



Equipment Purchase Contract

This equipment Purchase is entered into by and between:

Home Folks Wholesale Co., (Seller)

P.O. Box 2524

Augusta, GA 30903

And

Customer Name: _____

Buyer Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

(Buyer)

The Purchase Contract is made effective on the date set forth in the execution provision at the end of this Contract.

Seller desires to sell to Buyer, and Buyer desires to buy from Seller, certain tangible property at certain terms and conditions as specified in this document.

IT IS AGREED:

1. Description of Property.

Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, on the terms and conditions as specified in this document, the following described equipment:

A _____ Machine.

S/N: _____

2. Disclaimer of Warranties and Waiver of Defenses.

A. No warranties by Seller except noted.

Notes: _____ Month parts warranty - No Labor covered – Void if any other product beside H FW Distributor supplied products are used in this machine.

SELLER IS NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, AND MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. Seller further disclaims any liability for loss, damage, or injury to purchaser or third parties as a result of defects, latent or otherwise, in the equipment whether arising from Buyer's negligence or application of laws of strict liability. As to Seller, Buyer purchases the equipment "AS IS"

B. Assignment for breach of warranty.

Seller hereby assigns to Buyer, solely for the purpose of prosecuting such a claim, all of the rights which Seller may have against a supplier and a supplier's vendor for the breach of warranty or other representations respecting the equipment of this lease.

3. Taxes.

Buyer shall pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on the ownership, possession or use of the equipment during the term of this lease, and shall pay all taxes (except Seller's Federal or State net income taxes) imposed on Seller.

4. Indemnity.

Buyer shall indemnify and hold Seller harmless against any and all claims, actions, suits, proceeding costs, expenses, damages, and liabilities, including attorney's fees and costs, arising out of, connected with, or resulting from the Equipment. Including without limitation, the manufacture, selection, delivery, possession, use, operation, or return of the equipment.



I, _____, (Buyer) have read and agreed to the terms of the Purchase Contract.

Date: _____

HFW Customer Number: _____

HFW Representative Signature _____

Buyer's Signature _____

FREE PRODUCT(s):	HFW Item # _____	# of FREE Cases _____
	HFW Item # _____	# of FREE Cases _____
	HFW Item # _____	# of FREE Cases _____
	HFW Item # _____	# of FREE Cases _____