

BLACKWOOD SALES TERMS AND CONDITIONS

1) TERMS. Subject to the terms and conditions set forth below, Blackwood Solutions, LLC (or its affiliate) ("Blackwood") hereby sells to Customer and Customer hereby purchases from Blackwood, all equipment and other property described herein. All equipment and component parts and other property described herein is hereinafter collectively called the "Equipment."

2) NO WARRANTIES. BLACKWOOD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST BLACKWOOD AND ITS AGENTS, OWNERS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY "BLACKWOOD ENTITIES"). CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES ALL BLACKWOOD ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF BLACKWOOD'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH BLACKWOOD RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

3) RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, RELEASE, AND HOLD BLACKWOOD ENTITIES HARMLESS AND AT BLACKWOOD'S REQUEST, DEFEND BLACKWOOD ENTITIES (WITH COUNSEL APPROVED BY BLACKWOOD), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S' AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

4) LIMITATION OF BLACKWOOD'S LIABILITY. IN CONSIDERATION OF THE SALE OF EQUIPMENT, CUSTOMER AGREES THAT BLACKWOOD'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM, BLACKWOOD'S, ANY BLACKWOOD ENTITIES', OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL PURCHASE PRICE PAID BY CUSTOMER UNDER THIS CONTRACT.

5) JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND BLACKWOOD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

6) ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR BLACKWOOD, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANYWAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN

A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES. JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

7) GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of Indiana, without regard to any conflicts of law principles, and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

8) MISCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Blackwood to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that (a) the person executing is 18 or the legal age of majority in the state, whichever is greater, and they have full authority to execute, deliver and perform this Contract on behalf of Customer, and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions in this Contract, such agreement shall take precedence over the terms herein.

9) INSPECTION. Customer acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Customer further acknowledges his duty to inspect the Equipment prior to use and notify Blackwood of any defects.

10) PASSAGE OF RISK OF LOSS. All risks of loss, casualty or other damage to the Equipment shall pass to the Customer at the time when and place where Blackwood delivers possession, whether such delivery be to the Customer or to a common carrier or other independent instrument of transportation or to any other bailee.

11) COUNTERPARTS. This Agreement may be executed in counterpart signature pages including facsimile counterparts each of which shall be deemed an original and all of which together shall constitute a single agreement.

I agree to the terms and conditions.

Company Name: _____

Printed Name: _____

Signature: _____