

## EQUIPMENT PURCHASE AGREEMENT

AGREEMENT made on \_\_\_\_\_ between PLANT TELECOMMUNICATIONS SALES & SERVICES, INC., a Georgia Corporation with its principal place of business in Tifton, Georgia, (hereinafter referred to as "Plant Sales") and \_\_\_\_\_ a Corporation with its principal place of business in \_\_\_\_\_ (hereinafter referred to as the "Purchaser").

### I. SALE

The purchaser agrees to purchase and Plant Sales agrees to sell, for the terms and conditions which follow, the telephone equipment/system set forth in "Schedule A" attached hereto and more fully described in the attached Specification List.

### II. PURCHASE PRICE

Unless otherwise provided for in this agreement, the prices set forth in Schedule A are F.O.B. Purchaser's facility. In addition to the prices set forth under this Agreement, the Purchaser agrees to pay amounts equal to any taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based on net income.

### III. TERMS

Payment for the telephone system and/or equipment shall be made in full upon the latter of (a) the date of final installation, or (b) fifteen (15) days after Purchaser executes a Certificate of Acceptance, unless otherwise provided in a time payment agreement between Plant Sales and the Purchaser.

### IV. TITLE

Title to the telephone system and/or equipment is to remain in Plant Sales until the full purchase price is paid. Failure to pay the purchase price when due shall give Plant Sales the right, without liability, to repossess the telephone system and/or equipment, with or without notice, and to avail itself to any and all legal remedies.

### V. RISK OF LOSS

Risk of loss of the telephone system and/or equipment, or any part of same, shall pass to the Purchaser upon delivery of same to Purchaser's premise.

### VI. INSTALLATION

The prices set forth in Schedule A include installation of the telephone system and/or equipment. Any modifications or deviations from the specifications provided for in this Agreement must be in writing signed by Plant Sales. Purchaser shall pay for all costs and expenses associated with any such modifications or deviations.

Purchaser shall provide appropriate environmental conditions, full and unrestricted access and necessary commercial power and facilities for installation of the telephone system and/or equipment and for use by Plant Sales' employees and contractors.

### VII. TRAINING

Plant Sales shall provide educational and training services for Purchaser's personnel to effect the operation of the telephone system and/or equipment, at no cost to Purchaser, for a period not to exceed one hundred thirty (130) days.

### VIII. WARRANTY

Plant Sales warrants to the Purchaser that the telephone system and/or equipment sold hereunder is of merchantable quality and will be free from defects of materials and workmanship for a period of twelve (12) months from the Acceptance date. Should any failure to conform to this warranty become apparent during said period, Plant Sales, shall, upon prompt notification from Purchaser and upon substantiation that the telephone system and/or equipment has been operated in accordance with Plant Sales' recommendations and/or standard industry practice, correct such nonconformity, at its option, by repairing or replacing any defective parts or equipment. The foregoing warranty does not apply where there have been unauthorized modifications or accidental damage to the telephone system and/or equipment. Correction of any nonconformity in the manner and for the period of time provided herein shall constitute complete fulfillment of all liabilities of Plant Sales under the foregoing warranty.

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### IX. LIMITATION OF LIABILITY

Plant Sales shall not be liable for any incidental or consequential damages arising out of Purchaser's use of the telephone system and/or equipment to include, but not limited to, the claims of customers of Purchaser for service interruptions.

### X. LOSS, DAMAGE OR DELAY

Plant Sales shall not be liable for loss, damage, detention, or delay resulting from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of the Purchaser, insurrection or riot, embargo, car shortage, wreck or delay in transportation, or inability to obtain necessary labor, materials or manufactured facilities from usual sources. In the event of delay due to any such cause, the date of delivery and/or Plant Sales' performance hereunder, as the case may be, will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

### XI. GENERAL

This Agreement shall be governed by the laws of the state of Georgia and constitutes the entire agreement between Plant Sales and Purchaser. No modification or waiver of any of the terms or conditions hereof or consent to any departure thereof by either party shall be effective unless the same shall be in writing signed by both parties and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given. This Agreement may be executed in one or more counterparts, each of which when fully executed shall constitute an original thereof.

THIS AGREEMENT IS TO BE CONSIDERED AS AN OFFER FROM PURCHASER AND IS NOT BINDING UPON PLANT SALES UNTIL ACCEPTED BY ONE OF PLANT SALES' OFFICERS IN THE STYLE AND MANNER SET FORTH HEREIN BELOW.

**IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to this Agreement on the date herein above set out.**

**Signed, sealed and delivered in the presence of:**

**PLANT TELECOMMUNICATIONS SALES & SERVICES, INC.**

\_\_\_\_\_  
**Notary Public** (Seal)

**By:** \_\_\_\_\_  
**President**

**Date:**

**Signed, sealed, and delivered in the presence of:**

**Customer:  
Address:  
Address:**

\_\_\_\_\_  
**Notary Public** (Seal)

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SEE ATTACHED SCHEDULE A**