

**RELEASE AND INDEMNITY AGREEMENT**  
**FOR THE FOLLOWING EQUIPMENT :**

**UNIT NAME :** \_\_\_\_\_  
**UNIT # :** \_\_\_\_\_  
**ASSET DESCRIPTION :** \_\_\_\_\_  
**ASSET # :** \_\_\_\_\_  
**PURCHASE PRICE (USD) :** \_\_\_\_\_

WHEREAS, CROP PRODUCTION SERVICES (“CPS”) has agreed to sell the above-listed equipment (“Equipment”) to the undersigned (“PURCHASER”), on a basis whereby the Equipment comes with **NO WARRANTY**, and the PURCHASER is accepting **ALL RISKS** relating to the ownership and use of the Equipment following the sale, **IT IS HEREBY** mutually agreed between CPS and PURCHASER as follows:

1. PURCHASER acknowledges that it has had an adequate opportunity to inspect the Equipment prior to the purchase thereof, and is fully satisfied with the condition of the Equipment and its suitability for the purpose for which PURCHASER intends to use it.

2. PURCHASER purchases and accepts the Equipment in its “AS IS, WHERE IS” condition and “WITH ALL FAULTS.”

3. PURCHASER further understands and agrees that **NEITHER CPS NOR PURPLE WAVE, INC. MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT WHETHER STATUTORY, COMMON LAW, WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE)**. PURCHASER agrees that any oral statements or representations or any written descriptions and specifications made or delivered by CPS, Purple Wave, Inc. or their employees or agents, with regard to said Equipment do not constitute warranties and have not been relied on by PURCHASER and are not to be construed as a part of this Agreement. Specifically, without limiting the generality of the foregoing, CPS and Purple Wave, Inc. make no representations or warranties concerning (1) the condition, safety or fitness of the Equipment for any particular purpose, or (2) the cleanliness of the Equipment including the absence of any contamination on or within said Equipment, or (3) that the Equipment will protect against any environmental, safety, or health injury or incident in the future.

4. PURCHASER assumes the risk for and agrees to release, protect, indemnify, defend and hold harmless CPS and Purple Wave, Inc., their successors and assigns, from and against any and all Claims (defined to include loss, liability, cost, expenses, damages, claims, suits and judgments including, without limitation, foreseeable and unforeseeable consequential damages, reasonable attorneys’ and consultants’ fees) arising from or related in any way to the Equipment, including, without limitation PURCHASER’S purchase, ownership, use, operation, maintenance, storage, movement, handling or re-sale of the Equipment, even if such Claims are caused by the negligence or other fault of CPS or Purple Wave, Inc., and regardless of whether the incident(s) forming the basis for such Claims involve (a) personal injury (including death at any time resulting there from), (b) a defect in the Equipment, (c) loss of or damage to the Equipment and/or other property, (d) contamination or pollution on, under, or adjacent to any property, (e) fines or penalties whether civil or criminal in nature, and/or (e) other kinds of events not specifically listed above.

5. PURCHASER expressly disclaims, relinquishes, and waives any and all express and implied rights it might have under this contract, under any federal, state, or local laws, and/or under common law, to seek or obtain contribution or indemnification from CPS or Purple Wave,

Inc. on grounds that negligence or other fault of CPS or Purple Wave, Inc. somehow contributed to any liabilities that may be imposed upon PURCHASER as a result or by reason of (a) any condition of the Equipment when purchased, or (b) PURCHASER'S purchase, ownership, use, operation, maintenance, storage, movement, handling or resale of the Equipment. This waiver expressly includes, without limitation, any express or implied rights that PURCHASER might have to seek contribution or indemnification under the Federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or any other federal or state laws pertaining to the investigation, clean up or remediation of any hazardous conditions or releases of any hazardous substances.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CROP PRODUCTION SERVICES, INC.

Signed \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

PURCHASER'S FULL NAME:

\_\_\_\_\_

Signed \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_