



## **1. Conditions of Sale and Installation**

- A. Customer acknowledges that we have explained the full range of protection, equipment and services available and the customer has contracted for only the equipment and services itemized in this agreement. The customer also acknowledges that additional components, systems and / or services over and above that provided herein may be available and obtained at an additional cost. Customer shall pay any costs incurred for any additions or changes to the System or specifications requested by the Customer after the signing of this Agreement. Deposits are non-refundable.
- B. Company assumes no liability for delay in installing the System for any reason, irrespective of fault.
- C. Customer warrants that it has full authority to permit the installation of the System under all the terms and conditions of this Agreement. Customer authorizes company or its designated agents to enter the premises to install the System and to make any preparations appropriate to the installation or service of the System, such as drilling holes and making attachments. Company shall not be responsible for damage incidental to the installation, service, or removal of the System. Customer will, at its own expense, provide any electrical, telephone, Internet or any other hookups necessary for the installation, maintenance and operation of the System. Such hookups shall be completed prior to the commencement of installation of the System. Otherwise, additional costs may be incurred and customer shall pay any in such case.
- D. Customer is responsible for obtaining any necessary licenses, permits, or permissions necessary for Company to perform under this Agreement.
- E. Company will not be liable to the Customer for any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by circumstances beyond the reasonable control and without negligence of the party including, without limitation, acts of God, strikes, lockouts, technical failure, riots, and acts of war, acts of terrorism, earthquakes, floods, fire and explosions.

## **2. Customer Obligations**

Customer agrees to pay balances when due or invoiced. Any payment more than five (5) days past due may bear late charges thereon calculated at the rate of 1.5% per month, but in no event greater than the highest rate permitted by applicable law. The return of parts and/or the cancellation of an order can only be done with Company's prior written approval and subject to payment of restocking and return fees as quoted by company

## **3. Warranties**

- A. The System and its components may be covered by third party manufacturers' warranties having various terms and durations. Company makes no separate or additional warranty as to the System or its components, except as specifically provided in this Agreement.
- B. Company may, in its discretion, substitute materials (including components of the System) of comparable quality at the time of installation. Should any part of the System fail to operate as a result of defects in materials or workmanship, upon notice to Company by the Customer as set forth herein, Company agrees to make all necessary repairs and/or replacements of parts promptly and without costs to the Customer for the period indicated in section 3 and 4 of this agreement, subject to Customer's compliance with this Agreement, and the availability of replacement parts. Company may, in its sole discretion; either replace or repair the product, and may substitute materials of comparable quality at the time of replacement. This limited warranty does not apply to any damage to or defects in materials or equipment caused by accident, misuse, unauthorized repairs or repair attempts, modifications or improper installation caused by anything or anyone other than Company or an authorized agent of Company. The limited warranty shall be the exclusive remedy available to Customer.
- C. Customer agrees as a condition of this limited warranty to test and inspect the System immediately upon substantial completion of installation and to advise Company within fifteen (15) days of any failure of the system to conform to the specifications subject to the terms of this Agreement. If Company does not receive notice from the Customer or if Company receives notice, which does not report a failure of the System to conform to the Specifications (subject to the terms of this Agreement) within such 15-day period, the System shall be deemed satisfactory to and accepted by the Customer.
- D. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- E. Company does not represent, guarantee or warrant that any System provided by it under this Agreement will prevent any loss by burglary, fire or otherwise. Customer acknowledges and agrees that it is not relying on Company's skill or judgment in selecting or furnishing a System suitable for any particular purpose or accuracy of the location of the cameras as per the purchase order or Camera Layout Sheet. Company is not an insurer against loss or damage.
- F. Customer's exclusive remedy for company's breach of or failure to perform under this Agreement or relating in any way to any relationship between the parties connected with the System referred to in this Agreement, for any reason including negligence or gross negligence, is to require Company to repair or replace, at Company's option, any equipment or part of the System which is non-operational due to fault of Company during the limited warranty period according to the terms and conditions contained in this Agreement.
- G. Notification of Claims for Warranty Service: If Customer believes that a Product is defective in material or workmanship, then written notice with an explanation of the claim shall be given promptly by Customer within the warranty period. If Company determines after investigation that the reported problem was not covered by warranty, then Customer shall be responsible for the cost of investigating and/or repairing the problem at its then prevailing per incident billable rate.
- H. Exclusive Remedy: Customer's exclusive remedy and Company's sole obligation is to supply (or pay for) all labor necessary to repair any product found to be defective within the warranty period. Company shall supply, at no extra charge, new or rebuilt replacements for defective parts. Customer's failure to make a claim as provided in paragraph (G) above and/or continued use of the defective product shall constitute an unqualified acceptance of such product and a waiver by Customer of all further claims. After notification, Company will respond to repair or diagnose problem within (5) business days, Monday thru Friday, between 9am and 5pm. If Customer requires service outside normal service hours the Customer will be notified of additional charges, if any, before a service call is initiated.
- I. Exceptions to Limited Warranty: In the event of Warranty Default by the Customer for a Product, this limited warranty shall be terminated and Company shall have no liability or obligation hereunder. Company shall have no liability or obligation to Customer with respect to any product requiring service during the warranty period which is subjected to any of the following: abuse, improper use, negligence, accident, modification (including any software not installed by Company), Act of God, electrical failure, power surges, failure of the Customer to follow the operation procedures outlined in the user's manual, the attempted repair by non-qualified personnel; operation of the product outside of the published environmental and electrical parameters, if such product's original identification (trademark, serial number) markings have been detached, altered, or removed. Company excludes from warranty coverage any products sold "AS IS" and excludes any equipment that has not been sold or leased by Company. Company also excludes from warranty coverage Products located outside of the United States and consumable items such as fuses and batteries.
- J. Any electrical, telephone or networking work external to the system, relocating of equipment, modification of equipment or reprogramming of equipment or any equipment not originally installed by Company shall be excluded from the warranty and will be subject to charges at the Company's then going rate for service including travel and materials.
- K. Proof of Purchase: The Customer's dated Purchase agreement and Warranty Registration shall be retained as evidence of the date of Purchase and Warranty commencement and to establish Warranty eligibility.

## **4. Disclaimer of Warranty Except for the Foregoing Warranties**

Company hereby disclaims and excludes all other warranties, express or implied, including, but not all limited to any/or all implied warranties of merchantability, fitness for a particular purpose and/or any warranty with regard to any claim of infringement that may be provided in section (UCC) 2-312(3) of the Uniform Commercial Code and/or in any other comparable state statute. Company hereby disclaims any representation or warranty that the product is compatible with any Products Customer may choose to connect to the Company supplied product.

## **5. Title, Risk of Loss or Damage**

Title to the System and all of its components shall remain in the name of Company until Customer has paid for the System in full, at which time it shall become the property of the Customer. Upon completion of installation, all risk of loss shall pass from Customer, regardless of whether it has been paid in full for such installation. Company or any subcontractor engaged by Company to perform work or furnish materials who is not paid may have a claim against the Customer or owner of the premises which may be enforced under the applicable laws, which may include placing and enforcing mechanic's liens upon the real property at which the System is to be installed.

## **6. Default by Customer**

The product(s) described in this Agreement may be custom manufactured and are of limited use and value unless installed as described in this Agreement. If this Customer defaults in the performance of any of its obligations under this Agreement or any other agreement between the parties, including failure to pay any monies when due, Company may suspend performance under any such agreement and may pursue against the Customer any remedy available at law or equity, now or in the future, including collecting interest on any unpaid balance at the highest rate allowed by law. In addition, if Company commences legal proceedings or retains the services of a collection agency or an attorney to enforce its rights under this Agreement, Customer shall pay Company's reasonable attorney and collection agency fees. In the event of legal action between parties in connection with their respective rights and obligations under this Agreement, the parties waive trial by jury and Customer waives the right to interpose any counterclaim in any action or proceeding commenced by Company.

## **7. Indemnification, Damages and Limitations of Liability**

- A. Customer shall defend, indemnify and hold harmless Company, its agents, employees and subcontractors from any expense, liability, loss, claim or damage, including personal injuries made by any person including those not a party to this Agreement, relating in any way to the System(s) or service(s) referred to in this Agreement, except to the extent proximately caused by the gross negligence or willful misconduct of Company. There are no third-party beneficiaries to this Agreement, Customer on its own behalf and on behalf of any insurance carrier of Customer waives any right of subrogation Customer's insurance carrier may otherwise have against Company, its agents, employees and subcontractors arising out of this Agreement or the relations of the parties hereto.
- B. The value of the Customer's property or the property of others kept on the premises at which the System is installed, which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System may be designed to detect, alert or avert is completely unknown to and outside the control of Company, and Company is not an insurer. In addition, Company has no control over response time of any emergency service provider, and it would be extremely difficult to ascertain what portion, if any, of any loss or damage would be proximately caused by any failure on the part of Company. Charges are based solely upon the value of goods and services provided, and are unrelated to the uses made by the Buyer of its premises, including the value of the premises or any property threat, or people thereon. The amounts payable by the Customer are not sufficient to warrant Company assuming any risk of damages, including consequential damages, for any property damages, or personal injuries due to Company's negligence, gross negligence, and failure to perform for any reason whatsoever. Buyer agrees that it does not desire Company to assume any risk of damages, and agrees that Company shall not be liable for such risk. Customer further agrees that if Company should be found liable due to any failure by it to perform any obligation under this Agreement or otherwise, or the failure of the System to operate in any respect, Company's liability shall be limited to 10% of the total purchase price or \$500, whichever is less, and that this liability shall be exclusive. Customer may, at its option, increase the amount of this limited liability by separate agreement with Company at increased cost proportionate to Company's increased risks, which shall not be insurance coverage.

## **8. Waiver or Breach**

The waiver of a breach of any of the provisions of this Agreement shall not operate as and shall not be construed to be a waiver of any subsequent breach. No failure or delay in exercising any power or right hereunder shall operate as a waiver thereof.

## **9. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, promises, proposals, representations, negotiations and agreements, whether written or oral, between the parties respecting subject matter hereto. No waiver, change, amendment or modification of any of the terms hereof shall be binding unless in writing and signed by both parties hereto.

## **10. Arbitration**

Any dispute arising out of or relating to this Agreement, including any issues relating to arbitration or the scope of this arbitration clause, will be finally settled by arbitration in accordance with the commercial rules of the American Arbitration Association by one arbitrator. The arbitrator shall issue a written opinion in support of their decision stating the legal and factual basis for the decision and the reasoning leading to such decision. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Any court with jurisdiction may enter judgment upon the award rendered by the arbitrator.

## **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law doctrine. Customer agrees to submit to personal jurisdiction in any venue where Company is, subject to any claim directly or indirectly related to the goods or services provided by the Company hereunder.

## **12. Severability**

In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

## **13. Notice**

Any notice required to be sent under this Agreement shall be in writing and deemed given when delivered by hand or mailed by certified mail, return receipt requested, to the respective addresses set forth above, or to such other address as either party, by notice to the other, may designate from time to time.

**14. Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.