys fees and all other expenses in connection therewith to the balance then due to Jasper Engineering and Equipment Company and to receive from the buyer the deficiency between such net proceed of sale and the balance. The buyer hereby waives all trespass, damage and other claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not in limitation of any other rights of Jasper Engineering and Equipment Company.

**9. Modification, Waiver, and Rescission**

This agreement cannot be modified or rescinded and no provision of it shall be waived except by a writing signed by Jasper Engineering and Equipment Company. A waiver or repeated waivers of any provision or provisions hereof shall not constitute a waiver of the same provision or provisions or any other provisions in any other instance and shall not impair the rights of Jasper Engineering and Equipment Company to enforce any of their terms and conditions of this agreement subsequent to such waiver.

**10. Entire Agreement**

This agreement is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms of their agreement.