

Date: 8/19/2013
Terms: NET 10

Rep: EWD

SELLER:	BILL TO:	SHIP TO:
MARKITX 1 E WACKER DRIVE SUITE 1205 CHICAGO, IL 60601 UNITED STATES	XYZ Corp, Inc. 1234 Main St Eden NY, NY 10453 UNITED STATES	XYZ Corp, Inc. 1234 Main St Eden NY, NY 10453 UNITED STATES
Attn: BRIAN CROUCH Phone: 312-273-1510	Attn: Sam Johnson Phone: 101-101-1000 Fax: 101-101-1001	Phone: 101-101-1000 Fax: 101-101-1001

1. **SALE:** SELLER agrees to sell and BUYER agrees to purchase from the SELLER the machines and features listed below (referred to as the "Equipment") in accordance with the terms specified herein, including the terms and conditions on the reverse side hereof which are part of this agreement.

Line	Qty	Item #	Mfgr	Description	Unit Price	Extended Price
1	13	PE2950	DELL	DELL POWEREDGE 2950 SERVER PER SERVICE TAGS: 2LPD6C1 1LPD6C1 DMZ3VF1 JMZ3VF1 HMZ3VF1 DTG93H1 3TG93H1 FSG93H1 BJ8H3H1 CJ8H3H1 9J8H3H1 84XSGH1 JJXMPJ1	220.00	2,860.00
2	4	MD1000	DELL	POWERSHIELD MD1000	515.00	2,060.00
3	3	PER900	DELL	POWEREDGE R900 PER SERVICE TAG: HKVCXH1 943DJL1 CS456J1	110.00	330.00
4	1	PE2850	DELL	DELL POWEREDGE 2850 PER SERVICE TAG: B37NY81	0.00	0.00
5	1	PE750	DELL	POWEREDGE 750 PER SERVICE TAG: BMQZY71	0.00	0.00

Total	<u>5,250.00</u>
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2. LOCATION OF EQUIPMENT (if different from SELLER's address above):

- 3. PURCHASE PRICE:** The purchase price of the Equipment is \$ 5,250.00, which amount BUYER agrees to pay to the SELLER as follows: A) \$ 0.00 upon execution of this Agreement, and B) the balance of \$ 5,250.00 on the Closing Date. The Closing Date should be _____

- 4. DELIVERY:** **Company** XYZ Corp, Inc.
 1234 Main St Eden NY,
 NY 10453 UNITED
 STATES
 Phone: 101-101-1000 Fax: 101-101-1001

- 5. ACCEPTANCE:** If the Purchase Agreement is not signed and returned to BUYER by SELLER on or before _____ the agreement shall be voidable at the option of the BUYER.

BUYER XYZ Corp, Inc.Name: **SAM JOHNSON**Title: **SALES REPRESENTATIVE**

Signature: _____ Date: _____

SELLER: MARKITXName: **BRIAN CROUCH**

Title: _____

Signature: _____ Date: _____

THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT

6. TITLE; RISK OF LOSS; SECURITY INTEREST: Title to the equipment shall remain vested in SELLER until the purchase price thereof is fully paid. The Risk of Loss shall be on SELLER until the Equipment is delivered to PURCHASER. PURCHASER hereby grants to SELLER a purchase money security interest in the Equipment in the amount of purchase price to secure the prompt payment by PURCHASER when due of all amounts payable to SELLER and all other obligations of PURCHASER contained in this Agreement. Upon SELLER's request, PURCHASER shall execute such financing statements as may be necessary to evidence SELLER's security interest. The interest will be released upon payment in full.

7. MAINTENANCE; WARRANTIES; DISCLAIMERS: SELLER warrants and represents to PURCHASER: (a) SELLER, at the time of delivery of the Equipment, will be the lawful owner of the Equipment free and clear of all liens and encumbrances of every kind and manner. SELLER will supply PURCHASER with a Bill of Sale evidencing such title and warranty; and (b) SELLER, at the time of delivery, will have the full right, power and authority to sell the Equipment, and (c) the Equipment has been under a manufacturer's standard maintenance agreement at the time of delivery the Equipment will be in good working order and eligible (according to the manufacturer's normal policies) for the manufacturer's standard maintenance contract. SELLER further warrants that the Equipment will be at the current engineering level at the time of delivery. Upon PURCHASER's request, SELLER shall supply PURCHASER with a letter from the manufacturer attesting to the same.

8. CONDITION OF EQUIPMENT: PURCHASER or its agent shall have the right to inspect the Equipment and to and including the date of delivery for general appearance and operating condition and also to inspect the Equipment's logbook. SELLER agrees to maintain or cause the Equipment to be maintained hereafter so that no excessive deterioration or use other than normal wear and tear shall occur before delivery of the Equipment, or if such excessive deterioration or use shall occur, SELLER shall use its best efforts to correct or cause said excessive deterioration or use to be corrected to assure the acceptable appearance and condition of the Equipment. At the time of delivery, the Equipment shall have all form stands, logic manuals, diagnostics, test decks, cables, terminators, connectors, maintenance documentation, tools, log(s), kick plates, covers, and all other accessories which were originally supplied by the manufacturer. SELLER shall be responsible for the replacement and/or reimbursement for any of the afore-mentioned items missing at the time of delivery.

9. TAXES: PURCHASER shall be responsible for and shall pay for all sales and use taxes levied or based on the purchase price, this Agreement, or the Equipment. Any personal property taxes assessable on the Equipment prior to delivery of Equipment to PURCHASER shall be borne and promptly paid by the SELLER.

10. NOTICES: Any notice with regard to this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth in the first paragraph of this Agreement, or to any other address to which notice has been given. Notice shall be effective upon receipt or three days from the date of mailing, whichever occurs first.

11. MISCELLANEOUS:

A. This Agreement constitutes the entire agreement between SELLER and PURCHASER with respect to the purchase and sale of the Equipment and no representation or statement not contained herein shall be binding upon SELLER or PURCHASER as a warranty or otherwise, unless in writing and executed by the party to be bound thereby.

B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and permitted assigns.

C. This Agreement shall not be effective unless signed by SELLER and returned to PURCHASER within 10 days of the date hereof. In addition, PURCHASER shall not be bound by this Agreement until the Terms thereof are accepted by PURCHASER at its office.

D. SELLER and PURCHASER stipulate that the place of formation of this Agreement is PURCHASER's City, State. SELLER and PURCHASER also contemplate the substantial performance under this Agreement will take place in PURCHASER's County, State. In the event of breach of this Agreement by SELLER or PURCHASER, venue shall lie in PURCHASER's County, State.

E. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal effect.

F. In the event either party to this Agreement shall elect to enforce the terms and conditions of this Agreement in any arbitration or litigation, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs including those incurred on appeal, as determined by the arbitrator or court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that the execution and delivery of this Agreement has been duly authorized by all necessary and appropriate corporate action and constitutes a valid, legal, and binding agreement enforceable in accordance with its terms. The parties agree that they may rely upon and shall be bound by facsimile signature received in the ordinary course of business to the same extent as original signatures.