



Kronos Foods, Inc.
One Kronos Drive
Glendale Heights, IL 60139

EQUIPMENT LOAN AGREEMENT

This Agreement dated _____, between KRONOS FOODS, CORP. 1 Kronos Drive, Glendale Heights, Illinois (hereinafter referred to as KPI), and

BUSINESS NAME (CUSTOMER): _____ PHONE #: _____

ADDRESS: _____ CITY: _____, STATE: _____, ZIP: _____

BUSINESS CONTACT: _____ TITLE: _____

DISTRIBUTOR: _____ THIS MACHINE IS PROPERTY OF KRONOS FOODS, CORP CONTACT INITIALS _____

KPI hereby agrees to loan to CUSTOMER and CUSTOMER hereby agrees to borrow from KPI equipment and/or machinery described below, (hereinafter referred to as PROPERTY), under the terms and conditions listed below:

MODEL: NATURAL GAS PROPANE 220V ELECTRIC

please circle model being requested

(Complete with one Knife, Skewer, Meat Shovel and Drip Pan.)

Form box containing SERIAL #: _____ and VALUE: \$ _____

FREIGHT (non-refundable): US\$50.00 minimum SECURITY DEPOSIT (refundable) US\$350. TOTAL DUE US\$400.00

- 1. Security Deposit. Customer agrees to pay KPI a Security Deposit of THREE HUNDRED AND FIFTY US DOLLARS (US\$350.00), receipt of which is hereby acknowledged. Upon CUSTOMER'S return of the subject PROPERTY, as stated in paragraph 4 below, KPI shall promptly return the Security Deposit to CUSTOMER less any charges for damage to Property or unreturned components
2. Freight. Customer is responsible for the transportation costs of the machine, which is FIFTY DOLLARS (\$50.00). Receipt of which must accompany this agreement. Fifty-dollar (\$50.00) freight rate does not apply to Hawaii, Alaska or Canada. Freight rates for delivery to those locations will be billed as incurred.
3. Repair and Maintenance. KPI shall provide parts based on the warranty for one year. Maintenance of the machine is the CUSTOMER'S sole responsibility. After warranty of one year is over parts and shipping will be the responsibility of the CUSTOMER.
4. Cancellation. Either KPI or CUSTOMER may cancel this Agreement at any time.
5. Return of Property. Upon cancellation or demand by KPI, CUSTOMER shall, within ten (10) days, return the subject PROPERTY to KPI at KPI's address indicated herein, at CUSTOMER's expense. If the subject PROPERTY is not returned as stated above, or if said PROPERTY is lost, stolen, sold or transferred to a third party without the written consent of KPI, CUSTOMER agrees to pay, upon notice by KPI, the VALUE
6. Installation. Installation of the subject PROPERTY is the sole responsibility of CUSTOMER. Further, installation must meet all Federal, State, and Local code requirements.
7. Location of Property. CUSTOMER agrees that the subject PROPERTY shall at all times be kept at CUSTOMER'S address indicated herein, or at any other address agreed to by KPI in writing.
8. Title. Title to the subject PROPERTY shall at all times remain with KPI, and CUSTOMER agrees not to sell, encumber or in any way convey the PROPERTY.
9. Identification. KPI or its agent(s) are not liable for damages to CUSTOMER or to third parties caused as a result of CUSTOMER'S use of the subject PROPERTY and CUSTOMER agrees to indemnify and hold KPI harmless from any claims, demands or lawsuits brought against KPI or its agent(s) arising out of the use of operation of the PROPERTY by CUSTOMER.
10. Illinois Courts. CUSTOMER consents and submits itself to the jurisdiction of the courts of the State of Illinois to settle and dispose of all disputes arising from the provisions of this Agreement.
11. Qualifying Condition. There is no charge to CUSTOMER for the use of the subject PROPERTY. In return, however, CUSTOMER is required to purchase from KPI or its Distributor an average of 20 lbs. or more of Gyros Cones per day from and after the 4th week following delivery of the subject PROPERTY to CUSTOMER. This requirement of 20 lbs. per day is a separate requirement for each Gyros Broiler. Proof of purchase will be required 90 days from date of shipment and thereafter on a yearly basis and upon request for any parts shipment.

This Loan Agreement shall be binding only if executed on behalf of KPI at its principal office in Glendale Heights, Illinois by an officer of KPI.

KRONOS FOODS, CORP

CUSTOMER

By: _____

Name: _____

Title: _____

Signature: _____

**KRONOS FOODS, CORP
 KRONOMATIC WARRANTY POLICY**

Loaned Machine	
Warranty Period	1 year from ship date (Parts ONLY – NO labor)
Proof of Purchase Requirements	Machine will be shipped to operator. Proof of purchase for first month's orders must be faxed to KPI 90 days from receipt of machine. Total daily cone usage must be 20 lbs. for each gas or electric machine. This based on a 5 day work week.
Machine workmanship (shell only)	Lifetime of customer relationship with Kronos. Prior months proof of purchase necessary prior to shipment.
Parts not covered under warranty: skewer, drip pan, knife, shovel	Machine within warranty price list pricing plus shipping costs. Prior months proof of purchase necessary prior to shipment. Machine out of warranty price list pricing plus shipping costs. Prior months proof of purchase necessary prior to shipment.
Parts covered under limited warranty: motor, fittings, elements, etc. Parts must be mailed back prior to shipment of new part being shipped.	Machine within warranty no charge, KPI to pay freight. Prior months proof of purchase necessary prior to shipment. Machine out of warranty price list pricing plus shipping costs. Prior months proof of purchase necessary prior to shipment.
Security deposit	\$350.00
Freight	\$50.00
Product usage	20 lbs. daily per broiler
Loan agreement	1 year term. Yearly renewal with proof of purchased required.

OPERATOR SIGNATURE
