

SAMPLE SCW Credit Terms Agreement

All sales by Security Camera Warehouse, INC, a Delaware corporation ("Seller"), are subject to approval and acceptance by an authorized representative of Seller and are made subject to the following terms and conditions:

APPLICABILITY

These terms and conditions of sale (these "Terms") are the only terms which govern the sale of goods (the "Goods") by Seller to Buyer. Buyer agrees that it is a merchant as that term is used under applicable law. Seller's acceptance of any order is expressly subject to Buyer's assent to these Terms, and Buyer's assent and agreement to these Terms shall be conclusively presumed from Buyer's acceptance of all or any part of the Goods ordered. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Terms additional to or different from those in these Terms, including, but not limited to, terms contained in Buyer's purchase order or Buyer's general terms and conditions of purchase, are deemed material and hereby rejected unless otherwise expressly accepted by Seller in writing.

SHIPPING AND DELIVERY OF GOODS; TITLE; RISK OF LOSS

(a) Unless otherwise agreed in writing by Seller, all Goods are delivered upon being made available for shipment at Seller's facility. (b) Unless otherwise agreed in writing by Seller, title to Goods and risk of loss shall pass to Buyer upon tender of delivery, F.O.B. Seller's facility. Buyer shall be solely responsible for securing and inspecting Goods at the point of shipment, and Seller shall have no liability for damage incurred in the loading, shipment or unloading of Goods. (c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer.

INSPECTION AND REJECTION OF NON CONFORMING GOODS

(a) Buyer shall inspect all Goods within five (5) calendar days of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any non conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. At Seller's request and option, Buyer must provide Seller an opportunity to examine the alleged nonconforming Goods without delay or a sample of the alleged non conforming Goods. The Goods are in conformity if they do not deviate from the agreed specification at the time of passage of title and risk. (b) If Buyer timely notifies Seller of any non conforming Goods, Seller shall, in its sole discretion, either (i) replace such non conforming Goods with conforming Goods, or (ii) repair or remediate the non conformity, or (iii) credit or refund the purchase price for such non conforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer

shall ship, at its expense and risk of loss, the non conforming Goods to the location specified by Seller. If Seller exercises its option to replace non conforming Goods, Seller shall, after receiving Buyer's shipment of all non conforming Goods, ship to Buyer, at Buyer's expense and risk of loss, conforming Goods. (c) Buyer acknowledges and agrees that the remedies set forth in Section 3(b) are Buyer's exclusive remedies for the delivery of non conforming Goods. Except as otherwise provided herein, all sales of Goods to Buyer are final and Buyer has no right to return Goods to Seller. No order may be canceled or changed in whole or in part without the prior written consent of Seller.

TERMS & CONDITIONS OF PAYMENT

(a) Standard payment terms are net 30 days from the date of the invoice in U.S. dollars, unless otherwise indicated in the quote, purchase order, or invoice. Sales made by Purchase Order are to be paid via wire transfer, ACH transfer, or check only. All sales are subject to the approval of Seller's credit department. (b) An approved credit limit may be high enough to allow for multiple orders from Buyer to be outstanding at any one time. Any single payment toward these outstanding orders must cover an order in full. No partial payment of an outstanding order will be accepted, unless a special circumstance is approved by Seller's credit department. (b) If Buyer fails to make payment in accordance with the terms hereof or fails to comply with any provision hereof, Seller may, at its option and in addition to any other remedies, cancel any unshipped portion of Buyer's order and Buyer shall remain liable for all unpaid accounts. Payment by Buyer of the price of the order shall be a condition precedent to Buyer's right to assert any claim against Seller. (c) All sales are final. Buyer's obligation to pay any and all amounts due under the terms of these Terms is absolute and unconditional, shall not be subject to cancellation, termination, modification, or repudiation by Buyer, and shall be paid and performed by Buyer without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim, or recoupment whatsoever, including, but not limited to, any past, present, or future claims that Buyer may have against Seller or any manufacturer, supplier, or vendor of any Goods purchased hereunder or any other person or entity whatsoever. Any partial payments accepted by Seller will not affect any of Seller's rights to recover the full amount due Seller under these Terms, and such partial payments will be credited to Buyer's account. Partial payments, if applicable, will be applied to the oldest unpaid balances first. (d) In the case of late payments, Buyer will be responsible to pay an interest charge of 1.5% per month (18% per year) on all past due amounts, calculated from the day the amount became past due. If Buyer fails to pay Seller any amount owing when due, Seller shall be entitled to pursue any and all remedies available at law, by statute, or in equity. Buyer agrees to pay all collection costs and expenses, including reasonable attorneys' fees, incurred by Seller in collecting or attempting to collect any past due account. (e) After 45 days from purchase, all discounts or coupon codes will be invalidated. Buyer will be responsible for the greater of a 10 percent penalty or the discount provided on the equipment. (f) Should the

financial responsibility or condition of Buyer at any time become unsatisfactory to Seller, Seller shall have the right to suspend performance of any order and/or require payment in advance for any shipment hereunder and/or require satisfactory security or other adequate assurance satisfactory to Seller, in its sole discretion. All obligations of Seller, including without limitation, Seller's obligations with respect to non conforming Goods as set forth herein, are subject to Seller withholding any performance (or payment, if applicable) which Seller determines reasonably necessary to fully protect and insure Seller against Buyer's failure to make payment as required hereunder or any other breach or threatened breach of Buyer's obligations hereunder or any other contract between Buyer and Seller. (g) Prices do not include any present or future federal, state, or local taxes based upon or measured by the sale, use, manufacture, or shipment of the Goods covered hereby. All such taxes shall be for Buyer's account, and, if paid by Seller, Buyer agrees to reimburse Seller on demand the full amount thereof.

LIMITATION OF LIABILITY

(a) IN NO EVENT SHALL SELLER BE LIABLE, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COST OF SHIPMENT, DOWNTIME, LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, OR LOST SALES. (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

TERMINATION

In addition to any remedies that may be provided under these Terms, Seller may terminate Buyer's order(s) and/or these Terms with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and such failure continues for 10 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

FORCE MAJEURE

Seller shall not be liable for any failure or delay in manufacture, shipment, or delivery of Goods resulting from any cause beyond Seller's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, hurricane, flood, or other casualty or acts of God, strike, lockout, or other labor difficulty, riot, war, terrorism, insurrection, shortage or inability to secure labor, raw materials, production, or transportation

facilities. If due to any of the causes set forth herein, Seller is unable to produce sufficient Goods to meet all demands from customers, Seller shall have the right to allocate production among its customers as Seller shall determine in its sole discretion.

MISCELLANEOUS

(a) These Terms shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A., exclusive of conflict of laws principles. Buyer irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Buncombe County, North Carolina. BUYER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THESE TERMS. (b) Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under these Terms. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under these Terms or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate these Terms if any governmental authority imposes anti dumping or countervailing duties or any other penalties on the Goods. (c) These Terms, along with Seller's invoices and/or acceptance of Buyer's purchase orders, constitute the entire agreement between the parties and are intended to be the complete and final statement of the agreement between Buyer and Seller. All proposals, negotiations, and representations, if any, made prior to the date hereof, whether oral or in writing, are merged and superseded by these Terms, and these Terms may be modified only by a writing signed by Buyer and Seller. Buyer's terms and conditions in its purchase orders shall not apply, and Buyer agrees to the Terms contained herein in lieu of its standard terms and conditions. (d) Buyer may not assign these Terms without Seller's prior written consent. (e) No waiver of any right will be effective against Seller unless supported by consideration and expressly stated in writing signed by Seller. The failure of Seller to enforce any right will not be construed as a waiver of Seller's right to enforce any such right in the future. The failure of Seller to require strict performance of any provision shall not diminish Seller's right thereafter to require strict performance of any provision. (f) Any provision of these Terms prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.