

TERMS AND CONDITIONS OF SALE

1. APPLICATION OF TERMS AND CONDITIONS

- 1.1. The Seller (DMT, LLC) shall sell, and the Buyer shall purchase the Products and Services in accordance with any quotation or offer of the Seller which is accepted by the Buyer.
- 1.2. These Terms and Conditions of Sale constitute a legally binding agreement made between the Buyer and the Seller.

2. INTERPRETATION

- 2.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - 2.1.1. Business Day: Means any day other than Saturday, Sunday or ban holiday.
 - 2.1.2. Buyer: Means the person who accepts the quotations or offer of the Seller for the sales of the Products and Services or whose order for the Products and Services is accepted by the Seller.

3. PRICE AND PAYMENT

- 3.1. Prices are quoted in US Dollars (\$). The Buyer must pay in the currency in which the Product and Services price is quoted or is selected.
- 3.2. Payment terms, unless expressly agreed upon by both parties, are as follows;
 - 3.2.1. PRODUCTS: 50% payment upon receipt of Purchase Order or Award of Contract
 - 3.2.2. 50% payment up shipment of the Products
 - 3.2.3. SERVICES: 100% payment upon receipt of Purchase Order or Award of Contract
- 3.3. Net-15, or 15 days, are on all invoices.
- 3.4. The Buyer must adhere to the terms to continue the contract or Products and Services are subject to a late fee of 1%.
 - 3.4.1. A Late Fee is considered 30 days past the date of Invoice and will be 1% of the outstanding balance per month or the maximum rate permitted by law.
- 3.5. The Buyer is responsible for providing complete an accurate billing and contact information to the Seller and notifying the Seller of any changes to such information.

4. METHOD OF DELIVERY

- 4.1. All Products delivered pursuant to the terms of this Agreement shall be packed for shipment, marked for shipment to the destination point specified in the applicable purchase order or pursuant to electronic data interchange and delivered to the carrier or forwarding agent designated by the Buyer or its appropriate Affiliate. Unless otherwise specified, delivery of Products will be EXW Palmetto, FL (Seller's address) or its appropriate Affiliate in the relevant purchase order. Notwithstanding the foregoing, with respect to freight qualifying orders, the Buyer is responsible for freight, insurance and other shipping expenses, including customs duties as applicable.
- 4.2. Shipping. The Seller shall suitably pack, mark and ship any goods purchased hereunder in accordance with any instructions from The Buyer and the requirements of common carriers so as to secure the lowest transportation costs and to prevent damage to the goods while in transit.
- 4.3. Title and Risk of Loss. Title and risk of loss to all Product shall pass to The Buyer or its appropriate Affiliate upon delivery to the destination specified by The Buyer or its Affiliates in the relevant purchase order and signature of the Buyer's or its appropriate Affiliate's agent certifying receipt of the Product.
- 4.4. Records. Supplier shall keep complete, correct and accurate books of account containing all records that are required according to its business processes and policies or as required to verify performance under the Agreement. Records shall be maintained for a minimum of 2 years.

5. NATURE OF RELATIONSHIP

- 5.1. For the purposes of the Agreement, the Parties are deemed to be independent contractors. It is expressly agreed that the Agreement and the relationship between the Parties hereby established do not constitute a partnership, joint venture, agency or contract of employment. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, except as authorized in writing by the Party to be bound. Neither Party shall bind nor attempt to bind the other to any contract or to the performance of any obligation, nor represent to third parties that it has any right to enter into any obligation on the other's behalf.

6. CANCELLATION

6.1. The Buyer may cancel the order in writing within 15 days of receipt of Purchase Order without penalty. After the 15 days, the Buyer is subject to a Cancellation Fee.

6.1.1. The Cancellation Fee is applied on all orders and is based upon contract value unless otherwise expressly stated by the Seller.

6.2. Restocking Fee. A Restocking Fee will then be applied to the order should the Buyer cancel after 15 days.

6.2.1. The Restocking Fee is 25% of the contract value of Seller Products unless otherwise expressly stated by the Seller.

6.2.2. The Restocking Fee is 50% of the value of the Cameras sold under contract with Buyer unless otherwise expressly stated by the Seller.

6.3. The Buyer will not be held responsible for any consequential damages resulting from error in the Products or Services.

6.4. The Seller may cancel the Purchase Order and/or contract in writing if there is just cause and/or if the Buyer does not uphold the terms listed by this document, the TERMS AND CONDITION OF SALE.

6.5. The Seller reserves the right to charge the Buyer for time, parts, and services rendered under the Contract in conjunction with their written Notice of Cancellation.

6.5.1. Notice. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder (other than routine operational communications) shall be in writing and shall be deemed given only upon delivery by: (a) personal delivery to the designated individual; (b) certified or registered mail, postage prepaid, return receipt requested; (c) a nationally recognized overnight courier service with confirmation of receipt; or (d) facsimile transmission with confirmation of receipt. Notices given by counsel to either Party shall be deemed given by such Party. All such notices must be addressed as follows or such other address as to which either Party hereto may have notified the other in writing:

If to DMT, LLC, to:

DMT, LLC

1905 Intermodal Circle, Suite 217

Palmetto, FL 34221

Attention: Jeffry Robinson

CC: Eddie R. Hughes

7. INDEMNIFICATION

- 7.1. Each party shall indemnify, defend and hold harmless the other and its affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expenses (including counsel fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the indemnifying party, its personnel or agents during the course of the Services under this Agreement.
- 7.2. Hold Harmless and Indemnification Notwithstanding paragraph (4.1.) above, The Buyer shall fully indemnify, defend (by counsel reasonably acceptable to The Seller (DMT, LLC)) and hold harmless The Seller and its officer, directors, agents and employees from and against any and all claims, demands, lawsuits, causes of action, liability, and losses and expenses (including, but not limited to attorneys' fees), injury and/or damage of any kind whatsoever including without limitation all claims of personal injury, equitable relief, and/or wrongful death, whether brought by an individual or other entity or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency that arises out of any acts of negligence, omission, or willful misconduct in any way on the part of Subcontractor in the course of or in connection with performance of the requirements.
- 7.3. There is no other indemnification provided to The Seller or The Buyer by either The Buyer or The Seller (DMT, LLC) under this Contract.

8. FORCE MAJEURE

- 8.1. Neither party to the Agreement shall be considered to be in default of its obligations under this Agreement to the extent that failure to perform any such obligation arises out of causes beyond the control and without the fault or negligence of the affected party.

9. RIGHTS IN DELIVERABLES

- 9.1.1. All intellectual property rights in the Deliverables remain in and/or are assigned to The Seller (DMT, LLC).
- 9.1.2. Neither the Buyer nor or its Affiliates shall have or obtain rights in any of the Seller's pre-existing intellectual property. As between The Seller and The Buyer, The Seller's pre-existing intellectual property will be deemed Confidential Information of The Seller.
- 9.1.3. The parties acknowledge and agree that in no event shall The Seller be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables. In addition, The Seller shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

10. SEVERABILITY

- 10.1. If any term or other provision of the Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible, and in any case such term or provision shall be deemed amended to the extent necessary to make it no longer invalid, illegal or unenforceable.

11. CONTENTS OF NOTICE OF TERMINATION

- 11.1. When a Party is permitted or required to give written notice of termination under the Agreement, such notice shall state with reasonable particularity the nature of the breach, the steps required to cure if such breach is by its nature curable, and either (i) the Party's intent to terminate the Agreement if a curable breach is not cured, or (ii) the Party's election to immediately terminate the Agreement if the breach is not curable.

12. EFFECT OF TERMINATION

- 12.1. In the event the Agreement expires or terminates for any reason, each Party will continue to abide by the provisions hereof which expressly or by reasonable implication contemplate survival, except where continuance would violate regulatory requirements or otherwise be unlawful. The termination of the Agreement shall not prejudice any rights under the Agreement which may have accrued up to and including the date of termination.
- 12.2. In the event the Agreement expires or terminates for any reason,
- 12.2.1. The Seller shall be required to deliver and The Buyer shall be required to accept only such Product theretofore ordered from The Seller by The Buyer pursuant to purchase orders placed in accordance with the terms of the Agreement before such expiration or termination becomes effective; and
- 12.2.2. Each Party shall promptly return to each other any and all Confidential Material of the other Party in its possession and/or control. Notwithstanding the foregoing, the receiving Party shall be permitted to retain one archival copy, to be kept confidential and segregated from the receiving Party's regular files, to the limited extent necessary to put forward claims or defenses in any actual or threatened litigation and/or as necessary to comply with any legal or regulatory requirement.