

## 1. Sales Agreement.

1.1 **Terms Incorporated by Reference.** These SafePath Terms and Conditions for Sale of Goods (these "Terms") form part of that certain sales agreement (together with any exhibits, schedules, attachments and appendices thereto, this "Agreement") by and between Cashman Equipment Company d/b/a SafePath as seller ("Seller") and any third party as buyer or potential buyer ("Buyer") of the goods (the "Goods") described in this Agreement. Buyer and Seller are sometimes referred to individually as a "Party" and collectively as the "Parties."

1.2 **Commercial Terms.** Certain commercial terms related to the sale of the Goods (including price, quantity and Delivery Location (as defined below)) shall be set forth separately in this Agreement.

1.3 **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous oral or written understandings, agreements, proposals, discussions, correspondence, representations, warranties and covenants regarding such subject matter. All representations, promises, warranties or statements by an agent or employee of Seller that differ in any way from this Agreement hereof shall be given no effect or force. No course of prior dealings, acceptance or acquiescence in a course of performance and no usage of the trade shall be relevant to supplement, explain or modify this Agreement.

1.4 **Amendments.** No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless in a writing signed by an authorized representative of Seller.

1.5 **Waiver.** No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of Seller. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement: (a) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or (b) any act, omission or course of dealing between the Parties. Unless otherwise specified, remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity. The receipt, acceptance and/or negotiation of, or any endorsement on, any check or draft received from one Party will not operate to waive or release, in whole or in part, any claim of the other Party arising hereunder or in connection herewith (except as to the portion thereof actually received by the other Party in cash or other good funds).

1.6 **Order of Priority.** In the event of a conflict between these Terms and any term or condition set forth in this Agreement or any other instrument, document, website, request for proposal, purchase order or written communication by and between the Parties (each, a "Document"), these Terms shall control unless such Document shall (a) specifically identify these Terms by name, (b) explicitly state which terms and conditions contained within the Document control and (c) be executed by an authorized representative of Seller.

## 2. Ordering Procedure.

2.1 **Purchase Orders.** By issuing an order for Goods to Seller (a "Purchase Order"), Buyer makes an offer to purchase such Goods pursuant to this Agreement.

2.2 **Acceptance and Rejection of Purchase Orders.** Seller has no obligation to accept any Purchase Order; however, Seller may accept a Purchase Order (whether submitted by Buyer or via acceptance of a bid or quote) by confirming the Purchase Order in writing or by delivering the applicable Goods to Buyer, whichever occurs first (each accepted Purchase Order, an "Order"). Seller may reject a Purchase Order without liability or penalty and without constituting a waiver of any of Seller's rights or remedies under this Agreement.

2.3 **Cancellation or Modification of Orders.** Buyer shall be obligated to purchase from Seller the quantities of Goods specified in an Order. Cancellation or modification of all or part of any Order is subject to Seller's prior written consent in each instance. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller as a result of such cancellation or modification.

## 3. Shipment, Delivery, Acceptance and Inspection of Goods.

3.1 **Shipment.** Seller shall select the method of shipment of and the carrier for the Goods. Seller, in its sole discretion, without liability or penalty, may make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale and Buyer shall pay for the Goods shipped in accordance with the payment terms

specified in this Agreement, whether such shipment is in whole or partial fulfillment of an Order.

3.2 **Delivery.** Unless otherwise agreed to in writing by the Parties, Seller will, at Buyer's cost and expense, deliver the Goods to the location specified in the Order (the "Delivery Location") using Seller's standard methods for packaging and shipping.

3.3 **Late Delivery.** Any time quoted for delivery is an estimate only; provided, however, that Seller shall use commercially reasonable efforts to deliver all Goods within a reasonable time consistent with the Order.

3.4 **Transfer of Title and Risk of Loss.** Title to Goods shipped under any Order passes to Buyer upon Buyer's payment in full for the Goods. Risk of loss or damage passes to Buyer upon delivery of Goods to the carrier.

3.5 **Inspection.** Buyer shall inspect Goods received under this Agreement within seven (7) days following receipt of such Goods (the "Inspection Period") and either accept or, only if any such Goods are Nonconforming Goods (as defined below), reject such Goods. "Nonconforming Goods" means any Goods received by Buyer from Seller pursuant to an Order that: (a) do not conform to the specification of the applicable Order; (b) contain significant defects in material and workmanship; or (c) exceed (and then only to the extent exceeding) the quantity of Goods ordered by Buyer pursuant to an Order. Where the context requires, Nonconforming Goods are deemed to be Goods for purposes of this Agreement.

## 4. Price and Payment.

4.1 **Price.** Buyer shall purchase the Goods from Seller at the prices set forth in the Order, or if no prices are set forth in the Order, at Seller's then-current list price for such Goods (the "Prices"). Prices for future orders are subject to change without notice to Buyer.

4.2 **Shipping Charges and Taxes.** All Prices are exclusive of, and Buyer is solely responsible for, and shall pay all taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld or assessed by any governmental authority, with respect to, or measured by, the manufacture, sale, shipment, use or Price of the Goods (including interest and penalties thereon); provided, however, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property.

4.3 **Payment Terms.** Buyer shall pay to Seller all invoiced amounts within thirty (30) days from the date of such invoice. Buyer shall make all payments in US dollars by check or wire transfer.

4.4 **Late Payments.** Buyer shall pay interest on all late payments calculated daily and compounded monthly, at the lesser of the rate of one and one-half percent (1.5%) per month and the highest rate permissible under applicable law. Buyer also shall reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs. In addition to all other remedies available under this Agreement or at law (which Seller does not waive by the exercise or waiver of any other rights under this Agreement), if Buyer fails to pay any undisputed amounts when due under this Agreement, Seller may suspend the delivery of any Goods.

4.5 **No Set-off Right.** Buyer shall not have, and acknowledges that it does not have, any right, under this Agreement, any Order, or any other agreement, or under law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller.

4.5 **Unsatisfactory Credit Status.** Buyer shall furnish Seller with statements evidencing Buyer's financial condition as Seller may, from time to time, reasonably request, and shall notify Seller immediately of any and all events that may have a material adverse effect on Buyer's business or financial condition. If Seller determines in its sole discretion that Buyer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Seller's other rights, Seller may without liability or penalty take any of the following actions:

- (a) require that Buyer provide a standby letter of credit satisfactory to Seller in its sole discretion;
- (b) accelerate all amounts owed by Buyer to Seller under this Agreement;
- (c) modify the payment terms specified in Section 4.3 (*Payment Terms*) for outstanding and future Orders, including requiring Buyer to pay cash in advance;
- (d) cancel any previously accepted Orders;
- (e) delay any further shipment of Goods to Buyer;
- (f) terminate this Agreement; or
- (g) any combination of the above.

No actions taken by Seller under this Section 4.5 (nor any failure of Seller to act under this Section 4.5) constitute a waiver by Seller of any of its rights to enforce Buyer's obligations under this Agreement including, but not limited to, the obligation of Buyer to make payments as required under this Agreement.

## **5. Term; Termination.**

**5.1 Termination.** In addition to any remedies that may be provided under this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any terms of this Agreement, in whole or in part; or (c) 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.

**5.2 Effect of Expiration or Termination.** Any termination under this Agreement automatically operates as a cancellation of any deliveries of Goods to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Goods had been accepted by Seller. With respect to any Goods that are still in transit upon termination of this Agreement, Seller, in its sole discretion, may require that all sales and deliveries of such Goods be made on either a cash-only or certified-check basis.

## **6. Limited Warranty.**

**6.1 Limited Product Warranty.** Seller warrants to Buyer that (a) no Goods will be Nonconforming Goods and (b) Buyer will receive good and valid title to the Goods, free and clear of all encumbrances and liens of any kind (the "Limited Warranties").

**6.2 Warranty Limitations.** The Limited Warranties do not apply to any Goods that (a) have been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller; or (b) have been altered in any way by anyone other than Seller.

**6.3 Buyer's Exclusive Remedy.** Notwithstanding any other provision of this Agreement, this Section 6.3 contains Buyer's exclusive remedy for a breach of Section 6.1 (*Limited Product Warranty*). Buyer's remedy under this Section 6.3 with respect to Nonconforming Goods is conditioned upon Buyer's compliance with clauses (a) – (c) below:

- (a) prior to the expiration of the Inspection Period, Buyer must request an authorization from Seller to return the Nonconforming Goods (a "Return Authorization");
- (b) prior to the expiration of the Inspection Period, Buyer must provide Seller with: (i) the part number or description of the Goods; (ii) the Order number; (iii) the quantity of Goods to be returned; and (iv) a detailed description of all defects and nonconformities; and
- (c) Upon Buyer's receipt of a Return Authorization from Seller, Buyer shall return the Goods to Seller in accordance with such Return Authorization.

All defects and nonconformities that are not so specified will be deemed waived by Buyer, and such Goods shall be deemed to have been accepted by Buyer. Seller shall determine, in its reasonable discretion, whether any Goods returned by Buyer in accordance with a Return Authorization are Nonconforming Goods. If Seller determines that returned Goods are Nonconforming Goods, Seller shall at its option either: (i) replace such Nonconforming Goods with conforming Goods; or (ii) refund to Buyer such amount paid by Buyer for such Nonconforming Goods. THIS SECTION 6.3 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PRODUCT WARRANTY SET FORTH IN THIS SECTION 6.

**6.4 Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6: (a) NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (b) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 6. Any warranty by Seller shall be null and void and have no legal effect if Buyer has failed to pay for the Goods at issue.

## **7. Limitation of Liability.**

**7.1 No Liability for Consequential or Indirect Damages.** IN NO EVENT SHALL SELLER OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**7.2 Maximum Liability for Damages.** IN NO EVENT SHALL SELLER'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 LESSER OF: (a) TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE CLAIM; AND (b) \$25,000.

**7.3 Assumption of Risk.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE RELATED TO THE USE OF SUCH GOODS.

**8. Intellectual Property Rights.** Buyer acknowledges and agrees that all intellectual property rights relating to the manufacturing of the Goods are the sole and exclusive property of Seller or its third party licensors, and Buyer shall not acquire any ownership interest in any such intellectual property rights under this Agreement. Any goodwill derived from the use by Buyer of such intellectual property rights inures to the benefit of Seller or its third-party licensors. Without limiting the foregoing, all tooling, patterns, casting patterns, molds and documentation (including engineering specifications and test reports) used by Seller in connection with the manufacture and sale of the Goods, together with any accessions, attachments, accessories, substitutions, replacements and appurtenances thereto (the "Tooling") are owned by Seller or its third party licensors and Buyer has no right, title, or interest in or to any of the Tooling.

**9. Confidentiality.** From time to time during the term of this Agreement, Seller may disclose or make available to Buyer non-public proprietary and confidential information that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and promptly thereafter is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of Buyer's breach of this Section 9; (b) is or becomes available to Buyer on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Buyer's possession prior to Seller's disclosure hereunder; (d) was or is independently developed by Buyer without using any Confidential Information; or (e) is disclosed to a third person by Seller without similar restrictions. Buyer shall (i) protect and safeguard the confidentiality of Seller's Confidential Information with at least the same degree of care as Buyer would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use Seller's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to Buyer's representatives who need to know the Confidential Information to assist Buyer, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If Buyer is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Seller of such requirements to afford Seller the opportunity to seek, at Seller's sole cost and expense, a protective order or other remedy. Seller shall be entitled to injunctive relief for any violation of this Section 9.

**10. Indemnity.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES,

DEFICIENCIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, FINES, CAUSES OF ACTION, DAMAGES, LIABILITIES, COSTS, PENALTIES, TAXES, ASSESSMENTS, CHARGES, PUNITIVE DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED AS A RESULT OF (a) ANY BREACH BY BUYER OF THIS AGREEMENT OR ANY APPLICABLE LAW OR (b) ANY ACT OR OMISSION OF BUYER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.

#### 11. Miscellaneous.

11.1 **Relationship of the Parties.** Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employer/employee, franchise or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The relationship between Seller and Buyer under this Agreement is intended to be that of buyer and seller. Buyer is an independent contractor and neither it nor its employees, shall under any circumstances, be considered to be agents or employees of Seller. Neither Party shall have the right to enter into contracts or commitments in the name of the other or to bind the other in any respect whatsoever.

11.2 **Severability.** If any provision of this Agreement shall be deemed invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration to the purpose and economic substance of this Agreement, or if no such modification shall be possible, deleted, and the remainder of this Agreement will remain valid and enforceable.

11.3 **Assignment.** Buyer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 11.3 is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

11.4 **No Third Party Beneficiaries.** This Agreement benefits solely the Parties and their respective permitted successors and assigns. Nothing in this Agreement, whether express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.5 **Headings.** Headings are for reference only and do not affect the interpretation of this Agreement.

11.6 **Interpretation.** Any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

11.7 **Force Majeure.** Seller shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Seller's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, an inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

11.8 **Communications.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Communication") must be in writing and addressed to the other Party at its address that the receiving Party has designated in accordance with this Section 11.8. Unless otherwise agreed, all Communications must be delivered by facsimile, e-mail, personal delivery, courier or certified or registered mail (return receipt requested, postage prepaid). A Communication is effective only on receipt by the receiving Party if the Party giving the Communication has complied with the requirements of this Section 11.8. Communications shall be deemed received (a) if given by facsimile or e-mail, on the date of transmission if sent prior to 3:00 p.m. (PT) on a business day and otherwise on the following business day; (b) if by courier or personal delivery, on the date of delivery; and (c) if by mail, two (2) days after the date of mailing.

11.9 **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

11.10 **Applicable Law/Venue.** This Agreement (and all matters arising out of or relating to this Agreement) will be governed in all respects by the laws of the State of Nevada without regard to any choice or conflict of law provisions. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts situated in Clark County in the State of Nevada and waives all claims that such courts lie in an inconvenient forum.

11.11 **Waiver of Jury Trial.** EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BREACH OF DUTY, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS), AND WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY (a) UNDERSTANDS THAT THIS IS A WAIVER OF IMPORTANT LEGAL RIGHTS AND (b) ACKNOWLEDGES HAVING HAD A REASONABLE OPPORTUNITY TO DISCUSS THIS WAIVER AND ITS EFFECTS WITH LEGAL COUNSEL.

11.12 **Dispute Resolution.** Any dispute or controversy arising under or in connection with this Agreement shall first be resolved by informal discussion between senior management of the Parties. If informal discussion fails to produce a resolution, the Parties must then attend non-binding mediation in the County of Clark, Nevada with a mutually agreeable mediator. If mediation fails to produce a resolution, or if the Parties cannot agree on a mediator, any dispute or controversy arising out of or relating to this Agreement shall be settled by binding arbitration. Either Party may initiate arbitration, which shall be conducted in the County of Clark, Nevada in accordance with the commercial arbitration rules of JAMS. Each Party shall share equally the cost of the arbitration and shall bear its own attorneys' fees, unless the arbitrator awards such fees and costs to a Party. The arbitrator shall not have the power to award any punitive damages.

11.13 **Enforcement.** Subject to Section 11.12 (*Dispute Resolution*), Buyer shall pay all costs Seller may incur in enforcing or exercising its rights under this Agreement, whether or not suit is filed.

11.14 **Survival.** Provisions of this Agreement that by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, Sections 6.3 (*Buyer's Exclusive Remedy*), 6.4 (*Disclaimer of Warranties*), 7 (*Limitation of Liability*), 9 (*Confidentiality*), 10 (*Indemnity*), 11.6 (*Interpretation*), 11.10 (*Applicable Law/Venue*), 11.11 (*Waiver of Jury Trial*), 11.12 (*Dispute Resolution*), 11.13 (*Enforcement*) and 11.14 (*Survival*).