

SECURITY TRACK, LLC

19 Davis Road
Woodbridge, CT 06525
212-764-6450

Standard Security Track Sales Contract

Buyer's Name: _____ Company- _____
Address: _____ Tel. _____ Fax - _____

SECURITY TRACK (herein referred to as "ST" Or "Seller") agrees to provide ONE Security Track GemTracker II unit(s) covertly installed in () Small () Medium () Large GEMSAFE () Vehicle Unit () Custom

Services Requested : () Tracking & Recovery () Weekly Reports \$ 99 per mo. (Payable Quarterly-In Advance)
() One Year Plan \$129.99/mo. () Three Year Plan \$ 119.99/mo. () 5 Year Plan \$ 99.99/mo.() Damage Protection \$ 40/ mo.

Purchase Price: \$ 2,500.00
Taxes: \$ 206.25
Total: \$ 2,706.25 50% Deposit \$ 1353.13 Balance \$ 1353.12
Monthly Monitoring Cost: \$
Coverage Area: Continental US
Credit Card Visa() MasterCard() AMEX () # _____ Exp. _____
Cardholder _____ Authorized Signature _____
Billing Address _____

Buyer understands that GEMTracker II is an Electronic Signaling Device that depends on a variety of communications networks not under the control of Security Track (ST). ST does not warrant that tracking or location signals will be transmitted or received in all circumstances, and may be affected by weather conditions, electrical interference, system failures, poor signal reception, weak batteries, and other factors. Buyer agrees that GEMTracker is not a substitute for security precautions or insurance coverage. ST is not an insurer and will not be held liable for any losses arising from the use of ST or GEMTracker II whatsoever.

LIMITED WARRANTY

In the event that GemTracker II becomes defective, or in the event that any repairs are required, ST agrees to make all repairs and replacement of parts without cost to the Buyer for a period of one (1) year from the date of installation. ST reserves the option to either replace or repair the GemTracker II, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by fire, shock, electrical surge, tampering, abuse, wear and tear to the unit, or flood. Except as set forth in this agreement, ST makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. ST does not represent nor warrant that the GemTracker II may not be compromised or circumvented, or that GemTrackerII will prevent any loss by burglary, hold-up, fire or otherwise; or that the GemTrackerII will in all cases provide the protection for which it is installed. ST expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

The warranty does not cover any damage to material or equipment caused by accident, misuse, or tampering, Attempted or unauthorized repair service, modification, or improper installation by anyone other than ST. ST shall not be liable for consequential damages. Buyer Acknowledges that any affirmation of fact or promise made by ST shall not be deemed to create an express warranty unless included in this contract in writing: that Buyer is not relying on ST's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement.

Buyer's exclusive remedy for ST's breach of this contract or negligence to any degree under this contract is to require ST to repair or replace, at ST's Option, any equipment or part of the GemTracker II which is non-operational.

This warranty gives you specific legal rights and you may also have other rights which vary from State to State.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS SALE WHICH ARE PART OF THIS CONTRACT.

Buyer: Signature, & Print Name		Date
Address	City, State, Zip	A/C Tel
E-Mail Address		A/C FAX
User Name	Password	

1. **DELAY IN INSTALLATION:** ST shall not be liable for any damage or loss sustained by buyer as a result of delay in delivery of equipment, equipment failure, or for interruption of service due to any cause whatsoever, including ST's negligence in the performance of this contract.
2. **TESTING OF TRACKING SYSTEM:** The parties hereto agree that the GemTracker II, once delivered, is in the exclusive possession and control of the Buyer, and it is Buyer's sole responsibility to test the operation of the GemTracker II and to notify ST in writing if any equipment is in need of repair. ST shall be required to service the system to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m., Monday through Friday. Buyer agrees to test and inspect the GemTrackerII immediately upon receipt and to advise ST in writing within three days of any defect, error or omission in the GemTracker II system. In the event Buyer complies with the terms of this agreement and ST fails to repair the GemTrackerII within 48 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Buyer agrees to send written notice that the GemTrackerII is in need of repair to ST, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the equipment is in issue, the Buyer shall be precluded from raising the issue that the GemTrackerII was not operating unless the Buyer can produce a post office certified or registered receipt signed by ST, evidencing that service was requested by Buyer.
3. **FEES:** ST shall be permitted to increase the charges provided herein at anytime or times after the expiration of one year from the date herein, upon giving notice to the Buyer. If the Buyer is unwilling to pay such increased charge, ST shall be permitted at it's option, upon written notice to Buyer, to rescind the increase or to terminate this agreement, as if the term had expired, and the Buyer shall be relieved of any obligation to pay any charge after that date. Buyer's failure to object to any such increase within 10 days of notification shall be deemed an acceptance of said increase.
4. **BUYER'S RESPONSIBILITIES:** Buyer is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the equipment and shall promptly on demand reimburse and indemnify ST for any such expenses. Should ST be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Buyer agrees to pay ST for such service or material.
5. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS:** Buyer agrees to and shall indemnify and hold harmless ST, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorneys' fees and losses asserted against and alleged to be caused by ST's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against ST or ST'S subcontractors arising out of this agreement or the relation of parties hereto.
6. **EXCULPATORY CLAUSE:** ST and buyer agree that the GemTracker II is the property of ST. Buyer agrees that ST does not guarantee that no loss will occur. ST is designated to reduce certain risks of loss, though ST does not guarantee that no loss will occur. ST is not assuming liability, and therefore shall not be liable to Buyer for any loss or damage sustained by Buyer as a result of robbery, burglary, theft, hold-up fire, equipment failure, fire, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ST's negligent performance or failure to perform any obligation.
7. **INSURANCE:** The Buyer shall maintain a policy of liability, burglary and theft insurance under which ST and the Buyer are named as insured, and under which the insurer agrees to indemnify and hold ST harmless from and against all costs and expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by ST's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any loss, injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Buyer. ST shall not be responsible for any portion of any loss or damage against which the Buyer is indemnified or insured.
8. **LIMITATION OF LIABILITY:** Buyer agrees, that should there arise any liability on the part of ST as a result of ST's negligent performance to any degree of failure to perform any of ST's obligations or equipment failure, that ST's liability shall be limited the sum of \$250.00 or 5% of the sales price, whichever is greater. If Buyer wishes to increase ST's maximum amount of ST's limitation of liability, Buyer may as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with ST's increased liability. This shall not be construed as insurance coverage.
9. **LEGAL ACTION:** In the event ST institutes legal action to recover any amounts owed by Buyer to ST hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 ½% per month from the date payment is due and ST's legal fees of 33% of every amount due ST by Buyer. The parties waive trial by jury in any action between them. In any action commenced by ST against Buyer, Buyer shall not be permitted to interpose any counterclaim. Any action by Buyer against ST must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against ST in respect to other services rendered in connection with this other action that Buyer may have or bring against ST in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Buyer waives personal service of any legal process and consents that service of process may be made by the United States Postal Service by certified or registered mail. In the event Buyer fails to pay ST any monies when due, Buyer shall pay interest at the rate of 1 ½% per month from the date when payment is due.
10. **ST'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Buyer agrees that ST is authorized and permitted to subcontract any services to be provided by ST to third parties who may be independent of ST, and that ST shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Buyer acknowledges, that this agreement, and particularly those paragraphs relating to ST's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of ST.
11. **FULL AGREEMENT/SEVERABILITY.** This agreement constitutes the full understanding of the parties and may not be amended or modified except in writing signed by both parties. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.