

Purchase Order/Procurement Contract

Purchase Order/Contract No: _____

This agreement is between:

Buyer: _____ and

Seller: LatchTool Group, LLC
 14760 Cherry Hills Place
 Colorado Springs, CO 80921
 719-488-8800

Whereas Buyer buys and Seller sells the [Evaluation PowerCylinder™](#) and any ancillary items for the expressed purpose of evaluating the possible uses of said item(s) in products to be developed by or for them according to the following terms and conditions:

Products:

Item No.	Quantity	Description & Unit Price	Extended Price
See current price list			Total

Payment is due in full at time of order. Seller will make all reasonable effort to ship product in the order in which paid orders are received. Seller will notify buyer electronically upon receipt of order within 10 days of receipt of order of expected shipping times.

Disclaimer:

The Evaluation PowerCylinder is a pre-manufacturing prototype to be used solely for evaluation purposes and at the Buyer's risk. For purposes of this disclaimer, the Evaluation PowerCylinder is defined to include, but is not limited to the actual PowerCylinder, drive mechanisms, component parts either attached or sold separately. ***LatchTool Group, LLC, disclaims all warranties, either expressed or implied, with respect to the Prototype, including warranties of merchantability and fitness for any particular purpose, and the Prototype is supplied "as is." In no event shall LatchTool Group, LLC, be liable for loss of use, data, or other direct, special, incidental, or consequential damages arising out of, or in connection with the use or performance of the Prototype. Buyer shall have the sole responsibility for adequate protection of its employees and property used in connection with the Prototype.***

Continued...

Initials:

Buyer _____

Seller _____

Intellectual Property Rights:

Buyer disavows any claim or interest in or to the patented (US6,341,621; US6,035,634; US5,836,400; and patents pending) and proprietary technology and know-how embodied in the *PowerCylinder™* Pre-Production Prototype(s), and rights to any improvements or the potential application of said technology in any commercial or product endeavor is granted back to Seller. No right, license, or interest is granted Buyer. LatchTool Group LLC retains all intellectual property rights. Upon purchase, Buyer is granted a single-use Experimental License to investigate any and all uses of the *PowerCylinder™* for the Buyer's own purposes, at its own risk. Resale of Evaluation *PowerCylinder™* Pre-Production Prototypes is prohibited.

Notices:

Buyer and Seller will develop a mutually acceptable electronic protocol for exchanging and acknowledging notices to each other. Until such protocol is developed, notices will be exchanged and acknowledged by e-mails between the signatories of this Agreement. The US Mail or other postal services such as UPS or FedEx supplement, but do not supplant electronic exchange as the preferred means.

Jurisdiction:

This agreement is to be interpreted by the laws of the State of Colorado.

Electronic Signatures:

The preferred method of effectuating this document is to complete all the required information in this Adobe Acrobat 6.0 form and then signing and return it electronically. Adobe Reader and Adobe Acrobat 6.0 allows for certifying and then signing the document. The completed document should be forwarded to sales@latchtool.com along with the signer's Digital ID. Adobe Reader and Acrobat have complete instructions on the Internet and sources for obtaining a Digital ID.

Acknowledged & Agreed:

For Buyer:

Name: _____

Title: _____

E-mail: _____

Date: _____

For Seller:

LatchTool Group, LLC

Name: _____

Title: _____

E-mail: _____

Date: _____

Initials:

Buyer _____

Seller _____