

## **EQUIPMENT PURCHASE AGREEMENT**

**THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter "Agreement") is entered into, this \_\_\_\_\_, 2008 by and between:**

**The SELLER:**

**SuperSmiles2U.com™  
218 Valencia Shores Drive  
Winter Garden, FL 34787  
(Hereinafter "Seller")  
An Authorized BEYOND™ Products Agent**

**The Seller and Buyer** do hereby agree to abide by the terms set out in this Agreement. The terms of this Agreement are as follows:

### **1. THE EQUIPMENT**

The **Seller** agrees to sell to the **Buyer** the following:

**BEYOND ACCELERATOR Serial Number:** \_\_\_\_\_ <sup>1</sup> The

BEYOND™ Whitening Accelerator for WhiteSpa contains the BEYOND™ Whitening Accelerator Lamp programmed for use with the BEYOND™ WhiteSpa System and includes marketing materials exclusively for the BEYOND™ WhiteSpa System.

### **2. TERM OF AGREEMENT**

The payment for the equipment will be (\$\_\_\_\_\_) USD, payable in advance or upon delivery or in accordance with the following. In lieu of the deposit, the following payment schedule will be as follows. Payment will be due on the \_\_\_\_\_ day of \_\_\_\_\_ 2008 and then \$\_\_\_\_\_ due on the \_\_\_\_\_ day each month thereafter during the term of this agreement. It is also agreed that in addition to the purchase price an additional fee for interest in the amount of \_\_\_% will be accessed to the outstanding balance due. It is also agreed that there will be a \$\_\_\_\_\_ late fee due on any installment that is not received within (5) five days of the due date included with that months rent, and a \$10.00 additional late fee due each additional day past the due grace period. Either Lessor or Lessee may terminate this lease upon the expiration of the term by giving the other written notice at least 30 days before such expiration. In the absence of any such notice, this lease will continue upon the same terms and conditions month to month.

### **3. THE DEPOSIT**

The deposit for the equipment is **NON-REFUNDABLE** except whereas mandated by governing laws (generally 3 days grace) and will be (\$\_\_\_\_\_) USD

### **4. USE**

Buyer will use the Equipment with caution and due care and will obey all national, state, municipal and other laws, ordinances and regulations that relate in any way to the possession, use or maintenance of the Equipment while there is any outstanding balance due.

### **5. REPAIRS**

Buyer will keep the Equipment in clean and sanitized condition using only the specified BEYOND cleaning solutions and accessories, at their own expense while there is any outstanding balance due.

### **6. LOSS AND DAMAGE**

The Buyer takes on the entire risk of loss and damage to the Equipment. No loss or damage to the Equipment or any part of the Equipment will spare any obligation of the Buyer under this Agreement, which will continue in full force and effect through the term of the agreement. In the event of loss or damage of any kind to the Equipment, the Buyer will pay the replacement cost of the Equipment to the Seller up to the outstanding balance due.

**7. SURRENDER**

The Buyer remains solely responsible for payment of the Equipment. Under no circumstances will the Seller be required to retake possession of the Equipment.

**8. TAXES**

The Buyer will keep the Equipment free and clear of all levies, liens, and encumbrances. The Lessee is solely responsible for all obligations regarding taxes, licenses, laws and regulations while there is any outstanding balance due. Buyer understands and agrees that Buyer alone is responsible for all adherences to regulations, laws, regarding use of the Equipment while there is any outstanding balance due.

**9. INDEMNITY**

Buyer will indemnify the Seller against, and holds them harmless from, any and all proceedings, actions, suits, claims, expenses, damages, costs, and liabilities, including reasonable attorney's fees and costs, caused by, or connected with, or resulting from Buyer's use of the Equipment, including without limitation the use, selection, delivery, manufacture, possession, return or operation of the Equipment while there is any outstanding balance due.

**10. OWNERSHIP**

The Equipment is exclusively the sole property of the Seller and will remain so at all times until the requirements of this purchase agreement are completed and fulfilled. The Buyer has no right, title or interest therein or thereto except as specified in this agreement while there is any outstanding balance due.

**11. ENTIRE AGREEMENT**

This document consists of the entire agreement between the parties on the subject matter hereof and it will not be revised or altered except through a further document signed by the parties involved in this agreement.

**12. NOTICES**

It will be sufficient service of all the notices under this agreement if they delivered through certified mail with a return receipt requested, postage prepaid, at the address set out in this agreement.

**13. ASSIGNMENT**

Buyer will not assign this Agreement or its interest in the Equipment without the prior written consent of the Seller.

**14. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of FLORIDA.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

**Seller:**

**Buyer:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_