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603-427-8131  
info@lucideq.com

## ***Buyer's Confidential General Purchase and Sale Agreement***

***December 9, 2014***

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## CONFIDENTIAL PURCHASE & SALE AGREEMENT

**Attention:** Name, Company Name

**This Agreement is made by and between \_\_\_\_\_, a \_\_\_\_\_ healthcare organization, (known as "Buyer"), and Lucid Equipment LLC, of Portsmouth, NH, (known as "Seller.") Buyer is submitting an offer to Seller in the amount of \$\_\_\_\_\_ for the equipment described below.**

**Equipment Description:**

**Make, Model, Year of Manufacture, and Serial Number at a minimum.**

**Equipment Disclosure: Lucid Equipment is unaware of the functionality of this equipment. Equipment was collected in working condition, but no tests have since been performed on the equipment, as Lucid Equipment does not have the means to test this type of equipment.**

**Buyer Initials \_\_\_\_\_**

**Seller Initials \_\_\_\_\_**

**Subject to: Subject to inspection. Equipment is to be delivered to Buyer in used condition. This is an "as-is" sale.**

**Buyer Initials \_\_\_\_\_**

**Seller Initials \_\_\_\_\_**

**Price: Total sales price of the Equipment is \$\_\_\_\_\_ U.S. Dollars.**

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**Inspection:** *Inspection to be performed on-site within ten (10) business days. Seller must make equipment available for inspection.*

**Buyer Initials** \_\_\_\_\_

**Seller Initials** \_\_\_\_\_

**Deposit:** *A 20% deposit must be received no later than five business days after execution of this agreement.*

**Payment Terms:** *Balance due will be paid upon successful inspection, either by wire or by certified check.*

**Removal Date:** *Equipment is to be removed according to the Seller's needs, but no later than fifteen business days after inspection unless otherwise noted to and agreed upon by both Buyer and Seller. If removal is to happen more than one business day after inspection, equipment can be inspected again and if equipment fails inspection, Buyer can void deal.*

**Shipping:** *Buyer will be responsible for any shipping or transportation costs.*

**Terms:** *The sale of Equipment is subject to the General Terms and Conditions attached hereto and incorporated herein by reference. This equipment is being sold in "as is/where is" condition without any warranties expressed or implied by the seller.*

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*Please initial, sign, scan and email to [andy@lucideq.com](mailto:andy@lucideq.com), if able. If not, fax back as soon as possible to Lucid Equipment LLC at 603-610-8801.*

<b>OFFERED BY:</b>	<b>ACCEPTED BY:</b>
<i>Signature</i>	<i>Signature</i>
<i>Andy Parker</i> <i>President, Lucid Equipment LLC</i> <i>Phone: 603-427-8131</i> <i>Date: _____</i>	<i>Name</i> <i>Company Name</i> <i>Phone:</i> <i>Date: _____</i>

### **GENERAL TERMS AND CONDITIONS**

**I. AS IS, WHERE IS:** *All used Equipment is sold "As Is, Where Is Condition", and*

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*Seller disclaims any and all warranties expressed or implied, including but not limited to implied warranties of merchantability and/or fitness for a particular purpose.*

**2. INSPECTION & DEPOSIT:** *Buyer will submit a refundable deposit in order to hold Equipment for inspection as defined on page three. Buyer must approve or reject Equipment within two business days of inspection. If Buyer approves Equipment, Buyer's deposit becomes a non-refundable down payment. If Buyer rejects Equipment, Seller shall refund all deposits paid to the Buyer within five business days following the written rejection of Equipment. If no response is received within two business days, Equipment will be presumed to have been rejected. Buyer understands and acknowledges Seller is in the business of providing healthcare and, as such, its purpose cannot be impeded. Buyer understands that causing the Seller to stop its Equipment marketing efforts for a period of time by entering into an agreement will cause the delay of equipment removal and thus new equipment placement and thus providing healthcare. As such, only a failed inspection will result in a returned deposit.*

**3. CONDITION OF EQUIPMENT:** *Equipment will be maintained in the condition that Seller represented it at the time of the execution of this Agreement and in the condition Buyer inspected it.*

**4. COMPUTERS & SOFTWARE:** *Seller understands that the Equipment requires functional computers and related software for operation. In the event Seller elects to erase the data and/or software from the computer, Seller agrees it will re-order and re-install the manufacturer's software prior to the scheduled removal date. If payment has been made and software has been destroyed, deleted, or corrupted, Seller has two business days to order software. If software has not been ordered and written proof furnished, Buyer has the right to cancel transaction and Seller must immediately refund all payments.*

## GENERAL TERMS AND CONDITIONS

**5. TITLE:** *Seller warrants that it is the lawful owner of this Equipment and that it is free of any and all encumbrances. Title will pass to Buyer or its designated agent upon receipt of payment in full. Title to the Equipment will then belong wholly and exclusively to Buyer or its designated agent/customer. Upon receipt of payment in full, and upon Buyer's request, Buyer will be issued a Bill of Sale from Seller. Title will remain with Seller until full payment*

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*has been made*

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

**6. REMOVAL COSTS:** *Buyer is financially responsible for the costs incurred in the removal of the Equipment, including but not limited to providing labor, rigging, crane rentals, packing, shipping, and all bonding and insurance. Buyer is responsible for any damage to Equipment during the de-installation process. Seller is responsible for providing a clear path for the removal of Equipment, and for any extraordinary costs required for removal including any construction costs, floor shoring, demolition, reconstruction, elevator-involved removals, or delays in preparing facility for removal.*

**7. REMOVAL LIABILITY:** *Buyer shall be liable for any injury, including property damage and personal injury, caused by the negligent or willful acts of Buyer, during de-installation and removal of Equipment.*

**8. DATE MODIFICATION:** *In the event that the Equipment removal is delayed by Seller for more than fifteen business days from the date defined in this agreement, Buyer shall have the option of either cancelling this agreement and receiving a full refund, or re-negotiating the purchase price.*

**9. EXPENSES:** *Except as otherwise specifically provided herein, each party to this Agreement shall pay its own expenses (including the fees and expenses of their representatives, accountants and counsel) incidental to the preparation and carrying out of this Agreement, and the consummation of the transaction set forth herein.*

**GENERAL TERMS AND CONDITIONS**

**10. SCOPE OF AGREEMENT:** *The signing of and the execution of this Agreement shall constitute the entire agreement between the parties and supersedes any and all prior agreements. No amendment or variation of this Agreement shall be valid unless mutually agreed upon in writing and signed by authorized officers of both the Seller and the Buyer.*

**11. WAIVER:** *Failure by a party to assert its rights upon any default of this Agreement shall*

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*not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder.*

**12. ARBITRATION AND LEGAL VENUE:** *Any controversy arising out of this Agreement shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. All actions relating to this Agreement or any party's performance or nonperformance under this Agreement shall be instituted in, and both parties consent to jurisdiction and venue in Portsmouth, NH. Judgment upon the award rendered in any arbitration may be entered in any court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to recover its reasonable attorneys' fees and costs incurred in such arbitration. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire.*

**13. COUNTERPARTS AND FACSIMILE SIGNATURES:** *This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. For purposes of this Agreement, signatures sent via facsimile shall be deemed originals and shall have the same force and effect as if they were originals. This agreement will not be binding until signed by both parties, and can be withdrawn at any time prior to its signature by Buyer. This agreement may only be executed when signed by all the Parties.*

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

**14. FORCE MAJEURE:** *Neither party shall be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, adverse weather conditions, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.*

**15. CONFIDENTIALITY:** *The terms and condition of this Agreement are confidential and shall not be disclosed except as necessary to the performance of this Agreement or as required by law. Seller's communications with Buyer's agents and customers are to be handled exclusively through Buyer unless otherwise directed by Buyer in writing. Seller*

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*agrees to limit any discussion during inspection or in the course of due diligence to technical or logistical issues, and further expressly agrees to NOT discuss any financial issues with prospective buyers.*

*Buyer Initials* \_\_\_\_\_

*Seller Initials* \_\_\_\_\_

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