SafePointSAFEPOINT SCIENTIFIC PURCHASE & SALE AGREEMENT

This Purchase & Sale Agreement ("Agreement") is made between Safepoint Scientific, LLC, a New Jersey limited liability company with a principal office and place of business at 1008 Industrial Drive, Unit D, West Berlin, NJ 08091 ("Safepoint"), and the customer identified on an Order Form referenced in and subject to the terms and conditions of this Agreement (the "Customer"). Safepoint and Customer may each be referred to as a "party" or the "parties" hereunder. By executing an Order Form with Safepoint, Customer agrees to be bound by the terms and conditions of this Agreement. The provisions of this Agreement will apply to all sales by Safepoint, purchases by Customer and related services shall govern all Order Forms entered into between Safepoint and the Customer.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Scope of this Agreement; Definitions & Interpretation of Terms

1.1 **Scope of Agreement.** Subject to the terms and conditions of this Agreement, Customer agrees to purchase Devices from Safepoint, and Safepoint agrees to sell Devices to Customer, all as set forth on an Order Form entered into by the parties in accordance with the provisions of this Agreement.

1.2 **Definitions.** Although other terms may be defined elsewhere in this Agreement in the context in which they are used, with respect to those terms below, the following definitions shall apply:

(a) "**Documentation**" means all documentation, instructions, specifications and other materials applicable to the receipt, installation, use and configuration of Products, as provided to Customer by Safepoint, whether created by Safepoint or a manufacturer or supplier.

(b) "**Order Form**" means to the ordering document, substantially in the form of the attached Exhibit A, pursuant to which Customer orders Products from Safepoint under the terms and conditions of this Agreement (including a Quotation Form that becomes an Order Form as described and in accordance with the procedures set forth in Section 2.2 below). Each Order Form must be mutually agreed upon and once signed by an authorized representative of both parties shall be incorporated into and form a part of this Agreement as if fully set forth herein.

(c) "**Product**" means any and all items of equipment, devices, materials or other items set forth and described on an Order Form, including software, firmware, programming, Documentation, instructions and other materials provided by Safepoint to Customer in connection with the sale of Products; provided however that Product IP is not sold by Safepoint or purchased by Customer, but is solely licensed for use exclusively in connection with Customer's use of each Device as more specifically set forth in Article 6.

(d) "**Product IP**" means any and all software, firmware, programming, documentation and/or any other intangible property or property that is protected by intellectual property, industrial property, trade secret or other laws applicable to the subject matter, whether owned by Safepoint or by any licensor, supplier, vendor, distributor, manufacturer or other third party provider to Safepoint, and terms such as "sale", "sell", "buy", "purchase" ,"provided to" or any similar or equivalent terms shall not mean or be construed to mean any transfer, assignment or conveyance of ownership or any right, title or interest in and to the Product IP, but rather a license and grant of a right to use the Product IP together with, and only together with, Customer's permitted and proper use of the Product to which the Product IP relates.

(e) "**Quotation Form**" means a written quotation and offer to sell Products, substantially in the form of the attached Exhibit B. As more fully described in this Agreement, a Quotation Form, if agreed and signed by Customer, once counter-signed by Safepoint shall become an Order Form unless the Customer and Safepoint mutually agree and enter into a separate Order Form applicable to the Products set forth on the Quotation Form.

(f) "**Services**" means any maintenance, support and/or any other services provided by Safepoint to Customer in connection with the purchase by Customer of Products, as set forth on the Order Form. Unless expressly stated or the

context clearly requires a separate interpretation, references to Products shall mean and be construed to mean and include the Services applicable to the Products on the Order Form.

(g) '**Territory**" means the 50 States of the United States of America, the District of Columbia (Washington, DC), Puerto Rico, and Canada

1.3 **Interpretation and Construction of Terms**

(a) The term "Agreement" or "this Agreement" shall mean and include all Order Forms, exhibits, attachments and other documents specifically referred to in this Agreement and/or each Order Form and references to any particular article or section of this Agreement shall be deemed to include all subsections or paragraphs included therein.

(b) The terms "include" and "including" shall be construed comprehensively, inclusively and as illustrative, and not as limiting or exclusive. In other words, they shall be considered to mean "without limitation" or "including, but not limited to," in the context of their use.

(c) References to "law" or "applicable law" means and shall be construed to mean any statute, law, rule, ordinance, regulation, code, order, treaty, common law, judgment, judicial or decree of any governmental or judicial authority having jurisdiction over either party or the subject matter of this Agreement.

(d) References to a "person" shall mean and include any individual, corporation, partnership, limited liability company, trust, unincorporated organization, business enterprise, association, joint venture or other legally recognized entity. References to an "individual" refers to a natural person unless the context clearly indicates otherwise and shall be construed to refer to male, female, neutral or any other gender identification that may apply to a natural person.

(e) Singular or plural shall also refer to plural or singular, if and as applicable.

(f) Terms such as "disclose", "disclosure" or variations of those terms shall include within its plain meaning, making available, providing, providing access or any circumstance, act or failure to act that enables one party to know or have the ability to know the information, data, content or any other material or items, tangible or intangible, of the other.

(g) Any variation of any defined term for purposes of conjugation, grammar, use of past, present or future tense, shall have the corresponding meaning as the underlying originally defined term.

2. Ordering Products

2.1 Customer may initiate a request to order Products by contacting Safepoint, by providing Safepoint with a Customer purchase order, by notifying Safepoint of acceptance of a Quotation Form or by any other means mutually agreed by the parties. Regardless of the mechanism by which Customer chooses to order Products, Safepoint will, in cooperation with the Customer, generate an Order Form reflecting the Products being ordered. Each Order Form shall include the Products being ordered, the Prices (as defined in Section 3.1 below) applicable to the Products, the schedule for expected shipment and delivery of the Products, any Services and associated Fees, if applicable, that are to be provided by Safepoint as part of the Order Form, and any other terms and conditions the parties mutually agree to include that are relevant to the Order Form.

(a) Customer acknowledges, understands and agrees that only the terms and conditions of this Agreement, and any mutually agreed additional or modified terms and conditions applicable to and set forth on an Order Form, if any, shall exclusively represent and constitute the terms and conditions that apply to Customer's purchase and Safepoint's sale of Products. No other, different, inconsistent, conflicting, supplementary or additional terms or conditions, whether pre-printed, legended, added or included in any purchase orders, instruments, documents, exchanges of information or otherwise, are or shall be relevant or apply, legally binding or enforceable by or against either party. Customer understands and agrees that Safepoint is relying upon the terms and conditions in this Agreement in order to sell and be willing to sell Products to Customer

and would not agree to do so, but for Customer's agreement to exclusively be legally bound by the terms and conditions of this Agreement with respect to the purchase and sale of Products hereunder.

2.2 Once the Order Form, as described in Section above is mutually agreed upon and signed by an authorized representative of each party, the Order Form shall be incorporated into this Agreement and form a part hereof and the Products set forth on the Order Form shall be deemed ordered. Customer may also have a Quotation Form signed by an authorized representative of Customer and return the signed Quotation Form and if Safepoint agrees to accept the Quotation Form signed and returned to by Customer, Safepoint shall counter-sign the Quotation Form whereupon the Quotation Form shall become and be an "Order Form" as that term is used in this Agreement; provided, however, Safepoint has no obligation to accept or counter-sign any Quotation Form if it has been altered, if Safepoint does not receive the Quotation Form signed by Customer before the expiration date, if any, set forth on the Quotation Form, or Safepoint is unable or unwilling, for any reason or no reason, to agree and counter-sign the Quotation Form in its sole discretion and determination.

3. Prices

3.1 Safepoint will sell Products to Customer and Customer agrees to purchase Products, at the prices set forth on the Order Form and unless otherwise mutually agreed, shall be at Safepoint's then-current standard prices (for each Product, the "**Price**"). Except for Prices for Products on a fully executed Order Form, Safepoint may change its Prices for any and/or all Products at any time and from time to time without notice.

(a) Prices for Products do not include, and Customer is responsible for the payment of, any and all taxes, excise fees, duties, tariffs, assessments or other amounts imposed or levied by any taxing authority ("taxes"), except for taxes based on Safepoint's income). Unless Customer provides Safepoint with a tax exemption certificate acceptable to the taxing authorities, Safepoint will invoice Customer for any taxes together with the invoice for the Products involved.

3.2 Unless otherwise provided on the Order Form, the Customer's initial order will require prepayment of the amounts due (Prices and applicable taxes) and Safepoint will invoice Customer once the Order Form is executed by both parties and begin preparing the Products for shipment after payment has been made by Customer. Additional Products ordered by Customer shall be invoiced and paid as set forth on the Order Form, but if no payment schedule is on the Order Form invoices will be paid within thirty (30) days of the date of the invoice.

(a) If Customer, acting in good faith, believes that any invoice from Safepoint is inaccurate, Customer shall submit the disputed amounts in writing to Safepoint, together with reasonable substantiation for the basis of the disputed amounts, within fifteen (15) days of the date of the invoice. If no notice and substantiation of a dispute is received by Safepoint within the time period required above, the invoice will be deemed correct and accepted and Customer shall be deemed to have waived any right to dispute the validity, amount or information on the invoice. Safepoint and Customer will use all reasonable commercial efforts to reconcile and settle any disputes as soon as practicable; provided, however, that no disputed amount shall relieve Customer of the obligation to pay undisputed amounts as required hereunder. All inquiries, communications regarding Customer's accounts, invoices and other financial matters, in addition to any other means, should be sent by email to Safepoint at accounting@safepointscientific.com.

3.3 If Safepoint does not receive payment of any invoice by the payment due date, any and all amounts then unpaid and outstanding, including that invoice, shall become immediately due and payable. If Customer has a credit balance of any amount in Customer's account with Safepoint, Safepoint reserves the right to apply any or all of such credit to pay any and all unpaid and outstanding amounts due under any invoices. Safepoint shall have the right, and Customer agrees to pay, interest on all amounts outstanding and unpaid, at the rate of 1.5% per month, calculated daily, or the maximum rate permitted by law, whichever is lower. In addition, Customer shall be responsible, upon receipt of an invoice, for reimbursing Safepoint for any and all costs and expenses incurred in collecting and attempting to collect any undisputed

unpaid outstanding amounts due to Safepoint, including, the costs and expenses of collection agencies, attorneys' fees, court costs and fees, bankruptcy court, or in any insolvency proceedings.

4. Shipment & Delivery

4.1 Safepoint will use reasonable commercial efforts to ship Products on the shipment dates set forth on the Order Form, but shall not be responsible for delays caused by shortages of materials, manufacturing resources, backlogs in shipping, inventory or other causes beyond Safepoint's control. If there is any delay, Safepoint will notify Customer of the new anticipated shipment dates once it can be reasonably determined.

4.2 Products are shipped Prepaid and Add (incoterm PPA+Add) unless otherwise specified on the Order Form will invoice Customer for all shipping, rigging and drayage, insurance while in transit and other charges applicable to the shipment of Products to the Customer, together with invoices for the Products and if there are any additional charges, costs or expenses not known or quantifiable at the time of shipment, Safepoint will invoice Customer for the additional charges, costs and expenses once determined. and Safepoint chooses a carrier and negotiates freight rates. Safepoint pays the carrier for the transportation services. If Customer requests expedited shipping, Safepoint will use commercially reasonable efforts to fulfill Customer's request, and Customer agrees to be responsible for all additional costs, expense or other charges applicable to such expedited delivery. Risk of loss, damage, delay or failure in the shipment of Products passes to Customer once the Products are delivered by Safepoint to the shipping carrier's possession and control.

5. Returns and Repairs

5.1 If, within thirty (30) days of receipt and excluding any non-returnable items, Customer wishes to return a Product in its unopened original packaging, with all original and unused instructions, documentation and packing material, in a condition that Safepoint determines the Product could be sold as new ("New Condition"), Customer will notify Safepoint. If Safepoint, at its sole option and determination, agrees to accept the Product return, Safepoint will issue a return merchandise authorization (RMA) and allow Customer to return the Product for a credit against future orders from Safepoint. Customer is responsible for returning the Product to Safepoint in New Condition, including all costs and expenses involved, and Safepoint has the right to inspect and confirm if the Product is in New Condition or not. Safepoint will notify Customer whether the New Condition requirement is met, and if so, Safepoint will issue a credit to the Customer's account that can be used for future orders from Safepoint. Special order Products may not be returnable or may be returned subject to deduction in the amount of credit issued to the Customer.

5.2 If Customer believes, in good faith, any Product is defective as delivered (i.e., bad-out-of-box) and not due to any damage in transit or handling by Customer or while in Customer's possession and is not covered by Customer's insurance, Customer shall contact Safepoint describing the defect and subject to any limitations, policies or conditions imposed by the manufacturer, Safepoint may issue an RMA and allow Customer to return the Product, following the same return procedures and in accordance with the same obligations described in Section 5.1 above; provided, however, if a defect is claimed by Customer, Safepoint will arrange to have the manufacturer inspect the Product and if the manufacturer determines the Product is not initially defective or not otherwise new, or is not able to function properly as a result of damage, alteration or abuse, no credit shall be issued to Customer and Customer shall be responsible for paying the full Price and associated charges, costs and expenses for any replacement Product shipped to Customer.

5.3 For a period of ninety (90) days after receipt of a Product by the Customer (the "**Warranty Period**"), Safepoint will, or will arrange, at no cost to Customer, to replace or repair any Product that does not function or perform in accordance with the Documentation; provided, however, that the foregoing repair or replacement warranty shall only apply if the Product is properly installed and used in accordance with the Documentation and has not been altered, damaged, abused, subjected to abnormal conditions, neglect and/or improper use.

5.4 If any repairs not covered by the provisions of Section 7.2 above are requested by the Customer, either during the Warranty Period or at any time thereafter, Customer shall contact the manufacturer directly or may contact Safepoint to

assist in coordinating the repair or replacement. In such event, Customer shall bear the entire cost and expense associated with arranging, coordinating and effecting the necessary repairs and/or ordering and shipping a replacement Product to the Customer. Customer acknowledges, understands and agrees that any request for repairs outside the Warranty Period under this Agreement or the warranty provided by the manufacturer, will or will not be agreed in the sole discretion and determination of Safepoint or, if applicable, the manufacturer.

6. Ownership; Intellectual Property Rights

6.1 Title to each Product sold by Safepoint to Customer hereunder passes to Customer when Customer has paid Safepoint in full the Price of the Product, all charges, fees, costs and expenses, associated with the sale, shipment and delivery of the Product and any other unpaid amounts due and outstanding from Customer. Without affecting any other rights or remedies available to Safepoint at law, in equity or under this Agreement, Safepoint retains a purchase money security interest in any and all Products delivered to Customer, to the extent and in the amount of any and all unpaid amounts due and outstanding from Customer, including the Price for the Product.

6.2 Product IP is incorporated into the Products sold to Customer hereunder; provided, however, with respect to Product IP Customer is only purchasing a right and license to use the Product IP in conjunction with and as incorporated into the Product. For the avoidance of any ambiguity or doubt, no Product IP is sold, transferred , assigned or conveyed, nor does Customer obtain any right, title or interest in or to any Product IP beyond the explicit provisions of this Agreement which grants Customer a perpetual, royalty-free right and license to use such Product IP only with Customer's permitted and proper use of the Product to which the Product IP relates. To the extent any third party intellectual property is part of the Product IP included within any Product, the provisions of this Agreement applicable to Product IP shall also apply in the same manner as any such third party intellectual property. Any and all intellectual property and/or other rights applicable to Product IP not expressly granted to Customer are hereby expressly reserved.

6.3 Except in connection with Customer's proper use of Products as set forth in the applicable Documentation, Customer shall not use any Product IP for any other purpose or in any other manner. Customer shall not, directly or indirectly, copy, modify, license, sublicense, distribute, create derivative works, rent, sell, or circumvent access right, decompile or reverse engineer any Product IP, nor shall Customer create or develop or attempt to create or develop, any software, firmware, programming, documentation and/or any other intangible property based in whole or in part on any Product IP, nor any that provides comparable, equivalent or otherwise competitive features, functions, characteristics or attributes.

7. Representations & Warranties

7.1 Each party represents and warrants that: (a) it is duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and qualified to do business under the laws of any jurisdiction requiring such qualification; (b) it has the right, authority and ability to enter into this Agreement and each Order Form and perform the obligations set forth herein and therein; (c) the execution of this Agreement and each Order Form, by its representative whose signature is set forth herein and/or therein, has been duly authorized by all necessary action of such party; (d) when executed and delivered by both parties, this Agreement and each Order Form entered into in accordance with the provisions of this Agreement, will constitute a valid and binding contract legally enforceable in accordance with its terms; and (e) each party will comply with all applicable laws in the performance of its obligations under this Agreement and each Order Form.

7.2 Customer represents and warrants to Safepoint that Customer will: (a) only use Products as provided in the Documentation; (b) not alter or modify any Product or combine any Product with any other items, tangible or intangible, that does or might alter, modify or in any way change any features or functions of any Product; (c) not interfere or tamper with the proper and intended use of any Product.

7.3 Safepoint represents and warrants to Customer that: (a) as and when shipped to the Customer, each unaltered Product does not infringe or misappropriate the intellectual property or proprietary rights of any third party; (b) the Products will, in

all material respects, when properly installed, configured and operated in accordance with the Documentation provided by Safepoint for the Product, perform, function and operate substantially as described in such Documentation; and (c) during the Warranty Period, Safepoint will repair or replace a defective or malfunctioning Product in accordance with the provisions of Section 5.3 above..

7.4 Except for the express representations and warranties set forth in this Article 7, neither party makes any other representations or warranties under this Agreement, express, implied or statutory, including any warranties of merchantability or fitness for a particular purpose, nor any representations or warranties that might otherwise arise based on the course of dealing, usage or trade practices. Safepoint's warranties do not include, and Safepoint is not liable or responsible for any third party intellectual property, materials or any other items, tangible or intangible, that may be included with or incorporated into any Products, including any Product IP, and except as expressly provided above, in all other respects, the Products are sold "as is" and "where is" as shipped to the Customer. Without limiting the generality of the foregoing, Safepoint disclaims any and all representations or warranties that Products: (a) will be suitable to Customer's purposes or meet Customer's requirements; (b) will achieve any specific or intended results for Customer or any third party; (c) may not be compromised or circumvented or will operate without interruption or in a secure or error-free manner or.

8. Term and Termination

8.1 This Agreement shall be effective commencing on the date the first Order Form becomes effective as set forth in Section 8.2 below and shall continue for so long as any Order Form or any other agreement between Customer and Safepoint remains in effect, including any agreements for professional services, maintenance, support or otherwise.

8.2 Each Order Form shall become and be effective on the earliest of: (a) the date signed by both parties; or (b) the date a Quotation Form signed by Customer is accepted and counter-signed by Safepoint; or (c) the date when any Product specified on the Order Form is shipped from Safepoint to Customer; (d) or the specific effective date mutually agreed and set forth on the Order Form. Each Order Form shall be for an initial term of one (1) year unless otherwise specified on the Order Form (the "Initial Term") and unless extended by mutual agreement or terminated as permitted hereunder, shall automatically renew for subsequent one (1) year terms (each, a "Renewal Term"). Notwithstanding the foregoing, at any time and from time to time, the parties my mutually agree to extend the term of any Order Form for any other fixed period of time (a "Term Extension"). The Initial Term, each Renewal Term and Term Extension shall be referred to as the "Term" for purposes of this Agreement and each Order Form.

8.3 Either party may terminate an Order Form, effective at the end of the Initial Term, the then current Renewal Term or the then current Term Extension of that Order Form, as applicable, by giving the other party at least sixty (60) days' prior written notice of termination.

8.4 If one party is in material breach of any of the provisions of an Order Form, including the provisions of this Agreement applicable to such Order Form, the other party may terminate the Order Form by giving at least thirty (30) days' written notice of such material breach; provided, however, that the Order Form shall not terminate if the party in breach has cured or remedied the breach of which it has been notified prior to the end of the notice period.

(a) Termination of any Order Form pursuant to the provisions of Section 8.4 above shall not automatically terminate any other Order Form unless the material breach involves such other Order Form or Order Forms and the notice specifies each Order Form involved.

9. Confidential Information; Use of Data

9.1 Each party agrees to regard, preserve and treat the Confidential Information of the other as strictly confidential with no less security than is accorded its own sensitive, proprietary, trade secret and confidential information, but never less than a reasonable standard of care applicable to the type of information involved. Neither party has the right to disclose or to use any Confidential Information of the other party for its own or any third party's benefit other than to perform its obligations

under an Order Form. In this Agreement, "**Confidential Information**" means any non-public confidential, sensitive, proprietary information and/or trade secrets of one party that is or may be obtained by the other from any source and/or by any means as a result of this Agreement, regardless of the form or the medium in which it may be fixed, transmitted, contained or held. Confidential Information may be labeled with words denoting its confidential or sensitive nature, may be disclosed orally (and confirmed in writing as confidential within 10 days of oral disclosure) or obtained under circumstances in which the other party knows or should reasonably have known the information is considered confidential.

(a) Information is not Confidential Information as defined above, if it is or becomes publicly available without breach of any obligations, is already known by the receiving party free of any confidentiality obligation, is rightfully received from an independent third party without any restriction or obligation of confidentiality, or is independently developed by one party without reference to or use of the other party's Confidential Information.

9.2 It will not be a breach of this Agreement if one party discloses Confidential Information of the other: (a) to employees, contractors, service providers, professional advisors or others who are bound by obligations of confidentiality and restrictions on use of Confidential Information, at least equivalent to those set forth herein and who have a need to know in order to perform their obligations under an Order Form; or (b) if a party has obtained the express prior written approval of the party whose Confidential Information is to be disclosed or used; or (c) in compliance with the compulsion of a court, legal or regulatory authority; provided, however, if a party receives such a request (e.g., a subpoena), unless prohibited by law, that party will notify the other party and cooperate in seeking to limit disclosure to the specific information and to only those parties necessary to satisfy such compulsion.

9.3 Upon the termination or expiration of any Order Form, each party will return (or at the other party's direction, destroy) all Confidential Information related to such Order Form, that is in that party's possession or under that party's control, and all copies, regardless of the form or the media or medium on which it is contained; provided, however, that Safepoint may retain Confidential Information of the Customer, subject to the obligations and requirements of this Article 9, to the extent necessary for audit, litigation or other legal or regulatory purposes or proceedings.

9.4 In the event Customer makes, submits, offers or provides any feedback, suggestions, comments, corrections or other information to Safepoint regarding any Product or any of its products or services ("**Feedback**"), Customer acknowledges and agrees Feedback is not Confidential Information of Customer, that Feedback disclosed to Safepoint will not violate or infringe upon the rights of any other party, and that Safepoint has and will have an unrestricted, unencumbered, unconditional, irrevocable right to use (or not use) Feedback, in whole or in part, in any manner whatsoever without accounting to, notifying or compensating or providing any consideration to Customer, and Safepoint has and will not have any obligation or liability to Customer or any other party with respect to such Feedback.

9.5 Safepoint may use Customer data collected, generated, processed or transmitted by or through Products or data provided by Customer regarding the operation or performance of Products for performance, operational, product development, improvement, enhancement and/or other business purposes ("**Performance Data**") and Customer's indemnification obligation in Section 11.1 below, includes any Claim alleging or based on the fact that Customer did not or does not have the right to grant Safepoint such rights. If any personal information or personally identifiable information, as defined by applicable laws ("**Personal Information**") is included within any Performance Data, Safepoint agrees to only use such in de-identified, anonymized or aggregated form in compliance with such laws.

10. Limitation of Liability

10.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR OTHER SPECULATIVE DAMAGES REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM, WHETHER OR NOT FORESEEABLE AND REGARDLESS OF WHETHER A PARTY KNEW OR WAS NOTIFIED OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 If for any reason Safepoint shall be held liable hereunder, the total aggregate amount of damages or losses for which Safepoint may be held liable shall be limited to the lesser of: (a) actual quantifiable and provable direct damages suffered

by the Customer; or (b) the total cost of Products delivered to the Customer within the six (6) months preceding the date the event, occurrence or act giving rise to the claim for damages first arose. Under no circumstances shall Safepoint have any responsibility or liability arising or resulting from or associated with the acts, omissions, rights, responsibilities or obligations of any third party.

10.3 The parties agree the limitations of liability set forth in this Article 10 have been established and agreed as an essential basis of the understandings and bargain between Safepoint and Customer and both parties have entered into this Agreement and each Order Form in reliance upon these limitations, but for which the parties would not have done so. For greater certainty, these limitations of liability are intended and shall apply without regard to whether any other remedies or rights are, or can be shown to be, ineffective, inadequate or inapplicable, even if they have failed of their essential purpose.

11. Indemnities

11.1 Customer will defend and handle, at its expense, any third party claim, demand, written threat, legal or regulatory action or proceeding (each, a "Claim") brought or instituted against Safepoint arising from a breach of this Agreement by Customer, including any allegation of improper or unauthorized use of any Product. Customer further agrees to indemnify and hold Safepoint harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees, costs, expenses and disbursements) suffered or incurred by Safepoint, arising from, associated with or related to any Claim, including damages awarded, stipulated or agreed in the context of a settlement or compromise of any Claim.

(a) Customer agrees to promptly notify Safepoint of any Claim of which Customer becomes aware, provide Safepoint with copies of all documents, instruments and papers served upon Customer, and cooperate with Safepoint in the defense of any Claim. Safepoint shall have the sole right to control the defense of any Claim and all negotiations for its settlement or compromise. Customer shall have the right to participate in the defense of any Claim with counsel of its own choosing, at its own expense, to the extent Customer's counsel determines Customer's interests are not the same as those of Safepoint. Safepoint agrees not to settle or compromise any Claim that imposes any obligations, requirements, liability or restrictions on Customer unless Safepoint has obtained Customer's prior written consent, which will not be unreasonably delayed or withheld.

11.2 In the event a Claim is brought against Customer based on actual or alleged infringement or misappropriation by any Product of any United States' patent, copyright or other intellectual property right, Safepoint may, at its option, either: (a) obtain the right for Customer to continue using the Product; or (b) modify the Product to render the Product non-infringing or replace the Product with a non-infringing device, in either case providing substantially equivalent functionality; or (c) require Customer to immediately cease use of the Product and return the Product (and all associated documentation and materials) to Safepoint and upon receipt, Safepoint agrees to provide Customer with a refund of the Price paid by Customer for the Product, less a reasonable allowance for the period of use available to Customer prior to the return of the Product involved.

12. Notices.

12.1 Notices and other communications required under this Agreement must be in writing, sent to the address of each party as set forth on the Order Form, to the attention of the name and title of the signatories to such Order Form and (a) in the case of Safepoint, with a copy to Safepoint Scientific at 1008 Industrial Drive Suite D, West Berlin, NJ 08091 Attn: Legal. Either party can add, remove or modify their respective notice party addresses and/or addressees by giving notice to the other party. Notices shall only be effective and deemed given on and as of the date: (i) when personally delivered; (ii) on the date officially stamped on the return receipt, if mailed certified or registered mail, return receipt requested, proper postage prepaid; (iii) when delivered by nationally recognized courier or delivery service which tracks, records and can authenticate delivery; or (iv) when received by e-mail or other electronic or digital means, but in this case, only if and when the intended recipient responds and confirms actual receipt using the e-mail account address or mobile device number to which the notice was sent.

13. General

Amendment; Waiver. No course of conduct or dealing, oral, electronic, digital or other communication, messages or exchanges of information shall, or shall be construed to, modify or amend this Agreement which can only be done in writing and physically signed by authorized representatives of both parties. No form of electronic messaging or digital exchange of information shall be deemed "in writing" or "written" sufficient to amend or modify the terms of this Agreement. No delay or failure to exercise any right or option or enforce any provision of this Agreement, shall or shall be construed as a waiver of that or any other right or option, now or in future, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. unless agreed in writing and signed by the party against whom enforcement or exercise is being sought.

Assignment. Customer may not assign, subcontract, delegate, or otherwise transfer this Agreement, or any of its rights or obligations, without the prior written consent of Safepoint, and any attempt to do so without such consent shall be void *ab initio*. Without limiting the generality of the foregoing sentence, a merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be an attempted assignment and transfer of rights and obligations for which Safepoint's prior written consent is required.

Severability. If any provision of this Agreement is held invalid or unenforceable, the other provisions will be unaffected and remain enforceable, and the invalid or unenforceable provision, to the extent practicable, will be deemed modified to the least extent necessary to render it valid and enforceable, coming closest to the underlying intention of the parties.

Excusable Delay. Neither party shall be liable to the other or considered in breach of this Agreement as a result of any delay or failure to perform due to causes beyond the control and without the fault or negligence of the party whose performance fails or is delayed. Performance times shall be extended for the period of time equivalent to the duration of any such excusable failure or delay.

Relationship of Parties Safepoint, as seller, and Customer, as buyer, are independent contractors and nothing shall or shall be construed as creating or constituting any other relationship of any kind. Each party is responsible for its own personnel and the personnel of one party are not entitled to any compensation, consideration, employee benefit plans, insurance coverage or any other benefits of the other party. Neither party shall have authority to make representations, obligate, contract for or bind the other party in any manner whatsoever.

Applicable Law; Jurisdiction & Venue. This Agreement shall be governed, interpreted, construed and enforced under the laws of the State of New Jersey and Federal laws of the United States applicable in the State of New Jersey, without regard to any conflict of laws principles that might require or suggest the application of the laws of any other jurisdiction. The parties unconditionally and irrevocably submit to the personal jurisdiction of the Federal and State courts situated in Camden County, in the State of New Jersey, and agree that such courts have exclusive jurisdiction to hear, adjudicate and decide any and all Claims, causes of action and/or other legal or regulatory proceedings arising out of or related to this Agreement and Customer hereby waives any right Customer may have to claim, plead or allege that such courts are an inappropriate or inconvenient forum. The parties agree the Uniform Computer Information Transaction Act and the United Nations Convention on Contracts for the International Sale of Goods 1980, and any amended or successor law or treaty, is not applicable and shall not apply to this Agreement, the relationship of the parties, or any transactions hereunder. Unless prohibited by law and except for Safepoint's right to pursue collection and require payment by Customer of any amounts outstanding and due under Order Forms hereunder, no legal action may be initiated or brought by either party in connection with this Agreement more than two years after the date the action, failure to act, circumstances, events, conditions or cause of action first arose. **Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal claim or action arising out of or relating to this Agreement.**

Compliance; Export Control Obligations. Customer agrees to obtain and maintain all certifications, credentials, authorizations, licenses, permits, safety testing, regulatory compliance labels and markings at Customer's own expense. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Safepoint,

or any products utilizing such data, in violation of the United States export laws or regulations. Safepoint make no representation that the any Safepoint Device, item of equipment, software or other items provided by Safepoint under this Agreement, is or are appropriate, usable or legally permissible outside the United States and, if Customer uses or attempts to use the Service from outside the United States, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing in this Agreement, any Order Form, or otherwise, express or implied, is intended to or shall confer any legal, equitable or contractual right, benefit, or remedy whatsoever on any other party.

Publicity. Neither party has the right to use the name, trademarks, logo or other distinctive identification of the other party in press releases, publicity, advertising, marketing or promotional material without the express prior written consent of the other party; provided, however, that Customer grants Safepoint the right to identify Customer, including the use of Customer's name, distinctive identification and logo, as a Safepoint customer, in listings, displays or references to customers of Safepoint generally, on Safepoint's website, in advertising, marketing, promotional and other materials.

Equitable Relief. In the event of a breach or threatened breach of this Agreement that could cause a party imminent and/or irreparable harm for which monetary damages would not be an adequate remedy, that party, reserving cumulatively any and all other rights and remedies provided in this Agreement, at law and in equity, shall have the right to seek injunctive or other equitable relief from a court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy.

Headings. Headings are for reference and convenience only and shall not affect the meaning or interpretation of any provisions in this Agreement.

Survival. All terms, conditions, rights and obligations of this Agreement that must survive in order to give effect to their plain meaning, shall survive the termination, cancellation or expiration of this Agreement and each Order Form, for so long thereafter as necessary to do so.

Counterparts. Order Forms may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one and the same instrument. A signed copy of any Order Form delivered by facsimile, scanned and sent in portable document format (PDF) attached to an email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of that Order Form.

Entire Agreement. Exhibit A, Exhibit B, and each Order Form entered into by the parties in accordance with the provisions of this Agreement is and are incorporated into this Agreement and form a part hereof as if fully set forth herein. This Agreement, represents the complete and exclusive agreement and understandings of the parties with respect to the subject matter hereof and thereof and supersedes any and all prior or inconsistent agreements, understandings, negotiations and representations, oral or written. If there is any conflict or inconsistency between the terms of an Order Form and the terms and conditions of the Agreement above, the terms of the Order Form shall govern, but solely for purposes of that Order Form and no other Order Form.

Sales Order

Sales Order# SO-00000

SafePoint Scientific
1008 Industrial Dr
Suite D
West Berlin New Jersey 08091
U.S.A
(856) 242 - 1582
www.safepointscientific.com

Bill To

Ship To A

Order Date :

Ref# :

Sales person :

Shipping Terms :

Point of contact name :

Point of Contact email and/or phone number :

#	Item & Description	Qty
1		1.00 EA
2		1.00 EA

Terms & Conditions

This Order Form is entered into pursuant to and subject to the terms and conditions of the Purchase & Sale the Customer identified above. Once signed by an authorized representative of both parties this Order Form is incorporated into and forms a part of the Agreement. Terms not defined in this Order Form have the meaning set forth in the Agreement.

Payment: (Transmit all purchase orders to sales@safepointscientific.com)

Note: Orders of fifty thousand dollars (US$50,000) or more will be invoiced and payable in advance at thirty percent (30%) of the issued purchase order amount as a deposit. Safepoint accepts checks, credit cards and ACH payments (ACH information available upon request). To pay by credit card, use the URL address (hypertext link) provided with your invoice or call Safepoint during business hours at 856-242-1582 Extension 3 to speak with an accounting team member. You can also email accounting@safepointscientific.com to request a call-back from one of our accounting team members.

Additional Terms & Conditions:

Any typos, spelling errors, incorrect or missing words or the like shall not limit or alter the intent of this Order Form or the Agreement in any way and upon identification by Safepoint, Safepoint shall notify Customer of the correction which will automatically and without further notice serve to amend this Order Form automatically.
If Safepoint is requested to perform any work or additional services not covered and included within this Order Form, the work and/or additional services will be subject to additional charges, at Safepoint's standard time and materials rates unless otherwise mutually agreed.
Where applicable, measurements results before and after adjustment/repair are reported. Where available, statements of conformity (e.g. Pass or Fail) are made in accordance with the following decision rules. Pass means the measurement result is within manufacturer's specifications (without taking into account the measurement uncertainty) and Fail means the measurement result exceeds manufacturer's specifications (without taking into account the measurement uncertainty). OOT Results are identified with an asterisk (*).

Quotation
Exhibit B

Quote

 # EST-000000

SafePoint Scientific
1008 Industrial Dr
Suite D
West Berlin New Jersey 08091
(856) 242 - 1582
www.safepointscientific.com

Quote Date :

Sales person :

Bill To

Quotation point of contact name: :

Ship To

Quotation point of contact email and /or phone number :

Site point of contact name: :

Site point of contact email and/or phone number :

Past due balances may be subject to a Late Charge not to exceed 1.5% per month.

#	Item & Description	Qty
1		
2		

Items in Total 2.00

Sub Total

Total

Terms & Conditions

This Quotation Form represents an offer by Safepoint Scientific LLC to do business with the Customer identified above pursuant to and subject to the terms and conditions of the Purchase & Sale Agreement available online at http://www.Safepointscientific.com ("Purchase & Sale Agreement"). Once the information required in this Quotation Form is completed and this Quotation Form is signed by the prospective Customer and accepted and counter-signed by Safepoint, this Quotation Form will become and be an "Order Form" and the

prospective customer will be and become a “Customer” as those terms are defined and used in the Agreement. Terms not defined in this Order Form shall have the meaning set forth in the Agreement. Safepoint is under no obligation and has no liability if any Quotation Forms are returned incomplete, have been modified by the Customer in any way or are received by Safepoint after the Quote Expiry Date above.

Purchase Order #: _____
Purchase Contact:_____
Name:_____
Phone:_____
Email: _____

Payment: (Transmit all purchase orders to sales@safepointscientific.com)

Note: Orders of fifty thousand dollars (US$50,000) or more will be invoiced and payable in advance at thirty percent (30%) of the issued purchase order amount as a deposit.

Additional Terms & Conditions:
Any typos, spelling errors, incorrect or missing words or the like shall not limit or alter the intent of this Order Form or the Agreement in any way and upon identification by Safepoint, Safepoint shall notify Customer of the correction which will automatically and without further notice serve to amend this Order Form automatically.
If Safepoint is requested to perform any work or additional services not covered and included within this Order Form, the work and/or additional services will be subject to additional charges, at Safepoint’s standard time and materials rates unless otherwise mutually agreed.

Where applicable, measurements results before and after adjustment/repair are reported. Where available, statements of conformity (e.g. Pass or Fail) are made in accordance with the following decision rules. Pass means the measurement result is within manufacturer’s specifications (without taking into account the measurement uncertainty) and Fail means the measurement result exceeds manufacturer’s specifications (without taking into account the measurement uncertainty). OOT Results are identified with an asterisk (*).

IN WITNESS WHEREOF, the parties, by their authorized representatives, have executed this Quotation Form and acknowledge, understand and agree that once executed by both parties, this Quotation Form shall be an Order Form under the Agreement, as described above.

SAFEPOINT SCIENTIFIC LLC	Customer:
Signature: _____	Signature: _____
Name:_____ (Type or Print)	Name:_____ (Type or Print)
Title:_____	Title:_____
Date:_____	Date:_____