



## SECURITY CAMERA PURCHASING AGREEMENT

### 1a. PARTIES

This Agreement is made and entered into by and between Kinect Communications, LLC herein after referred to as "KINECT." and "\_\_\_\_\_ " Party in KINECT Estimate herein after referred to as "Customer.

### 1b. SCOPE OF WORK

KINECT shall perform services agreed upon by KINECT and the Customer and. All projects will be agreed upon by the signing off on a Quote or Estimate, herein referred to as "Estimate", that shall explain in detail the project to be undertaken by KINECT. Any project the parties agree upon now and in the future shall be governed by the terms of this agreement.

### 2. GENERAL PROVISIONS

The Customer and KINECT agree to proceed on the basis of trust, good faith, and fair dealings. KINECT represents and warrants that it has the expertise to carry out the work, as hereinafter defined.

This Agreement is solely for the benefit of the parties hereto. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The parties hereto agree to look solely to each other with respect to performance of the Agreement. This Agreement may be amended only by written instrument signed by both parties. The following shall be the condition precedent to this Agreement, KINECT will furnish Customer with a design and quote before commencement of the project. Costs and payments associated with this design and preliminary quote are detailed in paragraph number 4.

### 3. TIMING

All time limits stated in the associated Estimate are of the essence. Notwithstanding the foregoing, any delay in Substantial Completion or Full Completion of the work (as the case may be) in accordance with the Agreement documents will be considered an excusable delay if arising from causes beyond KINECT's control and not reasonably foreseeable by KINECT with the use of KINECT best professional efforts. Excusable delays include but are not limited to such events as labor disputes, unavailability of materials, delays in obtaining materials, fire, natural disaster, unfavorable weather conditions, delay in Customer processing proposed changes, or delays in information provided by the Customer.

### 4. TERMS OF PAYMENT

Fifty percent (50%) (buyer initials \_\_\_\_\_) of Project Scope Estimate is due upon Customer's decision to hire KINECT. Fifty percent (50%) (buyer initials \_\_\_\_\_) is due at prior substantial completion of the project. Costs of changes to Estimate are due immediately. Payments are



expected within 4-5 days of invoice. Payments not made within 30 days of presentation of a bill for payment by KINECT shall be deemed late and additional charge of five percent (5%) shall be added to the payment due with additional charges of 5% every 30 days thereafter. Customer shall be in default if any payment due is not paid within thirty (60) days of due date. Upon default KINECT may stop all work and be entitled to recover the full amount due under the Agreement. Prior to total completion of Audio/Video system, Customer shall immediately pay the remaining pending balance. Audio/Video system (and all its components) is the sole property of KINECT until the time final payment has been received, at which point possession of ownership is transferred to the Customer and a final invoice is provided to Customer in person or by email.

#### **5. CHANGES IN WORK**

Any alterations or deviation from the agreed-upon specifications involving extra cost of equipment or labor will only be executed upon verbal or written orders of the same, and will become an extra charge over the sum mentioned in the associated estimate/quote. Any modifications to design will incur the appropriate charge, determined by KINECT.

#### **6. STANDARDS OF WORK**

Prior to the commencement of installation, and at all times during project completion, Customer shall provide and maintain a clear and accessible work area. KINECT will remove and dispose of any debris and/or system shipping containers and keep the work area clean. All of the work is to be completed in a substantial and workman like manner according to common industry standards and practices.

#### **7. GUARANTEES AND WARRANTIES**

KINECT shall not be considered in default if performance of its obligations hereunder is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, or by vendors or subcontractors, or any other similar cause or causes beyond the reasonable control of KINECT. Time of performance by KINECT obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such occurrences. KINECT "designed, sold, and installed systems" consist of systems, which have been fully designed with all new components, cabling and accessories recommended, sold, and installed exclusively by or under the direction of KINECT and its agents. Exceptions to this primarily include Cable or Satellite Company provided digital converter boxes (or other specific devices as noted at the time of this Agreement signing).

Warranty is excluded from all equipment not provided by or installed by KINECT.

##### **I. Product Warranty**

KINECT is not responsible or liable in any way for defects in the product or equipment, parts or materials used in connection with the services. Products, equipment, parts or materials shall only be warranted by the manufacturer of the products or other equipment or parts, and any claims arising from such defects shall be made solely against the manufacturer.



## **II. Extended Warranty**

KINECT offers an added protection of equipment provided. Extended warranties cover a broad range of products with up to five (5) years of additional coverage. Upon request, KINECT will provide Customer with a quote for such an extended warranty. Extended warranty must be purchased prior to product delivery and is provided by a third party extended warranty company.

## **III. Installation Warranty**

Unless otherwise specified in writing, KINECT designed, sold, and installed systems will be covered for a period of three (3) months for service calls and Manufacturer's warranty work at no cost. KINECT designed, sold, and installed systems qualify for loaner equipment within the three (3) months period (when available, excluding display devices). Phone and email support will be provided at no additional charge. Unless otherwise specified in writing, non-KINECT designed, sold, and installed systems, the warranty to the Customer is only that the installation will be performed in a good and workmanlike manner in accordance with any installation requirements of the manufacturer on the day of installation. KINECT offers an added protection of installation labor provided. Upon request, KINECT will provide Customer with an Estimate for such an extended warranty.

Extended warranty should be purchased within the three (3) month labor warranty.

## **IV. Loaner Equipment**

Loaner equipment, when available, may be provided to ease client service issues. Loaner equipment requires a prepaid deposit (which may be used as a rental fee for clients who have non-KINECT designed, sold, and installed systems). Except as provided in this section, the service is provided "as is." KINECT makes no other limited representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for particular purpose. KINECT expressly disclaims all other warranties.

## **8. LIMITATION OF LIABILITY**

In no event shall KINECT liability exceed the amount payable to KINECT as fees under this Agreement, whether such liability arises in contract, tort, warranty, or under any statute or any other basis for special, incidental, indirect, punitive, multiple or consequential damages sustained by Customer or any other person arising out of KINECT performance or failure to perform its obligations relating to the customer's project, whether or not foreseeable and whether or not KINECT is advised of the possibility of such damages. In addition, in no event shall KINECT be liable for damages arising from or related to loss of use, loss of data, downtime, or for loss of revenue, loss of profits, goodwill or business or any other financial loss.



## **9. ATTORNEYS FEES**

If any payment due under this Agreement is not received within sixty (60) days of project completion, and legal action is brought by KINECT for collection of such payment, KINECT shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which KINECT may be entitled.

## **10. DEFAULT BY CUSTOMER**

In the event that (a) the Customer does not perform its obligations under this Agreement in accordance with the terms of this Agreement and had not corrected the default within three (3) days of written notice by KINECT, or (b) the Customer becomes bankrupt or makes a general assignment for the benefit of creditors, or if a receiver of the Customer is appointed, or (c) if the work is stopped as a result of a court order, then KINECT may cease work and treat the Agreement as repudiated forthwith on the occurrence of such default. In such event, an accounting shall be made between KINECT and the Customer, and KINECT shall be entitled to payment for such parts of the work as are completed at the time of the default. In addition, KINECT shall be entitled to retrieve all equipment that Customer has not paid for.

## **11. DEFAULT BY KINECT**

In the event that (a) KINECT does not perform the work in accordance with the terms of this Agreement and has not corrected the default within 120 days of written notice by Customer, or (b) KINECT becomes bankrupt or makes a general assignment for the benefits of its creditors, or if a receiver of the Agreement is appointed, then the KINECT may finish the work in accordance with the plans and specifications as KINECT may deem expedient, but without undue delay or expense. In such an event, KINECT shall not be entitled to any further payment under this Agreement, but upon completion of the work, an accounting shall be made between KINECT and the Customer. If the unpaid balance on the agreement price shall exceed the expense of finishing the work, the Customer shall pay KINECT for such parts of the work as were payable or completed at the time of the default.

However, if such expense shall exceed such unpaid balance, KINECT shall pay the difference to Customer.

## **12. NOTICE OF RIGHT TO CANCEL**

Customer may cancel this transaction, without any penalty or obligation, within 72 hours from the below date. Should Customer cancel this transaction after the 72-hour grace period, or after product order has already been made by KINECT, Customer shall be reimbursed eighty percent (80%) of standard items cost. KINECT will not reimburse Customer for any special order items or shipping on those items, at any time.

## **13. DAMAGE TO WORK**

In the event work already performed is damaged by any cause beyond KINECT's control, all work necessary to replace work already performed shall be considered additional work to be paid for by the Customer as additional work.



THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. THE UNDERSIGNED ACKNOWLEDGES THAT BEFORE SIGNING HE HAS READ, UNDERSTOOD, AND RECEIVED A COMPLETED LEGIBLE COPY OF THIS AGREEMENT AND A LEGIBLE COPY OF EVERY OTHER DOCUMENT REFERENCED, AND AGREES TO BE BOUND BY ALL THE TERMS THEREOF.

I authorize KINECT to have my credit card automatically charged for all charges under this agreement.

Credit Card #: \_\_\_\_\_ CVV # \_\_\_\_\_

Expiration Date: \_\_\_\_\_

MasterCard  Visa  American Express  Discover  Green Sky

One Time Charge: \$ \_\_\_\_\_

Initials: \_\_\_\_\_

Cardholder's Name (As it appears on credit card) \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email Address: \_\_\_\_\_

I authorize KINECT to withdraw automatically for all charges under this agreement.

Account Type:  Checking  Savings

Name on Acct \_\_\_\_\_ Bank Name \_\_\_\_\_

Account # \_\_\_\_\_ Bank Routing# \_\_\_\_\_

Bank City/State \_\_\_\_\_ One Time Charge: \$ \_\_\_\_\_ Initials: \_\_\_\_\_

Kinect Sales Representative \_\_\_\_\_

Date: \_\_\_\_\_



**Scope of Work:**