

TERMS AND CONDITIONS OF SALE

READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY. BY ORDERING PRODUCTS FROM CLEARVIEW SOLUTIONS GROUP LLC, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF SALE.

Effective Date: 07/11/2019

Parties

The terms “we”, “us”, and “Seller” as used herein refer to Clearview Solutions Group LLC. The terms “you” and “Purchaser” refer to the persons or entities whose names appear on the applicable invoice or purchase order to which these Terms and Conditions of Sale apply. Seller and Purchaser are sometimes referred to collectively herein as the “Parties”; and each as a “Party”.

Payment Terms

We will not begin production until payment is made in full. We accept checks, money orders, cashier’s checks and wire transfers.

In addition, rush fees may need to be applied if the product(s) are needed on a specific date that does not allow our production team the required time to complete the project. In addition, if you fail to make any payment as and when due, you agree to pay any costs of collection, including reasonable attorney fees, which may be incurred by us. We may recover those amounts by any means permitted by law.

Due to the custom nature of each order, once an order is confirmed by us, Buyer can no longer cancel the order and the amounts paid under each order become nonrefundable. Buyer will be required to pay all taxes associated with the sale of the products, other than taxes owed by Seller in connection with its net income.

Shipping; Risk of Loss

Unless otherwise provided in the applicable invoice or purchase order, or agreed in writing by the Parties, delivery is FOB Seller’s place of business. A tracking number will be sent to the email associated with the applicable invoice or purchase order on the day the goods are due to ship. Seller will not be responsible or liable for any shipping delays or any damage to the product(s) that occurs while being shipped. If damage occurs en route, you agree to pursue redress only through the carrier or carriers charged with delivery. Purchaser will pay shipping charges in addition to the purchase price to Seller, who will pay the carrier charged with delivery. At the Purchaser’s request, the Seller will bill shipping directly to Purchaser’s shipping account with a preferred carrier.

Lead Times

We will make a good faith effort to deliver any products ordered within the estimated timeframe set forth in the purchase order. We will not be held liable for any failure or delay in performance

to the extent that the failure or delay is proximately caused by forces beyond our reasonable control, including, without limitation, natural disasters, war, imposition of government restrictions, and failure of suppliers, subcontractors, and carriers.

International Orders

Orders shipped outside of the United States may be subject to import taxes, customs duties and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches the recipient's country. Additional charges for customs clearance must be fulfilled by the recipient.

Customs policies vary widely; you should contact your local customs office for more information. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates.

Acceptance

Within a reasonable period following the receipt of each product, you agree to test the product. The product will be deemed accepted on the thirtieth day after delivery or upon delivery of a confirmation of acceptance by you to us.

Warranty Terms

You hereby acknowledge that we are a value-added reseller and that, except as follows, we do not provide any warranties in connection with our products. We provide a one-year limited warranty ("Warranty Period") for any cracking or other defects to the camera enclosure body; provided that the foregoing is not caused by the misuse or negligence of the buyer or any agent or customer of buyer. In the event that a defect is discovered within the Warranty Period, please contact us at Support@clearviewsolutionsgroup.com and we will provide further instruction. The sole remedy available under this limited warranty is the replacement of the defective part. To the extent that there is a defect in camera, software, or other components of our product, we agree to reasonably assist you, at your cost and expense, in making any warranty claims with the original manufacturer of such parts, to the extent that any such warranty is available.

You represent and warrant that you will use the products in compliance with any use guidelines and other requirements of the manufacturers of the component parts of the products. To the extent that any other component or software is defective, you must make warranty claims with the original developer and/or manufacturer of such products.

Other than as set forth above, our products are not subject to any other warranty whatsoever unless otherwise agreed in writing.

SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF INFRINGEMENT, WARRANTY OF TITLE, AND ANY OTHER WARRANTIES THAT MAY OTHERWISE BE AVAILABLE AT LAW APPLICABLE TO SELLER'S PRODUCTS.

In no event shall Seller be liable for incidental or consequential damages of any kind, including, but not limited to, personal injury, property loss, or lost profits. Seller's maximum total liability shall not exceed the total fees for services rendered or products sold under a particular purchase order.

Assumption of Risk; Waiver of Claims

Purchaser acknowledges that there are certain risks associated with the use, installation, ownership, and/or possession of our product(s) which cannot be entirely mitigated or avoided despite the exercise of caution, including, without limitation, the risks of personal injury, death, and property damage. Purchaser expressly and voluntarily assumes all such risks and liabilities. Further, Purchaser, on its own and on behalf of its heirs, assigns and successors in interest, now and forever waives, releases, and discharges Seller and its members, officers, employees, agents, successors, and assigns from any and all claims, losses, expenses, damages, liabilities, injuries, and causes of action of any nature, including, but not limited to, personal injury, wrongful death, and property damage, that may in any manner arise from or be related to the use, installation, ownership, and/or possession of any product(s) purchased from Seller.

Indemnification and Liability

Purchaser shall indemnify, defend, and hold harmless Seller and its members, officers, employees, agents, successors, and assigns from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) arising from or occurring as a result of (a) Purchaser's breach of any representation, warranty, covenant or obligation set forth herein or (b) the use, installation, or possession by Purchaser of any product(s) sold by Seller, including without limitation to the extent any property damage, personal injury or death results therefrom, except to the extent caused by Seller's gross negligence or willful misconduct. The provisions of this paragraph shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. In no event shall Seller be liable for any indirect, special, or consequential loss or damages arising from Purchaser's use of the Product, including, but not limited to, loss profits and loss revenue, even if informed of the possibility of such damages.

Intellectual Property

Seller or the parties that Seller purchases components or software from shall retain ownership of all Intellectual Property Rights associated with any and all products sold by Seller to Purchaser, including but not limited to all design and engineering work. Purchaser agrees not to decouple or reverse engineer the products and agrees to use the products, and the components included therein, in accordance with the manufacturer's recommendations and restrictions. "Intellectual Property Rights" means any and all design, engineering, inventions, materials, know-how, trade secrets, technology, formulas, processes, ideas, or other discoveries conceived or reduced to practices, whether patentable or not, also including without limitation patent, copyright, trademark, service mark, trade secret, moral, and contract rights in any country or jurisdiction in the world and all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues of them now or hereafter in force.

Independent Contractors

Nothing contained in herein shall be construed as creating a joint venture, partnership or employment relationship between the Parties; rather, the Parties at all times shall be independent contractors vis-à-vis one another.

Miscellaneous

No failure of Seller to exercise or enforce any of its rights hereunder shall act as a waiver of subsequent breaches by Purchaser; and the waiver of any breach shall not act as a waiver of subsequent breaches. Seller's acceptance of payment with knowledge of a default by Purchaser shall not constitute a waiver of any breach. The invalidity of any term or provision of these Terms and Conditions of Sale shall not affect the validity of any other provision. These Terms and Conditions of Sale, together with all applicable invoices and purchaser orders, constitute the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting, or additional communications; provided, however, that to the extent any provision of these Terms and Conditions of Sale conflicts with any term set forth in an applicable invoice or purchase order, the terms set forth in the applicable invoice or purchase order shall control. Seller may from time-to-time modify these terms and conditions and the version that was in effect at the time an order was placed shall control. These Terms and Conditions of Sale can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought. No modification of these Terms and Conditions of Sale shall be valid unless it is in writing and is signed by all of the Parties. These Terms and Conditions of Sale shall be interpreted and enforced according to the laws of the State of Oregon. Should any action be filed to enforce or interpret any provision hereof, it is agreed that venue of such action shall lie exclusively in any court in Lane County, Oregon having jurisdiction of the subject matter, and that the parties are subject to personal jurisdiction in Lane County, Oregon. Purchaser agrees to pay any costs of collection incurred by Seller, including reasonable attorney fees, regardless of whether an action is filed. In any proceeding to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover from the losing Party reasonable attorney fees, costs, and expenses incurred by the prevailing Party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.