



Telfusion Inc.
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BILL OF SALE

(hereinafter, "Seller"), in consideration of the amount of U.S. Dollars (\$) paid by Telfusion, Inc., Morrisville, NC (hereinafter, "Buyer"), receipt of which amount is acknowledged by Seller, hereby sells, transfers, and delivers to Buyer the equipment and other merchandise described below (hereinafter, "Equipment").

DESCRIPTION OF EQUIPMENT

(describe contents, part numbers, condition, quantities, price, and warranty)

Buyer's purchase of the Equipment described above is in reliance of, and contingent upon: Seller's warranty that the Equipment is conveyed with clear title and free of all encumbrances and that Seller is legally entitled to sell the Equipment; Buyer's knowledge, personal inspection, and acceptance of the Equipment upon receipt; Seller's warranty of the Equipment's quality, content, condition, merchantability, and fitness for a particular purpose; Seller's warranty that no part of the Equipment conveyed is comprised of counterfeit goods or goods bearing a false designation of origin; and that Seller's sale of the Equipment does not infringe any U.S. or foreign patent, trademark, copyright, trade secret, or other intellectual property rights of any third party.

Buyer's purchase of the Equipment described above is further conditioned upon Seller's compliance with Buyer's Terms and Conditions of Purchase.

IN WITNESS WHEREOF, Buyer and Seller have executed this Bill of Sale this _____ day of _____, _____.

BUYER: Telfusion, Inc.

By: _____

Chad E. Bowers

Title: President

SELLER:

By: _____

Printed Name:

Title: