



Date: January 30, 2017

Customer Name: \_\_\_\_\_

RE: **Checklist for Product Evaluation and Purchase Agreement**  
for the Equipment being acquired through iGage Mapping Corporation.

It is our pleasure to provide these Order Documents for your equipment evaluation and purchase. This document explains our expectations for the evaluation process.

To ensure prompt and accurate processing, please follow the steps below:

- ✓ Please double-check the 'Ship To' and 'Bill To' address listed on the attached Estimate.
- ✓ Insurance Requirements: While you are evaluating the equipment, you are responsible for theft, loss and damage.  
We will email a copy of the Invoice complete with all serial numbers to you when the equipment ships. Consider forwarding a copy to your insurance agent, requesting that the equipment be added to your 'named equipment' policy.  
Typically if you decide to purchase the equipment you will want this coverage to continue after payment; if you finance, continued coverage will be required as a condition of the finance agreement. If you choose to return the equipment to iGage you will want coverage to continue until it is received back at iGage.
- ✓ Payment Option – Your payment option is indicated on the next page. We won't charge your credit card or finish the paperwork on an extended finance agreement until you are satisfied with the equipment.
- ✓ Please have an 'authorized signer with title' sign this document and initial each lower right page corner.
- ✓ Upon completing this document, please fax it to us at +1-801-412-0022 or email a scan to [orders@igage.com](mailto:orders@igage.com) and retain the ink-signed documents. If you have any questions, please contact us at +1-801-412-0011.

We appreciate this opportunity to serve you! Please call us with any questions.

**iGage Mapping Corporation**

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Salt Lake City UT 84105

Voice: +1-801-412-0011

Fax: +1-801-412-0022

email: [orders@igage.com](mailto:orders@igage.com)



## Agreement for Evaluation and Purchase

iGage Estimate Number: 012345 (attached to this agreement)  
Evaluation Period: 7 days from customer's receipt of equipment

### Summary

The equipment detailed in the referenced 'iGage Estimate' will be delivered to the 'Ship to Address' with a 'Commercial Equipment Invoice'. The customer will have 'Evaluation Period' days to evaluate the equipment. If the customer is not satisfied, the equipment will be returned for full refund to iGage using the iGage supplied pre-paid UPS RS (Return Shipping) labels.

If the equipment is returned, there will be no charge to the Customer for shipping and the Invoice will be offset for all returned equipment. If the equipment is declined and returned there will be no charge to the Customer. Customer agrees that this is an evaluation period, not a 'free rental'.

The equipment will be tendered to UPS within one working day of the end of the Evaluation Period.

Because it is difficult to 'unwind' Carlson SurvCE registrations, data collectors will be supplied in 'Demo Mode' or registered to 'iGage Order Desk' for Evaluation and SurvCE license will be activated / transferred after the equipment is accepted.

If the 'Evaluation Period' needs to be extended, iGage will provide a written notice.

**PAYMENT OPTION:** When the customer chooses to keep the equipment, payment will be made by (choose one):

- Company Check Net 30 from receipt of equipment
- iGage 10-24 (10% down, 24 equal monthly payments, \$100 document fee)
- Credit Card charged at the end of evaluation period

### Details

1. **Agreement Definitions:** In this Agreement, the words "I", "me", and "my" mean the Customer ("Customer" whether one or more). The word "iGage" means "iGage Mapping Corporation". "Agreement" means this Agreement.
2. **Additional Provisions:** See the Commercial Invoice for complete Equipment information and serial numbers. Additional terms listed on the Invoice are also binding.
3. **Export Controlled Items:** Please be aware that it is a very serious violation of United States Federal Law to take or deliver GPS/GNSS receivers to CUBA, IRAN, IRAQ, LIBYA, NORTH KOREA, SUDAN and SYRIA unless authorized by a United States Government Export License. It is unlawful to receive or knowingly re-export these commodities for any use involving nuclear, chemical, biological weapons or ballistic missiles.
4. **Security Interest:** I grant iGage a first priority security interest in the Equipment (along with any replacement parts and proceeds) and/or services described herein or in any attachment until the Equipment is returned, paid for or financed.
5. **Taxes, Titling, Licensing:** While the Equipment is under evaluation, I agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or



the Equipment. If iGage pays any of the above for me, I agree to reimburse iGage as shown on the Invoice.

If the Equipment requires registration and/or titling and/or licensing prior to the end of the evaluation period, I agree to register and/or title and/or license it and list iGage as 1st Lienholder. I agree that I will not use the Equipment illegally and I will not sell or otherwise dispose of it. I will keep the Equipment in good repair and pay all taxes (including personal property tax, fines and penalties) due on the Equipment. I will use the Equipment solely for business purposes, and not for personal, family, or household purposes.

6. **Location of Equipment/Inspection:** I will be the owner of the Equipment and will keep the Equipment free and clear of all liens and encumbrances during the evaluation period. iGage may inspect the equipment and/or receive a report from me as to the current location upon request.
7. **Promise to Pay:** I promise to promptly pay the amounts due under this Agreement promptly in the manner specified by 'PAYMENT OPTION', without any set-offs, discounts or markdowns. I will make all payments directly to iGage or their 10-24 finance partners 'Advanced Acceptance'.
8. **Acceptance of Delivery:** I will inspect the Equipment on delivery and contact iGage if anything is not satisfactory.
9. **Non-Cancelable:** This is a non-cancelable agreement and may not be cancelled by me for any reason whatsoever until the equipment is returned to iGage or purchased.
10. **Assignment:** I have no right to sell, transfer, assign or lease the equipment or this agreement.
11. **Property Insurance:** I agree that I am responsible for the equipment after delivery until it is returned to iGage or purchased. I am responsible if it is damaged, stolen or lost and agree to provide named equipment property insurance. I am also assigning to iGage any proceeds as a result of insurance written in connection with this Agreement. The proceeds will be applied to reduce the amount I owe.

I will keep the Equipment fully insured with an insurance company reasonably acceptable to iGage during the term of this Agreement with casualty insurance against loss, damage, theft and other hazards and name iGage as Loss Payee. If iGage fails to receive proof that satisfactory property insurance is in force, iGage may declare me in default and demand immediate return.

12. **Loss or Damage:** I am the owner of the Equipment and responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves me from the payment and equipment return obligations under this Agreement. I agree to promptly notify iGage in writing of any loss or damage and I will then pay to iGage the Invoice total. Any proceeds of insurance will be paid to iGage and credited against the outstanding balance.
13. **Indemnity:** iGage is not responsible for any loss or injuries caused by the installation or use of the Equipment. I agree to hold iGage harmless and reimburse iGage for loss and to defend iGage against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. My indemnity obligation includes any cost, expense or liability iGage incurs including court costs, attorney fees, interest and penalties.
14. **Default and Remedies:** I will be in default under this Agreement for any of the following reasons:
  - (a) failure to make a payment in full when due;
  - (b) failure to comply with any promise or term of the Agreement;



(c) failure to return equipment or complete the equipment purchase after evaluation.

After default, iGage may take possession of the Equipment by either self-help or legal process. iGage may require me to make the Equipment available to iGage or their agents. I will allow iGage to peaceably enter the premises at which the Equipment is located so that iGage can recover it. I agree to pay iGage all the costs and expenses, including, but not limited to, attorney's fees, Equipment repossession costs, Equipment storage costs, costs of refurbishing Equipment and insurance costs, iGage incurs in any enforcement through legal proceedings or otherwise, and in any dispute related to this Agreement or the Equipment. I agree that any delay or failure to enforce iGage's rights under this Agreement will not prevent iGage from enforcing any rights at a later time, and the exercise of any remedy shall not prevent the exercise of any other remedy. It is further agreed that my rights and remedies are governed exclusively by this Agreement.

- 15. **Authorization to Communicate with Third Parties:** I authorize iGage to contact any person to obtain or disclose information about me in connection with making, servicing, and collecting this debt.
- 16. **Venue:** this agreement will be deemed fully executed and performed in the state of Utah upon signing by the customer and will be governed and construed in accordance with Utah law. I expressly consent to jurisdiction and venue (at iGage's sole discretion) of any appropriate court located in the state of Utah and I waive right to trial by jury for any claim arising out of or relating to this agreement or the equipment. I waive right of defense of inconvenient forum. Service of process shall be deemed sufficiently made on me by certified mail, return receipt requested, to my billing address set forth above.
- 17. **Corrections:** I authorize iGage to insert or correct information on this Agreement, the Estimate and the Invoice. If any provision of this Agreement is declared unenforceable, the other provisions shall remain in full force and effect.

For valuable consideration, iGage and I agree to all of the provisions of this Agreement in its entirety. Customer acknowledges receipt of a true, legible copy of this Agreement which was completely filled in prior to Customer's execution. The signer below covenants that he has the authority to sign this Agreement on behalf of the Customer.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
 Printed  
 Name: \_\_\_\_\_ Date: \_\_ / \_\_ / \_\_\_\_

This document becomes binding when accepted by iGage and the Equipment is shipped.