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PURCHASE ORDER ENTERED AT <b>06K</b>  TIME PRINTED <b>17:03:59</b>  DATE PRINTED <b>10/29/13</b>	<b>PURCHASE ORDER</b>  an Anixter company P.O. Box 3074 Glenview IL 60026-3074 (BILL TO ADDRESS ONLY, DO NOT SHIP HERE)	SHOW THIS NUMBER ON ALL PAPERS AND PACKAGES PERTAINING HERE TO <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">PURCHASE ORDER NUMBER <b>06K-603670-18K</b></td> <td style="width:30%;">P.O. DATE <b>10/29/13</b></td> </tr> <tr> <td>VENDOR NUMBER <b>166150 - 000</b></td> <td>PAGE OF <b>1 1</b></td> </tr> <tr> <td colspan="2">DATE REQUIRED</td> </tr> </table>	PURCHASE ORDER NUMBER <b>06K-603670-18K</b>	P.O. DATE <b>10/29/13</b>	VENDOR NUMBER <b>166150 - 000</b>	PAGE OF <b>1 1</b>	DATE REQUIRED	
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VENDOR NUMBER <b>166150 - 000</b>	PAGE OF <b>1 1</b>							
DATE REQUIRED								

MAIL ACKNOWLEDGMENT TO ATTN PURCHASING DEPT <b>CLARK PURCHASING LOC</b> <b>2301 PATRIOT BLVD</b> <b>GLENVIEW, IL 60026</b> <b>FAX #: 858-571-7430</b> <b>PHONE #: 2245218000</b>	CONFIRMING ORDER <input type="checkbox"/> _____ CONFIRMED WITH _____  NON-CONFIRMING ORDER <input checked="" type="checkbox"/> _____ ACKNOWLEDGED BY _____ DATE _____
VENDOR <b>RABBITSOFT</b> <b>43853 TRANQUILITY COURT</b> <b>LANCASTER CA 935356115</b>	SHIP TO <b>GREEN VALLEY LOCK &amp; SAFE, INC.</b> REF NBR: TRADESHOW CL <b>80 N PECOS RD STE G</b> <b>HENDERSON NV 89074</b>

F.O.B. POINT <b>ORIGIN</b>	ROUTING <b>SEE MEMO</b>	FREIGHT TERMS <b>COLLECT-3RD PARTY</b>	PAYMENT TERMS	PC NUMBER	REQ. NUMBER
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LINE NO.	QUANTITY	DESCRIPTION	CATALOG NO.	DATE REQUIRED	UM	UNIT COST	EXTENSION
001	1	PART.NBR:DS-18K27008-01 VND.NBR: FASTER MASTER CUSTOMER USED \$50 CLARK BUCKS FOR ORDER. NORMAL COST \$295.00  ORDER FROM RABBITSOFT. BILL ONLY!! PICKED UP AT TRADESHOW!  ** P.O. MEMO ** PLEASE SHIP ASAP<150 LBS UPS GRD BILL OUR ACCT # 2A8R93 >150 LBS PLEASE SEE WWW.CLARKSECURITY.COM/ROUTING MUST VERIFY EXTENDED PRICE & SHIP DATE TO: REM.NATALARAY@CLARKSECURITY.CO M PH# 858-974-5236 FAX: 858-571-7430		11/12/13	EA	147.50	147.50

PURCHASING AGENT <b>CSP NON STOCK REM NATALARY</b>	TOTAL PRICE	<b>147.50</b>
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CATALOG NUMBER AND PO NUMBER IS REQUIRED ON ALL SHIPPING DOCUMENTS, PACKAGES, AND INVOICES. UNLESS OTHERWISE SPECIFIED IN THE PO, USE PREFERRED CARRIER ROUTING GUIDE (WWW.CLARKSECURITY.COM/ROUTINGGUIDE). UNLESS OTHERWISE AGREED TO IN WRITING, THIS PO IS SUBJECT TO THE TERMS ON THE BACK AND SUBSEQUENT PAGES. TERMS CONTAINED IN ANY ATTACHED SELLER DOCUMENTS ARE HEREBY DISCLAIMED.

## Terms and Conditions of Purchase

1. Any order placed or purchase order issued by Buyer (an "Order") for products and/or services described therein (collectively, the "Products") is subject to this Agreement, together with any additional or different terms mutually agreed to in writing by Buyer. Acceptance of an Order by Supplier will occur upon the happening of any of the following: (i) receipt by Buyer from Supplier of written acceptance of an Order or written notice that Supplier will provide the Products; (ii) provision by Supplier to Buyer of any Products; and (iii) any other conduct of Supplier which recognizes the existence of a contract pertaining to the Products. This Agreement supersedes all prior written or oral statements between Buyer and Supplier and constitutes the entire and only agreement between them relating to the Products, and any prior course of dealing, usage of trade, or verbal agreement not reduced to a writing signed by Buyer shall not be binding on Buyer.
2. If the price is omitted on an Order, Supplier's price shall be the lowest current net price quoted by Supplier to any other customer for the same or commercially similar goods, but not higher than the price last quoted by Supplier to Buyer.
3. Unless otherwise agreed to, Products will be paid for within ninety (90) days of shipment to Buyer.
4. Buyer shall not be liable for any tax unless the amount of such tax is separately stated in the invoice. Supplier shall not add any taxes to the price of Products which Buyer is entitled to purchase on an exempt basis, provided that Buyer provides Supplier with such exemption certificates or similar documents as required by law to effect exempt purchases. Supplier will provide Buyer with such documentation as Buyer requires in order to claim tax credits, refunds, rebates or similar relief for taxes charged to Buyer.
5. Unless otherwise stated on an Order, price is FOB destination. Non-compliance may result in additional freight costs and service fees at Supplier's expense. Title to the Products and risk of loss pass to Buyer upon receipt. The Products are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for such packing or preparation unless otherwise stated on an Order.
6. If a delivery date specified in an Order cannot be met, Supplier will advise Buyer within three (3) business days of receipt of such Order and, at Buyer's option (i) a new delivery date will be agreed upon; or (ii) Buyer may cancel all or any part of an Order without any penalty or liability. If Supplier fails to deliver at the time specified or otherwise breaches this Agreement, Buyer, in addition to any other remedies it may have under this contract or at law, may cancel all or part of an Order with respect to Products not delivered, and without liability for costs relating to the cancelled portion of an Order. In no event shall Buyer be liable for lost profits.
7. Buyer may change an Order. Any claim by Supplier to an adjustment in the purchase price or delivery date(s) due to such change must be asserted by Supplier in writing to Buyer within ten (10) days after Supplier's receipt of Buyer's change Order; otherwise Supplier waives his right to such an adjustment. After receipt of Supplier's claim for an adjustment, Buyer may cancel all or part of an Order, without liability to Supplier.
8. Buyer may cancel all or any part of an Order with respect to Products not delivered without cause. If Buyer cancels all or part of an Order for Products that have already been shipped to Buyer, Supplier shall be entitled to a restocking fee of ten percent (10%) of the actual cost of Products for that portion of the Order that has been cancelled and Buyer shall cover the cost of freight. The restocking fee and freight coverage shall be Supplier's sole remedy for cancellation of shipped Products.
9. Supplier warrants that the Products will conform to the specifications, drawings, samples or other description furnished to Supplier; will be of new manufacture and free from defects in material and workmanship; will be free and clear of all liens and encumbrances; and will comply with all other warranties implied in fact or by law. Such warranties shall run to Buyer and its customers and shall continue in full force and effect and Supplier shall not be relieved of such warranties by Buyer's inspection of or payment for the Products. Supplier will obtain and assign to Buyer or Buyer's customer the warranties provided by the manufacturers or suppliers of material or equipment incorporated into the Products, and will perform its responsibilities so that such warranties remain in full force and effect. Buyer and its customers may inspect the Products at Supplier's plant on request. Supplier agrees to repair units that are out of the warranty period for actual cost of repairs not to exceed fifty percent (50%) of current suggested list price. The end user will pay all shipping and delivery charges both ways for repairs out of warranty. Supplier agrees to maintain this repair service for Buyer's customers for a period of at least two (2) years after termination of the warranty period.
10. Supplier will defend, indemnify and hold harmless Buyer, its directors, affiliates, employees, and agents from and against any and all claims alleging (i) infringement or interference with any intellectual property or proprietary rights, including but not limited to, infringement of any Patent, trademark, copyright, or service mark; (ii) property damage, injuries or death to persons, or any other damage, loss cost or expense (including judgments paid and attorneys' fees and expenses reasonably incurred) arising out of the purchase, use or operation of any Products; or (iii) violation by any such products, or their manufacture, possession, use or sale, of any law, statute or ordinance or any governmental administrative order, rule or regulation.
11. Supplier warrants and represents that each Product shall be new and manufactured, packaged, tagged and labeled in material compliance with, and all Product literature shall be complete, accurate and materially comply with, all applicable federal, state and local laws, regulations, ordinances, administrative rules and orders. In addition, Supplier agrees to comply with all Federal Acquisition Regulations (FARs) and Executive Orders that are applicable. Within two (2) days after receipt of an Order, Supplier shall provide Buyer with a written list of all hazardous or toxic substances (as those terms are defined by any applicable laws) contained in any Products identified in the Order. At the time of delivery, Supplier shall identify in an MSDS or other written statement all hazardous or toxic substances (as those terms are defined in any applicable laws) contained in any Product, to the extent required by applicable laws. With the

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exception of such hazardous or toxic substances so identified, Supplier warrants that at the time of delivery by Supplier to Buyer each Product shall contain no hazardous or toxic substances. Supplier further warrants that it will comply with all applicable laws, rules, regulations and orders with respect to the manufacture and sale of the Products in the applicable jurisdiction(s), including without limitation, Regulation (EC) No 1907/2006 ("REACH"); EU Directive 2002/95/EC (27 January 2003)(RoHS Directive); EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment (WEEE Directive), as amended; and any other applicable standards then in effect in the country where such material has been imported, or from which such material has been exported. Supplier further represents that it is in compliance with and will continue to comply with all applicable federal, state and local labor and equal employment opportunity laws, Executive Orders and regulations.

12. Supplier will provide all test reports, drawings, start up service and other engineering service required by Buyer's customer, if Supplier has been advised or is otherwise aware of such requirements. Certified test reports shall be maintained by Supplier against Buyer's Order number for a period of five (5) years from date of shipment. Tests should be performed to the relevant governing specifications or variations as specified in our order.
13. Supplier shall obtain and maintain, at its expense, a policy or policies of Products Liability Insurance, with Broad Form Vendor's Endorsement, with policy limits of not less than \$1,000,000 and such other policies of insurance as Buyer reasonably requests, naming Buyer as an additional insured, in such amounts and in such companies and containing such other provisions which shall be satisfactory to Buyer, covering Products sold to Buyer hereunder. All such policies shall provide that the coverage thereunder shall not be terminated without at least thirty (30) days prior written notice to Buyer. Certificates of Insurance shall be provided to Buyer upon request.
14. Buyer's failure to enforce any right or remedy shall not be a waiver of such right or remedy or of Buyer's right thereafter to enforce every provision of this Agreement. Buyer's waiver of any breach shall not be a waiver of any other breach.
15. Supplier shall not assign this Agreement or delegate its rights or obligations under this contract without Buyer's written consent.
16. Upon notice to Supplier, Buyer may deduct damages for breach of warranty or of any other provision of the contract from amounts due Supplier on any invoice, whether or not such invoice relates to the transaction occasioning the breach.
17. The Agreement shall be governed, interpreted and construed according to the substantive laws of the State of Illinois without regard to conflicts of laws principles thereof and shall not be governed by the Convention on the International Sale of Goods. If any dispute or controversy shall arise with respect to this contract, such dispute or controversy may only be brought for resolution in state or federal courts located in Chicago, Illinois. Buyer and Supplier hereby consent to the exclusive jurisdiction and venue of such courts, and agree that they shall not contest or challenge the jurisdiction or venue of such courts.
18. This Agreement is a matter of confidential information, and Supplier will strictly protect the confidentiality hereof. Information on an Order is furnished by Buyer on the

understanding that it may and will be used only for the purposes of satisfying such Order.

19. Supplier will perform its obligations hereunder in compliance in all material respects with all applicable foreign, domestic, state and local laws and regulations of all applicable foreign and domestic jurisdictions. Supplier shall provide U.S. (import and export) compliance information for all product including but not limited to: the U.S. Department of Commerce's Bureau of Industry and Security's (BIS) Export Control Classification Number (ECCN); Harmonized Tariff System Number or Schedule B Number; North American Free Trade Agreement (NAFTA) blanket certificate of origin (if applicable) or country of origin information; and International Traffic in Arms (ITAR) designation, if applicable. Supplier shall provide name and contact information of its export compliance subject matter expert. If shipment originates outside of the U.S., Supplier shall follow the instructions in the Buyer Routing Guide which includes information on packaging, U.S. Importer Security Filing (ISF) requirements and commercial paperwork. All wood packaging (crates, pallets, etc.) must comply with the International Standards for Phytosanitary Measures (ISPM) No. 15. See [https://www.ippc.int/index.php?id=13399&tx\\_publication\\_pi1\[showUid\]=133703&frompage=13399&type=publication&subtype=&L=0#item](https://www.ippc.int/index.php?id=13399&tx_publication_pi1[showUid]=133703&frompage=13399&type=publication&subtype=&L=0#item).