

AGREEMENT FOR PURCHASE AND SALE OF
HARDWIRE'S BALLISTIC CLIPBOARDS

Effective Date: _____

Seller: **HARDWIRE LLC**

Buyer: _____

Quantity: _____

Price: _____

Specifications: _____

The parties named above, intending legally to be bound, hereby agree to the purchase and sale of ballistic clipboards ("Product") by Hardwire to Buyer ("Sale") in the quantities and at the price set forth above. Hardwire's Standard Terms and Conditions, printed on the reverse side of this Agreement, are incorporated into and are a part of this Agreement.

IN WITNESS WHEREOF, the parties, intending legally to be bound, have executed this Agreement as of the date and year first written above.

HARDWIRE LLC

By: _____
Name: _____
Title: _____

BUYER

Name: _____
By: _____
Name: _____
Title: _____

ATTACHMENT 1 – STANDARD TERMS AND CONDITIONS

1. Purchase and Terms of Payment. Buyer has agreed to purchase the product (the "Product"), in the quantities and at the price set forth on the face of this Agreement. Unless otherwise specified, terms of payment are net cash, 30 days after date of invoice. In the event any invoice is not paid within 30 days after the date thereof Buyer shall pay a late fee on the unpaid amounts at the rate of one and one-half percent (1 1/2%) per month. Buyer shall also pay all collection costs of Seller on any past due amounts including, court costs and attorneys' fees. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name (other than taxes based upon Seller's income), which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.

2. Shipment and Returns. All shipments of the Product shall be made at Buyer's sole expense and shall be made by Seller F.O.B. point of shipment. Title and risk of damage to or loss of goods shall pass to Buyer upon delivery by Seller to the carrier. All shipments are final, and no Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller.

3. Limited Warranty. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR BY OPERATION OF LAW OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT OR OTHER ITEM SOLD OR FURNISHED HEREUNDER. Buyer assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.

4. Claims. Failure to give notice of claim under this Agreement within ten (10) days from date of delivery, or the date fixed for delivery (in case of non-delivery) and, for latent defects, within ten (10) days after discovery of such defect, shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be and shall relieve Seller of any such claim by Buyer. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.

5. Limitation of Remedies. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE THE REPAIR OR REPLACEMENT OR, IN SELLER'S SOLE DISCRETION, A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT DETERMINED BY SELLER TO BE DEFECTIVE; PROVIDED THAT BUYER SHALL HAVE NOTIFIED SELLER IN WRITING OF SUCH DEFECT, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT.

6. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE SALE OR FURNISHING OF ANY GOODS, HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, OR COSTS OF SUBSTITUTE GOODS. IN NO EVENT SHALL SELLER BE LIABLE FOR THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER INTENTIONAL MISCONDUCT OF ANY THIRD-PARTY NOR SHALL SELLER BE LIABLE FOR ITS OWN NEGLIGENCE, BUT SELLER SHALL ONLY BE LIABLE FOR ITS GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT. BUYER'S SOLE REMEDY FOR ANY LIABILITY OF SELLER OF ANY KIND SHALL BE LIMITED TO THE REMEDY SET FORTH IN SECTION 5 ABOVE. SELLER WILL NOT BE RESPONSIBLE FOR MEETING ANY FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS, UNLESS BUYER SO SPECIFIES IN WRITING AT THE TIME OF ORDER AND AN AUTHORIZED EMPLOYEE OF SELLER AGREES THERETO IN WRITING.

7. Force Majeure. No liability shall result from Seller's delay in performance or non-performance, directly or indirectly, caused by circumstances beyond the Seller's control, including, but not limited to Acts of God, fire, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, shortage of supply or fuel, power, equipment or transportation or commercial impracticability, as well as other interferences beyond the Seller's reasonable control ("Force Majeure"). Quantities so affected may be eliminated from the Agreement without liability, but the Agreement shall remain otherwise unaffected.

8. Indemnification. Buyer shall indemnify and hold Seller, its officers, directors, employees, agents, stockholders, affiliates, successors and assigns harmless from and against all claims, liabilities, losses, damages, costs and expenses sustained by them (including attorneys' fees) arising out of, or in any way connected with Buyer's ownership or use of the goods, including acts or omissions of Buyer or its affiliates, employees, officers, directors, agents or customers, whether or not caused or claimed to have been caused by negligence, gross negligence, or other breach of duty or intentional misconduct.

9. Attorneys' Fees. In the event that any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any provision contained herein, Seller shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

10. Miscellaneous. The Agreement to which these Terms and Conditions apply shall be binding upon and inure to the benefit of the parties permitted successors and assigns. This Agreement may not be assigned or otherwise transferred by Buyer, in whole or in part, without the prior written consent of Seller. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement and these Terms and Conditions shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision. THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR THE ISSUES RAISED BY THAT DISPUTE. This Agreement and these Terms and Conditions is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Maryland, without regard to choice of law or conflicts principles of Maryland or any other jurisdiction, and the courts of Maryland shall have exclusive jurisdiction over any disputes or issues arising under this Agreement, and the parties submit to the venue of the courts of Worcester County, Maryland. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Product sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Upon Buyer's acceptance of the Products, Buyer shall be deemed to have accepted and consent to the terms and conditions set forth herein.