

SECURE CARE PRODUCTS, LLC STANDARD TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, SIGNED BY BOTH SECURE CARE PRODUCTS, LLC ("SECURE CARE") AND BUYER, ALL SALES OF PRODUCTS OR SERVICES BY SECURE CARE (THE "PRODUCTS") ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

**1. Quotations.**

A quotation may be amended or rescinded by Secure Care at any time prior to receipt by Secure Care of written notice that Buyer has accepted that quotation without change. A quotation shall expire, without further notice, if Secure Care does not receive written notice that Buyer has accepted that quotation without change no later than 5 p.m. on the thirtieth day after the date it is issued.

**2. Purchase Orders**

For each proposed purchase of the Products from Secure Care, Buyer shall present Secure Care's then current form of purchase order ("Purchase Order") at least two (2) weeks before the requested delivery date. Each such Purchase Order shall identify the quantity ordered, the requested delivery date and any export/import information which Secure Care needs in order to fill it. Each such Purchase Order, whether in response to a quotation or not, shall be an offer to purchase, which may be accepted or rejected by Secure Care in its absolute discretion. Unless Buyer is notified in writing to the contrary within five (5) days after Secure Care receives a Purchase Order, such Purchase Order shall be deemed to have been accepted by Secure Care without change.

**3. Prices**

All prices published or quoted by Secure Care are subject to change. If no specific price is included in a quotation, the price charged will be Secure Care's price at the time of delivery. Any price, whether included in a written quotation, provided orally, set forth in a Purchase Order or applicable at the time of delivery, may be adjusted at the time of billing to take into account specifications, quantities, shipment arrangements and other issues which were not considered at the time of the quotation or receipt of the Purchase Order.

**4. Taxes**

Federal, state, local and foreign taxes, levies and assessments imposed on either Secure Care or Buyer and arising out of the transactions involved in or the relationships and obligations established by any Purchase Order, any quotation, or the acceptance of either (with the exception of income or other taxes imposed upon Secure Care and measured by the gross or net income of Secure Care) shall be the responsibility of Buyer, and, if paid or required to be paid by Secure Care, shall be added to and become a part of the amounts immediately due from Buyer. Any charge for on-site support and customer training shall be grossed-up for any non-refundable withholding tax imposed on Secure Care.

**5. Products Ordered**

Secure Care reserves the right to modify the design or method of manufacture of any of the Products that it designs or manufactures, without notice, at any time, including before and after quotation, receipt of a Purchase Order, or acceptance of a Purchase Order. Secure Care will fill a Purchase Order for any of the Products that it does not design or manufacture but instead purchases from another company, either with the Product specified, a modified version of the Product specified or, if the Product specified is unavailable, with Products other than the specific items ordered. Secure Care may fill a Purchase Order with such modified Products or with Products other than the specific items ordered, so long as the modified or substituted Products provide substantially the same function as the Products listed in the quotation or on the Purchase Order as accepted by Secure Care.

**6. Packaging, Shipment and Delivery**

A. In the absence of specific requests from Buyer, all methods and forms of packing and shipment will be as selected by Secure Care. Buyer shall pay additional packing and handling charges for any non-standard methods and forms of packing and shipment which Buyer requests.

B. "Delivery" occurs when Secure Care makes the Products available to a common carrier F.O.B. Secure Care's manufacturing facility in Concord, New Hampshire, regardless of whether the Products leave Secure Care's premises. Title and risk of loss pass to Buyer upon delivery.

C. All products are sold F.O.B. Secure Care's manufacturing facility in Concord, New Hampshire. If Buyer does not designate a common carrier for the Products covered by a Purchase Order or before delivery, Secure Care may designate a common carrier on Buyer's behalf, and Buyer shall be responsible for payment of that common carrier's charges and all demurrage, storage, freight, insurance and other charges of any sort related to the Products from the time title passes and for making any claims against carriers, insurers, warehousemen or others after delivery.

D. All delivery dates stated in any quotation or Purchase Order are approximate. Secure Care will make reasonable efforts to meet delivery dates stated in any quotation or Purchase Order as accepted by Secure Care, but will not be liable for failure to meet such dates. If a delivery cannot be made within thirty (30) days of the date stated in any quotation or Purchase Order as accepted by Secure Care, Secure Care may, in its absolute discretion, cancel any or all deliveries without further obligation of any kind to Buyer.

E. Secure Care reserves the right to make partial deliveries and to deliver the Products in any order. Secure Care may, in its absolute discretion, and without incurring any liability to anyone, allocate production and deliveries among its customers even though time for delivery is thereby extended, and Buyer will not thereby be relieved of any obligation to accept delivery or to make payment.

F. Secure Care may stop the Products in transit, even though title and risk of loss have passed to Buyer, and may hold the Products, in whole or in part, before or after delivery, if Buyer fails to make any payment as and when due or otherwise fails to meet its obligations under these Standard Terms and Conditions of Sale, any Purchase Order as accepted by Secure Care, any other undertaking or agreement between Secure Care and Buyer, or any provision of law.

G. Regardless of the form of any claim or action, Secure Care shall in no event be liable for any claims, costs, damages or liabilities based on any delay in delivery or any failure to deliver.

**7. Payment and Credit Terms**

A. "Payment" means the receipt or deposit in Secure Care's bank account of currently available funds.

B. Payment will be due regardless of whether Buyer has made, or plans to make, any inspection of the Products.

C. Secure Care may, in its absolute discretion, establish a line of credit ("Line of Credit") for Buyer. If such a Line of Credit is established, Secure Care may, in its absolute discretion, either increase or decrease the maximum amount allowed thereunder at any time. At no time will the maximum amount owed by Buyer to Secure Care for outstanding accounts receivable exceed the amount of any Line of Credit. In the event a Line of Credit is established for Buyer and Buyer exceeds that Line of Credit, all amounts in excess of that Line of Credit shall be paid to Secure Care by Buyer immediately and without demand.

D. Whether a Line of Credit is established or not, all amounts due to Secure Care shall be paid in U.S. Dollars by Buyer no later than thirty (30) days after the date of delivery as defined in Section 6.8 above. Secure Care reserves the right to sell Products to Buyer only on a C.O.D. basis.

E. If the Products are delivered in installments, Buyer will pay for each installment as though it were a separate order.

F. If Buyer fails to pay Secure Care any amounts as and when they are due, in addition to other remedies available to it, Secure Care may add to the amount due a late payment charge in U.S. Dollars which is equal to the lesser of: (i) 1.5% per month (compounded monthly); or

(ii) The maximum lawful interest rate or late payment charge allowed by applicable law. Buyer shall also pay Secure Care all costs and expenses, including reasonable attorneys' fees, incurred by Secure Care in collecting any amounts due and other charges.

G. No part of any amount due or other charges owed to Secure Care by Buyer may be reduced by counterclaim, set-off, adjustment or other claimed right of Buyer against Secure Care. Any amounts payable by Secure Care to Buyer may be offset against any amounts due and other charges owed to Buyer by Secure Care.

**8. Cancellations and Returns**

A. If Buyer cancels an order within ten (10) days prior to a scheduled delivery date, Buyer shall pay Secure Care a cancellation charge equal to 15% of the gross price and charges that would have been due upon delivery of the cancelled order.

B. After delivery, no Products may be returned to Secure Care without first contacting Secure Care at 800-451-7917 and obtaining a Return Authorization Number. When delivered products are returned to Secure Care, they must be accompanied by a Return Authorization Number. Transmitters and Tags are non-returnable due to the battery life and will not be accepted for return for credit. Buyer shall be responsible for all costs and expenses relating to the return of such delivered products and shall be subject to a 20% restocking fee applied to the original gross price for delivered products. Buyer shall retain title and risk of loss of all delivered products which are returned under this Section 8.B until they are accepted in writing by Secure Care at its manufacturing facility in Concord, New Hampshire. Buyer shall also pay all costs of shipping, storage and other charges and obligations relating to the return of such delivered products until they are accepted in writing by Secure Care at its manufacturing facility in Concord, New Hampshire. Issuance of a Return Authorization Number by Secure Care will not constitute an admission that there is a problem with the Products being returned, that any problem is covered by warranty or that Secure Care has any responsibility to repair, replace, make refund for or pay claims, costs, damages or liabilities connected with the Products being returned.

**9. Warranty**

A. Subject to the limitations of this Section 9 and Secure Care's General Product Warranty Statement (as amended from time to time by Secure Care in its absolute discretion) and unless a different period is specified in writing by Secure Care for a particular product, Secure Care warrants to Buyer that each Product (subject to Secure Care's specified tolerances and excluding any expendable items) sold by Secure Care to Buyer shall conform to the specifications which accompany such Product for a period of one (1) year from the date of delivery of that Product as defined in Section 6.8 above. This warranty does not extend to and is not for the benefit of any person other than Secure Care's Distributor, any sub-distributor thereof and/or the customer to whom this Product is first provided for use, by Secure Care, its Distributor or any sub-distributor thereof.

B. IF YOU PURCHASE COMPUTER HARDWARE THROUGH SECURE CARE AND REQUEST THAT SECURE CARE SOFTWARE BE INSTALLED AND TESTED ON THAT HARDWARE AT THE FACTORY, SECURE CARE WARRANTS ONLY THAT THE HARDWARE AND THE SOFTWARE PACKAGES WERE INSTALLED, SET-UP AND TESTED PRIOR TO SHIPMENT IN ACCORDANCE WITH ALL SECURE CARE PRODUCT MANUALS AND THAT, AT THE TIME THE HARDWARE AND THE SOFTWARE PACKAGES WERE FINALLY INSPECTED AT THE FACTORY, THEY WERE PERFORMING (SUBJECT TO SECURE CARE'S SPECIFIED TOLERANCES) IN ACCORDANCE WITH SECURE CARE'S SPECIFICATIONS. SECURE CARE WILL NOT BE RESPONSIBLE FOR ANY DEFECTS IN OR PROBLEMS CAUSED BY THE HARDWARE, ALL CLAIMS FOR WHICH MUST BE MADE TO THE HARDWARE MANUFACTURER AND/OR VENDOR. SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS WITH RESPECT TO THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM THE FACT THAT SUCH HARDWARE CARRIES SECURE CARE'S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE OR FROM THE DELIVERY OR INSTALLATION OF THE HARDWARE WITH SECURE CARE SOFTWARE, PARTS AND/OR PRODUCTS OR FROM A COURSE OF DEALING OR USAGE IN TRADE. ALL RESPONSIBILITY FOR DESIGNING, MANUFACTURING, LABELING AND WARNING OF HIDDEN DEFECTS OR DANGERS IN THE HARDWARE AND/OR ITS USE WITH AND OPERATION IN THE SECURE CARE SYSTEM RESTS EXCLUSIVELY WITH THE HARDWARE MANUFACTURER AND/OR VENDOR, AND ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES ARISING FROM THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM SHALL BE MADE SOLELY AGAINST THE HARDWARE MANUFACTURER AND/OR VENDOR.

C. EXCEPT AS STATED IN SECTIONS 9.A. AND 9.B ABOVE, SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WHOLE OR ANY PART OF THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM A COURSE OF DEALING OR USAGE IN TRADE.

D. SECURE CARE REQUIRES ALL INSTALLATIONS, UPGRADES OR SERVICING OF AN EXISTING INSTALLATION OF ANY AND ALL SECURE CARE PRODUCTS OR SYSTEMS TO BE PERFORMED BY A FACTORY CERTIFIED DISTRIBUTOR AND/OR INSTALLER WITH SIGNED DISTRIBUTOR OR INSTALLER AGREEMENTS. CUSTOMERS THAT GAIN TECHNICAL SERVICE CERTIFICATION AND MAINTAIN THEIR CERTIFICATIONS OVER TIME ARE ALLOWED TO INSTALL REPLACEMENT HARDWARE AND SERVICE PREVIOUS INSTALLATIONS CONDUCTED BY CERTIFIED DISTRIBUTORS FOR THE FACILITIES THEY OWN AND OPERATE ONLY FOR THE PRODUCTS THEY ARE CERTIFIED TO AND FOR THE SOLE PURPOSE OF MAINTENANCE AND REPAIRS. IN DOING SO, THEY ASSUME LIABILITY FOR THOSE REPAIRS AND MAINTENANCE. ANY INDIVIDUAL WORKING FOR AND ASSISTING A COMPANY WHO HAS NOT SIGNED A DISTRIBUTOR AGREEMENT AND AS A RESULT IS NOT A CERTIFIED DISTRIBUTOR OF SECURE CARE WILL ASSUME ALL LIABILITY OF THE EQUIPMENT/SYSTEM IN ITS ENTIRETY. CERTIFIED INDIVIDUALS NO LONGER WORKING FOR A CERTIFIED SECURE CARE DISTRIBUTOR IS NO LONGER CONSIDERED CERTIFIED TO INSTALL/SERVICE SECURE CARE PRODUCTS/EQUIPMENT/SYSTEMS.

E. AS STATED IN 9.D. ABOVE, EQUIPMENT/SYSTEMS INSTALLED OUTSIDE THE ABOVE CRITERIA WILL VOID ANY AND ALL WARRANTY GIVEN BY SECURE CARE PRODUCTS, LLC.

**10. Limitations of Liability**

A. REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SECURE CARE'S TOTAL LIABILITY TO ALL PERSONS, WHETHER SINGLY OR TOGETHER, FOR ALL OCCURRENCES COMBINED, FOR CLAIMS, COSTS, DAMAGES OR LIABILITIES BASED ON ANY CAUSE WHATSOEVER AND ARISING FROM OR IN CONNECTION WITH ANY QUOTATION, PURCHASE ORDER (EITHER ACCEPTED OR NOT), AND ANY OTHER AGREEMENT, UNDERTAKING OR OBLIGATION BETWEEN SECURE CARE AND BUYER, OR THE MANUFACTURE, DISTRIBUTION, PROMOTION, SALE, INSTALLATION, SUPPORT, MAINTENANCE, OPERATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS, OR FROM OR IN CONNECTION WITH ANY DELAY OR FAILURE IN PROVIDING SUCH PRODUCTS, SHALL NOT EXCEED THE AGGREGATE PRICE (WITHOUT INTEREST) PAID TO SECURE CARE BY BUYER FOR SUCH PRODUCTS.

B. IN NO EVENT SHALL SECURE CARE BE LIABLE TO ANYONE FOR ANY LOSS OF DATA, LOSS OF PROFITS OR LOSS OF USE OF THE PRODUCTS OR ANY EQUIPMENT, OR FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER DAMAGES, ARISING FROM OR IN CONNECTION WITH THE MANUFACTURE, DISTRIBUTION, PROMOTION, SALE, INSTALLATION, SUPPORT, MAINTENANCE, OPERATION, SERVICING, USE OR PERFORMANCE OF ANY OF THE PRODUCTS OR FROM OR IN CONNECTION WITH ANY DELAY OR FAILURE IN PROVIDING OR DELIVERING SUCH PRODUCTS.

C. IN NO EVENT SHALL SECURE CARE BE LIABLE TO ANYONE FOR ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES CAUSED BY: (I) BUYER'S FAILURE TO PERFORM ITS OBLIGATIONS AND RESPONSIBILITIES; (II) IMPROPER OR DEFECTIVE PROMOTION, DISTRIBUTION, SALE, INSTALLATION, SUPPORT, MAINTENANCE, OPERATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS, INCLUDING WORK PERFORMED WITHOUT SECURE CARE'S PRIOR WRITTEN CONSENT IN ITS ABSOLUTE DISCRETION, BY A PERSON WHO HAS NOT SATISFACTORILY COMPLETED SECURE CARE TECHNICAL TRAINING, IS NOT A SECURE CARE FACTORY CERTIFIED DISTRIBUTOR, IS NOT A FACTORY CERTIFIED INSTALLER, OR IN A MANNER NOT CONSISTENT WITH SECURE CARE TECHNICAL TRAINING; (III) SUPPLY OF ANY PRODUCTS BY BUYER FOR USE IN, OR THE USE OF ANY PRODUCTS IN, ANY SYSTEM OR CONFIGURATION NOT DESIGNED TO SECURE CARE STANDARDS OR IN WHICH BUYER OR ANY THIRD PARTY HAS SUBSTITUTED MATERIALS AND/OR GOODS NOT SPECIFIED BY SECURE CARE; OR (IV) DETERIORATION OF THE PRODUCTS DURING STORAGE. THIS LIABILITY EXTENDS TO VOIDING THE PRODUCT/SYSTEM WARRANTY AND AGENCY CERTIFICATIONS. YOU WILL ASSUME ALL LIABILITY FOR ANY DEVIATIONS FROM THE ABOVE.

D. BUYER AGREES TO INDEMNIFY AND HOLD SECURE CARE HARMLESS FROM ALL CLAIMS, COSTS, DAMAGES AND LIABILITIES ASSERTED BY ANYONE FOR ANY DAMAGES THAT ARE EXCLUDED AND WAIVED, OR ARE INTENDED TO BE EXCLUDED AND WAIVED, BY THIS SECTION

10, OR WHICH ARE IMPOSED BY LAW ON BEHALF OF BUYER OR ANYONE CLAIMING THROUGH BUYER OR IN CONNECTION WITH ANY RELATIONSHIP OR TRANSACTION BETWEEN SECURE CARE AND BUYER, BUT WHICH ARE NOT EXPRESSLY STATED IN THESE STANDARD TERMS AND CONDITIONS OF SALE.

E. The exclusions, waivers and limitations on claims, costs, damages and liabilities and any rights of indemnification set forth in this Section 10 shall be enforceable to the maximum extent allowed by law and shall not be expanded or negated in any respect by Secure Care's operation of a "Help Line" to receive and respond to telephone or dial-in inquiries about its Products, by any communications through that "Help Line" or by any actions taken by anyone following communications with Secure Care over such "Help Line." Buyer shall undertake all actions permitted or required by any laws and government-imposed rules or regulations to ensure that the exclusions, waivers and limitations on claims, costs, damages and liabilities and any rights of indemnification set forth in this Section 10 are enforceable. Buyer shall immediately inform Secure Care if Buyer becomes aware that any of the exclusions, waivers or limitations on claims, costs, damages, and liabilities or any rights of indemnification set forth in this Section 10 may not be enforceable or that claims may be made or have been made by a third party against either Secure Care or Buyer.

F. UNDER NO CIRCUMSTANCE MAY LICENSEE USE THE ENVISSION® or mVISION® SOFTWARE AND HARDWARE AS THE PRIMARY SIGNALING SOURCE FOR DURESS NOTIFICATION, NOR SHALL LICENSEE HOLD SECURE CARE PRODUCTS, LLC RESPONSIBLE/LIABLE IF SYSTEM ALERTS AND ALARMS ARE NOT RECEIVED OR RESPONDED TO BY THE LICENSEE.

**11. Compliance with Law**

Buyer covenants that its activities shall comply with all applicable laws and government-imposed rules and regulations. In particular, but without limitation, Buyer shall obtain all licenses, permits, approvals and fire alarm test verifications which are necessary or advisable in connection with the promotion, distribution, sale, installation, support, maintenance, servicing and use of the Products.

**12. Government Contract Provision**

A. All Secure Care software and related documentation are "commercial computer software" or "commercial computer software documentation." Pursuant to FAR 12.212(a) and/or DFARS § 27.7202-1(a), and in the absence of a written agreement to the contrary signed by Secure Care, Buyer and the U.S. Government, the U.S. Government's rights with respect to such software and documentation will be limited by these Standard Terms and Conditions of Sale.

B. For purposes of this Section 12, the term "Technical Data" shall have the same meaning as it does in the Federal Acquisition Regulations. Buyer may provide the Technical Data to the U.S. Government or any agency thereof only if its agreement with the U.S. Government or any agency thereof specifically provides that the U.S. Government or any agency thereof will obtain the Technical Data with "Limited Rights." Buyer shall assure that all Technical Data is appropriately labeled to protect such rights.

**13. Governing Law**

These Standard Terms and Conditions of Sale (and any quotation or Purchase Order), and all questions arising out of or relating to them, shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to the conflict of law's provisions thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods, the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"), and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

**14. Severability and Remedies**

The invalidity or unenforceability of any provision of these Standard Terms and Conditions of Sale (and of any quotation or Purchase Order) shall not affect the validity or enforceability of any other provision thereof.

**15. Waiver**

None of these Standard Terms and Conditions of Sale may be waived except in writing signed by Secure Care. A waiver on one or more occasion of any of these Standard Terms and Conditions of Sale shall not constitute or be deemed to be a waiver of these Terms and Conditions of Sale on any other occasion. No delay or failure of a party to exercise any right or remedy under these Standard Terms and Conditions of Sale will operate as a waiver thereof; no failure to enforce or insist upon compliance with any provision of these Standard Terms and Conditions of Sale on any one occasion shall be deemed to be a waiver of the party's right to do so on another occasion; and no course of dealing between the parties will constitute a waiver, alteration, limitation or expansion of any of the parties' rights and obligations under these Standard Terms and Conditions of Sale.

**16. Notices**

All notices and communications required or permitted to be provided under these Standard Terms and Conditions of Sale shall either be delivered personally, sent by reputable overnight delivery service (such as Federal Express or DHL) or sent by telecopy, with confirmation of receipt, to the addresses provided by each party in writing from time to time or to the then current fax number of the intended recipient. Notices shall be deemed to be received on the date of personal delivery, one day after deposit with a reputable overnight delivery service or, if sent by telecopier, upon return of confirmation of receipt. Either party may change its address for notice purposes by sending a written notice of change in accordance with this Section 16.

**17. Additional or Inconsistent Terms**

Any term or condition of any Purchase Order or of any other document that is provided to Secure Care by Buyer which is in any way different from, inconsistent with or in addition to these Standard Terms and Conditions of Sale will not become a part of any contract between Secure Care and Buyer or be binding upon Secure Care, regardless of whether Secure Care specifically advises Buyer that it will not. To the extent that these Standard Terms and Conditions of Sale are part of an acceptance by Secure Care of an offer by Buyer, that acceptance is expressly conditioned upon Buyer's agreement to these Standard Terms and Conditions of Sale. Secure Care shall have no obligation to note any difference between these Standard Terms and Conditions of Sale and any additional or modified terms contained in any communication from Buyer, and Secure Care's failure to object to any such additional or modified terms will not constitute a waiver of any of these Standard Terms and Conditions of Sale or an acceptance of any such additional or modified terms. Buyer may not condition any acceptance of delivery or retention of the Products upon the waiver or modification of any of these Standard Terms and Conditions of Sale. In addition to all other factors, any act of control or retention over the Products which is exercised by Buyer after delivery shall constitute a confirmation by Buyer that only these Terms and Conditions of Sale apply to the transaction. When applicable, Secure Care Products, LLC, will require copies of the original quote and purchase order from the customer facility. See Secure Care Products, LLC "Standard Terms and Conditions of Sale" Section 2 for additional instruction or explanation.

