



## Terms and Conditions of Sale

**THE TERMS AND CONDITIONS SET FORTH HEREIN CONSTITUTE THE ENTIRE AGREEMENT BETWEEN STREETWISE NETWORKS, LLC (STREETWISE) AND THE BUYER. STREETWISE SHALL NOT BE BOUND BY ANY TERMS OR CONDITIONS OF BUYER'S ORDER OR OTHER DOCUMENT. ANY ACCEPTANCE BY STREETWISE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON ASSENT BY BUYER TO THE TERMS OF THIS AGREEMENT AND THE EXCLUSION OF ALL OTHER TERMS EXCEPT AS MAY BE SET FORTH IN A WRITTEN AGREEMENT SIGNED BY STREETWISE AND THE BUYER EXPRESSLY SUPERSEDING THESE TERMS. BUYER SHALL BE DEEMED TO HAVE ASSENTED TO THE TERMS OF THIS AGREEMENT UPON ACCEPTING DELIVERY OF ANYTHING SHIPPED BY STREETWISE.**

**PURCHASE; PRICES** – Buyer purchases from **StreetWise**, and **StreetWise** sells to Buyer, the Products and Services under the terms and conditions set forth in this Agreement. Unless otherwise specified by **StreetWise**, prices for the Products and Services sold hereunder are for the specific quantity agreed between buyer and **StreetWise** and Itemized on a separate "Sales Agreement" and / or Buyer provided Purchase Order and do not include charges for shipping & handling, travel & expenses associated with installation and service, insurance, financing, special packaging, marking, applicable excise, sales, use, value added, withholding or similar taxes or export or import licenses, customs, tariffs, fees, taxes, and / or duties. Buyer shall bear the cost of any and all such charges in addition to the prices quoted or invoiced. The buyer further agrees that all purchased Products and Services will be invoiced by StreetWise separately and paid for by the Buyer separately and cannot be tied to one another as reason for delay of any payment.

**PAYMENT TERMS** – Net 30 Day Terms are available with an approved application for Credit. All Sales shipping or being invoiced outside of the US will be Pre-Paid in full prior to shipment unless otherwise agreed to prior to placement of Purchase Order. If at any time, Buyer is delinquent in the payment of any invoice, or has otherwise breached this Agreement, StreetWise may, at its discretion, and without prejudice to its other rights, withhold shipment or may, at its option, require Buyer to prepay for further shipments. Any sum not paid by Buyer, when due, shall bear interest until paid at a rate of 1.5% per month (18.0% per annum) or the maximum rate permitted by law, whichever is less. Buyer hereby grants StreetWise a security interest in the Products purchased under this Agreement to secure payment for any Products or Services purchased by Buyer. Title of ownership does not pass to the buyer until all associated invoices are satisfied in full including any applicable "Finance Charge".

**SHIPMENT** – Delivery shall be deemed made upon transfer of possession by the common carrier to Buyer. In the absence of written instructions from Buyer, StreetWise shall select the common carrier and shipping method that best meets the delivery timeline requested by the Buyer on the original order. All freight, insurance, value added taxes, import and export fees, and other shipping expenses, as well as expenses for any special packing requested by Buyer, will be added to the invoice(s) and shall be paid by the Buyer. Shipment for all orders will be FOB Origin. Any proposed Shipment Dates should be considered estimates only. StreetWise shall use reasonable commercial efforts (a) to meet any such proposed Shipment Dates and (b) in the event that any proposed Shipment Date cannot be met, to notify Buyer prior to such proposed Shipment Date, advising Buyer of a new proposed Shipment Date.

**CANCELLATION - RESCHEDULING – RETURNS** The Buyer may cancel all or any part of their purchase of Equipment up to 15 business days of the proposed ship date without penalty. A Cancellation Fee of 2% of the List Price or \$1000.00, whichever is less will be charged for each special order item canceled within 15 business days of the proposed ship date. (A Special Order item is considered to be any item that was not in the StreetWise Networks current Inventory that was purchased by StreetWise specifically for the Customer's Order). A Re-Stocking fee of 15% of the Sale Price of the product will be charged for any product returned within 30 Calendar Days of the ship date unless said product is deemed defective and is being returned under the StreetWise Standard Warranty Policy. Any discrepancies for any shipment made by StreetWise against the Customer Purchase Order must be made in writing within 15 Calendar Days of receipt of order or the PO will be considered shipped, billed, and closed. StreetWise does not accept any returns after 30 Calendar Days except as processed through the StreetWise Standard Warranty Policy. A flat cancellation fee of \$600.00 will be assessed for each Service that is canceled prior to delivery. The customer may not cancel or reschedule the shipment or delivery, of all or any part of the Products ordered under this Agreement without written request submitted to StreetWise and subsequent written approval.

**LIMITED WARRANTY** - Products shipped to the Buyer on any order will be of the description confirmed in the StreetWise packing acknowledgment and of new condition unless otherwise ordered and specified. StreetWise makes no express or implied warranty of its own, unless specified on a StreetWise "Quotation", "Sales Agreement", "Invoice", or "Published Advertisement". StreetWise will pass through to the Buyer the manufacturer's warranty to the extent that such warranty is provided for new equipment. In the event that the Buyer discovers a product to be defective, StreetWise will assist the Buyer in notifying the manufacturer of such defect and to take such other action, as StreetWise deems appropriate. Buyer agrees that it shall look solely to the manufacturer for any warranty or other remedy in connection with any new product purchased from StreetWise. StreetWise does however warranty it's Installations to be free from Workman's Defect for a period of One (1) Year from date of completion for all Installations performed under the agreed upon guidelines of a StreetWise "Statement of Work".

**EXCUSABLE DELAYS** – StreetWise shall not be charged with any liability for delay or failure to perform any of its obligations hereunder if such delay or failure to perform is due to causes or events beyond StreetWise's control, whether or not foreseeable by either party, including without limitation delay of suppliers, force majeure, act of God, labor disturbance or strike, war, fire, explosion, earthquake, accident, adverse weather, inability to secure transportation, governmental act or regulation, inability of StreetWise to obtain materials, shortage of materials and any other causes or events. In any such event, the Shipment Date will be deemed extended for a period equal to the delay. StreetWise reserves the right to allocate in its sole discretion and without liability to Buyer among customers or potential customers, or to defer or delay the shipment of, any Products which are in short supply.

**LIMITATION OF LIABILITY** – TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL LIABILITY OF STREETWISE AND ITS' SUPPLIERS FOR CLAIMS RELATING TO OR ARISING OUT OF THE PRODUCTS OR OTHERWISE, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, EQUITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE PRICE PAID BY BUYER TO STREETWISE UNDER THIS AGREEMENT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT.

**DAMAGES WAIVER** – IN NO EVENT SHALL STREETWISE BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES BY BUYER. NEITHER STREETWISE NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE OR PUNITIVE DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT. FURTHERMORE, STREETWISE ASSUMES NO LIABILITY FOR LOST REVENUE CLAIMS OF THE BUYER RELATING TO THE FAILURE OF THE EQUIPMENT PROVIDED BY STREETWISE TO THE BUYER.

**GENERAL PROVISIONS** - This Agreement constitutes the entire understanding, express or implied, oral or written, of the "Terms and Conditions of Sale" between Buyer and StreetWise Properties, LLC, THE LAWS OF THE STATE OF SOUTH CAROLINA SHALL GOVERN THE RIGHTS AND DUTIES OF THE PARTIES HERETO AND THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT. The Buyer, for itself, its successors and assigns, hereby (A) irrevocably submits to the nonexclusive jurisdiction of the state and /or federal courts Located in, Greenville County, South Carolina and agrees and consents that service of process may be made upon it in any legal proceeding arising out of or in connection with this Agreement by service of process as provided by South Carolina Law, (B) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to venue of any litigation arising out of or in connection with this Agreement brought in any such court, and (C) irrevocably waives any claims that any litigation brought in any such court has been brought in an inconvenient forum.

**The Buyer by placing an order with StreetWise acknowledges to have read and understands the statements made in this document and agrees to comply with all aspects of the Terms and Conditions set within.**