



Outright Sale Contract

Please accept this proposal from Pavion Corp. for your company _____. As you requested, we are pleased to confirm our quotation on the outright sale of system in accordance with the information you supplied to be installed at _____.

The system to be installed will consist of the following:

The cost for the sale of the system along with installation will be \$ _____ plus all applicable taxes.

Tax must be shown on the purchase order or if it is a tax-exempt project, proper documentation must be provided.

QUALIFIERS

We have excluded filing fees from the price above. As an alternative, should you desire Pavion Corp. to provide a Professional Engineer's Stamp and file this job with the _____, an additional \$ _____ will be added to the above amount.

Tax of \$ _____ is not included in the above filing fee price. Tax must be shown on the purchase order or if it is a tax-exempt project, proper documentation must be provided.

It is understood and agreed that if Pavion Corp. is contracted to provide the _____ Fire Marshall filing services and it is later determined that the project has been previously filed by others, only 50% of the contracted amount attributable to filing services will be refunded by Pavion Corp.

Auto Cad drawings will be required for all floors. If Auto Cad drawings are not available, a detailed proposal will be provided to redraw hard copies.

REQUEST FOR INSPECTION ONLY:

As another alternate, if you desire Pavion Corp. to obtain a _____ Fire Marshall inspection date (when filed by others), Contractor must supply PW-1, TM-1, an original signed/stamped A-433 and approved riser drawings (both sizes).

The sum of \$ _____ plus all applicable taxes for each date requested.

Tax of \$ _____ is not included in the above price. Tax must be shown on the purchase order or if it is a tax-exempt project, proper documentation must be provided.

_____ Fire Marshall Inspection fees excluded.

If the above meets with your approval please either sign below and return to my attention or send the appropriate purchase order with the above proposal number, the total cost with sales tax and the customer's signature.

Should you have any further questions, please feel free to contact me at

Sincerely,

Systems Consultant

Purchasing Company: _____

Purchaser's Signature: _____

Authorized Representative: _____

Date: _____

PO #: _____

OUTRIGHT SALE OF A SYSTEM TERMS AND CONDITIONS

Acceptance - Acceptance of this Agreement by Pavion Corp. is contingent upon (1) a satisfactory credit report of Purchaser and (2) with regard to the dollar amounts stated herein, the absence of any mathematical error or deviation from Pavion Corp. standard prices.

Payment - Purchaser agrees to pay the Net Amount set forth on the face this Agreement. All quotations are F.O.B. shipping point, and all transportation, rigging, drayage, uncrating and similar charges will be paid by Purchaser.

IF PAYMENT IS NOT RECEIVED WITHIN TEN DAYS FROM DATE OF INVOICE FOR LABOR (AND THIRTY (30) DAYS FROM OF INVOICE FROM MATERIAL) PURCHASER AGREES TO PAY INTEREST THEREON AT A RATE EQUAL TO THE LESSER OF 1 ½% PER MONTH OR THE MAXIMUM INTEREST RATE PERMITTED BY LAW.

Any Payments due for equipment purchases shall not be contingent upon any test in place.

Contractor reserves the right, and the Subscriber agrees, for Subscriber to pay potential price increases if the Contractor's cost(s) increases. Contractor agrees it will not charge more than a 10% price increase after the Agreement is executed.

Title - Until full payment of the Net Amount, Purchaser hereby grants Pavion Corp. a purchase money security interest in the equipment sold hereunder in accordance with the Uniform Commercial Code. Pavion Corp. may, at any time, file a copy of this Agreement or a financing statement (which Purchaser agrees to execute upon Pavion Corp.'s request) with appropriate authorities as a financing statement in order to perfect Pavion Corp.'s security interest. Any such filing shall not constitute acceptance of this Agreement by Pavion Corp. Title shall not pass to Purchaser until the Net Amount (including all freight and taxes, if applicable) has been paid.

Default - If Purchaser defaults hereunder, if a Petition in Bankruptcy is filed, or any proceeding under any bankruptcy, insolvency or similar law is commenced by or against Purchaser, or if Purchaser makes an assignment for the benefit of creditors:

1. Pavion Corp. in addition to other remedies, may repossess the equipment without notice; and Purchaser grants to Pavion Corp. all rights to enter job site which Purchaser may have in order to enable Pavion Corp. to effect such repossession.
2. Purchaser agrees to pay Pavion Corp. costs and expenses of collection and/or repossession, including the maximum attorney's fee permitted by law.

Risk of Loss - Risk or loss or destruction of or damage to the equipment shall pass to Purchaser upon the earlier of delivery to Purchaser or delivery to a carrier for delivery to Purchaser. Merchandise received by Purchaser shall be inspected for damage and quantity counts, at time of receipt and, if not objected to in writing within thirty (30) days thereafter, shall be deemed accepted by Purchaser as to condition and quantity, and the Purchaser shall be responsible for all merchandise thereafter.

Warranty - Pavion Corp. warrants the equipment to be free from manufacturing defects for a period of 90 days from installation or 90 days from the shipment of the equipment or components F.O.B. shipping point, whichever period expires first.

PURCHASER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON BY IT WITH RESPECT TO THE PURPOSE, QUALITY AND FUNCTION OF THE EQUIPMENT. THIS WARRANTY SHALL NOT APPLY TO THE EQUIPMENT OR ANY PART THEREOF WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, TAMPERING, ALTERATION, ABUSE OR MISUSE, OR IF DAMAGE TO THE EQUIPMENT HAS BEEN CAUSED BY ATTACHMENT THERETO OR USE IN CONNECTION THEREWITH OF PARTS, COMPONENTS AND/OR EQUIPMENT NOT SOLD BY PAVION CORP. IN NO EVENT WILL PAVION CORP. HAVE ANY OBLIGATIONS OR LIABILITY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Taxes - There shall be added to the Net Amount; amounts equal to any taxes however designated, levied or based thereon or on this Agreement or the equipment, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Pavion Corp. in respect of the foregoing, exclusive, however, of taxes based solely on Pavion Corp.'s net income.

Delivery - Pavion Corp. shall not be liable for failure to deliver or for delays in delivery occasioned in whole or in part by causes beyond its control, including, without limitation, strikes and other labor disputes, fires, embargoes, war or civil disturbance, acts of God, inability to obtain transportation or shipping space for materials, machinery breakdowns, delays of carriers or suppliers and governmental acts and regulations.

Cancellation and Returned Equipment - Orders may be canceled only with Pavion Corp.'s written consent upon payment of reasonable and proper cancellation charges. Goods may be returned only when specifically authorized in writing by Pavion Corp. and Purchaser will be charged, for placing returned goods in saleable condition, any sales expenses then incurred by Pavion Corp. plus a restocking charge and any outgoing and in coming transportation costs which Pavion Corp. pays.

General - Pavion Corp. shall not be liable for incidental consequential damages. This Agreement (1) constitutes the entire contract between Purchaser and Pavion Corp. and (2) supersedes all prior correspondences and communications between Purchaser and Pavion Corp. with respect to the equipment, including any parts or equipment furnished as a replacement. No representation or statement not expressed herein shall be binding on Pavion Corp. THE FOREGOING TERMS AND CONDITIONS SHALL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH THE TERMS AND CONDITIONS OF ANY ORDER SUBMITTED BY PURCHASER WITH RESPECT TO THE EQUIPMENT. Purchaser's signature on this Agreement of acceptance of delivery shall constitute Purchaser's acceptance of these terms and conditions. This agreement may not be assigned without Pavion Corp.'s prior written consent. All information with respect to the design, operation or other characteristics of the equipment furnished directly or indirectly by Pavion Corp. (except such information as may be established to be in the public domain) shall be received and held by Purchaser in confidence, and Purchaser shall exercise reasonable care to prevent the improper use of such information.

Maintenance - In the event Purchaser elects to include warranty period maintenance option ("Option") Pavion Corp. shall perform all necessary maintenance and warranty related repairs on Purchaser's installed system at the premises listed in the Option for one (1) year. This Option shall extend solely to the equipment provided for in this Agreement with the exception of conduit, it is expressly understood and agreed that in accepting this Option and in maintaining the equipment and in granting the service herein described, Pavion Corp. makes no warranties which extend beyond the description contained in this agreement except:

It is agreed that all maintenance provided for hereunder shall be performed during regular daytime business hours exclusive of Saturdays, Sundays and holidays unless the Purchaser otherwise directs in which case the Purchaser hereby agrees to pay Pavion Corp. any increased cost resulting therefrom. Maintenance under the Option shall not become effective until all equipment delivered under this Agreement is paid for in full.

LIMITED LIABILITY - IT IS UNDERSTOOD THAT NEITHER PAVION CORP. NOR ANY THIRD PARTY DESIGNATED BY PAVION CORP. WHICH PROVIDES SERVICES TO THE PURCHASER IS AN INSURER. THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE PURCHASER AND THAT THE AMOUNTS PAYABLE TO PAVION CORP. HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE PURCHASER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN PURCHASER'S PREMISES. PAVION CORP. MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT. THE PURCHASER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF PAVION CORP. OR ANY SUCH THIRD PARTY AND AGREES THAT PAVION CORP. AND ANY SUCH THIRD PARTY SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE IS DESIGNED TO DETECT OR AVERT; THAT IF PAVION CORP. OR ANY SUCH THIRD PARTY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF SERVICE IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO \$250 AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE OF ANY DEGREE, ACTIVE OR OTHERWISE OF PAVION CORP. AND ANY SUCH THIRD PARTY AND THEIR AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST PAVION CORP. MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE.

PURCHASER IS HEREBY GIVEN AN ABSOLUTE AND UNEQUIVOCAL OPTION TO REQUIRE THE CONTRACTOR TO ASSUME LIABILITY BEYOND THAT INDICATED ABOVE. IF THE PURCHASER EXERCISES SUCH OPTION, A RIDER TO THIS CONTRACT WILL BE ENTERED INTO AND SIGNED BY THE PARTIES HERETO PROVIDING FOR THE EXTEND OF CONTRACTOR'S ADDITIONAL LIABILITY IN CONSIDERATION FOR WHICH THE PURCHASER AGREES TO PAY THE CONTRACTOR ADDITIONAL SERVICE CHARGES SPECIFIED IN THE RIDER WHICH SHALL BE CONSONANT WITH CONTRACTOR'S ADDITIONAL COST OF OBTAINING LIABILITY INSURANCE COVERING THE FULL SCOPE OF LIABILITY REQUESTED BY THE PURCHASER, IN WHICH EVENT THE CLAUSE ABOVE WILL BE NULL AND VOID, PROVIDED, HOWEVER, THAT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD CONTRACTOR AS AN INSURER.

It is understood and agreed that if Pavion Corp. is contracted to provide _____ filing services and it is later determined that the project has been previously filed by others, only 50% of the contracted amount attributed to filing services will be refunded by Pavion Corp.

Days of Work - It is agreed that all installation, alteration, maintenance and other work, including inspections and tests of said systems, shall be performed during regular daytime business hours exclusive of Saturdays, Sundays, and holidays unless the Purchaser otherwise directs in which case the Purchaser hereby agrees to pay Pavion Corp. any increased cost resulting therefrom.

It is understood and agreed that in many businesses it is impossible to hide all wiring necessary to install the system; therefore, Pavion Corp. and Purchaser will agree on the installation as can best be accomplished by Pavion Corp.

Force Majeure - Pavion Corp. assumes no liability for delays in installation or alterations of equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God, or any other cause beyond the exclusive control of Pavion Corp. and Pavion Corp. will not be required to supply service while such delay or interruption shall continue.

Prior Knowledge of Premise - Purchaser acknowledges that Pavion Corp. has no knowledge of existing hidden pipes, wires, or other like objects within walls, floors, ceilings, and other concealed spaces, and it is Purchaser's obligation to advise Pavion Corp. of such hidden objects, failing which Pavion Corp. shall have no liability whatsoever for any damages, losses or expenses for personal injury, including death, or to real or personal property caused by or involving such hidden objects during installation and/or repair of the system, even if due to the active or passive, sole, joint or several negligence of Pavion Corp. and/or its agents, servants, employees, suppliers, or subcontractors.

Severability - If any term, covenant, condition, or provision of this proposal is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this proposal shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

In the event this document is being referenced by another document by name or number, or is referenced by attachment, or annexation (whether by an exhibit, attachment, or scope of work), the terms and conditions herein shall control in the event of a dispute with the terms of the referencing document.

Pavion Corp. reserves the right to charge for, on a time and material basis, any unforeseen; or unanticipated costs it incurs as a direct result of the Purchaser's actions or lack thereof. Additionally, if possession of material/ equipment is not taken within six months Pavion Corp. reserves its right to charge an additional fee of up to 10% for storing the material/equipment.

Purchaser acknowledges that events may occur in which Pavion Corp. must file additional items with the local governing bodies. If such additional filings are required Subscriber agrees that Pavion Corp. may charge and Purchaser will pay an additional filing fee.