



## VENDING EQUIPMENT BILL OF SALE

Company Name \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Asset #: \_\_\_\_\_

**1. SALE OF VENDING EQUIPMENT:** For \$477.00 (\$450 + 6% sales tax unless exempt) Enterprise Vending Group ("**Seller**") sells to the undersigned ("**Buyer**") the vending equipment identified by the asset number set forth above ("**Vending Equipment**").

**2. REPRESENTATIONS:** Seller warrants that it purchased the equipment from Coca-Cola Refreshments USA, Inc. and is the lawful owner of the Vending Equipment and that it has good title to the Vending Equipment free and clear of all claims by third parties.

**3. WARRANTIES:** The vending equipment is sold "AS IS, WHERE IS" with no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. However, during the first thirty (30) days from the date set forth above, Seller agrees to repair any customary and reasonable service issues that may transpire. Should Seller be unable to repair the issue then Buyer shall receive a full refund if Seller cannot provide other equipment acceptable to Buyer.

**4. RISK-FREE REFUND POLICY:** Buyer may cancel this agreement within ninety (90) days of the date set forth above, and Seller shall remit to Buyer all funds paid as long as the equipment is in the same, or similar, condition at the time of the sale. To avoid any confusion, if the equipment is vandalized during the ninety (90) day period this refund opportunity shall no longer apply.

**5. CARE, CUSTODY, SERVICE, CONTROL, USE AND DISPOSAL:** As of the date set forth above, Buyer will be solely responsible for the care, custody, service, control, use and disposal of the Vending Equipment. Buyer will do so in compliance with all applicable laws. Buyer waives, and agrees to defend and indemnify Seller, The Coca-Cola Company, Coca-Cola Refreshments USA, Inc., and their affiliated companies against, any claims arising out of or resulting from the care, custody, service, control, use or disposal of the vending equipment or any breach of Buyers obligations herein. After the date set forth above, any future service issues are specifically not the responsibility of Coca-Cola Refreshments USA, Inc.

**6. RESTRICTIONS ON USE:** Buyer will vend Coca-Cola Company products and will not use the Vending Equipment in any manner that reflects badly upon Seller, The Coca-Cola Company, Coca-Cola Refreshments USA, Inc., its trademarks or products.

**7. NOTIFICATION PRIOR TO DISPOSAL:** Buyer will contact Seller at 800-807-9785 before disposing of the Vending Equipment to allow Seller the opportunity, at no cost to Buyer, to properly remove and dispose of the Vending Equipment.

**8. TRANSFERS:** Buyer will require all parties to whom ownership or control of the Vending Equipment is transferred to comply with Buyer's obligations hereunder.

**9. MISCELLANEOUS:** This constitutes the entire agreement between the parties and may be amended only in writing signed by both parties. The undersigned acknowledges that he or she has the authority to sign on behalf of Buyer and has read, understood and agrees to the terms of this Bill of Sale.

**Buyer attests they have removed, or blacked-out, the Coca-Cola service sticker**

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

**COMPANY NAME:** \_\_\_\_\_

**SELLER NAME:** Enterprise Vending Group

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Meghan Vilela

Title: \_\_\_\_\_

Title: Operations Manager

**PLEASE SIGN AND RETURN WITH YOUR CHECK TO ENTERPRISE VENDING GROUP**

**3865 HOLCOMB BRIDGE ROAD NORCROSS, GA 30092**