



**FORMER SECRET SERVICE AGENT - PRESIDENTIAL PROTECTION, THE WHITE HOUSE**  
**YOUR GLOBAL SOURCE FOR SECURITY CONSULTING, PRIVATE INVESTIGATIONS,**  
**TECHNICAL SURVEILLANCE COUNTER-MEASURES & EXECUTIVE PROTECTION**  
**1 (888) 831-0809 WWW.LASORSA.COM INFO@LASORSA.COM**

**IPAK – Individual Protective Agent’s Kit Warranty and Terms of Use**

1. **LIMITED WARRANTY/LIABILITY.** Seller warrants no warranty or liability to the Buyer on behalf that such Product is not manufactured or otherwise produced by the Seller. Products are assumed to conform to Seller’s then current specifications as per manufacturer’s specifications and no other warranty is implied or granted by the Seller, not does the Seller guarantee the manufacturer’s warranty or liability. SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, CONCERNING THE PRODUCT OR ITS MERCHANTABILITY, FITNESS THEREOF FOR ANY PURPOSE, OR ITS NON-INFRINGEMENT. Seller shall not be liable for special, indirect, consequential or punitive damages of any kind under this Agreement or otherwise, whether or not caused by its negligence, and assumes no risk whatsoever as to the result of the use of Product either singly or in combination with other material. Buyer assumes responsibility to analyze Product, and Seller shall have no liability if Buyer uses Product that does not conform to the aforesaid specifications. Buyer represents that it is familiar with the characteristics of Product and assumes all responsibility and liability for and will indemnify and hold Seller harmless from any and all loss or injury to persons or property arising out of handling, use or possession of Product delivered to it. IN THE EVENT THAT THIS DISCLAIMER OF LIABILITY IS HELD BY A COURT OF COMPETENT JURISDICTION NOT TO APPLY TO BUYER, SELLER’S MAXIMUM LIABILITY TO BUYER ON ANY CLAIM IN ANY WAY CONNECTED WITH THE SALE OR USE OF ANY OF THE PRODUCTS, WHETHER LIABILITY ARISES IN CONTRACT, FROM BREACH OF WARRANTY, IN TORT OR OTHERWISE, SHALL BE LIMITED TO THE PRODUCT’S INVOICE PRICE.
2. **CLAIMS.** No claims made or submitted by the Buyer will be settled by the Seller.
3. **PATENTS AND PATENT INFRINGEMENT.** Seller’s sale of the Product to Buyer does not convey to Buyer any license or any other right, express or implied, under any patent, trademark or proprietary right of Seller covering the Product. If the Product is specially manufactured to meet Buyer’s designs and/or specifications, Buyer shall indemnify and defend Seller against any claims or actions for unfair competition, for infringements of patents or trademarks, or for any other reason arising out of the manufacture and/or sale of the Product, and shall hold Seller harmless from all damages, costs, loss or expenses, including reasonable attorneys’ fees, arising from Seller’s compliance with Buyer’s designs or specifications. Seller reserves the right to discontinue deliveries without liability to Buyer if in Seller’s opinion the manufacture, sale or use of Product as such would infringe any patent not held by or licensed to Seller.
4. **SEPARATE SALES.** Each delivery of Product shall constitute a separate sale with the same effect as though made under a separate Agreement covering the amount thereof. Any delivery or default by Seller with respect to any delivery shall not affect Buyer’s obligation to order, accept and pay for future deliveries.
5. **WAIVER.** Any waiver by the parties of strict conformance with any of the terms and conditions of this Agreement shall not be a waiver of any subsequent failure to comply with such terms and conditions.
6. **ENTIRETY OF CONTRACT.** This Agreement and attachments contain the entire understanding between the parties. Any other communications, representations or agreements between the parties concerning the purchase and sale of Product are hereby superseded. No interpretation, revision or amendment to this Agreement shall be effective unless stated in writing and signed by a duly authorized representative of each of the parties hereto. All purchase orders or purchase acknowledgements which may be used to order or acknowledge orders for delivery of Product shall be deemed intended for record purposes only, and any terms or conditions contained therein shall not serve to add to or modify the terms and conditions of this Agreement.
7. **GOVERNING LAW.** This Agreement shall be governed by and construed under the law of the State of North Carolina. For international orders, the validity, construction and performance of the terms shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods; rather, they shall be governed by and construed exclusively in accordance with the laws of the State of North Carolina, U.S.A., excluding its conflicts of laws provisions. In the event that any provision of the terms shall be held unenforceable, the remaining provisions of the terms nevertheless shall remain in full force and effect. In the case of shipments

outside of the U.S.A., the trade terms as used herein shall be interpreted according to the provisions of INCOTERMS – 2000 Edition of the International Chamber of Commerce.

8. NOTICES. Any notices required or permitted by this Agreement shall be sent by registered or certified mail, return receipt requested to the parties at the addresses for the parties set forth at the beginning of this Agreement.

9. PRICES. All prices are subject to change without notice. All applicable sales, use, excise and other taxes will be billed to and shall be paid by Buyer unless a satisfactory tax exemption certificate has been furnished prior to shipment.

10. PAYMENT. Payment is to be made by Buyer prior to shipment, unless otherwise negotiated.

11. CANCELLATIONS. Buyer understands and agrees that upon Seller's acceptance of a Purchase Order, Seller will undertake expenditures to source and deliver Product to Buyer. As such, once a Purchase Order is accepted by Seller, Buyer may not revoke or cancel the Purchase Order. Should Buyer attempt to cancel a Purchase Order or refuse delivery of a shipment of ordered Product, Seller, at its sole option, may make commercially reasonable efforts to sell the Product to a third party but Buyer shall remain liable to Seller for the price difference between the agreed upon sale price and the price actually obtained by Seller, together with all costs and expenses of Seller in locating a new buyer or buyers and consummating such transaction(s), including without limitation, shipping, storage, insurance and attorneys' fees and expenses. Buyer understands that its Product may be specialized Product such that it is not saleable to third parties in a commercially reasonable manner and in such case Seller shall be relieved of any obligation to mitigate damages and Buyer shall be liable for the full invoiced amount.

12. ATTORNEYS' FEES. Buyer shall pay Seller's reasonable attorneys' fees and other costs incurred in connection with collecting any sums owed by Buyer or otherwise enforcing its rights against Seller.

13. JURISDICTION/VENUE. In any action between Buyer and Seller relating to the Product or these terms, Buyer consents to the exclusive jurisdiction of the federal or state courts of the State of North Carolina, U.S.A., and agrees that the action will be properly venued in any such court. If Buyer is located outside of the U.S., Seller reserves the right to initiate legal action against Buyer in a court located outside of the State of North Carolina, U.S.A.

19. MATERIAL SAFETY AND DATA SHEET. Seller does not warrant to Buyer any responsibility to material safety and data sheet which sets forth information concerning the material and describes certain precautions to be taken in the storage and handling of the same. Buyer shall be responsible for knowing all such information and precautions disclosed in any material safety data sheet and conveying the same to persons who may be exposed to the material.

If there are any questions regarding this Agreement, please do not hesitate to contact us. We will be happy to address your concerns, and answer any questions you may have.

Respectfully,



Joseph M. LaSorsa