



# Purigen98<sup>®</sup> "Rent to Own" Program

Agent Code	Agreement #	Customer #
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**1. SUPPLIER:** N2Revolution, Inc • 523 Sawgrass Corporate Pkwy • Sunrise, FL 33325 • Phone (954) 838-7545 • Fax (954)337-4614  
 This document is written in "Plain English". The words **you, your** and **Dealer** refer to the customer. The words **Supplier, we, us, our** and **N2R** refer to N2Revolution, Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

## 2. DEALER INFORMATION

FULL LEGAL NAME OF DEALER			STREET ADDRESS OF BUSINESS PREMISES		
CITY	STATE	ZIP	PHONE	FAX	
TYPE OF BUSINESS		YEARS IN BUSINESS		FEDERAL TAX I.D.#	
<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP					
NAME OF PRINCIPAL		TITLE	EMAIL		
PRESENT BANK	ACCOUNT #	BANK CONTACT		PHONE	
TRADE REFERENCE #1		CITY	STATE	PHONE	
TRADE REFERENCE #2		CITY	STATE	PHONE	

## 3. RENT TO OWN PROGRAM

N2R will rent to Dealer the nitrogen generation and inflation equipment, accessories and licenses (collectively, the "Equipment") listed below during the term of this Agreement. N2R will at all times retain full ownership in and title to the equipment. The Equipment will be installed and maintained only at the Dealer's business premises location specified above (the "Premises"). The Equipment provided is:

- Fully optioned M-6164 /M-6324 Mobiflator™, with TURBO Auto Inflator/ Converter with 4 tire service hoses
- Purilizer™ hand held analyzer
- Installation kit, installation assistance (phone or email)
- DVD with consumer video and employee training information
- Marketing Launch Package (1 banner, 2 posters, 250 POS brochures)
- Unlimited access to on-line training through Purigen98<sup>®</sup> Academy
- Regularly scheduled maintenance kits for Mobiflator™
- Listing on our referral site, [www.purigen98.com](http://www.purigen98.com).
- Standard shipping and handling (Lift-gate delivery add \$100)

## 4. RENT TO OWN DETAILS

SELECT	MODEL	Price	Initial Payment	Monthly Rental Payment	Payments	Final Payment	INITIAL
<input type="checkbox"/>	Mobiflator M-6164T	\$9,998	\$2,000	\$389	18	\$1,000	
<input type="checkbox"/>	Mobiflator M-6324T	\$10,498	\$2,000	\$389	18	\$1,500	

## 5. TERM

This agreement may be terminated at any time upon 30 days written notice by Customer. Customer may at any time buy the machine by paying the remaining monthly rental payments and Final Payment. Rental payments are due monthly following 30 days and every 30 days thereafter of the date that equipment is shipped. Upon Dealer's timely payment of 18 monthly rental payments, Dealer may purchase the unit by submitting the final payment amount. In the event this Agreement is terminated prior to paying 18 monthly rental payments and final payment, and Dealer does not remit full payment for the equipment, then Dealer shall be responsible for packaging and returning the Equipment securely to N2R warehouse at its expense. Following termination Dealer may no longer use any Purigen98<sup>®</sup> branded or licensed materials, rights and/or services.

## 6. PAYMENT OPTION (select one)

<input type="checkbox"/> AUTO DEBIT	As a duly authorized check signer on the financial institution account identified herein, I authorize Purigen98 to perform scheduled or periodic electronic fund transfer debits for payments due. Please attach blank voided check to agreement	Financial Institution		Branch	City	State	Zip
Init. <input type="checkbox"/>		Transit/ABA#			Account #		
<input type="checkbox"/> CREDIT CARD	I hereby authorize Purigen98 to act upon my instructions received by telephone or any other means to charge my credit card for services and products provided. All sales are final.	<input type="checkbox"/> VISA/MC	Card Number		Expiration Date		CVV2 # (on back)
Init. <input type="checkbox"/>		<input type="checkbox"/> AMEX	Name as it appears on card		Billing Street	Billing State	Billing Zip
		<input type="checkbox"/> Discover					

## 7. CUSTOMER ACCEPTANCE

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS DEALER AGREEMENT (THE "AGREEMENT") (INCLUDING THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE REVERSE SIDE HEREOF) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS SET FORTH IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. DEALER CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND IN ANY RELATED APPLICATIONS WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON N2REVOLUTION, INC. OR EFFECTIVE UNTIL AND UNLESS N2REVOLUTION, INC. EXECUTES THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. DEALER AGREES TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FLORIDA STATE COURTS FOR THE JUDICIAL CIRCUIT WHEREIN LIES BROWARD COUNTY, FLORIDA FOR PURPOSES OF ANY LEGAL ACTION OR PROCEEDING BROUGHT UNDER OR RELATING TO THIS AGREEMENT.**

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**TERMS AND CONDITIONS**

**A. USE OF EQUIPMENT.** The Equipment is and will remain N2R property during the term of this Agreement. Dealer will use the Equipment only for the purpose of generating nitrogen to inflate automobile tires at Dealer's business Premises specified above and will operate the Equipment in accordance with PurigeN98®'s applicable specifications. N2R does not grant to Dealer any rights to transfer or otherwise use the Equipment for any other purpose other than the purpose stated above. Dealer will not encumber the Equipment in any way. The right to use the Equipment is not transferable. N2R may file UCC statements to document its ownership.

**B. EQUIPMENT MAINTENANCE/INSURANCE.** During the term of this Agreement, Dealer will maintain the Equipment and service it at its expense with N2R provided service kits so as to cause the Equipment to operate in accordance with the manufacturer's applicable specifications. Dealer will provide adequate security to protect the Equipment from theft, damage or misuse, and will provide an operating environment for the Equipment consistent with PurigeN98® documentation. Dealer will not open or alter the Equipment in any manner without N2R's prior written consent. Dealer will not reverse-assemble the Equipment. Dealer will obtain and maintain customary insurance covering damage or loss to the Equipment and acknowledge that neither N2R nor its insurers will be liable for any damage or loss to the Equipment while it is in Dealer's possession. Dealer understands that there is no bodily injury or property damage liability insurance provided by N2R to cover Dealer during the term of this Agreement. Dealer is responsible for any loss of or damage to the Equipment during the term of this Agreement, other than normal wear and tear. N2R shall provide all repair services and bear all related costs, provided, the Dealer informs N2R of any damage or breakdown within 24 hours, Equipment is operated as per the operating instructions, and the damage or breakdown is not caused by any misuse, negligence or abuse. If any portion of the Equipment is lost, stolen or damaged, Dealer will promptly notify N2R of such event. Dealer will use the Equipment in a careful and proper manner and will comply with all documentation provided with the Equipment. Dealer hereby assume all risks of loss and damage (except loss or damage caused by the gross negligence or intentional or willful acts of N2R, its officers, employees, agents and representatives) to the Equipment from any cause whatsoever. If the Equipment requires repairs or replacement upon its return to N2R (for other than ordinary wear and tear), Dealer will be liable to pay N2R for the costs to repair or replace the Equipment at the manufacturer's then standard prices.

**C. LIMITATION OF LIABILITY.** EXCEPT FOR EXPRESS WRITTEN WARRANTIES PROVIDED TO DEALER BY THE MANUFACTURER, THE EQUIPMENT IS PROVIDED TO DEALER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM N2R EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL N2R AND ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR: (i) ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR (ii) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS). THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY AND WHETHER N2R OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

**D. INDEMNIFICATION.** Each party shall indemnify the other only with respect to any third party claim alleging bodily injury, including death, or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, provided that such claim is reported promptly in writing to the indemnifying party. In no event shall N2R's liability under this section exceed the Cash Price of the Equipment. This indemnity shall not apply in favor of Dealer to any claims arising out of use of affected items manufactured at Dealer's request to Dealer's production specifications or out of use of the affected items in a manner or for a purpose not contemplated by this Agreement.

**E. OPERATIONAL REQUIREMENTS.** (1) The Dealer agrees that it will make no representations or warranties that tend to misrepresent or falsify the specifications, qualities or uses of the Equipment. In recognition of the manifold benefits accruing from maintaining uniformity of quality in the N2R tire inflation system, the Dealer agrees that it shall maintain no less than a 95% nitrogen purity level in all tires which it services using the Equipment. Dealer acknowledges that its compliance with this requirement will be subject to review by N2R and its representations from time to time without notice to Dealer, and that in the event that the Dealer fails to strictly comply with this 95% nitrogen purity level requirement, N2R shall have the right to terminate the Dealer's rights under this Agreement immediately upon written notice to Dealer.

(2) In connection with the Dealer's operation of the Equipment and its offering to end-user's the PurigeN98® tire inflation system, Dealer agrees that it shall only offer and sell to end-users, ancillary equipment such as tire valve caps, that has been supplied by N2R or otherwise approved in writing N2R for use with the PurigeN98® tire inflation system.

**F. WARRANTY POLICIES.** The parties agree that the Dealer will be entitled to rely upon the manufacturer's express warranty covering the Equipment. The Dealer indemnifies and holds N2R harmless from any loss or claim arising out of the negligence or willful acts of the Dealer or its agents, employees or representatives in the installation, use, sale or servicing of any of the Equipment.

**G. DEFAULT.** If any breach by Dealer of this Agreement, or any other agreement between the parties, continues uncorrected for more than five (5) days after written notice from N2R describing the breach, N2R shall be entitled to declare a default under this Agreement, to terminate the Dealer's rights under this Agreement immediately upon notice to Dealer, and pursue any and all remedies available at law or equity, including repossessing the Equipment. In addition, N2R may thereafter suspend performance of its obligations under any such agreements.

**H. FORCE MAJEURE.** N2R's performance shall be adjusted or suspended by N2R to the extent performance is beyond N2R's reasonable control for reasons including, without limitation, the following: strikes, work stoppages, fire, water, governmental action, acts of God (including, without limitation, earthquakes, rains or floods), or public enemy, delays of N2Rs, subcontractors, power company or others. N2R will ship the Equipment (or cause its agents to do so) as quickly as reasonably possible, but is not responsible for delays associated with acts of God, manufacturing delays, strikes, work stoppages, transportation delays, weather or other matters beyond N2R's control.

**I. ENVIRONMENTAL CREDITS.** N2R is obtaining environmental CER (Certified Emission Reduction) credits that may become a tradable commodity during the term of this agreement. At N2R's request, Dealer will assist in the conveyance to N2R of all potential CER's created through use of N2R equipment and PurigeN98® inflated tires.

**J. MISCELLANEOUS.** (a) If Dealer issues a purchase order for its own internal purposes, Dealer agrees that only the terms and conditions of this Agreement apply. (b) N2R reserves the right to subcontract any and all of the work to be performed by it under this Agreement. (c) This Agreement is not assignable by Dealer without prior written consent of PurigeN98®. Any attempt to assign any of the rights, duties or obligations under this Agreement without such consent will, at N2R's option, be deemed void or may be accepted in N2R's sole discretion. (d) The waiver by either party of any default will not operate as a waiver of any subsequent default. (e) The non-prevailing party will pay all of the prevailing party's costs or expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement. (f) N2R's obligations under this Agreement are contingent upon receipt of a credit report regarding Dealer which is satisfactory to N2R in its sole discretion. Dealer hereby authorizes N2R (or its agent) to obtain credit reports, make such other credit inquiries as N2R may deem necessary, and furnish payment history information to credit reporting agencies. (g) This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written and constitutes the entire agreement between N2R and Dealer with respect to the purchase of the Equipment. Any representations, warranties or statements made by an employee, salesperson or agent of N2R and not expressed in this Agreement are not binding upon N2R. Dealer acknowledges that it has read this Agreement, has received and reviewed any and all documents referenced in it, understands it, and is bound by its terms. (h) If any court holds any portion of this Agreement unenforceable, the remaining language shall not be affected. (i) Any modification to this Agreement must be in writing and executed by an authorized representative of the party against whom enforcement is sought. (j) This Agreement is deemed made and GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, except for its rules regarding the conflict of laws. (k) The parties agree that a facsimile copy of this Agreement and related documents with facsimile signatures may be treated as originals and will be admissible as evidence and satisfy any applicable Statute of Frauds. (l) In the event of any conflict between the terms and conditions of this Agreement, N2R's form attachments, and any other attachment, including Dealer's request for proposal or similar document, this Agreement shall control over the form attachments, which in turn shall control over any other attachment. (m) Time is of the essence with regard to the Dealer's payment of all amounts due N2R. All invoices not paid when due accrue interest at the lower of 1.5% per month or the highest legal rate allowed under applicable law. (n) This Agreement allocates the risks of the Equipment's operation between N2R and the Dealer, an allocation that is recognized by both parties and is reflected in the Cash Price set forth. (o) All invoices not paid by Dealer when due will accrue interest at the rate of 1.5% per month or the highest rate allowed under applicable law, if lower. (p) All of Dealer's written notices to N2R must be sent by certified mail or recognized overnight delivery service, postage prepaid, to N2R at its address set forth on the first page of this Agreement. All N2R's notices to Dealer may be sent first class mail, postage prepaid, to Dealer's Billing Address stated above. At any time after this Agreement is signed, N2R or Dealer may change an address by giving notice to the other of the change.

**CUSTOMER ACCEPTANCE**

**X**

DATED \_\_\_\_\_ CUSTOMER \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**N2R ACCEPTANCE**

This agreement does not become valid until accepted and executed by an officer of N2Revolution, Inc.

**X**

DATED \_\_\_\_\_ Name \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_