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## TERMS & CONDITIONS FOR SALE

All purchases by Buyer from Access, Security & Parking, Inc. (hereafter "Seller") its subsidiaries or affiliates and sales by Seller to Buyer shall be governed by these Standard Terms and Conditions of Sale (hereafter "Agreement"). An order is accepted only under the terms of this Agreement and Seller's acceptance is hereby made expressly conditional on Buyer's assent to the additional or different terms contained herein. Any of Buyer's terms or conditions that are different from or in addition to those contained herein is hereby objected to and of no effect.

### 1. TERMS OF PAYMENT:

Payment terms for the purchase of Seller's products ("Products") are due at delivery. In some cases Seller's may offer COD (Check on Delivery), Net 15 or Net 30 payment terms to the Buyer, subject to credit application submitted by Buyer and duly approved by Seller specifying terms and credit limit. Each shipment shall be invoiced and paid for when due without regard to other scheduled deliveries. Seller reserves the right at any time to revoke any credit extended to Buyer if payment is in arrears for more than fifteen days of due date or Buyer's credit worthiness does not warrant further extension of credit.

### 2. TITLE & DELIVERY:

At Seller's option, shipment will be EXW (Ex-Work) at manufacturing plant. Risk of loss or damage shall pass from Seller to Buyer upon delivery to common carrier or Buyer's representative at the EXW shipping location. Buyer shall have the responsibility to pay for insurance; all claims for damage must be filed by Buyer directly with carrier. Absent specific instructions, Seller will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment, nor shall the carrier in any way be construed to be the agent of Seller. Seller shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay.

### 3. TAXES:

Prices are exclusive of all federal, state, municipal or other government excise, custom duties, sales, use, occupational or like taxes in force, and any such taxes shall be assumed and paid for by Buyer. In order to exempt a sale from sales or use tax liability, Buyer will supply a Certificate of Exemption or similar document to Seller at the time of order placement.

### 4. SOFTWARE:

Title to the copy (ies) of all software (including firmware) furnished to Buyer is retained by Seller and is furnished on a licensed basis. Seller grants to Buyer a non-transferable and non-exclusive license to use each software or firmware program delivered hereunder ("Licensed Program"). Each such license granted authorizes Buyer to use the Licensed Program in machine-readable form only, and, in the case of software supplied with hardware, only on systems supplied by Seller to Buyer under this Agreement. Such license may not be assigned, sublicensed or otherwise transferred by Buyer without prior written consent of Seller, except that, if Buyer is a reseller and not an end user, Buyer may sublicense the license granted under this section to Buyer's end user purchaser, without the right to further sublicense. No right to copy a Licensed Program in whole or in part is granted except as permitted under the Copyright Law. Buyer shall not modify, merge, or incorporate any form or portion of a Licensed Program with other program material, create a derivative work from a Licensed Program, or use a Licensed Program in a network. Buyer agrees to maintain Seller's copyright notice on the Licensed Programs delivered hereunder, and to include the same on any authorized copies it makes, in whole or in part. Buyer agrees not to decompile, disassemble, decode or reverse engineer any Licensed Program delivered to Buyer or any portion thereof. Use, duplication or disclosure of computer software and documentation by any Government entity is subject to restrictions set forth in subparagraphs: (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, the Rights in Data clause of PM 9.3.1 of the U.S. Postal Service Procurement Manual, or successor clauses as such regulations may be amended from time to time, or in similar clauses in other Agency FAR Supplements when applicable.

### 5. INFRINGEMENT INDEMNIFICATION:

a. Seller shall defend Buyer against any claim, suit or proceeding brought against Buyer insofar as it is based on a claim that any Product delivered hereunder, as originally delivered by Seller, directly infringes a United States patent or copyright in existence as of the date of delivery of the Product to Buyer (an "Infringement Claim") so long as Seller is notified promptly in writing by Buyer as to any such claim, and is given full authority, information and assistance for the defense. In addition to Seller's obligation to defend, Seller shall pay all damages finally awarded against Buyer. Seller shall have no liability to Buyer under this section for any alleged or actual infringement arising out of (i) use of Products delivered hereunder in connection or in combination with equipment, devices or software not provided by Seller, (ii) use of Products delivered hereunder in a manner for which the same were not designed or that is inconsistent with the terms of this Agreement, (iii) any modification of Products delivered hereunder, (iv) compliance with Buyer's specifications; or (v) use of the Product in a patented process. Seller shall further have no liability to Buyer for any alleged or actual infringement arising out of Buyer's use or transfer of the Product delivered hereunder after Seller's notice that Buyer shall cease use or transfer of such Product. Seller's obligations set forth above shall not apply to any to any Products whose alleged infringement is solely based on contributory infringement or inducement of infringement. Seller shall not be responsible for any compromise or settlement made by Buyer without its consent. Seller shall not be obligated to defend or be liable for costs and damages for any suit claiming that the Products infringe a patent in which the Buyer, or any subsidiary or affiliate thereof, has a direct or indirect ownership interest in such patent. b. In addition to the foregoing, if a Product is subject to a claim or, if in Seller's judgment, likely to become subject to a claim, at Seller's sole discretion, Seller may: (a) obtain a license for Buyer to continue the use or to sell the Product purchased from Seller; (b) refund the purchase price paid to Seller by Buyer for such Product, less a reasonable amount for use, damage, or obsolescence, and remove such Product and/or terminate Buyer's license to use or sell such



Product; or (c) replace or modify the Product so as to be substantially functionally equivalent but no infringing. c. Buyer shall indemnify Seller against any claim of U.S. patent or copyright infringement that is brought against Seller because of (i) compliance with Buyer's particular design requirements, specifications or instructions, (ii) use of Products delivered hereunder in connection or in combination with equipment, devices or software not provided by Seller, (iii) any modification of any Products delivered hereunder, or (iv) any use by or on behalf of Buyer of Products delivered hereunder in a manner for which the same were not designed or that is inconsistent with the terms of this Agreement. d. EXCEPT AS PROVIDED ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND INDEMNITIES, EXPRESS, IMPLIED OR STATUTORY, PERTAINING TO ALLEGED OR ACTUAL PATENT INFRINGEMENT OR TO ALLEGED OR ACTUAL INFRINGEMENT OF ANY OTHER INTELLECTUAL PROPERTY RIGHTS. THE REMEDY SET FORTH IN THIS SECTION 5 IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS, AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO BUYER AT LAW OR IN EQUITY.

**6. WARRANTY:**

a. Seller's hardware Products are warranted against defects in workmanship and materials for a period of twelve (12) months from the date of shipment, unless otherwise provided by Seller in writing, provided the Product remains unmodified and is operated under normal and proper conditions. Warranty provisions and durations on software, integrated installed systems, Product modified or designed to meet specific customer specifications ("Custom Products"), remanufactured products, and reconditioned or upgraded products, shall be as provided in the particular Product documentation in effect at the time of purchase or in the accompanying software license. b. Products may be serviced or manufactured with parts, components, or subassemblies that originate from returned products and that have been tested as meeting applicable specifications for equivalent new material and Products. c. The sole obligation of Seller for defective hardware Products is limited to repair or replacement (at Seller's option) on a "return to service depot" basis with prior Seller authorization or RMA (Return Merchandise Authorization). Customer is responsible for shipment to the Seller and assumes all costs and risks associated with this transportation; return shipment to the Customer will be at Seller's expense. Customer shall be responsible for return shipment charges for Product returned where Seller determines there is no defect ("No Defect Found"), or for Product returned that Seller determines is not eligible for warranty repair. No charge will be made to Buyer for replacement parts for warranty repairs. Seller is not responsible for any damage to or loss of any software programs, data or removable data storage media, or the restoration or reinstallation of any software programs or data other than the software, if any, installed by Seller during manufacture of the Product. d. The above warranty provisions shall not apply to any Product (i) which has been repaired, tampered with, altered or modified, except by Seller; (ii) in which the defects or damage to the Product result from normal wear and tear, misuse, negligence, improper storage, water or other liquids, battery leakage, use of parts or accessories not approved or supplied by Seller, or failure to perform operator handling and scheduled maintenance instructions supplied by Seller; or (iii) which has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable Product specification; nor shall the above warranty provisions apply to any expendable or consumable items, such as batteries, supplied with the Product. EXCEPT FOR THE WARRANTY OF TITLE AND THE EXPRESS WARRANTIES STATED ABOVE, SELLER DISCLAIMS ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. THE REMEDY SET FORTH IN THIS SECTION 6 IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS, AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO BUYER AT LAW OR IN EQUITY.

**7. LIMITATION OF LIABILITY:**

a. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER SHALL NOT BE LIABLE TO BUYER OR TO OTHERS FOR ANY DAMAGES WHATSOEVER. b. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO BUYER, OR TO OTHERS, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF ACTUAL OR PROSPECTIVE PROFITS, SALES, BUSINESS ADVANTAGE OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. c. SELLER'S LIABILITY FOR DAMAGES TO BUYER OR OTHERS SHALL IN NO WAY EXCEED THE PURCHASE PRICE OF SAID PRODUCT OR THE FAIR MARKET VALUE OF SAID SERVICE, EXCEPT IN INSTANCES OF BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY.

**8. OTHER PRODUCTS AND SERVICES:**

Buyer acknowledges and accepts responsibility for the selection of the Products and services to achieve the Buyer's intended results, and their installation, system integration and use. Buyer also has the responsibility for selection and use of other equipment, software, and services acquired from third parties outside of this Agreement and used with the Products. Seller has no responsibility for planning, development, implementation, installation, system integration, or support unless provided under a separate written consulting or service agreement. Following the warranty period, upon request, Seller may provide, under a written service agreement at Seller's charges and terms then generally in effect, service and support for the Products, provided the applicable services and parts are then generally available.

**9. DELAYED ORDERS:**

Any request for a delay in delivery of Product or in commencement of Service must be in writing and shall be effective only upon receipt by Seller. In the event Buyer requests Seller delay delivery of Product or Service with less than thirty (30) days written notice prior to the scheduled shipment date of a Product, or less than fifteen (15) days prior to the commencement of the services, as the case may be, Buyer shall be subject to a fifteen (15%) percent charge based upon the contract price of the Product, or a service rescheduling charge with respect to the services affected. Buyer may not postpone a scheduled shipment or commencement of Service to a date more than two (2) months from the originally scheduled shipment or commencement date, and any attempt to do so shall be deemed a cancellation of the order pertaining to such shipment or Service and Seller shall be entitled to pursue all



legal remedies including with out limitation lost profits. Buyer hereby acknowledges and agrees that the measure of seller's damages for non-acceptance or repudiation as set forth in section 2-708(1) of the Uniform Commercial Code (however numbered in the applicable state statute) is inadequate to put Seller in as good a position as performance would have done and that, therefore, Seller's remedy for an order deemed to have been canceled under this section shall include the profit Seller would have made had it actually delivered the Product to or performed the Service for Buyer.

**10. SECURITY INTEREST:**

To secure payment of Buyer's Purchase-Money Obligation to Seller as well as all of Buyer's other obligations to Seller, in each case whether now in existence or incurred at any time in the future, Buyer hereby grants to Seller a security interest, or a purchase money security interest, as applicable, in and to (a) the Products; (b) all other goods sold or manufactured by Seller that are owned or held by Buyer; and (c) all Proceeds of the Products and other goods described in subsections (a) and (b), in each case whether now in existence or created or acquired at any time in the future. The terms "Proceeds" and "Purchase-Money Obligation" will have the meanings assigned to those terms in the Uniform Commercial Code adopted by the State of Florida (the "UCC"). Buyer acknowledges that Seller has the right to file initial financing statements and amendments to the maximum extent permitted by Section 9-509 of the UCC without notice to or the consent of Buyer.

**11. FORCE MAJEURE:**

Shipping dates acknowledged by Seller are approximate and Seller will not be liable for any loss or damage due to its failure to meet scheduled shipping dates. Seller shall in no event be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Buyer, fire, flood, act of God, acts of Government, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor problem, inability to secure, delay in securing or shortage of labor, materials, supplies, transportation or energy, failures of subcontractors or suppliers, or by war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment arising from any cause whatsoever, or any cause or causes beyond Seller's reasonable control. At Seller's option and following notice to Buyer, any of the foregoing causes shall be deemed to suspend such obligations of Seller as long as any such cause shall prevent or delay performance, and Seller agrees to make and Buyer agrees to accept performance of such obligations whenever such cause has been remedied.

**12. DISPUTES:**

If legal proceedings are commenced to resolve a dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all of its costs, attorney fees, and expert witness fees, including any costs or attorney fees in connection with any appeals.

**13. EXPORT CONTROL:**

The Products and all related technical information that Seller may deliver or disclose to Buyer are subject to United States export control laws and may be subject to export or import restriction in other countries. Buyer shall at all times comply with the United States Export Administration Act of 1979, as may be amended from time to time (the "Export Act"), and the rules and regulations promulgated from time to time there under. Buyer shall obtain all required licenses and approvals necessary to comply with the Act and any other applicable law.

**14. ENTIRE AGREEMENT:**

No Waiver. This Agreement shall constitute the entire agreement between Buyer and Seller, and no attempted variation, modification, or waiver of any provision of this Agreement shall have any force or effect, unless consented to in writing signed by the party against whom enforcement thereof is sought. Such variation, modification, or waiver shall be effective only in the specific instance consented to. A failure by any party to exercise or delay in exercising any right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

**15. GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of Florida without giving effect to the conflict of law principles thereof and excluding the Convention on Contracts for the International Sale of Goods.

AMTEL Security Systems Inc  
1691 NW 107<sup>th</sup> Avenue  
Miami FL 33172 USA

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

**PRINT NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_