**Installation Services Sales Terms & Conditions**

**1. Agreement**

a. These terms and conditions (the “Terms and Conditions”), together with the provisions of the Sales Quotation (the “Quote”) and Sales Order (the “Acknowledgment” and collectively with the Terms and Conditions and the Quote, the “Agreement”) constitutes the entire agreement of Precision Installs, LLC (“PI”) and Buyer with respect to the services (“Services”) described on the Quote and/or Sales Order Acknowledgment and supersedes any other agreement or understanding of the parties with respect to such sale.

b. Acceptance of Buyer’s order is expressly conditioned on Buyer’s acceptance of all of the terms and conditions contained herein in lieu of those in Buyer’s purchase order, if any. This Agreement represents the complete and final expression of the agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein, including by custom, usage of trade or course of dealing or performance, shall be binding upon PI unless expressly agreed in writing and signed by an authorized officer of PI. Notwithstanding the foregoing, if PI and Buyer have a written agreement in effect that covers the sale of the Services sold hereunder that has been signed by an authorized officer of PI, that agreement will govern the terms and conditions of sale solely to the extent that its terms are in addition to and do not conflict with the terms and conditions of this Agreement.

**2. Terms and Conditions**

a. **Installation Services:** If PI is contracted for installation of telematics or safety equipment, such services will be performed by PI at the location designated by Buyer. PI will only provide installation services following and in accordance with Buyer’s recommendations and specifications for the equipment. Buyer shall arrange and ensure that one of its employees is available at all times when PI is performing the Services to provide any needed support.

b. **Additional Buyer Requested Services:** Subject to the limitations of 2d and 2e, Buyer may request services be performed that are outside the scope of this Agreement. Such services will be quoted and performed at mutually agreed rates.

c. **Site Preparation:** Buyer shall ensure that the installation site is adequately prepared, including providing necessary power, appropriate work area, and safe working conditions. Buyer may be assessed with additional fees if Services cannot be timely performed due to improper site preparation.

d. **Access:** Buyer shall provide timely and impeded access to the installation site and the equipment on which the Services will be performed. Buyer may be assessed with additional fees if Services cannot be timely performed due improper access to site or equipment.

e. **Sign-Off:** Buyer shall arrange and ensure that one of its employees, designated agents or customer, signs-off on the completed Services performed by PI, indicating they have reviewed and are satisfied with the services rendered. This sign-off will also confirm that the customer equipment is being returned in good proper condition and it is safe to operate.

f. **Delays:** PI shall use its best efforts to perform the Services, but shall not be liable for any delays, interruptions, or failures in performance, or for any loss of revenue, profits, or other damages, directly or indirectly resulting therefrom including but not limited to: Acts of God, labor strikes, material shortages, Buyer or customer delays, etc.

g. **Payment Terms:** All PI invoices are due upon receipt. For larger projects and at PI’s discretion, a prepayment deposit may be required prior to work commencement. The remaining balance would be due upon completion of the Services. Late payments may be subject to a 2% late fee per month.

h. **Installation Warranty Period:** PI warrants that the installation services will be performed in accordance with the manufacturer’s recommendations and specifications for the equipment for a period of 30 (thirty) calendar days from the date of completion. Warranty does not cover damages caused by misuse, negligence, or unauthorized modifications. PI makes no other warranties whatsoever express or implied with regards to the installation or any other services, and expressly disclaims and Buyer waives all implied warranties of merchantability and fitness for a particular purpose.

i. **Installation Warranty Claims:** To make a warranty claim, Buyer must notify PI in writing within 3 (three) business days of discovering the potential defect.

j. **Liability Cap:** In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall PI’s liability to Buyer for any claim arising under this agreement exceed the price paid by buyer for the service provided by PI giving rise to the claim or cause of action. Buyer agrees that in no event PI’s liability to Buyer and/or its customers extend to include incidental, indirect, exemplary, consequential, contingent or punitive damages. Without limiting the generality of the foregoing, PI specifically disclaims any liability for property or personal injury damages, damages caused by use of industrial equipment, telematics, delay in performance, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shut-down or slow-down costs, or for any other types of economic loss, and for claims of Buyer’s customers or any third party for any such damages.

k. **Order Cancellation:** Order cancellations are subject to a cancellation fee depending on the following: if the Buyer cancels any order 5 (five) calendar days before the work is set to commence a cancellation fee of $200 or 10% of the sales order total, whichever is greater, will be incurred by Buyer or if the Buyer cancels an order once the work has commenced, the Buyer will be responsible for all costs incurred up to the point of cancellation, including labor, materials, travel, and any other expenses plus a one time fee of 10% of the original sales order total.

l. **Force Majeure:** PI shall not be liable for any failure or delay in performance of this Agreement if such failure or delay is caused by or results from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor dispute, lack of supplies, government regulations or any other occurrence beyond its reasonable control.

m. **Applicable Law:** This agreement and performance hereunder shall be governed by the laws of the State of Iowa.

m. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communication, representations, or agreements, whether oral or written.

**Precision Installs, LLC.**

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