**LightFry Equipment Loan/Demo Agreement**

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| **Recipient Name / Address** | **Recipient Shipping Address** |
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| **HB Primary Contact** | **Product** | **Serial No.** | **Required Return Date** |
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**THIS AGREEMENT** forms the contract between Hydroblend, Inc., d/b/a HB Specialty Foods (“HB”) and the above identified Recipient (“you”) related to the loan of the above identified Product.

1. **Grant of Rights.** Until the Product is returned or purchased by you, HB grants to you a non-transferable, limited and restricted right to use the Product solely at the above Shipping Address. Your right to use the Product is conditioned upon your compliance with the terms set forth herein.
2. **Permitted Use; Responsibility of Use.** The Product is being loaned to you for the sole purpose of demonstration and evaluation. Except as otherwise set forth herein, the Product does not become your property and you may not pledge to loan, sell, encumber, or otherwise part with possession of the Product. You accept full responsibility for the Product, including its use in accordance with any operating instructions or government regulations, and agree to reimburse HB for any damage to the Product. You also assume all risks and liabilities associated with the use, operation, or storage of the Product, including, but not limited to, all risks and liabilities related to or arising from any injuries, death, or damage to property caused by or related to the use or operation of the Product. You may not reverse engineer the Product.
3. **Costs.** All costs associated with the use of the Product, including utilities, maintenance, repair, risk of loss, insurance costs, and shipping fees, will be borne by you.
4. **Automatic Purchase.** Failure to return the Product on or by the Required Return Date(60 Days from receipt), or in its original condition, constitutes and confirms your agreement to purchase the Product at the regular MSRP of the Product. An invoice will be issued accordingly. You agree that this agreement will act as a substitute purchase order from you in the event this automatic purchase provision is triggered.
5. **NO WARRANTY.** THE PRODUCT IS PROVIDED TO YOU “AS IS,” AND HB DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY WITH REGARD TO PERFORMANCE, MERCHANTABILITY, TITLE OR INTEREST, OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability**. To the greatest extent permitted by applicable law, in no event shall HB be liable to you or any third party for any costs or damages, whether direct, indirect, special, consequential, incidental, punitive or exemplary, arising from or associated with your use of the Product. You agree to indemnify, defend, and hold harmless HB from any such actual or threatened claims of loss.

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Printed Name Signed Name Date