

**U.S. GENERAL TERMS AND CONDITIONS OF SALE FOR THE PURCHASE OF
REFURBISHED XEROX PRINTERS, MULTIFUNCTION EQUIPMENT, COPIERS AND ACCESSORIES**

The term "Xerox" refers to Xerox Corporation. The term "you" refers to the customer, purchaser or buyer.

1. PRODUCTS. The term "Products" collectively refers to refurbished Xerox printers, multifunction equipment, copiers and/or accessories.

2. PRICING; ORDERS; AND TAXES. Prices are in U.S. Dollars and are exclusive of taxes, shipping, and insurance. All orders are subject to acceptance by Xerox. Orders may not be cancelled or rescheduled without Xerox's consent, which consent may be given by Xerox in its sole discretion. Unless you provide Xerox with a valid and correct tax exemption certificate applicable to your purchase and ship-to location (fax to 503-685-2475 Attn: Refurbished Products Customer Service), you are responsible for any and all state and local sales, use, excise, privilege and other taxes associated with the order. You may purchase a maximum of five (5) solid ink Products per month.

3. SHIPPING AND DELIVERY; TITLE; AND RISK OF LOSS. Shipping and handling charges are in addition to the Product prices, unless otherwise stated at the time of sale. Xerox will ship to a single street address (no deliveries to Post Office Boxes) in the United States based on availability and shipping capability. Xerox may make partial shipments. Title to all Products (except for software) and risk of loss pass from Xerox to you upon tender to the carrier. Xerox reserves a security interest in each Product until the entire amount due has been paid.

4. PAYMENT. Payment must be made by credit card in U.S. Dollars. Cards accepted are Visa, MasterCard, and American Express. Shipment of your order is subject to approval of the financial institution that issued your card. If your card and purchase are accepted and approved, you agree to pay your obligations to your credit card issuer as required under the terms of your agreement with the issuer. Xerox will issue an order confirmation to the billing address specified in your order that provides confirmation of credit card charges applied to your card. You agree to pay any collection expenses, including reasonable attorney fees, expenses and court costs, incurred by Xerox to collect any unpaid amounts.

5. SOFTWARE. If your Product includes software ("Licensed Software"), such Licensed Software is provided by Xerox to you subject to an end user license agreement that is provided in the packaging or is agreed to when the Licensed Software is installed. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. If no separate end user license agreement is provided, the following terms shall apply: Xerox grants you a non-exclusive, non-transferable license to use the Licensed Software within the United States, its territories, and possessions for as long as you are current in the payment of any indicated fees (including any annual renewal fees). If Licensed Software is delivered with or within equipment, Licensed Software may only be used on or with such equipment. You have no other rights to Licensed Software and, in particular, may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate any software delivered in an unactivated state; or (3) allow others to engage in same. Title to Licensed Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox or its licensors (who shall be considered third-party beneficiaries hereof).

6. WARRANTIES. THE LIMITED WARRANTIES FOR XEROX-BRAND PRODUCT, IF ANY, AS WELL AS ANY DISCLAIMERS APPLICABLE THERETO, ARE SHIPPED WITH THE PRODUCT OR ARE PROVIDED IN A SEPARATE WARRANTY STATEMENT. THESE WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. XEROX DISCLAIMS, AND YOU WAIVE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. NO TOTAL SATISFACTION GUARANTEE. No Total Satisfaction Guarantee is available for refurbished Products.

8. INTELLECTUAL PROPERTY INDEMNITY. Xerox, at its expense, will defend you from, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox brand Product infringes

a third party's U.S. intellectual property rights provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent product, refund the price paid for the Xerox brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this Section, including but not limited to, infringement based upon a Xerox brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

9. YOUR INDEMNITY TO XEROX. You agree to indemnify, defend and hold Xerox harmless, including Xerox's officers, directors, agents, employees, affiliates, successors and assigns, from any claim, demand, or cause of action (including reasonable attorneys fees, expenses and court costs) arising from: (a) your modification(s) of and/or addition(s) to Product(s); (b) your breach of these terms and conditions, and (c) your omissions, misrepresentations, or negligence.

10. LIMITATION OF LIABILITY. XEROX SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE PURCHASE PRICE AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS OR THE PURCHASE, WHETHER THE CLAIM ALLEGES TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY EVEN IF OTHER PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

11. COMPLIANCE WITH LAWS. You agree to comply with all applicable laws and regulations of the various states and of the United States and/or any other country of competent jurisdiction regarding the export or re-export of any commodity, technology, technical data and/or software. You shall not export, directly or indirectly, any technical data acquired hereunder or any Products utilizing such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

12. U.S. GOVERNMENT CLAUSES. Xerox is a "commercial item" manufacturer and supplier as defined in Part 2 of the Federal Acquisition Regulations (FAR) and will accept those clauses required to be included in the acquisition of commercial items by FAR Part 12. Tailored clauses and any additional terms and conditions as described in FAR 12.302 require Xerox's written acceptance.

13. NOTICES. All notices shall be given in writing and deemed effective upon receipt. Notices to you will be sent to the address given at the time of your order. Notices to Xerox should be sent to: Xerox Corporation; Attn: Refurbished Products Manager; P.O. Box 1000, MS 7083-646; Wilsonville, OR 97070-1000.

14. MISCELLANEOUS. Xerox expressly rejects any contrary or supplemental terms in any purchase order, acknowledgment or other documentation provided by you, and in the event of any conflict between these terms and conditions and any such documentation, these terms and conditions shall prevail. The rights and obligations hereunder are governed by the substantive laws of the State of New York, including the Uniform Commercial Code as adopted thereunder, without regard to their conflict-of-law principles. If a court finds any term of these terms and conditions to be unenforceable, illegal, or otherwise invalid, that provision and the remaining provisions will be enforced to the greatest extent possible. The failure of either party to enforce any provision of these terms and conditions will not be construed as a waiver of such provision or the right thereafter to enforce each and every provision. All changes these terms and conditions must be made in a writing signed by both parties.