

“SOLE SOURCE” PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: Dona Ana Co. Sheriff's Office.

1. Name of product or service: Digital Hybrid Radio Control Assembly
 2. Name of product manufacturer: Northrop Grumman Remotec Inc.
 3. Name of “sole” product supplier or service provider: Northrop Grumman Remotec Inc.
 4. Describe in general terms the product/service you are requesting and the intended application. The Hybrid Wireless system will support the latest robotic platform by allowing wireless operation in support of the various mission areas such as explosive device remediation to include vehicle Bourne IED's, remote vehicle/structure forcible entry, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection
 5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services. . There is not another system which will integrate with our existing system. However; this system will Allow for the robotic platform to deploy without the cumbersome fiber optic tether which, in some incidences, can render robot unusable or restrict capabilities due to confined spaces and/or environments in which fiber optics is susceptible to damage.
 6. How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). Please see sole source letter.
 7. What product supplier or service provider has your Department used until now to satisfy similar requirements? Northrop Grumman Remotec Inc.
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Signature of Department Head

7-29-19

Date

(Attach Quote and Use Additional Sheets As Necessary)

**This form is used by Purchasing Department to determine if a "Sole Source" procurement criterion is met.
Completing this form does not guarantee approval of this type of procurement.

NORTHROP GRUMMAN

Northrop Grumman Corporation
Mission Systems

Remotec
353 JD Yarnell Parkway
Clinton, TN 37716

April 15, 2019

Sgt. Scott Bayles
Dona Ana County Sheriff Office
845 Motel Blvd.
Las Cruces, NM
88007

Sgt. Bayles,

REMOTEC is the sole manufacturer and distributor for the ANDROS radios.

The Remotec ANDROS radios are in use by police departments, fire departments, first responders and organizations worldwide. Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 269-1165.

Sincerely,

Brad Callahan
Manager Andros Sales
Remotec/Northrop Grumman
353 JD Yarnell Parkway
Clinton, TN 37716

NORTHROP GRUMMAN

Northrop Grumman Corporation
Mission Systems

Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716

February 26, 2019

Mr. Scott Bayles
Dona Ana County Sherriff's Office

Re: GS-07F-0538M
Mr. Bayles,

Remotec, Inc. is pleased to provide Dona Ana with Quote 7542 for a Digital Hybrid Radio Control Assembly.
The pricing is based on GSA pricing and will be honored under GS-07F-0538M.

If you need any additional documentation for this GSA quote, please don't hesitate to contact me by email at cynthia.williams@ngc.com or by phone at 865-269-1134.

Respectfully,

Cynthia Williams
Cynthia Williams
Contract Administrator

Remotec

REV: B

<p align="center">QUOTE</p> <p>FROM: Northrop Grumman, Remotec, Inc. 353 JD Yarnell Industrial Parkway Clinton, TN 37716 Attn: Kim Tipton Phone: (865) 269-1232 Fax: (865) 483-1426</p> <p>TO: Scott Bayles</p> <p>Dona Ana County Sheriff's Office 575-642-1860 scottb@donaanacounty.org</p>	<p>Domestic</p> <p>REMOTEC Reference No. 7609</p> <p>Date: 7-15-2019</p> <p>Terms: Net 30 Days</p> <p>Prices are F.O.B. Origin Clinton, TN</p> <p>Delivery: 180 days or less After Acceptance of Order (For Multi-Vehicle Orders Check With Sales Dept.)</p> <p>GSA Schedule # GS-07F-0538M</p> <p align="center">This pricing valid for 90 days.</p>
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ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS F6B Vehicle Assembly Includes: -Arm Position Feedback with User Presets -Color Arm Camera with Auto Iris/Focus, Wide-Angle Lens and LED or IR Light with 40:1 Zoom -Surveillance Color Camera with LED or IR Light, 216:1 Zoom Lens and Pan/Tilt (Continuous Pan) -Black/White Drive Camera Assembly -24 Volt Battery Pack -Tool Kit -Pneumatic Wheel Kit One Operation/Maintenance Manual (CD-ROM) (Included in Item 1) 24 VDC Battery Charger Assembly (Included in Item 1) 2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2) 2 1/2 Days Operator/Maintenance Training at Customer Facility See Note (3)	E2461-0100 OM-F6B-001 B2450-0150-1 TRAINING-001 TRAINING-001		\$ 127,000 Get Separate Quote	\$ - - - - -
CONTROL SYSTEM OPTIONS					
<i>(Controller and a Data Link must be chosen to make the robot functional)</i>					
2	ANDROS Tabletop Controller Assembly: -Dimensions: 18 in. Deep X 22 in. Wide X 10 in. High -Powder Coated, Weather Resistant Enclosure -15 in. Self-Compensating, Daylight Readable LCD Monitor -Detachable Switchbox -12 VDC Battery -120 VAC Battery Charger (For Tabletop Battery) -AC/DC Operation	Consisting of the following: E3860-8460 E2460-8150 E3600-8106 CHGR-019 B3850-8132		\$ 15,900	\$ -
3	TAC-1 ASSY.	D2461-8125		\$ 11,000	\$ -
4	TRUCK MOUNT ASSY. (for DC operation only)	D2461-8150-1		\$ 3,275	\$ -
5	TRUCK MOUNT ASSY. (for AC / DC operation only)	D2461-8150-2		\$ 4,850	\$ -
6	ANDROS Hand Controller Assembly	D7055-8490		\$ 1,850	\$ -

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
DATA LINK OPTIONS					
7	Digital Hybrid Radio Control Assembly (Includes case) (Requires frequencies prior to production)	C2456-8440-X	1	\$ 43,995	\$ 43,995
	Case for Hybrid Radio	CASE-024	1		
8	Vehicle Power Supply Upgrade Kit (Required on vehicles shipped prior to 2007 if purchasing hybrid radio.)	B2455-8590		\$ 1,995	\$ -
9	Radio Jumper Assembly (30 ft.)	B7055-8920		\$ 640	\$ -
10	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330		\$ 20,248	\$ -
	Case for Fiber	CASE-004			
11	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323		\$ 1,445	\$ -
12	Cable Reel Assembly (330 ft.)	E7055-8600		\$ 8,090	\$ -
AUDIO/VIDEO OPTIONS					
13	Camera Pan/Tilt Assembly (Can Be Used On Arm)	C3865-5030		\$ 6,900	\$ -
14	Rear Camera Kit	B2460-5140		\$ 1,155	\$ -
15	Camera Sighting Kit Assembly (for Disruptor, Shotgun, Breacher Mounts)	C7055-5140		\$ 850	\$ -
16	Gripper Camera Mount Assy.	D3860-3085		\$ 868	\$ -
17	Gripper Held Search Camera	B3875-5130		\$ 2,200	\$ -
18	Laser Assembly	C7055-5170		\$ 324	\$ -
19	Laser Filter Assembly	C7055-3830		\$ 835	\$ -
20	High Intensity Light Assembly (includes battery & charger)	D7050-6015-1		\$ 1,495	\$ -
SENSOR MOUNTS					
21	APD2000/MULTIRAE/ADM 300 Detector Mounting Kit	B7055-6080		\$ 2,740	\$ -
22	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	E7050-5800		\$ 1,656	\$ -
23	Contamination Smear Assembly (For swab sampling)	C7045-7600		\$ 1,040	\$ -
TOOLS					
24	Receiver Grip Assy. (Gripper Block)	B2461-5850		\$ 225	\$ -
25	Pan Disrupter Mount Assembly	D2450-5360		\$ 1,092	\$ -
26	Dual Pan Disrupter Mount Assembly	D2450-5350		\$ 1,072	\$ -
27	PAN Disrupter	DISRUPTER-003**		\$ 3,625	\$ -
28	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		\$ 6,195	\$ -
29	PAN Disrupter, T3, Titanium	DISRUPTER-005**		\$ 4,755	\$ -
30	PAN Disrupter Electric Breach	BRCH-ELEC-KIT-PAN		\$ 3,875	\$ -
31	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	D2450-5250		\$ 1,803	\$ -
32	Shock Tube Initiator, One Channel	INIT-1CH-S		\$ 849	\$ -
33	Shock Tube Initiator, Two Channel	INIT-2CH-S		\$ 1,427	\$ -
34	Shock Tube Initiator, Four Channel	INIT-4CH-S		\$ 2,385	\$ -
35	Charge Dropper Assembly (330 ft.)	C7055-5550		\$ 524	\$ -
36	37mm and 40 mm Breacher Mount Assembly	E7055-6090		\$ 3,400	\$ -
37	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**		\$ 5,410	\$ -
38	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		\$ 5,173	\$ -
39	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		\$ 4,260	\$ -
40	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		\$ 4,391	\$ -
41	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		\$ 3,020	\$ -
42	Striker Mount Assembly	E7055-6095		\$ 3,561	\$ -
43	Striker 12 Shotgun	STRIKER12**		\$ 1,844	\$ -
44	Picatinny Rail Claw Assembly	D7045-2726		\$ 1,630	\$ -
45	Picatinny Rail Cable Cutter Assembly	C7040-7030		\$ 445	\$ -
46	Circular Saw Assembly (36V Battery included)	D7056-7070-1		\$ 1,895	\$ -
47	Raciprocating Saw Assembly (36V Battery included)	D7056-7080-1		\$ 1,895	\$ -
48	Drill Assembly (36V Battery included)	D7056-7040-1		\$ 2,194	\$ -
49	F6 Receiver Hitch	B2455-7580		\$ 530	\$ -
50	Drawbar Package (Does NOT include receiver hitch)	C2461-7590		\$ 780	\$ -

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
51	F6 Front/Rear Hitch Bundle Includes the following: 2 - Receiver Hitch 1 - Water Disrupter Deployer Kit (Grip & Hitch compatible) 1 - Drawbar Package	B2455-7580 C2461-7585 C2461-7590		\$ 3,695	\$ -
52	Ideal Electric release HEADD Hitch (Requires Drawbar Package)	HITCH-001		\$ 1,850	\$ -
53	Ideal Mini Gander	MINIGANDER		\$ 6,795	\$ -
54	Gas Dispenser Mount	PEPPERSPRAYSYS		\$ 3,122	\$ -
55	Power Hawk Assembly Includes the following: - Power Hawk Unit - Power Hawk Kit - Case For Power Hawk -Requires F6A Receiver Hitch	E2455-7500-1 POWERHAWK-003 CASE-024		\$ 33,700	\$ -
56	120 VAC Vehicle Power Supply Assembly (Requires Cable Reel Assembly)	E2455-1850-1		\$ 4,995	\$ -
57	Water Disrupter Deployer Kit (Grip & Hitch compatible)	C2461-7585		\$ 1,950	\$ -
58	GRIPPER-DEPLOYED PAN/TILT CAMERA	ETS-IRECON		\$ 8,675	\$ -
59	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS		\$ 7,550	\$ -
MAINTENANCE					
60	Spare Vehicle Battery Assembly	D2450-1600		\$ 749	\$ -
61	Spare Controller Battery	BATTERY-009-FT		\$ 155	\$ -
62	F6B Emergency Spare Parts Kit	B2461-0164		\$ 24,594	\$ -
63	Level 1 Emergency Spares	Coming Soon			\$ -
64	Level 2 Emergency Spares	Coming Soon			\$ -
65	Semi-Annual Maintenance Kit	C2460-0153		\$ 872	\$ -
66	F6B Overhaul Kit	C2461-0158		\$ 15,515	\$ -
67	Second Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,486	\$ -
68	Third Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,486	\$ -
69	Fourth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,025	\$ -
70	Fifth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,025	\$ -
71	Sixth Year Extended Warranty Contract	MAINTENANCE-003		\$ 8,025	\$ -
72	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		\$ 27,945	\$ -
73	Standard Spare Track (each)	B2400-1013-FT		\$ 271	\$ -
MISCELLANEOUS					
74	Truck Cable Kit, 10' between Monitor and Data Link	B2455-8100-1		\$ 690	\$ -
75	Truck Cable Kit, 20' between Monitor and Data Link	B2455-8100-2		\$ 700	\$ -
76	Truck Cable Kit, 40' between Monitor and Data Link	B2455-8100-3		\$ 720	\$ -
77	Cable Attachment Bracket, to hang up the Data Link	C7040-4412		\$ 145	\$ -
78	J-32 Splitter (RS 232 / Shotgun or Tool)	B2455-5110		\$ 570	\$ -
79	Additional Operations & Maintenance Manual	OM-F6B-001		\$ 335	\$ -
80	Painted Machine	PAINT		\$ 6,900	\$ -
Subtotal					\$ 43,995
Subtotal (Total From Misc. Items) (See attachment if greater than 0)					\$ -
PACKAGING & FREIGHT					
81	Customer Pick-up				
82	Packaging in Reusable Shipping Crate	CRATE-002		\$ 1,050	\$ -
83	Ship Items	FREIGHT	1	\$ 200	\$ 200
Shipping & Handling Subtotal					\$ 200
Other charges/discouts					\$ -
TOTAL Sale Price					\$ 44,195

**** This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement.**

(1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
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(2) Additional pricing available upon request for off-site training at customer's facility.

(3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty.

Extended Service contracts are available. Please see the Extended Service Tab for details of coverage.

(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached).

Any deviation from these conditions may result in a price increase.

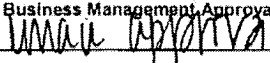

(5) The prices contained herein are budgetary, are submitted for planning purposes only and are not to be construed as a firm quotation. Any resultant contract shall be contingent upon negotiation of mutually acceptable terms and conditions.

(6) Remotec reserves the right to substitute the latest production part for items purchased. This may be equal or substantially better than the part shown as ordered.

(7) Training included in Robotic unit purchases expire if unused one year from delivery date of the Robotic unit.

(8) Multiunit sales will earn training classes based on the formula of one free class for every five units purchased (rounded up)

NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

Business Management Approval 	Contracts Approval 
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DOMESTIC SALES TERMS AND CONDITIONS

A. DEFINITIONS

Seller means REMOTEC Inc.

Buyer means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary in any degree any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after delivery (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair, correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third party accessory, assembly, radio and/or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

D. CANCELLATION/TERMINATION

The Buyer may terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

Acceptance shall take place, and title shall pass to Buyer, at Seller's plant. Shipment shall be F.O.B. Origin, Seller's loading dock.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

Seller may at any time suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.



DOMESTIC SALES TERMS AND CONDITIONS

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort

(including negligence, or under any warranty, or otherwise) is exclusively limited to the remedies expressly provided under the terms of this agreement in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

R. INSURANCE AND INDEMNIFICATION FOR USE

Except in the event that Buyer is a self-insured government organization, Buyer shall maintain appropriate insurance Coverage (general liability and/or aviation, as applicable) with a liability limitation of not less than \$5 million covering Buyer's operation of Seller's products. The Buyer's insurance coverage(s) shall be on a primary and non-contributory basis. Buyer hereby indemnifies Seller from all claims, including third party claims, which arise as a result of the Buyer's use or misuse of the products. This clause shall survive the expiration or termination of this agreement.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.