

## **Technology Refresh - GS \$Mart®**

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### **Special Rider to the GS \$Mart® Terms and Conditions for A Technology Refresh Option-- Version 1.2, dated March 28, 2000**

Upon 90 day's prior written notice and after having made \_\_\_ payments on a timely basis, the State may, under the following conditions, replace the equipment under this financing with new equipment. The original equipment shall be returned to Lender, within fourteen days of the \_\_\_ payment due date (Return Date) which is ~~xx/xx/xxxx~~. Should the State elect to return the equipment, it will be responsible for:

- 1) the labor and costs associated with the deinstallation, packing in appropriate shipping containers, and shipping the equipment to a U.S. Location to be specified by Lender at that time;
- 2) any cost to qualify the equipment for the manufacturer's maintenance service, or, if not available, the Lender's reasonable cost to return the equipment to good working condition required for similar customers in similar situations, and;
- 3) all risks of loss or damage to the equipment during periods of returning transportation and shipping to the specified location.

Title to the original equipment shall be conveyed to Lender, if title was transferred to the State at the commencement of the financing. Subject to the above conditions being met, Lender will relieve the State from the obligation of making the final \_\_\_ payment(s). If the State had provided notice as specified above and if the original equipment is received by Lender after the Return Date, the final \_\_\_ payment(s) amount is due as a penalty for a late return. However, such late return penalty may be offset by a credit on account for the original equipment, whose title had been conveyed to the Lender, at an amount determined by fair market value of the equipment.