

Hardware

Description	Price	Qty	Ext. Price
OPENGATE with LTE Board	\$16,691.00	13	\$216,983.00
Test piece for NILECJ-STD-601.00 Level 2 BASE	\$254.00	4	\$1,016.00
18V Battery	\$0.00	52	\$0.00
Milwaukee Charger - Dual	\$0.00	13	\$0.00
Shipping	\$250.00	13	\$3,250.00
Ceia - Traing for Operation of Metal Detector Products	\$2,500.00	1	\$2,500.00

Subtotal: \$223,749.00

▶ Statement of Work

Scope of Work:

We will drop ship the CEIA OPENGATE units to your location. You will move and unbox the units at each location to use them. If this is your first time order our CEIA team will come to your site on the first day for a couple of hours to train a class of your administrators and security officers on the proper set up, process and use of the OPENGATE system. The following day we will be onsite for the first live screening to monitor and give recommendations to smooth out the process.

▶ Additional Terms and Conditions

ADDITIONAL TERMS & CONDITIONS

1. **ACCEPTANCE OF AGREEMENT:** This Agreement is not valid until accepted by Communications Technologies, Inc.; (CTI) Accepted shall be manifested upon commencement of performance by CTI
2. **TITLE:** Title to the Equipment shall remain in CTI's name until the purchase price is paid in full.
3. **SECURITY INTEREST:** Customer hereby grants to CTI a security interest in the Equipment in order to secure Customer's obligations hereunder and agrees upon request of CTI to execute any documents necessary to perfect such interest. In the event the Purchase Price is not paid in accordance with the payment terms, CTI shall have all the rights and remedies of a secured party as provided for in Article 9 of the Uniform Commercial Code and CTI shall be entitled to reasonable attorney's fees and legal expenses incurred with respect to this security interest and the enforcement of any of CTI's other rights under this Agreement. CTI's security interest is released when customer completes payments according to terms.
4. **REVOCATION OF CREDIT:** CTI reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any credit goods when due or for any other reason deemed good and sufficient by CTI
5. **RISK OF LOSS:** All risk of loss passes to Customer upon delivery of the Equipment to the Installation Site.
6. **DELIVERY:** The equipment delivery date shall be at a time to be mutually agreed upon by the parties, subject to paragraph 7.
7. **FORCE MAJEURE:** CTI shall not be liable for failure to deliver or delays in delivery occasioned by strikes, picketing, labor dispute, lockouts, fires, acts of God, calamity, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, causes beyond CTI's control, or work volume from customers in excess of CTI's then-scheduled capacity. The foregoing shall be in addition to and not in limitation of any excuses for nonperformance available to CTI under the Uniform Commercial Code or any other applicable law. If, due to any such occurrence, CTI is unable to supply the total demands for any material specified in this Agreement, CTI shall have the right to allocate its available supply among its customers in a fair and equitable manner, or to cancel the remainder of the Agreement. In no event shall CTI be obligated to purchase material from others in order to enable it to deliver material to Customer hereunder.
8. **INSTALLATION:** CTI will install the Equipment, if applicable, provided Customer provides a suitable place for installing the Equipment. All electrical outlets, conduit, power hook-ups, and any related carpenter work as specified by CTI shall be completed. Customer will provide an Equipment area climatized to computer requirements in terms of temperature. Customer agrees to provide CTI with a designated contact person to handle these arrangements.
9. Customer agrees to inform CTI of any and all dangerous conditions, hazardous substances, lead paint, asbestos, or poisons at the work site, on the Customer's premises, or in the Customer's building. If Customer fails to inform CTI of such dangerous conditions, hazardous substance, lead paint, asbestos, or poison, then Customer agrees to indemnify and hold CTI harmless from any and all judgments, liability, costs, damages expenses (including attorneys' fees) or any other loss which CTI might sustain by reason of the dangerous conditions, hazardous substance, lead paint, asbestos, or poison.

▶ Additional Terms and Conditions

10. **EXPENSES:** If applicable, Customer is responsible for any expenses incurred due to acquisition of licenses or permits required by state or local government agent. Customer is responsible for the delivery of the phone and/or data demarc to the specified location for equipment installation.
11. **UNION LABOR:** If applicable, CTI reserves the right to pass through to customer charges incurred due to premium labor rates as a result of required labor union affiliations.
12. **INDEMNIFICATION:** Customer shall indemnify CTI against and hold CTI harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the Equipment, or its use, possession, operation, service, installation and/or condition thereof, except as caused exclusively by CTI
13. **WARRANTIES AND LIMITATION OF LIABILITY:** CTI warrants to Customer good and clear title to the Equipment free and clear of liens and encumbrances subject to the security interest retained by CTI. CTI provides Customer with an original manufacturer's warranty for Equipment. CTI itself provides no warranty for Equipment beyond the Manufacturer's warranty and that contained herein.

CTI's sole liability hereunder shall be to install service and integrate Equipment provided by the manufacturer with new or refurbished parts (pursuant to manufacturer's warranty) at customer's expense during normal working hours.

The foregoing warranty shall constitute the exclusive remedy of Customer and the exclusive liability of CTI for any breach of any Warranty related to this agreement

To obtain service under this warranty, the customer must bring the malfunction of the machine to the attention of CTI within warranty period and no later than thirty (30) days after such malfunction, whichever first occurs. Failure to bring the malfunction to the attention of an authorized CTI dealer within the prescribed time, results in the customer being not entitled to warranty service.

This WARRANTY shall be VOID if any portion of the purchase price is unpaid.

CTI will not be obligated to repair or replace any item of equipment which has been repaired/serviced by others, abused or improperly handled, stored, maintained, altered, damaged or used or combined with third party material that is defective or of poor quality.

THE WARRANTIES SET FORTH HEREIN AND IN THE RELATED EQUIPMENT WARRANTY AGREEMENT ARE EXCLUSIVE, AND CTI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **REMEDIES AND LIMITATION OF LIABILITY.** CUSTOMER'S SOLE REMEDIES FOR LIABILITY OF ANY KIND WITH RESPECT TO THE WORK AND SERVICES FURNISHED UNDER THIS AGREEMENT AND ANY OTHER PERFORMANCE BY CTI UNDER OR PURSUANT TO THIS AGREEMENT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THE APPLICABLE WARRANTY AND REMEDY PARAGRAPHS HEREOF. CTI'S LIABILITY SHALL IN NO EVENT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE, OR PROFIT EVEN IF CTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL CTI'S LIABILITY FOR DAMAGE WITH RESPECT TO ANY OF THE PRODUCTS, WORK, OR SERVICES FURNISHED UNDER THIS AGREEMENT EXCEED THE CHARGES PREVIOUSLY PAID BY CUSTOMER TO CTI FOR SUCH PRODUCTS, WORK, OR SERVICES. THE PRICE STATED FOR CTI'S PRODUCTS, WORK AND SERVICE IS A CONSIDERATION IN LIMITING CUSTOMER'S REMEDIES. IT IS EXPRESSLY UNDERSTOOD THAT CTI SHALL HAVE NO OTHER LIABILITY TO CUSTOMER UNDER WARRANTY, THE LAW OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. THIS WAIVER DOES NOT, HOWEVER, APPLY TO GROSS NEGLIGENCE OR INTENTIONAL TORTS BY CTI.

15. **ASSIGNMENT:** This Agreement may not be assigned by Customer without the express written consent of CTI.
16. **CHOICE OF LAW:** This contract is to be construed according to the laws of the state of Missouri. Any controversy or claims or action at law, suit in equity, or other judicial proceeding arising under or in relation to this Agreement or any modification of this Agreement shall be brought and maintained in the Circuit Court for the County of St. Louis, Missouri. The parties consent to the jurisdiction and venue of the courts of the state of Missouri and further consent that any notice of motion or other application to the court or a judge thereof may be served outside the state of Missouri by registered mail or by personal service, provided a reasonable time for appearance is allowed
17. **ATTORNEY'S FEES.** If Customer shall default in its performance under this Agreement, and the default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this Agreement, then Customer shall pay CTI's reasonable and actually incurred attorneys' fees in addition to any other damages recovered.
18. **HEADING.** Headings in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
19. **SEVERABILITY.** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the Agreement which, consistent with such law, shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.
20. **FINAL AGREEMENT.** Customer represents and warrants that Customer has carefully read all of the provisions hereof, including any Schedules and Addenda made a part hereof, and acknowledges that the terms and conditions herein are the final expression of the Agreement of the parties, and a complete and exclusive statement of the terms agreed upon, and that there are no representations, warranties, stipulations, agreements or terms, oral or written, which are not contained herein.
21. **WAIVER:** Waiver by Seller or Buyer of any provision breach of any provision shall not be construed as a waiver of any other provision or any other breach of that provision or of any other provision. The invalidity of any provision shall not affect the validity of the remaining provision or of the Agreement as a whole.
22. **ASSESSMENT OF INTEREST:** Any balance remaining unpaid after due, as set forth on the invoice will be assessed a service fee of 2% per month or at the highest rate allowed by law.
23. **ENTIRE AGREEMENT:** This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify, amend or vary the terms of this document shall be binding unless in writing and signed by the parties.
24. **ADDITIONAL TERMS AND CONDITIONS:** No modification of this Agreement or waiver of the terms or conditions thereof shall be binding upon the Seller unless approved in writing by an authorized representative, nor shall this Agreement be effected by the acknowledgement or acceptance of forms of the Buyer containing other or different terms or conditions whether or not signed by an authorized representative of Seller. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's assent to all the terms of this Agreement.

OPENGATE Tips

Prepared by:

Communications Technologies, Inc.

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Prepared for:

Henderson County Schools

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Henderson, KY 42420
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Quote Information:

Quote #: 200606

Version: 1
Delivery Date: 05/08/2023
Expiration Date: 06/07/2023

Quote Summary

Description	Amount
Hardware	\$223,749.00
Total: \$223,749.00	

Payment Terms

50% Down, 50% + Applicable Taxes due on Completion

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Communications Technologies, Inc.

Henderson County Schools

Signature: _____

Name: Rick Sandoz _____

Title: _____

Date: 05/08/2023 _____

Signature: _____

Name: Chad Thompson _____

Date: _____