

**ACCEPTANCE CERTIFICATE**

**EQUIPMENT FINANCING AGREEMENT – CONTRACT No.** \_\_\_\_\_

<b>CREDITOR: Radiance Capital LLC</b>	<b>DEBTOR:</b> _____
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**ACCEPTANCE CERTIFICATE**

This has reference to the Equipment Financing Agreement dated \_\_\_\_\_ (“Agreement”) between Radiance Capital LLC as Creditor, and the undersigned, as Debtor. The terms used herein, which are defined in the Agreement, shall have the same meanings as are provided therefore in the Agreement.

Debtor hereby represents, warrants and confirms to Creditor that the Equipment described below has been duly delivered to Debtor at the premises referred to in the Agreement and that Debtor has duly inspected the Equipment and that Debtor hereby accepts the Equipment for all purposes of the Agreement as being in accordance with specifications, properly installed and/or assembled, in good working order, repair and appearance and without defect or inherent vice in condition, design, operation, or fitness for use, whether or not discoverable by Debtor as of the date, provided, however, that nothing contained herein or in the Agreement shall in any way diminish or otherwise affect any right Debtor or Creditor may have with respect to the Equipment against the seller or any manufacturer of the Equipment or any part thereof.

CREDITOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE EQUIPMENT; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE DEBTOR OF THE OBLIGATION TO PAY RENT OR OF ANY OBLIGATION UNDER THIS AGREEMENT. THE DEBTOR ALSO ACKNOWLEDGES THAT THE CREDITOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT.

CREDITOR HEREBY AFFIRMS AND AGREES THAT THEY ARE IN RECIEPT OF A COPY OF ALL MANUFACTURER AND/OR MERCHANT WARRANTIES.

CREDITOR SHALL HAVE NO LIABILITY TO DEBTOR OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALY OR CONSEQUENTIALLY BY THE EQUIPMENT OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE EQUIPMENT OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM CREDITOR’S OR DEBTOR’S NEGLIGENCE OR OTHERWISE, BY THE USE OR MAINTENANCE THEREOF, OR FOR REPAIR, SERVICING OR ADJUSTMENT THERETO, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER, AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS AGREEMENT, DEBTOR SHALL INDEMNITY AND HOLD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY THE CREDITOR, DEBTOR OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). FURTHER, DEBTOR UNDERSTANDS AND AGREES THAT THERE SHALL BE NO ABATEMENT OF RENT DURING ANY PERIOD OF BREAKDOWN OR NONUSE OF THE EQUIPMENT.

**DESCRIPTION OF EQUIPMENT:**

As identified on SCHEDULE “A”, Collateral Description and /or COLLATERAL DESCRIPTION EXHIBIT and /or as identified and/or described on SUPPLIER INVOICES

**DEBTOR:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**By:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**By:** \_\_\_\_\_

**SPECIAL PRE-DELIVERY ACCEPTANCE**

By signing below, the Debtor hereby acknowledges and agrees that the Creditor is making advance payment to the vendor or seller on the equipment described above. The Debtor further acknowledges and agrees that by doing this the Debtor is accepting delivery of the equipment in advance of it being shipped. The Debtor is fully responsible for all terms and conditions of this Agreement.

**DATED:** \_\_\_\_\_

**By:** \_\_\_\_\_