



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 #: _____

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.