

General terms and conditions of sale and delivery

of SecureVision of America, Inc.

- 1.0 Definitions. As used herein: (a) Seller. Seller shall refer to SecureVision of America, Inc. (SVA) and shall include its agents, subsidiaries, parent company, and any affiliated entity of Seller. (b) Buyer. Buyer shall refer to the purchaser of goods sold by Seller as set forth in the particular signed SVA Quotation or Sales Order, and shall include all agents, subsidiaries, parent company, and any affiliated entity of Buyer. (c) signed SVA Quotation or Sales Order. Signed SVA Quotation or Sales Order shall refer to the purchase order acceptance, order confirmation or invoice issued by Seller reflecting the sale of the Products to Buyer. (d) Products. Products shall refer to the products, and relative services if any, sold by Seller to Buyer as identified in the signed SVA Quotation or Sales Order.
- 2.0 Application. These terms and conditions shall apply to and shall govern all Sales Orders, agreements or other documents which memorialize an agreement to purchase Products from Seller, regardless of whether such Sales Order or other document references these terms and conditions. All shipments, services, sales and quotations between Seller and Buyer are subject to these terms and conditions.
- 3.0 Acceptance. No order by Buyer shall be effective until confirmed by Seller. No effect shall be given to any terms proposed in Buyer's purchase order, proposal, sales note, acknowledgment, or other document which add to, vary from, or conflict with the signed SVA Quotation or Sales Order or with these terms and conditions. Any such proposed terms shall be void. Except as set forth herein, the signed SVA Quotation or Sales Order and these terms and conditions constitute the entire agreement between Buyer and Seller with respect to the subject matter of a signed SVA Quotation or Sales Order. Buyer shall be deemed to have accepted and acknowledged the signed SVA Quotation or Sales Order and these terms and conditions unless Buyer notifies Seller in writing of its rejection of the signed SVA Quotation or Sales Order and/or these terms and conditions within three (3) working days of Buyer's receipt of the signed SVA Quotation or Sales Order.
- 4.0 Termination. Seller may terminate any signed SVA Quotation or Sales Order or any part thereof without liability at any time by written notice. If Seller terminates any part of a signed SVA Quotation or Sales Order, then Buyer shall be relieved of any obligation with regard to the terminated portion of the signed SVA Quotation or Sales Order. Any sums paid by Buyer pursuant to a signed SVA Quotation or Sales Order or any portion of a signed SVA Quotation or Sales Order that has been terminated shall be refunded by Seller.
- 5.0 Price. Unless another currency is specified on the signed SVA Quotation or Sales Order, all monetary amounts are deemed to be expressed in US\$. Unless otherwise specifically set forth in the signed SVA Quotation or Sales Order, the price specified in the signed SVA Quotation or Sales Order shall not include any packaging, shipping or transportation costs or charges for any international or domestic freight, import duties or storage. A handling fee in the amount of \$30.00 shall be added to all Sales Orders for less than \$150.00. Unless otherwise specified in the Sales Order, the price does not include any services related to the Products, including installation, travel, consultation, evaluation, or service. Buyer may return the packaging materials to Seller, at Buyer's own expense, and shall be credited the cost of the returned packaging if such materials are received by Seller in undamaged condition.
- 6.0 Payment. Buyer shall pay for Products in accordance with the terms set forth in the signed SVA Quotation or Sales Order, or as otherwise set forth in a subsequent writing executed by both Buyer and Seller. In no such terms are set forth, Seller shall issue an invoice to Buyer via email or mail to the address of Buyer set forth in the signed SVA Quotation or Sales Order. All invoices are payable no later than fifteen (15) days after receipt by Buyer. Payment shall not be contingent upon any pay to the Buyer from any third party. Seller may, in its discretion, require pre-payment from Buyer, or may require such credit terms as it deems appropriate. Seller may change any credit terms, at any time, in its discretion. If Buyer has a delinquent account with Seller, then any subsequent purchasing orders will not be processed until Buyer's account balance becomes current. Buyer may not set off any sums owed to Seller for any reason.
- 7.0 Taxes. Buyers shall pay, in addition to any invoiced amounts, all taxes, if applicable, upon the production, sale, shipment, or use of the Products, including without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs. In the event that Seller is required to pay any such taxes, Buyer shall reimburse Seller on demand for such payments and any penalties or fees related thereto.
- 8.0 Product Descriptions, Modifications, Improvements. All representations or references on Seller's website, in sales brochures, technical data sheets and offers as to size, weight,

General terms and conditions of sale and delivery

technical specifications, price and other details of the Products are approximate and shall not be binding on Seller unless expressly incorporated in a signed SVA Quotation or Sales Order. Such references are not to be deemed warranties. Seller reserves the right, at any time, to alter, change, or modify the Products without notification to Buyer, provided that the alteration, change, or modification does not adversely affect the price, quality, or substantial function of the Products.

9.0 Risk of Loss. All risk of loss during shipment of the Products shall be in accordance with INCOTERMS (2010) as referenced in the signed SVA Quotation or Sales Order. If no such INCOTERM is referenced, all shipments shall be shipped ex works Seller's facility, Fentress, Texas. In such an event, Seller's responsibility with regard to the Products available for pickup at its facility as noted in the signed SVA Quotation or Sales Order or otherwise in writing. Buyer shall assume the sole responsibility for the transportation and importation of the Products.

10.0 Delivery.

10.1 Shipment; Installments. All dates of delivery set forth in a signed SVA Quotation or Sales Order are approximate and nonbinding. Seller will use commercially reasonable efforts to ship the Products on or before the estimated supply date set forth in the signed SVA Quotation or Sales Order.

10.2 Shipment; Delays. Buyer acknowledges and agrees that lead time will vary according to availability of supply, transportation delays, manufacturing problems and other conditions, and that, consequently, all delivery dates communicated by Seller are estimates. Delay in delivery of any shipment of Products shall not relieve Buyer of its obligations to accept that shipment or any other shipment. Under no circumstances shall Seller, because of late delivery or non-delivery, be liable to Buyer, its agents or any other persons for any special or consequential damages, whether based upon lost goodwill, lost profits, work stoppage, impairment of or breach of contract, negligence or other alleged causes of losses to Buyer.

10.3 Unless otherwise set forth in the signed SVA Quotation or Sales Order, delivery shall be deemed made when Seller makes the Products available for pickup at its facility as noted in the signed SVA Quotation or Sales Order or otherwise in writing.

10.4 Seller reserves the right to deliver in installments. All such installments shall be separately invoiced and paid when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

10.5 Carrier and Routing. Unless otherwise agreed to in a writing executed by Buyer and Seller, Buyer shall select the carrier(s) and routing of each shipment from Seller's facility to its destination. Seller shall assume no responsibility for selection of carriers or other entities involved in the transportation and delivery of the Products, even in the event that Seller is retained or otherwise assumes the responsibility for the transportation of Products. Buyer assumes all responsibility for payment of freight charges to all carriers used to transport the Products and all other

costs associated therewith, regales of whether the freight charges and other costs are reflected in the signed SVA Quotation or Sales Order.

11.0 Claims. Buyer shall inspect the Products immediately upon receipt and shall, within three (3) business days from the date of delivery, give written notice of any claim that the Products do not conform to their description as set forth in the signed SVA Quotation or Sales Order covering the Products or that the Products are damaged. Notations regarding such a claim shall be made on the applicable bill of lading, airwaybill or delivery receipt. If Buyer does not provide such notice within the three (3) day period, the Products shall be deemed accepted by Buyer. Buyer expressly waives any rights it may have to reject or revoke acceptance of the Products after such three (3) day period. In no event, however, shall Seller be responsible for any damage or loss to Products resulting from the transportation, importation or storage of the Products.

12.0 Indemnity. To the extent allowed by state law, Buyer agrees to defend, indemnify and hold Seller, its officers, directors, and employees, harmless from and against losses, damages, expenses, actions, attorney fees, liabilities, penalties, fines, duties as well as for any claims for injury, illness, or death of persons and damage to property arising out of, or in connection with: i) the Products after their delivery; ii) any action or inaction taken by Buyer, its employees, agents or independent contractors, with regard to the services provided with regard to the Products comprising the Sales Order; iii) arising out of or resulting from any violation by Buyer, its employees, agents, or independent contractors, of any applicable law, regulation or other mandate by a competent authority; or iv) the infringement or violation of any third party intellectual property rights which may be suffered by Seller due to the act or omission of Buyer, its employees, agents, or independent contractors.

13.0 Intellectual Property.

13.1 Buyer acknowledges Seller's exclusive right, title, and interest in trademarks, logos and other markings of Seller relating to the Products, as well as in any and all manuals or documents provided by Seller relating to the Products (collectively, "Seller's Marks"), and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair this right, title, and interest.

13.2 Buyer acknowledges that Seller claims and reserves all rights and benefits afforded under federal and international intellectual property laws in all Intellectual Property relating to the Products. "Intellectual Property" means all intellectual property and/or proprietary rights, including without limitation all rights of inventorship and authorship, in inventions, patents, patent applications, and know how, for any Product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, data and databases, and mask works.

13.3 Buyer is not authorized to make any changes, additions, improvements, alterations, or modifications of any sort to the Products. Whether authorized or unauthorized, any changes, additions,

General terms and conditions of sale and delivery

- improvements, alterations, or modifications of any sort to the Products made by Buyer shall insure to the benefit of Seller, and Seller shall have full right, title, and interest in them.
- 13.4 The rights and obligations set forth in this Section shall survive the termination of these terms and conditions.
- 14.0 Security Interest. Buyer hereby grants a security interest in the Collateral to the Seller to secure the payment and performance of the Obligations listed below. The Collateral shall consist of all now owned and hereafter acquired and wherever located Products, as defined in Article 9 of the Uniform Commercial Code as enacted in Georgia, which are Products acquired by the Buyer from Seller, and, all proceeds (cash and non-cash) and products of the foregoing. The obligations shall consist of: (i) all of Buyer's present and future indebtedness and obligations to Seller; (ii) all amounts owed under any modifications, additional advances, renewals, extensions or substitutions of any of the foregoing obligations; (iii) all costs associated with Seller's exercise of its rights hereunder; and (iv) any of the foregoing that may arise after the filing of a petition by or against Buyer under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code 362 or otherwise. Any capitalized term used in this Section 16, and not otherwise defined in these terms, shall have the meaning given to it in Article 9 of the Georgia Uniform Commercial Code. Buyer agrees to execute and deliver to Seller any and all documents necessary to perfect Seller's security interest, including all financing statements.
- 15.0 Cancellation for Default. Seller reserves the right to cancel all or any part of any part of any Sales Order, without liability to Seller, if Buyer fails to perform under any applicable provision of these terms and conditions or of any applicable Sales Order and the failure is not cured within ten (10) days after delivery of written notice to Buyer by Seller. In the event of cancellation, Seller may exercise all rights and remedies available to it hereunder and under law.
- 16.0 Remedies. Seller's remedies shall be cumulative and shall include any remedies allowed by law. Seller's waiver of any breach by Buyer shall not constitute a waiver of any other breach of the same or any other provision. Acceptance of any payments shall not waive any breach. In any dispute involving moneys owed to Seller, Seller shall be entitled to all costs of collections, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is greater, unless Seller agrees to a lower amount. The confiscation or detention of a shipment by any governmental authority shall not affect or diminish the liability of the Buyer to the Seller to pay all charges or other money due promptly on demand.
- 17.0 Insolvency. Seller shall have the right to cancel any outstanding Sales Order or any part thereof, without any liability whatsoever in the event of (i) insolvency, or anticipated insolvency, of Buyer, (ii) commencement of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Buyer; or (iii) the appointment of an assignee for the benefit of creditors of Buyer or a receiver or trustee for Buyer.
- 18.0 Mediation. Any controversy or claim arising out of or relating to these terms and conditions, or the breach thereof, shall first be submitted to mediation prior to either party filing litigation.
- 19.0 Force Majeure. Seller shall not be liable for any delay in performance of its obligations and responsibilities under a Sales Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection, or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay.
- 20.0 Governing Law. These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Texas, and venue for any cause of action shall be the Federal Courts for the Western District of San Antonio.
- 21.0 Severability. If any provision of a Sales Order, including these terms and conditions, shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in and respect, such adjudication shall not affect or modify any other provision of the Sales Order, or these terms and conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.
- 22.0 Notice. Any notice or other communication required or permitted by these terms and conditions must be given in writing and must be delivered by personal delivery (including personal delivery by overnight courier such as Federal Express, DHL, or similar overnight courier), first class mail (registered or certified), telecopy or e-mail (with a copy sent by personal delivery or first class mail), in each case addressed as follows, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notice will be deemed given when received or delivered to the principal business address of the relevant party.
- 23.0 Miscellaneous. Seller reserves the right to change, modify, add, or delete portions of these terms and conditions from time to time without further notice. The headings contained in these terms and conditions are included for convenience and shall not affect the language included herein.
- 24.0 Entire Agreement. Except as provide for herein, these terms and conditions, together with the signed SVA Quotation or Sales Order contain all of the terms and conditions governing the sale of the Products and may not be modified or amended by Buyer except by written agreement duly executed by the parties. Aside from the terms of any signed SVA Quotation or Sales Order, all prior agreements, negotiations and undertakings, whether oral or written, are superseded by these terms and conditions.