

**GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES**

**THESE TERMS AND CONDITIONS SHALL GOVERN ANY AND ALL TRANSACTIONS ENTERED INTO BY AND BETWEEN INVUE SECURITY PRODUCTS INC., WITH A PLACE OF BUSINESS AT 9201 BAYBROOK LANE, CHARLOTTE, NC 28277, AND/OR ANY SUBSIDIARY AND/OR AFFILIATE, AS IDENTIFIED IN THE QUOTE (HEREIN COLLECTIVELY CALLED “INVUE” OR “SUPPLIER”) AND THE PURCHASER OF THE GOODS AND SERVICES THAT ARE SUBJECT OF THIS QUOTE (HEREIN CALLED “PURCHASER”). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF A WRITTEN CONTRACT SIGNED BY BOTH PARTIES IS IN EXISTENCE COVERING THE SALE OF THE GOODS AND SERVICES COVERED HEREBY, THE TERMS AND CONDITIONS OF SAID CONTRACT SHALL PREVAIL TO THE EXTENT THEY ARE INCONSISTENT WITH THESE TERMS AND CONDITIONS.**

**THE ACCOMPANYING QUOTE AND THESE TERMS AND CONDITIONS (COLLECTIVELY, THIS “AGREEMENT”) COMPRISE THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, NEGOTIATIONS, REPRESENTATIONS AND WARRANTIES, AND COMMUNICATIONS, BOTH WRITTEN AND ORAL. THESE TERMS AND CONDITIONS SET FORTH THE GENERAL TERMS OF THE BUSINESS RELATIONSHIP BETWEEN PURCHASER AND SUPPLIER. THE PARTIES AGREE THAT ALL SALES AND DELIVERIES OF GOODS AND SERVICES (AS DEFINED BELOW) BY SUPPLIER TO PURCHASER, AND ALL ORDERS (AS DEFINED BELOW) BY PURCHASER SHALL BE COVERED BY AND SUBJECT TO THE TERMS OF THIS AGREEMENT. ANY TERMS AND CONDITIONS PROPOSED AND/OR PROVIDED BY PURCHASER THAT ARE IN ADDITION TO, OR WHICH CONFLICT WITH THESE TERMS AND CONDITIONS, ARE EXPRESSLY REJECTED BY SUPPLIER AND SHALL BE OF NO FORCE AND EFFECT. FULFILLMENT OF PURCHASER’S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF PURCHASER’S TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THESE TERMS AND CONDITIONS.**

**TO THE EXTENT THE QUOTE INCLUDES ANY INVUE SOFTWARE SERVICES, THE TERMS AND CONDITIONS AVAILABLE AT [WWW.INVUE.COM/SOFTWARE-TERMS](http://WWW.INVUE.COM/SOFTWARE-TERMS) WILL CONTROL SUCH SOFTWARE SERVICES.**

**1) DEFINITIONS:**

As used in these Terms and Conditions, the following capitalized words shall have the following meanings:

- (a) “Goods” shall mean all merchandise, products, goods, materials, equipment, articles, and tangible items supplied by Supplier to Purchaser.
- (b) “Purchase Order” or “Order” shall mean any written or electronic purchase order issued by Purchaser.
- (c) “Purchaser” means Purchaser and any one or more of any of Purchaser’s affiliates, subsidiaries, successors or assigns, currently existing or not yet formed.

(d) “InVue” or “Supplier” means InVue Security Products Inc. or any one or more of any of InVue’s affiliates, subsidiaries, authorized partners, successors or assigns, currently existing or not yet formed.

(e) “Services” means any services Supplier provides to Purchaser, including any professional services, support services, and warranty services.

## **2) QUOTE:**

(A) This Quote sets forth the prices for the Goods and Services offered by Supplier to Purchaser and shall not be altered, amended, or modified without Supplier’s written approval. No changes in the scope or price of the Goods and Services or the Terms and Conditions shall be valid unless authorized by Supplier in writing. Supplier reserves the right to change the prices effective upon thirty (30) days’ written notice to the Purchaser. This Quote does not impose upon Purchaser any obligation to purchase Goods and Services from the Supplier nor an obligation by Supplier to accept Purchase Orders from Purchaser.

(B) Unless specified on the Quote, all prices are exclusive of all freight, as well as sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such charges, costs and taxes; provided, that, Purchaser shall not be responsible for any taxes imposed on, or with respect to, Supplier’s income, revenues, gross receipts, personnel or real or personal property or other assets.

(C) Fees for Services will be in accordance with Supplier’s current rate schedule unless otherwise agreed to by the parties.

(D) Purchaser agrees to reimburse Supplier for all reasonable travel and out-of-pocket expenses incurred by Supplier in connection with the performance of the Services.

(E) Notwithstanding anything to the contrary contained in this Agreement, Supplier may, from time to time change the Services without the consent of Purchaser provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Quote.

## **3) DELIVERY:**

(A) The Goods will be delivered within a reasonable time after the receipt of Order, subject to availability of finished Goods. Unless otherwise specified on the Quote, Supplier shall not be liable for any delays, loss, or damage in transit.

(B) Unless otherwise specified on the Quote, Supplier shall deliver the Goods to Purchaser’s designated location (the “Delivery Point”) using Supplier’s standard methods for packaging and shipping such Goods. Purchaser shall accept the Goods upon delivery to the Delivery Point. Purchaser shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(C) Unless otherwise agreed in writing between the parties, Supplier may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser’s Order.

- (D) If for any reason Purchaser fails to accept delivery of any of the Goods at the Delivery Point, or if Supplier is unable to deliver the Goods at the Delivery Point on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Purchaser; (ii) the Goods shall be deemed to have been delivered; and (iii) Supplier, at its option, may store the Goods until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses including, without limitation, storage and insurance.
- (E) Supplier shall use reasonable efforts to meet any performance dates to render the Services specified in the Quotes, and any such dates shall be estimates only.

**4) NON-DELIVERY:**

- (A) The quantity of any installment of Goods as recorded by Supplier on dispatch from Supplier's place of business is conclusive evidence of the quantity received by Purchaser on delivery unless Purchaser can provide conclusive evidence proving the contrary.
- (B) The Supplier shall not be liable for any non-delivery of Goods in whole or in part (even if caused by Supplier's negligence) unless Purchaser gives written notice to Supplier of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

**5) QUANTITY:**

If Supplier delivers to Purchaser more or less than the quantity set forth in the Quote or the Order, Purchaser shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Quote adjusted pro rata. If Supplier delivers more than the quantity set forth in the Quote or the Order, Purchaser shall return the excess quantity, and Supplier will reimburse Purchaser for reasonable freight for such return.

**6) SHIPPING TERMS:**

Unless otherwise agreed by the parties or specified on the Quote, Delivery shall be made Ex Works Supplier's designated warehouse.

**7) TITLE AND RISK OF LOSS:**

Unless otherwise agreed in writing between the parties, title and risk of loss will be addressed in the Quote or the Order. As collateral security for the payment of the purchase price of the Goods, Purchaser hereby grants to Supplier a lien on and security interest in and to all of the right, title and interest of Purchaser in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

## **8) INVOICES AND PAYMENT TERMS:**

Purchaser represents to Supplier that any Purchase Orders will be submitted by an authorized representative of the Purchaser. Any shipment or provision of any Goods or Services pursuant to a Purchase Order shall constitute acceptance by the Supplier of the Purchase Order. Unless otherwise agreed in writing between the parties, Supplier will invoice Purchaser for Purchase Orders, and Purchaser will pay Supplier within thirty (30) days of the due date. Supplier reserves the right to charge Purchaser interest at the rate of 1.5% per month (but in no event greater than the highest rate of interest allowed by applicable law) for any invoice not paid within 30 days of the due date. Any interest charges will be compounded and added to Purchaser's total balance due. In addition to all other remedies available under this Agreement or at law (which Supplier does not waive by the exercise of any rights hereunder), Supplier shall be entitled to suspend the delivery of any Goods or performance of any Services if Purchaser fails to pay any amounts when due hereunder. The Purchaser may not withhold payment of any amount due to Supplier because of any set-off, counter-claim, abatement, or other similar deduction.

## **9) WARRANTY:**

- (A) InVue warrants that if, within one (1) year of purchase of a Good, should there be a defect in material or workmanship, and if, in the judgment of InVue, the product has received normal use and care, and if no damage or wear has resulted from abuse, neglect, misuse, tampering, or accident, the Good will be repaired or replaced free of charge, as determined by InVue in its sole discretion.
- (B) InVue does not accept returns of non-defective Goods unless otherwise expressly agreed to in writing by InVue. In the event InVue agrees to accept a return of non-defective Goods in its sole discretion, InVue may charge Purchaser a reasonable restocking fee.
- (C) The warranty set forth in this Section 9 in no way applies to (i) customizations, development, or requested changes to Goods, or (ii) defects caused by third-party devices or software that are not pre-approved by InVue.
- (D) INVUE'S ONLY OBLIGATION SHALL BE TO REPAIR OR REPLACE SUCH GOODS PROVED TO BE DEFECTIVE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SUPPLIER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE GOODS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF SUPPLIER USAGE IN THE TRADE OR BY COURSE OF DEALING.

## **10) LIMITATION OF LIABILITY:**

- (A) IN NO EVENT WILL SUPPLIER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, AS WELL AS FOR ANY LOST PROFITS, LOST DATA, LOST REVENUES, OR LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE SUPPLIER WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(B) IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY PURCHASER TO SUPPLIER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

(C) THE LIMITATION OF LIABILITY SET FORTH IN SECTIONS 10(A)-10(B) ABOVE SHALL NOT APPLY TO (I) LIABILITY RESULTING FROM SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) DEATH OR BODILY INJURY RESULTING FROM SUPPLIER'S ACTS OR OMISSIONS.

**11) INTELLECTUAL PROPERTY:**

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Goods, documents, work product, and other materials that are delivered to Purchaser under this Agreement or prepared by or on behalf of the Supplier in the course of performing the Services (collectively, the "Deliverables") shall be owned by Supplier. Supplier hereby grants Purchaser a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis strictly for the purposes of and to the extent necessary for Purchaser to receive the Services and use the Goods.

**12) CONFIDENTIALITY:**

(A) Purchaser shall not, at any time in connection with this Agreement, disclose to others and will not take or use for its own purposes, or the purpose of others, any trade secrets, confidential information, knowledge, designs, data, know-how, or any other information belonging to the Supplier and considered logically as "confidential." Purchaser recognizes that this obligation applies not only to technical information, designs, products, prototypes, and marketing, but also to any business information that the Supplier treats as confidential. Any information that is not readily available to the public shall be considered to be a trade secret and confidential.

(B) It is agreed that the unauthorized disclosure or other violation of confidential information may cause immediate or irreparable injury to the Supplier. Therefore, Purchaser acknowledges and agrees that, in such event, the Supplier shall be entitled to seek any temporary or permanent injunctive relief or restraining order, in addition to all other remedies available at law or in equity, including costs and reasonable attorney's fees, without posting of a bond, necessary to prevent such unauthorized disclosure of use, or threat of disclosure or use.

**13) AMENDMENT AND MODIFICATION:**

No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by authorized representatives of both parties.

**14) FORCE MAJEURE:**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or

breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Purchaser to make payments to Supplier hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) shortage of adequate power or transportation facilities. The Impacted Party shall give notice within a reasonable number of days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section 13, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

#### **15) ASSIGNMENT:**

Purchaser may not assign its rights or delegate its duties under this Agreement without the prior written consent of Supplier. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under this Agreement.

#### **16) SEVERABILITY:**

If any term, covenant or condition of these Terms and Conditions or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Terms and Conditions, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each and every remaining term, covenant or condition of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by law.

#### **17) TERMINATION:**

In addition to any remedies that may be provided under these Terms and Conditions, Supplier may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under an invoice; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

#### **18) RELATIONSHIP:**

The parties are independent contractors. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government.

#### **19) THIRD-PARTY RIGHTS:**

No person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) shall have the right to enforce any provision of these Terms and Conditions which expressly or by implication confers a benefit on that person without the express written agreement of Supplier and Purchaser, which agreement must refer to this Section.

## **20) EMPLOYMENT LIABILITY**

To the extent Supplier provides Goods or Services in the European Union, under no circumstances will either the Goods, Services, or these Terms and Conditions give rise to any transfer of employment under Transfer Regulations. In the event that any Purchaser employee or any other individual brings any claim whatsoever against either InVue or any future supplier asserting that their employment or any liability connected with it has transferred to InVue or any future supplier, the Purchaser shall indemnify and hold harmless InVue (for itself and as trustee for any future supplier), its officers, agents and employees from and against any damages, liabilities and expenses (including all reasonable legal fees and any liabilities arising as a result of any indemnity given by InVue to any future supplier) arising in relation to any such claim.

## **21) APPLICABLE LAW AND VENUE:**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, USA. The United Nations Convention on Contracts for the International Sale of Goods shall apply in any instance, including but not limited to application of any local adopting laws. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts within Mecklenburg County, North Carolina, USA, for any action, suit, or proceeding in connection with this Agreement and hereby waive any defense based upon improper or inconvenient venue or lack of personal jurisdiction.

## **22) NOTICES:**

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.