

Mkalles T: +961 1 682 000 ext. 1415
 F: +961 1 682 986

Nahr T: +961 1 595 615 ext. 1788
 F: +961 1 595 616

VAT # 4549-601

41786

UPS SERVICE AGREEMENT
MPS Agreement No.
Invoice To: (Buyer)
 MIC 2 SAL

 Name: Downtown behind Azariah bldg

 Contact: 01566111

Address: _____

 Telephone: TIN No: 291711

Buyer undertakes to purchase and Mideast Power Systems (MPS) undertakes to provide maintenance services for the equipment listed below, at the specified installation location, in accordance with the terms and conditions defined on the reverse side hereof.

Product	Rating (KVA)	Location	Serial Number	Start date	End date	Coverage					Yearly Price	Amount US\$
						PV	SP	CM	4H	24H		
EDX10KH	10	ADLIEH	34850010	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	600.00	302.00
EDX30K4E	30	ADLIEH	49420002	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,400.00	704.00
EDX30K4EB	30	ADLIEH	04450001	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,400.00	704.00
9E10Ki	10	BAALBACK	G426G39012	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	600.00	302.00
S31/10KVA/10.	10	Bir Hassan/A	2158046G9	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	600.00	302.00
COMET3020	20	BIR HASSAN/B	1K0K11005	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200.00	603.00
S31/10KVA/10.	10	CHTAURA SC/1	212A4600V	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	600.00	302.00
S11/10KVA/10.	10	JDEIDEH/2	205540315	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	600.00	302.00
S31/20KVA/0.	20	Jdeideh/3	219911365	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200.00	603.00
COMET3020/1	20	Jdeideh/4	1K0K10003	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200.00	603.00
COMETS31/20	20	JDEIDEH/A	219447006	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200.00	603.00
COMET3020	20	JDEIDEH/B	1K0K11007	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200.00	603.00
G35TF20KB23I	20	JDEIDEH	PS1126331188	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200.00	603.00
G35T20K3I2B2	20	JDEIDEH	PS1051140098	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200.00	603.00
GALAXY5000/6	60	JUSTICE/IN1	1P5K11002	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2,300.00	1,156.00
GALAXY5000/6	60	JUSTICE/IN2	1P5K11001	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2,300.00	1,156.00
S31/10KVA/10.	10	SAIDA SC/1	212B2400W	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	600.00	302.00
G35TF20KB23I	20	SAIDA	PS1051141707	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200.00	603.00
G35TF20KB23I	20	SAIDA	PS1126331189	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200.00	603.00
S31/10KVA/10.	10	Sour SC / 1	212B0600J	01-Jul-26	31-Dec-26	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	600.00	302.00

Batteries and capacitors are excluded.
Principal Period of Maintenance (PPM) 8:00 A.M. 5:00 P.M. (Excluding Legal Holidays & Weekends)

Buyer acknowledges that he has read this agreement, including the terms and conditions on the reverse side, understood its content and agreed to be bound thereby.

BUYER
By:
Name _____

Title _____

Date _____

MIDEAST POWER SYSTEMS
By:
Name _____

Title _____

Date _____

Nathalie Kanaan 71 311784


 Sales Consultant

An ITG company

Hotline numbers: Eaton +961 71 636 637, APC Schneider +961 71 696 697, Vertiv +961 76 421 648

*** Unable to reach us? Want to file a complaint? Call ITG Hotline (24/7): +961 4 727 460 ***

UPS SERVICE AGREEMENT

1. Scope of agreement.

MPS hereby undertakes to provide maintenance services to the Buyer's equipment, which are listed and determined on the reverse side of the present agreement. Therefore, MPS undertakes to maintain the said equipment in good condition and to be responsive to the maintenance needs of the Buyer. Maintenance shall be provided according to the terms and conditions stated hereunder.

2. Equipment covered by the Maintenance agreement.

2.1 The equipment covered under the present agreement is the equipment specifically located at the "Location" as shown on the reverse side of the present agreement and listed and determined on the reverse side of the agreement i.e. Product, Rating, Location, Start date, End date, etc....

2.2 Any other equipment may be included in the present agreement with MPS' prior inspection and approval and the present maintenance agreement shall be extended respectively. The Buyer undertakes to pay the then prevailing non-contract service rates for such inspection and for all parts and labor required to place the equipment in good operating condition prior to its inclusion under this agreement.

3. Maintenance coverage period.

3.1 MPS undertakes to provide and execute its maintenance services during its working days and normal working hours i.e. from 8:00 A.M. to 5:00 P.M. as defined on the reverse side of the agreement as the Principal Period of Maintenance. It is understood that the maintenance services may not be provided to the Buyer's equipment during official holidays and days off.

3.2 The coverage period of maintenance may be extended by mutual consent of the parties to twenty-four hours as shown on the reverse side of the present agreement under the item "Coverage" i.e.: 24 Hours and against special fees.

4. Term of agreement.

4.1 The present agreement shall produce its legal effect upon signature, which shall not be withheld for more than 15 days after the reception by the Buyer of the present agreement. Silence of the Buyer shall be interpreted as an acceptance of the contract, which shall then be deemed to be accepted by the Buyer and shall produce its legal effect.

4.2 The initial term of this agreement is as set forth on the reverse side hereof under the items Start Date and End Date; and is automatically and indefinitely renewed unless either party expresses the contrary by sending to the other party a written notice sixty days before the expiration of the initial or renewed term.

5. MPS responsibilities.

a) Provide Corrective Maintenance when notified that the equipment is inoperative and if specified on the reverse side of the present agreement under item Coverage i.e.: CM.

b) Provide Preventive Maintenance at a frequency specified by MPS on the reverse side of the present agreement under item Coverage, i.e.: PV, and based on MPS standard policy at times agreeable to both parties. Preventive Maintenance may be performed concurrently with Corrective Maintenance.

c) Provide all labor, parts and equipment modifications MPS deems necessary for maintaining the equipment in good operating condition.

d) The Spare Parts Coverage shall be included in the present maintenance agreement at no extra charges if specified on the reverse side under item Coverage, i.e.: SP. All parts will be furnished on an exchange basis and will be standard parts or parts of equal quality. All parts removed for replacement become the property of MPS. If the Spare Parts are not covered under the present agreement, they shall be charged at the then prevailing non-contract services rate.

e) MPS is committed to a four hours response time provided that the Buyer's call is received by MPS during its normal working hours and if this condition is specified on the reverse side of the present agreement under item Coverage i.e.: 4H.

f) MPS will not be held responsible for failure to provide services occasioned by circumstances beyond their reasonable control (Force Majeure).

6. Charges.

a) MPS shall invoice its services related to the present agreement in advance on a yearly basis and Buyer undertakes to pay them immediately upon receipt of invoice or according to the terms shown on the reverse side under item Terms of Payment.

b) Charges incurred by MPS for services provided to the equipment outside the scope of the present agreement shall be charged at the then prevailing MPS non-contract services rates and Buyer undertakes to pay them immediately upon receipt of invoice.

c) The charges set forth in this agreement are subject to change by MPS at any time following the expiration of the Initial Term or twelve months after the signature of the present agreement whichever come first, upon thirty days prior written notice.

d) Failure of Buyer to pay any charges incurred by MPS and/or any sum when due, shall entitle MPS to terminate immediately and without further notice the present agreement. Further to the said termination, any unpaid balance, sum and/or charges shall become immediately due and Buyer undertakes to pay them as a penalty clause. In addition, Buyer undertakes to pay all costs involved in collecting overdue accounts including reasonable attorney's fees.

7. Obligations of the Buyer.

In addition to his obligation stated in Article 6 here above, Buyer undertakes to:

a) Use properly the equipment object of the present agreement, and not to alter it, dismantle it, modify it or connect it to any other equipment without MPS' prior approval.

b) Take MPS's approval before connecting the equipment covered by the present agreement to any other equipment, which has not been supplied by MPS.

c) Provide at no charge to MPS full and free access to the equipment, working space, adequate facilities within a reasonable distance from the equipment and use of any machines, attachments, features or other equipment necessary to provide the specified maintenance services.

d) Not to move the equipment to another installation location without MPS prior approval. Indeed, equipment covered by the present agreement and moved to another location without obtaining MPS approval shall not be covered hereunder. In case of relocation of the equipment, Buyer undertakes to give MPS at least thirty days written notice prior to such relocation and MPS reserves the right to supervise the dismantling, packing and unpacking of the equipment and to inspect and reinstall the equipment at the new installation location. The Buyer shall be charged for such work performed by MPS at the then prevailing MPS non-contract service rates.

8. Exclusions.

a) Buyer acknowledges that MPS' obligation under the present agreement is contingent upon the proper use of all the equipment. Buyer also acknowledges that MPS' services does not cover equipment which has been modified without MPS approval or which has been subject to unusual physical or electrical stress. MPS may at its own discretion decide whether to provide its maintenance services or not in the following cases:

1- If adjustment, repair or parts replacement is required because of accident, neglect, misuse, transportation or causes other than normal use.

2- If the equipment is maintained, repaired or modified or if attempt is made to maintain, repair or modify the equipment by other than MPS personnel, without the prior approval of MPS.

3- If the equipment is either removed from its initial installation location or is reinstalled without the prior written notification and approval of MPS.

4- If the repair of the equipment, in MPS' reasonable opinion, is beyond the scope of the maintenance agreement.

5- If the repair of damage is attributable to external causes of Force Majeure or war risks (including but not limited to mechanical damage).

6- If load is added without MPS' prior written approval.

7- Repair of damage or increase in service time resulting from failure to provide a suitable installation or from use of supplies or materials not meeting specifications for such installation.

8- If the equipment is used for purposes other than for which it is designated for.

9- If electrical installation is modified without the prior written approval of MPS.

If maintenance services are required as a result of the causes stated above and if MPS decides to provide such maintenance or repair, MPS shall charge the Buyer at the then prevailing MPS non-contract service rates. In case of repetition of the same, MPS may withdraw the equipment from the present agreement upon written notice to the Buyer.

b) The present agreement does not include and MPS shall not cover:

1- All consumable parts (as but not limited to batteries & capacitors).

2- Paint or refinishing the equipment.

3- Electrical work external to the equipment or maintenance of accessories, alternations, attachments or other devices not furnished by MPS.

9. Limitation of liability.

MPS shall not be liable for any special, indirect or consequential loss or damage of any kind whatsoever and however caused, including loss of data,...

10. Obligation upon expiration or termination of the present agreement.

Termination or expiration of the present agreement shall not relieve the Buyer from paying any sum, which is due according to the stipulation of the terms and conditions hereof.

11. Enforcement.

The present agreement is enforceable according to the dispositions of article 847 of the Code of Civil Procedure.

12. Termination.

Notwithstanding the dispositions of article 6 here above, and if either party fails to perform any of its obligations as set forth in the present agreement, or if either party is bankrupt or have his business transferred to the benefit of its creditors; and if such conditions are not remedied within twenty days after written notice the other party shall have the right to terminate this agreement.

13. Amendments and Prevalence.

The present agreement supersedes all other agreements, letters and understandings between the parties.

The present agreement contains the entire agreement between the parties and no modification, addition, or waiver of any of the terms and conditions hereof shall be effective unless approved in writing by both parties.

14. Assignment.

Neither party shall assign this agreement in whole or in part without the prior written approval of the other party.

15. Disclaimer.

Except as specified herein, MPS disclaims all warranties, express or implied with regard to the services and materials provided hereunder, including all warranties of merchantability and fitness for intended use arising out of or in connection with the performance of this Agreement.

Read and approved

The Buyer

Signature: _____

Date: _____

Mkalles T: +961 1 682 000 ext. 1415
 F: +961 1 682 986

 Nahr T: +961 1 595 615 ext. 1788
 F: +961 1 595 616

VAT # 4549-601

41786

UPS SERVICE AGREEMENT
MPS Agreement No.
Invoice To: (Buyer)
MIC 2 SAL

 Name: Downtown behind Azarieh bldg

 Contact: 01566111

Address: _____

 Telephone: TIN No: 291711

Buyer undertakes to purchase and Mideast Power Systems (MPS) undertakes to provide maintenance services for the equipment listed below, at the specified installation location, in accordance with the terms and conditions defined on the reverse side hereof.

Product	Rating (KVA)	Location	Serial Number	Start date	End date	Coverage					Yearly Price	Amount US\$
						PV	SP	CM	4H	24H		
# 20												
TOTAL CHARGES BEFORE VAT USD											11,261.00	
VAT											1,238.71	
TOTAL CHARGES AFTER VAT											12,499.71	

PV = Number of Preventive Maintenance visits, SP = Spares Parts coverage .
 CM = Corrective Maintenance, 4H = 4 hours response time + after hours, 24H = 24H/24H availability.

Notes: Terms of payment: 4 days

All payments shall be made in US Dollars.

In case payments are made in Cash Lebanese Pounds, such payments shall be made according to the highest exchange rate for the Lebanese Pound against the U.S. Dollar, as applicable by the current market rate on the date of payment.

NB: The mentioned due VAT has been calculated at the current BDL Official rate (the "Initial Rate"). However, the due VAT should be paid by the client exactly in the same way and same amount as the Company pays it to the Lebanese authorities currently or following the latter's increase or change of the Initial Rate (the "Modified Rate").

Should the Lebanese Authorities reject, challenge, amend or modify in a way or another the above Initial Rate or the total VAT sum due on invoices related to this agreement, the Client shall additionally pay to the Company, despite its previous payment of the VAT at the Initial Rate, the difference between the Modified Rate and the Initial Rate upon the Company's first demand.

Batteries and capacitors are excluded.
Principal Period of Maintenance (PPM) 8:00 A.M. 5:00 P.M. (Excluding Legal Holidays & Weekends)

Buyer acknowledges that he has read this agreement, including the terms and conditions on the reverse side, understood its content and agreed to be bound thereby.

BUYER
By:
Name _____

Title _____

Date _____

MIDEAST POWER SYSTEMS
By:
Name _____

Title _____

Date _____



 Nathalie Kanaan 74 591 1788
 SAL
 Sales Consultant

UPS SERVICE AGREEMENT

1. Scope of agreement.

MPS hereby undertakes to provide maintenance services to the Buyer's equipment, which are listed and determined on the reverse side of the present agreement. Therefore, MPS undertakes to maintain the said equipment in good condition and to be responsive to the maintenance needs of the Buyer. Maintenance shall be provided according to the terms and conditions stated hereunder.

2. Equipment covered by the Maintenance agreement.

2.1 The equipment covered under the present agreement is the equipment specifically located at the "Location" as shown on the reverse side of the present agreement and listed and determined on the reverse side of the agreement i.e. Product, Rating, Location, Start date, End date, etc....

2.2 Any other equipment may be included in the present agreement with MPS' prior inspection and approval and the present maintenance agreement shall be extended respectively. The Buyer undertakes to pay the then prevailing non-contract service rates for such inspection and for all parts and labor required to place the equipment in good operating condition prior to its inclusion under this agreement.

3. Maintenance coverage period.

3.1 MPS undertakes to provide and execute its maintenance services during its working days and normal working hours i.e. from 8:00 A.M. to 5:00 P.M. as defined on the reverse side of the agreement as the Principal Period of Maintenance. It is understood that the maintenance services may not be provided to the Buyer's equipment during official holidays and days off.

3.2 The coverage period of maintenance may be extended by mutual consent of the parties to twenty-four hours as shown on the reverse side of the present agreement under the item "Coverage" i.e.: 24 Hours and against special fees.

4. Term of agreement.

4.1 The present agreement shall produce its legal effect upon signature, which shall not be withheld for more than 15 days after the reception by the Buyer of the present agreement. Silence of the Buyer shall be interpreted as an acceptance of the contract, which shall then be deemed to be accepted by the Buyer and shall produce its legal effect.

4.2 The initial term of this agreement is as set forth on the reverse side hereof under the items Start Date and End Date; and is automatically and indefinitely renewed unless either party expresses the contrary by sending to the other party a written notice sixty days before the expiration of the initial or renewed term.

5. MPS responsibilities.

- a) Provide Corrective Maintenance when notified that the equipment is inoperative and if specified on the reverse side of the present agreement under item Coverage i.e.: CM.
b) Provide Preventive Maintenance at a frequency specified by MPS on the reverse side of the present agreement under item Coverage, i.e.: PV, and based on MPS standard policy at times agreeable to both parties. Preventive Maintenance may be performed concurrently with Corrective Maintenance.
c) Provide all labor, parts and equipment modifications MPS deems necessary for maintaining the equipment in good operating condition.
d) The Spare Parts Coverage shall be included in the present maintenance agreement at no extra charges if specified on the reverse side under item Coverage, i.e.: SP. All parts will be furnished on an exchange basis and will be standard parts or parts of equal quality. All parts removed for replacement become the property of MPS. If the Spare Parts are not covered under the present agreement, they shall be charged at the then prevailing non-contract services rate.
e) MPS is committed to a four hours response time provided that the Buyer's call is received by MPS during its normal working hours and if this condition is specified on the reverse side of the present agreement under item Coverage i.e.: 4H.
f) MPS will not be held responsible for failure to provide services occasioned by circumstances beyond their reasonable control (Force Majeure).

6. Charges.

- a) MPS shall invoice its services related to the present agreement in advance on a yearly basis and Buyer undertakes to pay them immediately upon receipt of invoice or according to the terms shown on the reverse side under item Terms of Payment.
b) Charges incurred by MPS for services provided to the equipment outside the scope of the present agreement shall be charged at the then prevailing MPS non-contract services rates and Buyer undertakes to pay them immediately upon receipt of invoice.
c) The charges set forth in this agreement are subject to change by MPS at any time following the expiration of the Initial Term or twelve months after the signature of the present agreement whichever come first, upon thirty days prior written notice.
d) Failure of Buyer to pay any charges incurred by MPS and/or any sum when due, shall entitle MPS to terminate immediately and without further notice the present agreement. Further to the said termination, any unpaid balance, sum and/or charges shall become immediately due and Buyer undertakes to pay them as a penalty clause. In addition, Buyer undertakes to pay all costs involved in collecting overdue accounts including reasonable attorney's fees.

7. Obligations of the Buyer.

- In addition to his obligation stated in Article 6 here above, Buyer undertakes to:
a) Use properly the equipment object of the present agreement, and not to alter it, dismantle it, modify it or connect it to any other equipment without MPS' prior approval.
b) Take MPS's approval before connecting the equipment covered by the present agreement to any other equipment, which has not been supplied by MPS.
c) Provide at no charge to MPS full and free access to the equipment; working space, adequate facilities within a reasonable distance from the equipment and use of any machines, attachments, features or other equipment necessary to provide the specified maintenance services.

d) Not to move the equipment to another installation location without MPS prior approval. Indeed, equipment covered by the present agreement and moved to another location without obtaining MPS approval shall not be covered hereunder. In case of relocation of the equipment, Buyer undertakes to give MPS at least thirty days written notice prior to such relocation and MPS reserves the right to supervise the dismantling, packing and unpacking of the equipment and to inspect and reinstall the equipment at the new installation location. The Buyer shall be charged for such work performed by MPS at the then prevailing MPS non-contract service rates.

8. Exclusions.

- a) Buyer acknowledges that MPS' obligation under the present agreement is contingent upon the proper use of all the equipment. Buyer also acknowledges that MPS' services does not cover equipment which has been modified without MPS approval or which has been subject to unusual physical or electrical stress. MPS may at its own discretion decide whether to provide its maintenance services or not in the following cases:
1- If adjustment, repair or parts replacement is required because of accident, neglect, misuse, transportation or causes other than normal use.
2- If the equipment is maintained, repaired or modified or if attempt is made to maintain, repair or modify the equipment by other than MPS personnel, without the prior approval of MPS.
3- If the equipment is either removed from its initial installation location or is reinstalled without the prior written notification and approval of MPS.
4- If the repair of the equipment, in MPS' reasonable opinion, is beyond the scope of the maintenance agreement.
5- If the repair of damage is attributable to external causes of Force Majeure or war risks (including but not limited to mechanical damage).
6- If load is added without MPS' prior written approval.
7- Repair of damage or increase in service time resulting from failure to provide a suitable installation or from use of supplies or materials not meeting specifications for such installation.
8- If the equipment is used for purposes other than for which it is designated for.
9- If electrical installation is modified without the prior written approval of MPS.
If maintenance services are required as a result of the causes stated above and if MPS decides to provide such maintenance or repair, MPS shall charge the Buyer at the then prevailing MPS non-contract service rates. In case of repetition of the same, MPS may withdraw the equipment from the present agreement upon written notice to the Buyer.
b) The present agreement does not include and MPS shall not cover:
1- All consumable parts (as but not limited to batteries & capacitors).
2- Paint or refinishing the equipment.
3- Electrical work external to the equipment or maintenance of accessories, alternations, attachments or other devices not furnished by MPS.

9. Limitation of liability.

MPS shall not be liable for any special, indirect or consequential loss or damage of any kind whatsoever and however caused, including loss of data,...

10. Obligation upon expiration or termination of the present agreement.

Termination or expiration of the present agreement shall not relieve the Buyer from paying any sum, which is due according to the stipulation of the terms and conditions hereof.

11. Enforcement.

The present agreement is enforceable according to the dispositions of article 847 of the Code of Civil Procedure.

12. Termination.

Notwithstanding the dispositions of article 6 here above, and if either party fails to perform any of its obligations as set forth in the present agreement, or if either party is bankrupt or have his business transferred to the benefit of its creditors; and if such conditions are not remedied within twenty days after written notice the other party shall have the right to terminate this agreement.

13. Amendments and Prevalence.

The present agreement supersedes all other agreements, letters and understandings between the parties. The present agreement contains the entire agreement between the parties and no modification, addition, or waiver of any of the terms and conditions hereof shall be effective unless approved in writing by both parties.

14. Assignment.

Neither party shall assign this agreement in whole or in part without the prior written approval of the other party.

15. Disclaimer.

Except as specified herein, MPS disclaims all warranties, express or implied with regard to the services and materials provided hereunder, including all warranties of merchantability and fitness for intended use arising out of or in connection with the performance of this Agreement.

Read and approved

The Buyer

Signature: _____

Date: _____