



TWIN SECURITY INC.

TWIN SECURITY INC. LIMITED LIABILITY DISCLAIMER

1) LIMITED GUARANTEE: Twin Security Inc. agrees to replace, free of cost, for a period of *ONE YEAR* from installation, any part of new equipment that was installed in accordance with the described Service Work Report, which upon Twin Security Inc.'s inspection proves to be defective. Twin Security Inc., However, shall not be responsible for Equipment and/or components thereof and or installation which are rendered defective through any negligence, or improper operation, maintenance, abuse and/or mishandling by the Customer listed on the Service Work Report.

2) DISCLAIMER OF EXPRESS AND/OR IMPLIED WARRANTIES: IT SHOULD BE UNDERSTOOD AND AGREED BETWEEN TWIN SECURITY INC. AND THE CUSTOMER LISTED ON THIS SERVICE WORK REPORT, AS WELL AS ANY CORPORATE ENTITY OVERSEEING THE CUSTOMER AS LISTED, THAT TWIN SECURITY INC. DOES NOT ACT AS AN INSURER. THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CUSTOMER OR CORPORATE ENTITY OVERSEEING THE CUSTOMER AS LISTED, THAT THE PAYMENTS PROVIDED FOR WORK ARE BASED SOLELY ON THE VALUE OF THE SERVICE AS SET FORTH AS DESCRIBED AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE CUSTOMER'S PREMISES. TWIN SECURITY INC. DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, OR IT'S FITNESS FOR ANY PARTICULAR PURPOSE OR USE. TWIN SECURITY INC. DOES NOT REPRESENT THAT THE EQUIPMENT HEREBY SOLD OR MAINTAINED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE EQUIPMENT WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE; OR THAT THE EQUIPMENT IN ALL CASES WILL PROVIDE PROTECTION FOR WHICH IT IS INSTALLED. IN CASE THE OPERATION OF THE EQUIPMENT HEREBY SOLD OR MAINTAINED SHALL BE INTERRUPTED BY LOSS OR FAILURE OF TRANSMISSION COMPONENTS OR BECOME DEFECTIVE OR FAIL BY REASON OF THE ELEMENTS, ACCIDENTS, STATE OR MUNICIPAL INTERFERENCE, OR FROM ANY OTHER CAUSE WHATSOEVER, TWIN SECURITY INC. SHALL NOT BE LIABLE. THE CUSTOMER, AND OR ANY CORPORATE ENTITY OVERSEEING THE CUSTOMER, AS LISTED ALSO ACKNOWLEDGES THAT TWIN SECURITY INC. SHALL NOT BE LIABLE BY REASON OF ANY NEGLIGENCE ON THE PART OF THE EMPLOYEES OF TWIN SECURITY INC. THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY TWIN SECURITY INC. OR ITS EMPLOYEES OR AGENTS SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY AND THAT THE CUSTOMER IS NOT RELYING ON TWIN SECURITY INC.'S SKILLS OR JUDGMENT IN SELECTING OR FURNISHING SUITABLE TO HIS OR HER PURPOSE, AND UNLESS DEFECTS OR OMISSIONS ARE CALLED TO TWIN SECURITY INC.'S ATTENTION IN WRITING WITHIN FIVE (5) DAYS AFTER COMPLETION OF INSTALLATION OR SERVICE, BUYER ACCEPTS THE SYSTEM OR SERVICE AS IS. THE CUSTOMER OR CORPORATE ENTITY OVERSEEING THE CUSTOMER AS LISTED ACKNOWLEDGES THAT ADDITIONAL PROTECTION MAY BE OBTAINABLE AT ADDITIONAL COST.

3) LIMITATIONS OF LIABILITY: Notwithstanding any language in this agreement and despite Paragraph two (2) above to the contrary, if Twin Security Inc. should nevertheless be found liable for any loss or damage to persons or property, because of the negligent act or negligent failure to act of Twin Security Inc., its employees or agents, or any other basis whatsoever, the Customer, or corporate entity overseeing the customer as listed, agrees that such liability shall be limited to the sum of \$250.00 as liquidated damages/limitation of liability and shall be exclusive. This figure acknowledges the fact that it would be impracticable and extremely difficult to fix actual damages, if any, which may proximately result from failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to because of, among other things:

- a) The uncertain amount of value of the Customers, or corporate entity overseeing the customer as listed, property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or any audible device sounding;
- c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Twin Security Inc.'s failure to perform or failure of its equipment to operate.

4) INCREASE LIMITATION OF LIABILITY: In the event that the Customer, or any corporate entity overseeing the customer as listed, wishes Twin Security Inc. to assume a limited liability in lieu of the liquidated damages that set forth in paragraph three (3) above, the Customer, or any corporate entity overseeing the customer as listed may obtain from Twin Security Inc. increased limitation of liability by paying an additional monthly service charge to Twin Security Inc. If the Customer, or any corporate entity overseeing the customer as listed, elects to exercise this option, a rider shall be provided setting forth the terms, conditions, amount of limited liability and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Twin Security Inc. as an insurer.

5) INDEMNIFICATION: The Customer, or any corporate entity overseeing the customer as listed agrees to and shall indemnify, defend and hold harmless Twin Security Inc., its employees and agents for and against all claims, lawsuits and losses which claim and/or lawsuit is brought or loss sustained by parties or entities other than the parties to this Agreement (herein referred to as third parties). This Provision shall apply to all claims, lawsuits and damages caused by Twin Security Inc.'s negligent performance, whether active or passive, and to all claims based upon the defects in design, installation, maintenance, operation or non-operation of the Equipment whether those claims be based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Twin Security Inc., its agents, servants, or employees.

This Agreement by Customer to indemnify Twin Security Inc. against claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which occur while an employee of Twin Security Inc. is on Customer's premises and are solely and directly caused by the acts of said employee. This Agreement will apply whether the claim is based on intentional acts, negligence, or strict or product liability on the part of Twin Security Inc.

6) FALSE ALARMS: Twin Security Inc. shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. Customer shall indemnify and hold Twin Security Inc. harmless for all false alarm fines, alarm permit fees or other charges imposed by any municipality, including Twin Security Inc.'s attorney's fees, arising out of the alarm system or Twin Security Inc.'s services related thereto, excluding sales or income tax, if any.

7) INSTALLATION AND SERVICE: Twin Security Inc. agrees to install and service any Equipment in accordance with its standard installation procedures. Twin Security Inc. is hereby authorized to make any preparations, such as drilling holes, making attachments or doing any other thing pertinent to the installation and service of the Equipment and shall not be responsible for any condition created thereby during said installation or service. Customer, or any corporate entity overseeing the Customer as listed acknowledges that Twin Security Inc. has no way of knowing of the existence of hidden pipes, wires, or other obstructions within walls or concealed spaces, and it is the Customer's obligation to make Twin Security Inc. aware of such conditions, failing which, Twin Security Inc. shall have no responsibility whatsoever for any damage that may be caused.

8) SUB-CONTRACTORS: The Customer, or any corporate entity overseeing the customer as listed agrees that Twin Security Inc. is authorized and permitted to subcontract any services to be provided by third parties who may be independent of Twin Security Inc., and that Twin Security Inc. shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Customer or any corporate entity overseeing the customer as listed acknowledges that this agreement, and particularly those paragraphs relating to Twin Security Inc.'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 Twin Security Inc.

7) CERTIFICATE OF COMPLETION: Buyer shall sign a Certificate of Completion on a form to be provided by Twin Security Inc. reciting its satisfaction upon completion of the installation.

Customer Initial:	X:
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