

TERMS AND CONDITIONS OF SALE AND USE

[Online Version](#)

1. Entire Agreement

All sales are subject to and expressly conditioned upon the terms and conditions contained herein. No variation of these terms and conditions will be binding upon Seller unless agreed to in writing and signed by an officer or other authorized representative of Seller. There are no understandings, agreements, or representations, oral or written, not specified herein or in the applicable purchase order.

2. Changes

Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller shall be conclusive on the parties hereto.

3. Delivery, claims, delays

All sales are to Buyer's designated place of delivery unless otherwise noted. If Shipping and Handling Charges are quoted or invoiced, they will include charges in addition to actual freight costs; provided, however, delivery of the products to the carrier at Seller's shipping point shall constitute delivery to Buyer and Buyer shall bear all risk of loss or damage in transit. Seller reserves the right, in its discretion, to determine the exact method of shipment. Seller reserves the right to make delivery in installments. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries.

Immediately upon Buyer's receipt of any products shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and shall hold the products for Seller's written instructions concerning disposition. If Buyer shall fail to so notify Seller within ten days after the products have been received by Buyer, such products shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer. Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture,

deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including, without limitation, act of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation or manufacturing, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

4. Allocation of products

If Seller is unable for any reason to supply the total demands for products specified in Buyer's order, Seller may allocate its viable supply among any or all Buyers on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result therefrom.

5. Payment

Terms of sale are net 30 days of date of invoice, unless otherwise stated. If the financial condition of Buyer results in the insecurity of Seller, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, Seller may, without notice to Buyer, delay or postpone the delivery of the products; and Seller, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Seller, at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof. In addition, any amounts to be paid by Buyer which are not paid within thirty (30) days after the date such payment is due, shall bear interest from and after the expiration of such thirty (30) day period at a rate of seven percent (7%) per annum, but in no event greater than the maximum rate of interest permitted in the State of New York

6. Taxes and other charges

Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

7. Pricing

Prices shown are in U.S. Dollars and are subject to change. Please call us for current prices if you require this information prior to placing your order. We guarantee our written quotations for forty-five (45) days. When placing your order, please reference our quoted prices or quotation number.

8. Price Changes

Shipment will be made promptly even if prices have been nominally increased. Price reductions, if any, will be automatically applied to your invoice.

9. Warranties

SELLER WARRANTS THAT ITS PRODUCTS SHALL CONFORM TO THE DESCRIPTION OF SUCH PRODUCTS PROVIDED TO BUYER BY SELLER THROUGH SELLER'S CATALOG, ANALYTICAL DATA OR OTHER LITERATURE. ***THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.*** SELLER'S WARRANTIES MADE IN CONNECTION WITH THIS SALE SHALL BE VOID IF SELLER DETERMINES, IN ITS SOLE DISCRETION, THAT BUYER HAS BREACHED ITS WARRANTIES IN SECTION 11 BELOW, MISUSED THE PRODUCTS IN ANY MANNER, PERFORMED UNAUTHORIZED MAINTENANCE, HAS FAILED TO USE THE PRODUCTS IN ACCORDANCE WITH APPLICABLE LAWS, OR HAS FAILED TO USE THE PRODUCTS IN ACCORDANCE WITH INSTRUCTIONS, IF ANY, FURNISHED BY SELLER.

SELLER'S SOLE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS THAT ARE PROVED TO SELLER'S SATISFACTION TO BE DEFECTIVE OR NONCONFORMING SHALL BE REPLACEMENT OF SUCH PRODUCTS WITHOUT CHARGE OR REFUND OF THE PURCHASE PRICE, IN SELLER'S SOLE DISCRETION, UPON THE RETURN OF SUCH PRODUCTS IN ACCORDANCE WITH SELLER'S INSTRUCTIONS. ***SELLER SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY DAMAGES, INCLUDING INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS BY ANYONE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT, INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE, UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SELLER'S GROSS NEGLIGENCE.***

Unless otherwise provided by local law without the possibility of contractual waiver or limitation, any legal or other action related to Seller's products must be commenced no later than eighteen (18) months from the date on which the cause of action arose, regardless of their nature.

10. Compliance with laws, regulations

Seller certifies that to the best of its knowledge its products are produced in compliance with applicable requirements, regulations, rules and orders issued pursuant thereto.

11. Buyer's use of products

Seller's products are intended for parking enforcement purposes and, unless otherwise stated on product labels, in Seller's catalog or in other literature furnished to Buyer, are not to be used for any other purposes. Buyer acknowledges under no circumstances should a vehicle to which Seller's product is affixed to its windshield should be operated, and that any such operation would pose an immediate hazardous condition to the driver, third parties and property. Buyer expressly represents and warrants to Seller that Buyer will properly use the products purchased from Seller in accordance with the use instructions provided to it Seller and in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Buyer further warrants to Seller that any products from Seller shall not be altered in any way, including, without limitation, the removal of warning notices, and that it will not use any products that have been altered. Buyer assumes responsibility to assure that the products purchased from Seller are approved for use under all applicable laws within the jurisdiction in which such products will be used, and Seller makes no representations or warranties with respect thereto.

Buyer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from Seller. Buyer also has the duty to warn Buyer's employees and the public of any risks involved in using, handling or interacting with the products (including any products affixed to vehicle windshields). Buyer agrees to comply with instructions, if any, furnished by Seller relating to the use of the products and not misuse the products in any manner.

12. Buyer's Representations and Indemnity

Buyer represents and warrants that it shall use all products ordered herein in accordance with the "Product Manual" and the terms of Section 11 above, and that any such use of products will not violate any law or regulation. Buyer agrees to indemnify and hold harmless Seller, its employees, agents, successors, officers, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Seller may sustain or incur as a result of any claim against Seller based upon negligence, breach of warranty, strict liability in contract, or any other theory of law brought by Buyer, its officers, agents, employees, successors or assigns, by Buyer's employees, by auxiliary personnel (such as freight handlers, etc.) or by other third-parties (including members of the public), arising out of, directly or indirectly, the

use or misuse of Seller's products (including, without limitation, operating a vehicle to which Seller's product has been affixed), or by reason of Buyer's failure to perform its obligations contained herein. Buyer shall notify Seller in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident, or incident involving Seller's products which results in personal injury or damage to property, and Buyer shall fully cooperate with Seller in the investigation and determination of the cause of such accident and shall make available to Seller all statements, reports and tests made by Buyer or made available to Buyer by others. The furnishing of such information to Seller and any investigation by Seller of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by Seller.

13. Returns

Buyer will have thirty (30) days from the time products are delivered to inspect such products and to notify the Seller of any issues. If Buyer does not identify any issues with the products by written notice to the Seller within the thirty (30) day period, then Buyer shall have waived any right to claim that the products do not conform to its order or the materials furnished with the products, time being of the essence.

Buyer shall have the right to return products only with written consent of the Seller and provided that such products are: (i) unaltered, (ii) returned within 30 days of the Company's consent to return, and (iii) delivered to the Company at its premises, packaged in their original packaging. PLEASE NOTE CUSTOMIZED PRODUCTS ARE NOT RETURNABLE.

Buyer will be responsible for the payment of any return shipping. However, if a valid warranty claim is found, Seller shall reimburse Buyer for the cost of return shipping.

Seller will notify Buyer when it has received the products to be returned.

Once Seller has received the products, they will be inspected to see if a valid warranty claim exists. If a valid warranty claim is found by Seller to exist, Seller shall notify Buyer and Seller shall, at its option, (i) repair any defects giving rise to the warranty claim; (ii) replace the products without charge or (iii) refund the purchase price paid by Seller.

If no warranty claim exists, Seller will notify Buyer and summarize any issues discovered with the products. Buyer will have the option to either (i) pay the return shipping and Seller will send the products back, as is, or (ii) request a quote for any repairs required outside of the warranty, including parts and labor, to be performed at Buyer's cost. The timeline and cost of such repairs will be agreed separately.

14. Technical Assistance/App Support

At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products, including use of a related mobile application with billing and GPS features; provided, however, any such technical assistance and/or mobile application service shall be subject to a separate written agreement between Seller and Buyer (and related Terms and Conditions). ***Seller makes no warranties of any kind or nature, express or implied, including any implied warranty of merchantability or fitness for any particular purpose, with respect to technical assistance, mobile application services or information provided by Seller or Seller's personnel. Any suggestions by Seller regarding use, selection, application or suitability of such additional products and/or services shall not be construed as an express warranty unless specifically designated as such in a writing signed by an officer or other authorized representative of Seller.***

15. Independent Contractor. Seller, in the performance of its obligations hereunder, shall be an independent contractor only, and not an agent, employee, partner, or joint venture of, or with Buyer, and nothing herein shall be deemed to create or imply any relationship other than that of independent contractor.

16. Miscellaneous

Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

17. Governing Law

The sale of the products contemplated therein shall be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws. Buyer submits to the exclusive jurisdiction of the courts of the State of New York and of the United States of America located in the State of New York (the "New York Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the New York Courts and agrees not to plead or claim in any New York Court that such litigation brought therein has been brought in an inconvenient forum.

