

HARDWARE SALE AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, _____.

BETWEEN:

_____ (insert legal name of supplier)
a corporation incorporated under the laws of _____ (insert province)
(the "Supplier")

- and -

_____ (insert legal name of customer)
a corporation incorporated under the laws of _____ (insert province)
(the "Customer")

Supplier agrees to sell to Customer and Customer agrees to purchase Supplier's _____ (insert type of equipment) equipment for the prices listed below subject to the following terms and conditions:

1. Equipment and price schedule

(insert description of hardware, quantities being purchased, model and serial numbers, prices, applicable taxes, deposits or payments already made and schedule of payments)

2. Effective date and title

- (a) This agreement will be effective on the date of execution by the Supplier. Any existing Supplier agreement for equipment being replaced will continue up to the date the replacement equipment is installed and ready for use.
- (b) Title to the equipment listed in paragraph 1 hereof will transfer to the Customer upon payment by the Customer of all those amounts set out in paragraph 1 hereof.

3. Terms of payment

- (a) Where installation is the responsibility of Supplier, instalment payments are due on the first day of each month following the date the equipment is installed and ready for use as determined by the Supplier. Where installation by the Supplier is delayed after delivery to the Customer site due to causes beyond the Supplier's control or where installation is the responsibility of Customer, instalment payments are due on the first day of each month following the date of delivery. When the Balance Due is payable in one (1) instalment, it is due and payable on receipt of invoice.
- (b) The Customer will pay all applicable sales and use taxes imposed on the Customer or the Supplier with respect to the sale and use of the equipment.