

**WARREN COUNTY BOARD OF EDUCATION
PURCHASE CONTRACT**

This contract for Weapons Detection Systems (the "Contract") is made and entered into this 09 day of July 2024, between the Warren County Board of Education (the "School System"), 109 Cousin Lucy's Lane, Warrenton, NC 27589, and CEIA (the "Provider"), 6336 Hudson Crossing Pkwy, Hudson, OH 44236.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. **Obligations of Provider.** Provider hereby agrees to provide the weapons detections systems and training as follows:
 - 1.1. The weapons detection equipment and training are identified on the attached Exhibit A. The weapons detection systems and training shall be provided in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract. If there are any terms and conditions included in Exhibit A that are inconsistent with the terms contained in this Contract, this Contract shall control.
 - 1.2. **Warranty.** Provider warrants that it has good and marketable title to all of the equipment provided pursuant to this Contract. Provider further warrants that the equipment shall be free and clear of all liens, claims, encumbrances, or demands of third parties, including any claims by any such third parties of any right, title, or interest in or to the materials arising out of any trade secret, copyright, or patent. Provider shall indemnify defend, and hold harmless the School System from any and all liability, loss, costs, damage, judgment, or expense (including reasonable attorneys' fees) resulting from or arising in any way out of any such claims by any third parties and/or which are based upon, or are the result of any breach of the warranties contained in this Section. In the event of a breach, Provider shall, at no additional cost to the School System, replace or modify the weapons detections systems equipment with equivalent materials, obtain for the School System the right to continue using the materials, and in all other respects use its best efforts to remedy the breach.
2. **Obligations of the School System.**
 - 2.1. The School System hereby agrees to compensate Provider for the weapons detection systems and training in the total amount of \$66,201.02 by 08/01/2024.
 - 2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the item(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for items not delivered.
3. **Invoices.** Provider shall provide School System with invoice(s) itemized by products provided, the date(s) that products were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System.
4. **Termination for Convenience.** The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all good delivered as of the date of termination.
5. **Termination for Default.** At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is

dissatisfied with the quality of equipment provided.

6. **Contract Funding.** It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
7. **Insurance.** Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of goods under this Contract. Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the general and automobile liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
8. **Taxes.** Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of goods under this Contract.
9. **Monitoring and Auditing.** Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of goods under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
10. **Lunsford Act.** Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit B) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to delivering any goods on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries

as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

11. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
12. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
13. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing goods under this Contract. In particular, Provider shall not employ any individuals to provide goods to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing goods pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted goods in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing goods to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
14. Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
15. Anti-Nepotism. Unless disclosed to the School System in writing prior to the Board's approval and execution of the Contract. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide goods under this Contract are immediate family members of any member of the Warren County Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become

aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless disclosed prior to the execution of the Contract or formally waived by the School System at a Board meeting, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.

16. Applicable School Board of Education Policies. Provider acknowledges that the Warren County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.
17. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
18. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
19. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
20. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.
21. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
22. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:
Exhibit A: Scope of Work.
Exhibit B: Sexual Registry Form.
23. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
24. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
25. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**WARREN COUNTY
BOARD OF EDUCATION**

PROVIDER

Board Chair

President

ATTEST:

ATTEST:

Superintendent

Corporate Secretary

[Corporate Seal]

[Corporate Seal]

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

School System Finance Officer

Date

Exhibit B

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM'S REPRESENTATIVE

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

Initial Supplemental Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)

_____ (signature / date)



QUOTE #: 059992
DATE: 7/8/2024

6336 HUDSON CROSSING PKWY
 HUDSON, OH 44236
 P: (330)-405-3190
 F: (330)-405-3196

BILL TO:

WARREN COUNTY SCHOOLS
 DR. DENNIS CARINGTON, JR.
 1311 WARREN PLAINS ROAD
 WARRENTON, NC 27589
 P: +1 252-257-3184

SHIP TO:

WARREN COUNTY SCHOOLS
 DR. DENNIS CARINGTON, JR.
 1311 WARREN PLAINS ROAD
 WARRENTON, NC 27589
 P: +1 252-257-3184

Customer ID	PO Number	Ship Via	Sales Rep	Payment Terms	Req. Ship
WARCOU2		COMMON CARRIER	TMCDERMOTT	PREPAYMENT	7/8/24

QTY.	U/M	Item #	Description	Unit Price	Ext. Price
3	EACH	108960-LTE	OPENGATE with LTE Board	\$18,741.00	\$56,223.00

Item Note:

12	EACH	48-11-1812	18V Battery	\$0.00	\$0.00
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Item Note:

3	EACH	48-59-1802	Milwaukee Charger - Dual	\$0.00	\$0.00
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Item Note:

3	EACH	109444BU4	Larger stabilizing plates for OPENGATE R6	\$546.00	\$1,638.00
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Item Note:

1	EACH	95287	Encapsulated NILECJ2B Test Piece - No Logo	\$254.00	\$254.00
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Item Note:

1	EACH	TRAINING	Training Services Provided by CEIA USA	\$3,000.00	\$3,000.00
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Item Note:

Subtotal	\$61,115.00
Misc	\$0.00
Tax	\$4,186.02
Freight	\$900.00
Total	\$66,201.02

ALL AMOUNTS ARE IN U.S. DOLLARS

TEL: 330-405-3190 / FAX: 330-405-3196

"We add a 3% surcharge on all credit card payments. This surcharge is not greater than our total cost of accepting credit cards. There is no surcharge for debit card payments"

CEIA USA, LTD. – TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT:** The terms and conditions hereof, together with the provisions on the face hereof with respect to description, quantity and price of goods ordered and delivery terms, shall constitute the entire agreement between the purchaser thereof (“Purchaser”) and CEIA USA, LTD. (“Seller”), and any representations, and course of prior dealings, promise or condition in connection herewith or usage of the trade not expressly incorporated herein, shall not be binding on Seller. No waiver, alteration or modification of any of the provisions hereof shall be binding, unless in writing and signed by a specifically authorized representative of Seller. ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS SALE BY A PURCHASE ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE CONDITIONS CONTAINED HEREIN SHALL NOT BE BINDING UPON SELLER AND SELLER HEREBY EXPRESSLY OBJECTS TO AND REJECTS THE SAME. UNLESS OTHERWISE AGREED BY THE PARTIES IN WRITING, SELLER’S ACCEPTANCE OF PURCHASER’S ORDER REQUEST IS EXPRESSLY MADE CONDITIONAL ON PURCHASER’S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

2. **PRICE:** All quoted prices are good for ninety (90) days from the date shown on the face of the quote. Prices quoted are based upon production quantity; if order quantity, release quantity or release schedules change, the price for goods is subject to adjustment by Seller. All costs specified herein as borne by Purchaser shall be in addition to the quoted price. All bills shall be dated the date of shipment. Upon approved credit, payment shall be due on all sales of goods net thirty (30) days unless different terms have been agreed upon. Otherwise, Seller reserves the right at any time to require full or partial payment in advance. A late charge of one to one and one-half percent (1-1/2%) per month will be charged on the unpaid balance of overdue invoices. If shipments are delayed by Purchaser, payments shall become due from the date when Seller is prepared to make shipment. Goods held for Purchaser shall be at the risk and expense of Purchaser. Unless otherwise indicated, installation and training charges shall be invoiced separately.

3. **SHIPMENT, PLACE OF DELIVERY AND RETENTION OF TITLE:** Goods covered by this contract are sold Ex Works (“EXW”) (as that term is defined and used in Incoterms 2010, as agreed from time to time) Hudson, Ohio (unless otherwise indicated in writing), and Seller’s placement of such goods in the possession of a trucking company or other common carrier shall constitute delivery to Purchaser and risks of loss or damage in transit shall be borne by Purchaser; provided, however, all goods delivered shall remain the property of Seller until such time as all claims, including any balances, which Seller may have against Purchaser for any reason whatsoever have been satisfied. If such retention of title would be void under the laws enforced at the place where the goods are located, Seller reserves and Purchaser grants to Seller a security interest in all goods sold and all proceeds thereof to secure the full payment and performance by Purchaser of its liabilities and obligations to Seller. If any action on the part of Purchaser is required to effect such security interest, Purchaser shall be obligated to take all measures necessary to effect and preserve the same. Freight charges shall be pre-paid by Seller and added to Purchaser’s invoice. Excess shipping and/or transportation charges, including a handling charge, resulting from compliance with Purchaser’s request with respect to the use of any agency or method of transportation or any routing other than that which would otherwise have been designated by Seller shall be paid by Purchaser, including but not limited to Purchaser picking-up its own goods from Seller.

4. **SELLER’S DEFAULT OR DELAYS:** Processing and shipment of orders are subject to strikes, fires, floods, accidents, riots, government orders or any other factors beyond Seller’s reasonable control. Seller shall not be liable for any loss or delay resulting from these factors beyond Seller’s reasonable control.

5. **CANCELLATION:** No order is subject to cancellation or change by Purchaser in any respect without Seller’s prior written consent. In the event Purchaser defaults on its agreement to purchase the goods or refuses to accept delivery of the goods pursuant to this Agreement, Seller shall be entitled, in addition to any of its other rights under this agreement or as provided by law, to recover from the Purchaser an amount equal to all of Seller’s damages (including reasonable overhead charges) for such breach, and Seller shall have the right to retain, in partial or complete payment of such amount, the total of all payments made hereunder less only that portion, if any, in excess of such amount. Seller has the right to cancel any order if Purchaser: (a) becomes insolvent; (b) files a voluntary petition in bankruptcy; (c) has an involuntary petition in bankruptcy filed against it; has a receiver or trustee appointed for it; (e) makes an assignment for the benefits of creditors; or (f) breaches this or any other agreement with Seller.

6. **PURCHASER’S DUTY TO INSPECT AND NOTIFY SELLER OF DEFECTS:** Purchaser shall fully inspect the goods upon receipt. Within ten (10) days after Purchaser’s receipt of the goods, Purchaser shall give written notice to Seller of any claim that the goods are defective in any manner, where such defect is ascertainable upon adequate inspection. In such written notice, Purchaser shall specify in detail the basis for all claims against Seller. The costs and expense of such inspection shall be borne solely and exclusively by Purchaser. If Purchaser fails either to inspect the goods or to send Seller written notice of all claims within ten (10) days after receipt, Purchaser shall be conclusively deemed to have waived any claims against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods.

7. **WARRANTY AND LIMITATION OF LIABILITY:** Seller warrants that, for a period of two (2) years from the date of shipment, all of the goods delivered will be of the kind designated or specified (normal wear and tear excepted). Warranty on batteries of any kind, including rechargeable batteries, lasts one (1) year from the date of shipment. Seller shall be promptly notified in writing by Purchaser of any failure to meet this warranty. The conditions of any test designed to resolve any alleged breach of warranty shall be mutually agreed upon, and Seller shall be notified of and may be represented in all such tests that may be made. Seller’s obligation to Purchaser with respect to any goods found to be defective shall be limited to (at Seller’s sole option) replacing or repairing such goods at Seller’s facility (labor charges not included) or such other point as Seller may designate, provided that written notice of such defect is received by Seller from Purchaser within two (2) years from the date of shipment by Seller. Any claim not made within such

CEIA USA, LTD. – TERMS AND CONDITIONS OF SALE

two (2) year period shall be conclusively deemed waived by Purchaser; provided, however, notwithstanding the notice requirement contained in the preceding sentence, if Purchaser failed to inspect the goods or to send Seller written notice of all claims within ten (10) days of receipt of goods, as set forth in the preceding section, Purchaser shall be conclusively deemed to have waived any claim against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. No goods are to be returned to Seller without its prior written authorization. There will be a twenty percent (20%) restocking fee in addition to any shipping costs incurred as well as Seller's technician's expense and repair costs, if applicable, for any returned product. If warranty service is required at Purchaser's location, labor and travel charges shall apply. Seller shall not be liable for any expense incurred by Purchaser in order to remedy any defect in its goods. Title to all goods that have been replaced shall thereafter vest in Seller, where Purchaser had previously acquired title pursuant to the provisions hereof. If goods furnished to Purchaser's specifications are used or combined by Purchaser with other products or items not furnished herein, Purchaser shall indemnify and hold harmless Seller from all claims resulting from the use or incorporation of such goods in Purchaser's product. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS SOLD HEREUNDER. THE FOREGOING STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF GOODS HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS, NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR SELLER ANY SUCH LIABILITY. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLY OR USE OF ITS GOODS SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE GOODS. THIS WARRANTY SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

8. **EXPORT AND IMPORT CONTROLS:** Purchaser acknowledges and agrees that the ultimate destination of the goods is in the United States, unless otherwise agreed to in writing. Purchaser shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the goods to any foreign person without complying with applicable import and export laws and regulations of Purchaser's country and of the United States, including the International Traffic In Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Purchaser agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the goods, either in their original form or after being incorporated into other end- items.

9. **CLAIMS:** Claims for error in weight or shortage of goods must be presented to Seller in writing within ten (10) days from the date of receipt of the goods and must state the shipping slip number and claim of shipment. Any claim for error in weight or shortage of goods not presented in accordance with this section will be conclusively deemed waived by Purchaser.

10. **INTELLECTUAL PROPERTY; PATENT INDEMNITY:** Purchaser acknowledges that the goods contain valuable ideas, designs, processes, inventions, patents, research and development, formulas, technologies, copyrights, trademarks, trade secrets, marketing and business ideas, know-how, data, computer hardware, computer software, and/or other intellectual property rights of Seller ("Intellectual Property"). Seller owns and reserves all rights in the Intellectual Property and Purchaser agrees to use such Intellectual Property only in conjunction with the use or operation of such goods and only in accordance with any applicable instructions and manuals furnished by Seller, its suppliers or licensors, if applicable. As such, no title to or ownership of any Intellectual Property related to any goods is transferred to Purchaser pursuant to this agreement unless specifically authorized in writing by Seller. Purchaser will not, directly or indirectly attempt to test, analyze and/or reverse engineer any goods or any component thereof, or to otherwise misappropriate, circumvent or violate any of Seller's Intellectual Property rights. Purchaser will not, directly or indirectly assist any third-party to test, analyze and/or reverse engineer any goods or any component thereof, or to otherwise misappropriate, circumvent or violate any of Seller's Intellectual Property rights. Notwithstanding the provisions of this section, Purchaser will defend, indemnify and hold Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from its non-compliance with Seller's designs or specifications or instructions.

11. **CONFIDENTIAL INFORMATION:** Seller may require Purchaser to enter into a Confidentiality and Non-Disclosure Agreement in order to facilitate any sale of goods. In the event Seller and Purchaser enter into a Confidentiality And Non-Disclosure Agreement, the terms of that agreement apply to these terms and conditions and are specifically incorporated herein. In the event Seller and Purchaser do not execute a Confidentiality And Non-Disclosure Agreement, Purchaser shall not improperly use or make available, sell, disclose or otherwise communicate to any third party any information generally not known outside of Seller, including information contained in oral communications, as well as in any tangible expressions referring or relating, but not limited to the Intellectual Property, goods, other techniques, inventions, hardware, software, innovations, patent applications, discoveries, improvements, formats, test results, research projects, manuals, specifications, documentation, notes, industry contacts, information about costs, profits, markets, sales, contracts, lists of customers, lists of distributors, business, marketing, and strategic plans, forecasts, unpublished financial information, budgets, projections and customer identities, characteristics and agreements ("Confidential Information"). Confidential Information is to be broadly defined and includes all information that has or could have commercial value or other utility

CEIA USA, LTD. – TERMS AND CONDITIONS OF SALE

in the business in which Seller is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of Seller, whether or not such information is identified as Confidential Information by Seller. Except as otherwise required by law, neither party shall issue any press release or make any public statement regarding the transaction contemplated by this agreement, without prior written approval of the other party. The provisions of this section shall survive termination of this agreement.

12. **NO USE OF NAME OR TRADEMARKS**: Purchaser shall not at any time use Seller's name or any Seller logo, trademark, service marks, or trade name in any advertising or publicity without the prior written consent of Seller.

13. **TECHNICAL ADVICE**: Unless otherwise specifically agreed in writing, neither Seller nor any representative of Seller is responsible for application or supervision of application of the goods. Any supervision or technical advice or assistance furnished other than pursuant to such written agreement does not create any liability on behalf of Seller for any supervision, advice or assistance given or results obtained.

14. **CORRECTIONS**: Typographical or clerical errors contained in this agreement, including prices, are subject to correction by Seller.

15. **TAXES**: Prices specified do not include sales, excise or other taxes arising out of or relating to this order or the goods delivered except as otherwise specifically stated on the face hereof. All such taxes are the responsibility of Purchaser; if Purchaser claims it is exempt from tax, it shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

16. **INJUNCTIVE RELIEF**: Purchaser acknowledges that failure to carry out any obligation under this agreement, or a breach by Purchaser of any provision herein, shall constitute immediate and irreparable damage to Seller, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. Purchaser further agrees that no bond or other security shall be required in obtaining such equitable relief and Purchaser hereby consents to the issuance of such injunction and to the ordering of specific performance. Purchaser also understands that other action may be taken and remedies enforced against Purchaser.

17. **MISCELLANEOUS**: These Terms and Conditions of Sale shall be construed under and governed by the laws of the state of Ohio without regard to the rules regarding conflict of laws. If any provision is held to be illegal, invalid or unenforceable, the remaining provisions shall not in way be affected or impaired thereby. A waiver by Seller of any terms and conditions herein shall not be deemed to be a continuing waiver but shall apply solely to the instance of the waiver.



OPENGATE®

**HIGHEST THROUGHPUT
WEAPONS DETECTION**
OF PEOPLE WITH BACKPACKS,
PURSES, AND BAGS





HOW OPENGATE IMPROVES WEAPONS SCREENING

OPENGATE is a **Groundbreaking Weapons Detection System** designed for faster screening of people with their backpacks, purses and bags, etc. for the detection of a large variety/number of Metal Threats, such as high caliber assault weapons

- **MULTI-CALIBER WEAPONS DETECTION**
- **HIGHEST THROUGHPUT** with near zero nuisance alarms
- **NO DIVESTING REQUIRED** with backpacks, purses and bags*
- **HIGHLY PORTABLE**
Weighs only 25 lbs
- **QUICK TO SETUP AND INSTALL**
Requires less than 1 minute.
Simply set up, switch on and go. No technician required
- **VERSATILE USE**
Indoor or outdoor use, with no overhead cover required
- **EASY TO OPERATE**
Clear GO/NO GO signaling and operation requires limited training
- **STANDARDS-BASED PERFORMANCE**
Meets recognized international and federal security standards

* Depending on the chosen security level





GENERAL DESCRIPTION

OPENGATE is the first and only fully open, active walk-through detection system

- ✓ **OPENGATE is the most portable, elegant, easy to position and ready to use weapons detection system.**
No installation, adjustment or assembly procedures
- ✓ Contrary to walk-through metal detectors, **OPENGATE does not require any mechanical or electrical connection** between the two pillars that define the passageway
- ✓ **Proprietary arch-free structure and operation solution**
- ✓ **Specialty top cap** allows for alarm visibility even in direct sunlight
- ✓ **OPENGATE power supply options** include either lithium ion batteries and/or standard wall outlet (110v)
- ✓ **Acoustic and optical signals**, located at the top of the pillars, provide real-time status and alarm indications



FEATURE HIGHLIGHTS

OPENGATE is extremely versatile and can be used at a variety of entrances or security checkpoint locations, **either indoors or outdoors**

- **DETECTION TARGET**

Multi-caliber weapons and IEDs

- **OPERATIONAL USE**

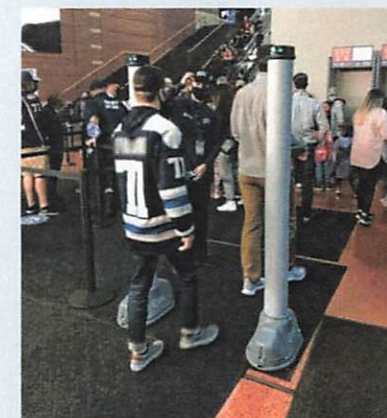
- Faster screening of people in transit with bags, backpacks, and purses
- Extremely high throughput
- Integrated high-precision transit counter

- **APPLICATIONS**

Applications include school building and event entrances; in general all places open to students, visitors, and the public characterized by high access flow, in continuous or limited in time

- **EASY TO RELOCATE AND QUICK TO INSTALL**

Only 25 pounds with less than 1 minute setup time, it does not require adjustments or the assembly of mechanical and electrical parts





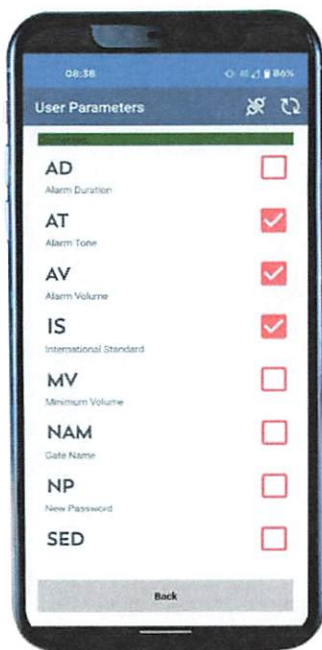
OPENGATE® APP

Detection and signaling parameters can be easily set via the OPENGATE App, designed for **smartphones** or **tablets** and based on Android or iOS operating systems

✓ OPERATIVE SCREEN



✓ USER PARAMETERS



- EASY TO POSITION AND QUICK TO USE



- 360° VISUAL ALARM INDICATION

- CARRYING HANDLE
- A ON/OFF SWITCH
- B BATTERY COMPARTMENT (2x)
- C ADJUSTMENT FEET

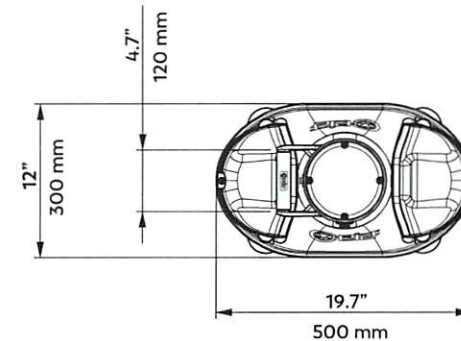
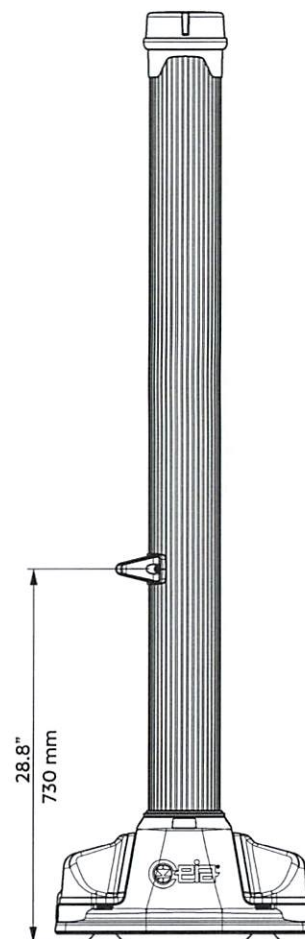
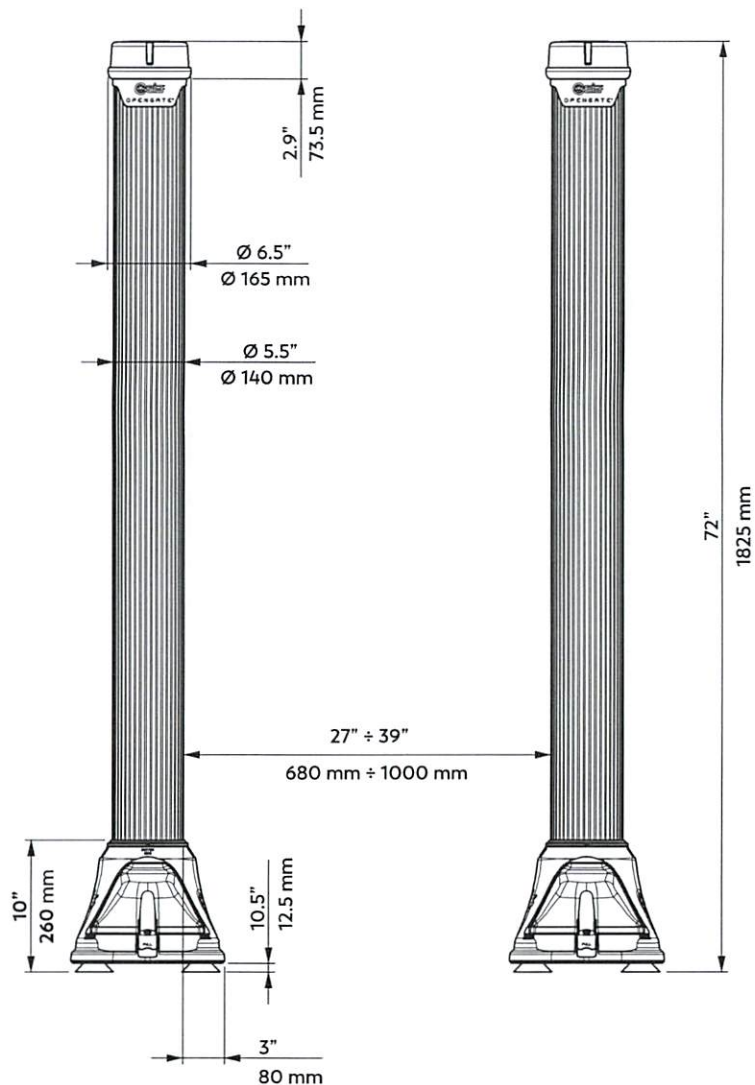


OVERALL DIMENSIONS

FRONT VIEW

SIDE VIEW

TOP VIEW





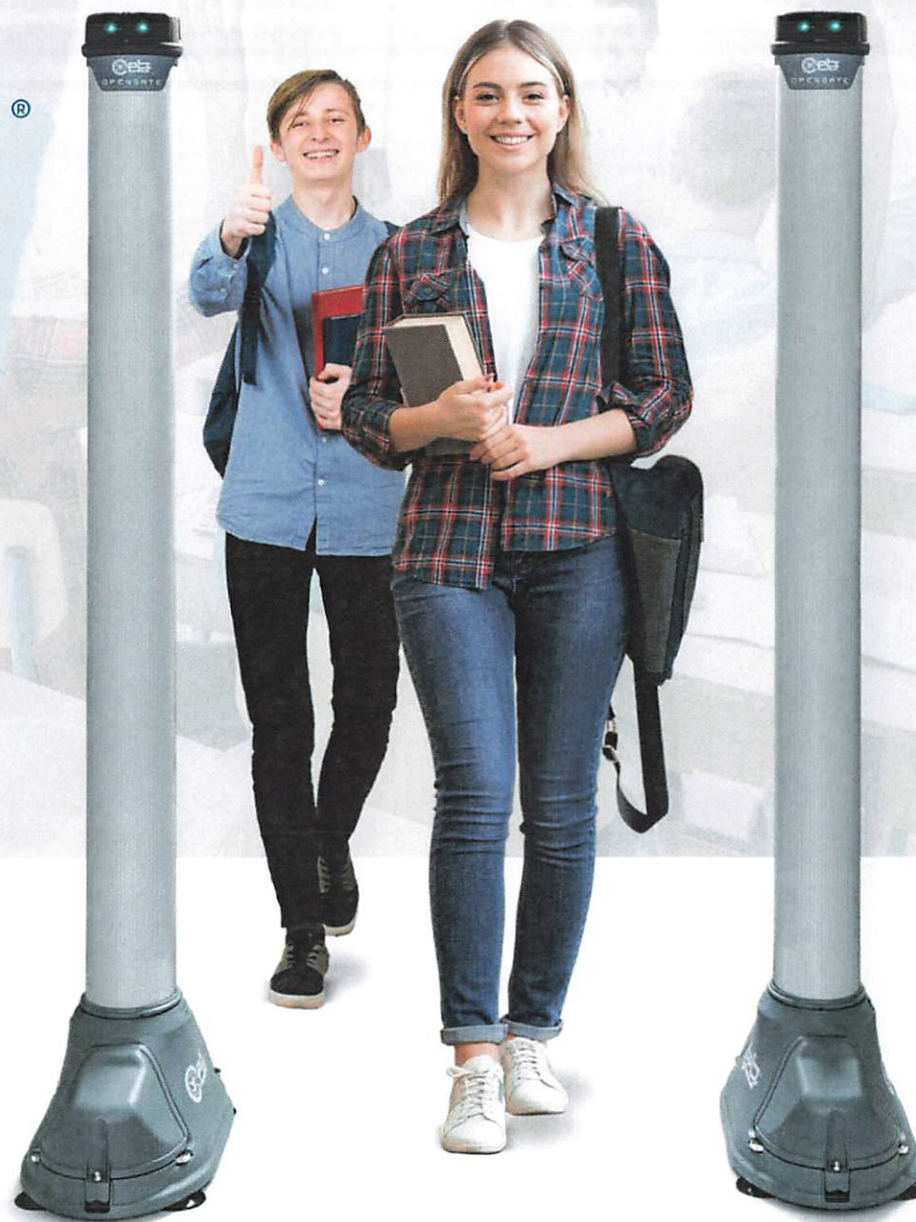
SPECIFICATIONS

GENERAL FEATURES	Detection of multi-caliber weapons			
	Extremely high throughput			
	Quick setup, immediate use			
	No external mechanical or electrical connections			
	Fields of application: all places open to the public characterised by large crowds where it is necessary to carry out a security inspection of the individuals without undressing			
Operational transit width: 27" ÷ 39" [680 mm ÷ 1000 mm]				
POWER SUPPLY	Batteries	18V - 12Ah lithium ion		
	Operating time [4 batteries]	Up to 14 hrs [with operational battery management]		
	Dual Bay simultaneous fast battery charger.	Power supply voltage	220 - 240 V	
	Standard Wall Outlet: 100...277V- ±10%, 47...63Hz, 40 VA typical consumption	Charging time [2 batteries]	130 min	
		Dimensions	10.8" x 7.2" x 3.6" [275 mm x 184 mm x 92 mm]	
		Weight	3.5 lbs [1.6 kg]	
ALARM SIGNAL	OPTICAL	Indicator lights displayed at the top of the column	GREEN: OK, Ready	
			RED: Alarm, Self-diagnosis	
			BLUE: Wireless connection in progress	
	ACOUSTIC	Internal buzzer	YELLOW: Battery level indication	
PROGRAMMING	Available through the CEIA OPENGATE FREE App - iOS or Android			
WEIGHT	MAIN COLUMN	Including batteries	33.5 lbs [15.2 kg]	
		Without batteries	26.5 lbs [12 kg]	
	SECONDARY COLUMN	Including batteries	30 lbs [13.7 kg]	
		Without batteries	23 lbs [10.5 kg]	
CERTIFICATES AND COMPLIANCE	Compliant with applicable regulations on human exposure to electromagnetic fields and safety for pacemaker wearers			
	Compliant with EU regulations and international standards for Electrical Safety and Electromagnetic Compatibility [EMC]			
	Harmless to magnetic media			
AMBIENT CONDITIONS	Operating temperature	OPENGATE	-0.4°F to 122°F [-18°C to +50°C]	
		Battery charger and battery being charged	40°F to 105°F [+ 5°C to + 40°C]	
	Storage temperature	-34°F to 122°F [-37°C to +50°C]		
	Relative humidity	0 to 95%, without condensation		
	Altitude	up to 9,800 ft [3,000 m]		
	Installation category	II [IEC61010-1]		
	Pollution rating	2 [IEC61010-1]		
	Maximum intensity of emitted magnetic field	< 40 db uA/m @ 10 m		

KEEPING SCHOOLS SECURE



OPENGATE®



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