

**Region: 5**

**Location: VA099**

**CSS #: 27290**

**Maximo Work Order No.: 13123**

**Asset #:**

**Date Issued: 12/28/20**

**Original Description:**

**Add the extensions for the out path and a drop leg for stability-- vehicle access Drop Gate**

**Repairs Needed:**

EGS will remove and dispose of the existing barrier gate. We will furnish and install (1) magnetic xl2 access pro barrier gate with a 28' arm. The arm will include pendulum style support port. The price assumes re-using the concrete pad along with all electrical wiring, access controls and loops.

**RS Means Line Buildup and Labor Summary (Data Version 2017, Q4):**

Quantity	Line Item Number	Description	Labor Hours	Labor Rate/Hr	Materials	Equipment	Total
--	NA	Materials (See attached detail)	--	--	\$10,025.77	--	\$10,025.77
--	NA	Entry Guard Labor	26	\$81.67	--		\$2,123.42
--	NA	TW Coordination	4	\$80.00	--	--	\$320.00

**Estimate Summary:**

Labor Hours	Labor Cost	Material Cost	Equipment	Total Cost	CE Factor	Total Estimate
30	\$2,443.42	\$10,025.77		\$12,469.19	100%	<b>\$12,469.19</b>



10610 Trade Road, Richmond, VA 23236

QUOTE #	EGSQ1078
DATE	Dec 23, 2020

To Mary Lowery  
Tidewater, Inc.  
6625 Selnick Drive  
Suite A  
Elkridge, MD 21075

Phone 410-967-5346

Entry Guard Systems is pleased to provide you with the following price quotation.

Entry Guard Systems will furnish and install the following equipment:

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	ACCESSPRO XL2 BARRIER GATE WITH 28' ARM, PROTECTIVE FOAM EDGE IN WHITE	\$9,264.92	\$9,264.92
2	1	PENDULUM SUPPORT	\$265.85	\$265.85
3	26	BARRIER INSTALL (2) TECHS, 13 HOURS EACH @ \$81.67 PER HOUR	\$81.67	\$2,123.42
4	1	SHIPPING ON EQUIPMENT ORDERED	\$495.00	\$495.00

THIS PRICE QUOTATION IS VALID FOR SIXTY DAYS FROM THE ABOVE DATE.

#### SCOPE OF WORK

EGS will remove and dispose of the existing barrier gate. We will furnish and install (1) Magnetic XL2 Access Pro barrier gate with a 28' arm. The arm will include a pendulum-style support post. The price assumes re-using the concrete pad along with all electrical wiring, access controls and loops.

PROJECT SUBTOTAL	\$12,149.19
VIRGINIA STATE SALES TAX	\$0.00
<b>TOTAL PROJECT COST</b>	<b>\$12,149.19</b>

DEPOSIT	\$6,074.60
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**Thank You For Your Business!**

## GENERAL WARRANTY, TERMS AND EXCLUSIONS

Entry Guard Systems warrants that the Products will be free from any defects in material and workmanship under normal use and service, wear and tear excepted, for a period of one year from the date of equipment acceptance by Customer. Any labor related to this warranty will be covered for a period of one year from this same date of acceptance. This warranty shall not apply to Products which have not been properly maintained or have been subjected to misuse, neglect, accident or damage, or which have been modified, changed, reworked in any way, without the prior written approval of Entry Guard Systems.

Specifically the warranty will not cover the following repairs:

- o AC Power and Communications Cabling
- o Damage caused by operator error, vandalism, power surges, brownouts, lightning or other natural phenomena and improper use of equipment.

Entry Guard Systems' sole obligation shall be to repair or replace, at Entry Guard Systems' option, any defective part or parts within such one-year period. This warranty extends only to the original purchaser from Entry Guard Systems and shall not cover repair, labor or replacement of parts that are by nature expendable.

**THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ENTRY GUARD SYSTEMS BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS WARRANTY OR ANY OTHER TERM OF CONDITION OF THIS AGREEMENT.**

UNLESS OTHERWISE NOTED, THESE ITEMS BELOW SHOULD BE PROVIDED BY THE CUSTOMER:

- o All conduit for high and low voltage electrical and high voltage (110V+) wiring
- o All construction permits if required
- o Life safety interface to fire control, if required
- o All telephone lines and data circuits
- o All concrete including bollards, pads and islands

**TOTAL PROJECT COST ABOVE ASSUMES THE FOLLOWING:**

- o All work will be done between 8:00 AM and 5:00 PM Monday through Friday unless otherwise noted.
- o Traffic Detection Loops: If loops are included in the scope of this project, the TOTAL PROJECT COST assumes that saw cut loops are acceptable without concrete testing and loops will be WET cut.
- o If the proposal above includes an access control system, EGS will configure the system components and train the end user on how to use the software. The end user will be responsible for constructing the actual cardholder database.
- o Entry Guard Systems assumes no responsibility for any damages or injuries, which may result from malfunction or improper use of the equipment it installs.

### PAYMENT TERMS

A 50% deposit is due upon acceptance of this proposal with the remaining balance due upon project completion.

If customer cancels or changes equipment order after order has been placed, customer will be responsible for paying any restocking and shipping fees that Entry Guard Systems is assessed by the equipment manufacturers.

If legal action is required for collection, purchaser will pay all court costs and legal fees.

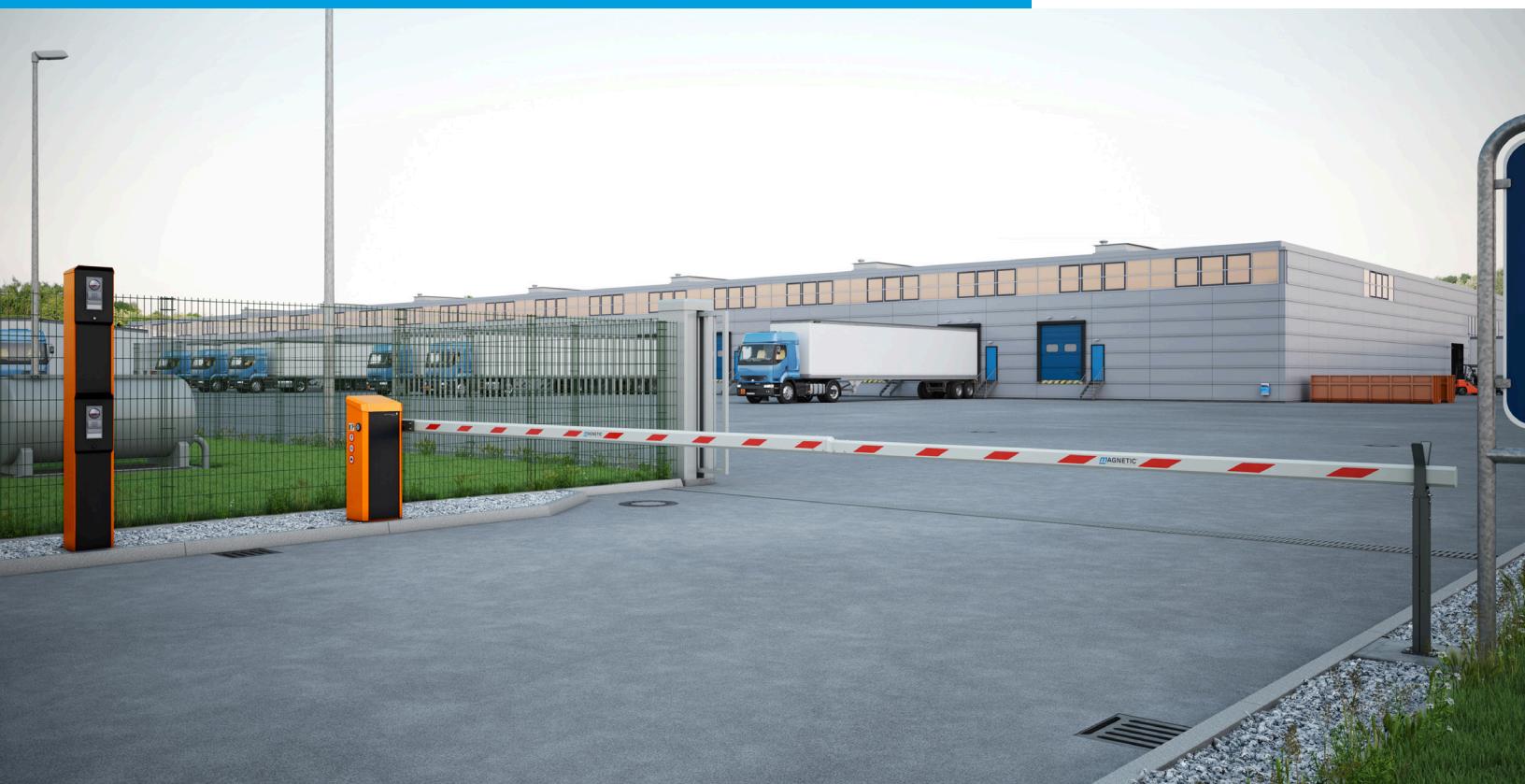
The prices, specifications and conditions listed above are satisfactory and are hereby accepted.

**Thank You For Your Business!**

# Access XL2/XXL

Access barriers for wide lanes

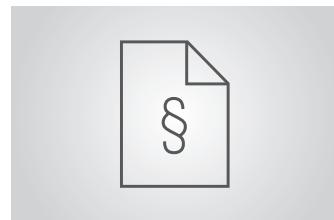
**MAGNETIC**  
ACCESS TO PROGRESS



## For wide lane use

For entrances to freight forwarders, company and port facilities, as well as on multi-lane roads – Magnetic XL2 and XXL barriers are the ideal solution when wide entrances of up to 28 ft (XL2) and up to 33 ft (XXL) have to be controlled with a single barrier. An optional barrier arm skirt also efficiently prevents intruders in security-relevant areas.

At the heart of the Access series is the innovative MHTM™ drive that is distinguished by its energy efficiency, lack of maintenance and long service life – the Access XL2 and XXL are designed for 2 million opening and closing cycles. Magnetic quality lies not just in the detail, but is also easily recognizable thanks to its stylish design. The Access series has already been awarded two design prizes.



### For wide entrances

With maximum opening widths of 33 ft, the Access XL2 and Access XXL are the ideal solution for wide entrances that have to be controlled with a single barrier. Thanks to their high energy efficiency, extremely long service lives, and simple maintenance, barriers from Magnetic are particularly cost-effective – an investment that will certainly pay off!

### Innovative drive technology

The MHTM™ drive unit is maintenance-free, energy-efficient and quiet. The high torque guarantees best possible operation even under extreme weather conditions.

### Legal security

Magnetic vehicular lift barriers have always been UL 325 approved. UL 325 ensures that our product guards against entrapment, fire, and electrical shock.

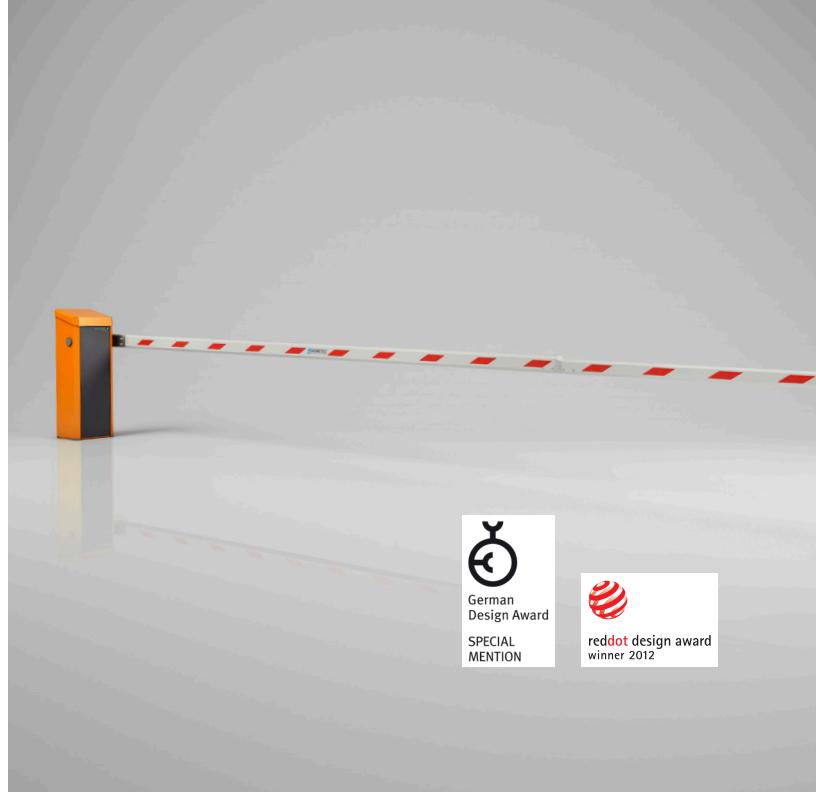
### Easy access to components

Two simple steps: control systems and the drive unit are easily reached by removing the top cover and front plate. This increases user-friendliness and accelerates commissioning and service.

# Access XL2/XXL

## Barriers for wide lanes

- > Large barrier width of up to 33 ft
- > High security with optional barrier arm skirt
- > Very low operating costs thanks to efficient and long-lived MHTM™ drive
- > Ease-of-use and optimum accessibility thanks to well thought-out design
- > Designed for 2 million opening and closing actions



Technical data	Access XL 2	Access XXL
Barrier width	Max. 28 ft	Max. 33 ft
Opening/closing time	6.0 s	8.0 s
Power consumption	Max. 17 W	Max. 30 W
Drive technology	MHTM™	MHTM™
Voltage	85 – 264 VAC, 50/60 Hz	85 – 264 VAC, 50/60 Hz
Duty cycle	100 %	100 %
Housing dimensions (L x W x H)	17.1 x 14.2 x 46 in.	17.1 x 14.2 x 46 in.
Enclosure rating	IP 54	IP 54
Temperature range	–22 to +131 °F	–22 to +131 °F
Weight	242.5 lb	247 lb
Features	Access XL 2	Access XXL
Standard colors	Orange (RAL 2000), White (RAL 9010)	Orange (RAL 2000), White (RAL 9010)
Barrier arm type	MicroBoom XL	MicroBoom XL
Control system	MGC Pro	MGC Pro
Integrated 2-channel detector for induction loops	Standard	Standard
Modular expansion of control system	Freely expandable	Freely expandable
Variable I/O assignment	Standard	Standard
No. of digital inputs	8	8
No. of relays/digital outputs	6/4	6/4
Input for safety light barriers with test	Standard	Standard
Selectable closing speed	Standard	Standard
Selectable opening speed	Standard	Standard

Options	Access XL2	Access XXL
Special colors	✓	✓
Pendulum support*	✓	✓
Support post*	✓	✓
Barrier arm locking set	✓	✓
Barrier arm illumination, red <sup>1</sup>	✓	✓
Light strips, red/green <sup>2</sup>	✓	✓
Warning lights	✓	✓
Hood lights		
Key-operated switch	✓	✓
Radio module	✓	✓
Ethernet module	✓	✓
RS485 module	✓	✓
CAN module (counting)	✓	✓
Second detector module	✓	✓
GSM module	✓	✓
Photoelectric light barrier	✓	✓

\* Barrier arms over 19 ft must be supported with a pendulum support or with a support post.

<sup>1</sup> With climb-over prevention only possible on the back of the barrier arm

<sup>2</sup> Not in combination with standard barrier arm skirt

### Standard barrier colors

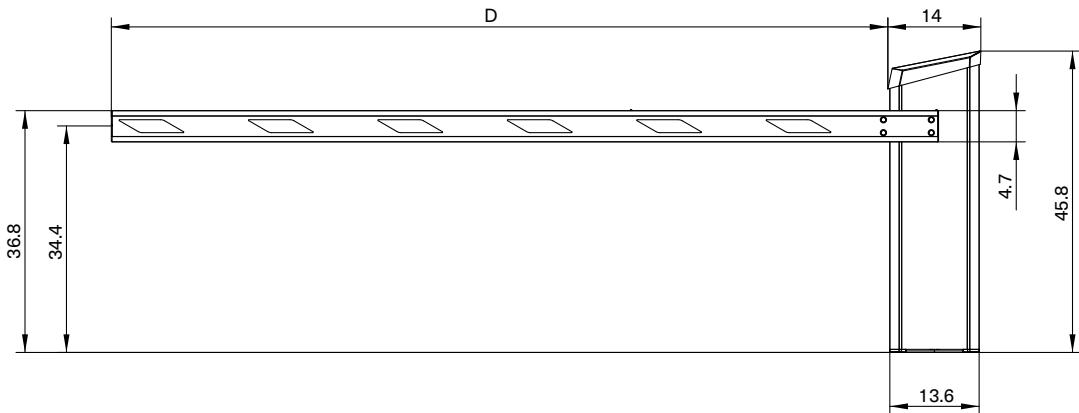
Orange  
(RAL 2000)

White  
(RAL 9010)

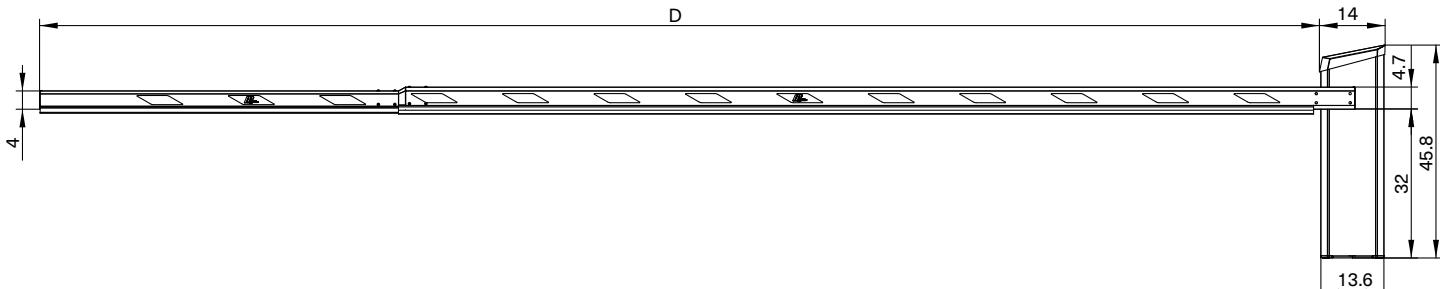
### Standard door color

Black-Grey (Anthracite)  
(similar to RAL 7021)

### Dimensional drawings



From a passage width (D) of more than 20 ft the barrier arm consists of two profiles



# Access to Progress

Magnetic stands for pioneering products – in every way. Our access control systems for vehicles or pedestrians clear the way for thousands of people every day – at car parks, toll gates, stations, airports and in buildings. Our technology is also pioneering, however: with innovative drives, intelligent control systems and well thought-out details it provides maximum safety and longevity. Are you also on the path to Magnetic?



## Vehicle barriers

Access barriers  
Parking barriers  
Toll barriers  
Traffic Barriers  
Special barriers



## Pedestrian gates

Turnstiles  
Swing gates  
Tripod gates  
Retractable gates  
Wing gates



## Terminals

Cars  
Trucks

*Germany*  
**MAGNETIC AUTOCONTROL GMBH**  
Grienmatt 20  
79650 Schopfheim  
Phone +49 7622 695-5  
Fax +49 7622 695-800  
E-mail [info@magnetic-germany.com](mailto:info@magnetic-germany.com)

*France*  
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377 Rue Ferdinand Perrier  
69808 St Priest Cedex  
Phone +33 4 72 21 86 89  
E-mail [info@magnetic-fr.com](mailto:info@magnetic-fr.com)

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Rockledge, FL 32955  
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Phone +1 321 635 8585  
E-mail [info@magnetic-usa.com](mailto:info@magnetic-usa.com)

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**MAGNETIC AUTOMATION PTY LTD**  
38 Metrolink Circuit  
Campbellfield, VIC 3061  
Phone +61 3 9339 2900  
E-mail [info@magnetic-oz.com](mailto:info@magnetic-oz.com)

*India*  
**MAGNETIC AUTOCONTROL PVT LTD.**  
PRS Centre  
Plot No. 373 to 376, 2nd Floor (West Wing)  
1st Cross Street, Nehru Nagar  
Old Mahabalipuram Road  
Kottivakkam (Opp Rayala Technopark, Perungudi)  
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E-mail [info@magnetic-cn.com](mailto:info@magnetic-cn.com)

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## **Terms and Conditions of Sale**

These Terms and Conditions of Sale ("Terms") between Customer (as listed on the Quotation) and Entry Guard Systems ("Company") govern the Quotation and Company's agreement to provide equipment and services to Customer. The Terms are incorporated into and made a part of the Quotation. The Terms, the Quotation and any Rider(s) to the Quotation collectively form the agreement between Customer and Company (the "Agreement"). The Agreement is effective as of the date that (a) Customer approves and signs the Quotation; (b) Customer issues a purchase order to Company for the equipment and services in the Quotation; or (c) Customer approves the Quotation via email ("Effective Date"). To the extent that Customer issues a purchase order to Company or approves the Quotation via email in lieu of signing the Quotation, Customer agrees that the Terms, the Quotation, and any Rider(s) to the Quotation shall apply to the purchase order and shall be incorporated by reference into the purchase order even if not attached thereto.

### **1. WORK EXECUTION, DELIVERY SCHEDULE, AND PAYMENTS**

Company shall complete the work set forth in the Quotation. To the extent that additional work is requested or required in addition to the work set forth in the Quotation, Company shall be entitled to compensation for such additional work.

Pricing in the Quotation is based on work being completed during normal business hours and is based on Company's directed staffing levels. Equipment availability is based on manufacturer's lead times as of the Effective Date of the Agreement and is subject to change. Network infrastructure must be in place and programmed prior to the start of work by Company. To the extent that Company starts work and changes are made by Customer which require additional programming labor by Company, Customer agrees to execute a change order with Company.

The Quotation states the payment terms for Customer, and Customer shall comply with those payment terms in connection with any invoices issued by Company and any payments due by Customer.

In the event of a Customer default, Customer agrees to pay all reasonable court costs and attorneys' fees incurred by Company to collect what is owed by Customer. Customer agrees to pay interest at a rate of 18% per annum (1.5% per month) for any payment which remains past due for thirty (30) days after the payment term set forth in the Quotation.

Unless otherwise noted performance, bond is excluded.

### **2. EXISTING EQUIPMENT**

Any existing equipment of Customer relevant to the work to be performed under the Agreement is presumed to be in good and working order. To the extent that the existing equipment is not in good and working order, Company shall so advise Customer, and Customer shall enter into a change order with Company for the costs of repair or replacement of such existing equipment.

### **3. INCLUSIONS AND EXCLUSIONS**

**General:** *Unless otherwise noted, the following inclusions and exclusions apply to the Agreement:*

- Items of work not included in the Agreement are not part of Company's scope of work.
- The Quotation does not include the payment of Davis Bacon wages. If Davis Bacon wages are required to be paid for the project, Customer must notify Company of the requirements, and Customer agrees to execute a change order with Company for any additional costs.
- Permits, submittals, and drawings for permits are not included in the Quotation. If required, Customer agrees to execute a change order with Company before the work begins.
- No drawings or specifications were provided to Company at the time Company provided the Quotation. To the extent that drawings or specifications are later provided by Customer, Company shall re-quote the project, and Customer agrees to execute a change order with Company for any additional costs.
- A site representative for Customer shall be available while Company representatives are onsite. If a site representative is not available, Customer may be responsible for the cost of any return trips required by Company.
- Any work restrictions or requirements not disclosed in writing by Customer to Company prior to the Effective Date may result in a change order.
- Any access requirements for the project (e.g., security clearances) not disclosed in writing by Customer to Company prior to the Effective Date may result in a change order.
- Proposed work may result in road closures or traffic interruptions. The Quotation does not include flagmen or other traffic management.
- For safety reasons, Company reserves the right to shut down any gate or area in which Company is working until its work is completed, and the area is safe for Company's workers and traffic to co-exist.
- Temporary or permanent fencing, if required, is excluded from the Quotation and not provided by Company.
- Video productions of training is not included in the Quotation.
- Lifts, if required, are excluded from the Quotation and not provided by Company.
- Company reserves the right to charge a restocking fee on all orders which are cancelled or changed by Customer. If products are special order, Customer shall be responsible for payment in full of the custom ordered material(s).

#### Site and Civil Work

*Unless otherwise noted, the following inclusions and exclusions apply to the Agreement:*

- Site surveying is excluded from the Quotation and not performed by Company. Site layout and stake out pertaining to Company's scope of work must be completed by others prior to Company's start of work. Company shall provide layout drawings for the work after Customer signs or otherwise approves the Quotation.
- Customer shall contact Miss Utility at least 72 hours prior to the start of excavation work.
- Customer is responsible for marking private underground systems and utilities. Company is not responsible for unmarked private and/or public utilities. Customer is responsible for having all utilities marked prior to the start of excavation.
- Rock excavation or underground obstructions, if discovered, are excluded from the Quotation and not performed by Company. If such obstructions are discovered, Company shall cease work until a decision has been made for resolution of the issue. To the extent that additional work is required by Company, Customer agrees to execute a change order with Company before the work begins.
- Road surfaces will be saw cut and sealed with commercially available Bondo or sealant. Company is not responsible for future damage to the area due to cracking.
- Ground penetrating radar, concrete pads for equipment, third party testing, and site de-watering and soils disposal are not included in the Quotation and not performed by Company.
- Irrigation and/or landscaping repairs are the responsibility of others. Trenching will be mounded and backfilled only by Company. Company's work shall not include grading, soil settling, seeding, or straw.
- Company is not responsible for delays in execution of work or damage to the site due to acts of God, environmental factors beyond its control, weather, archeological discoveries, or other unforeseen circumstances which prevent access to the site.

#### Electrical Work

*Unless otherwise noted, the following inclusions and exclusions apply to the Agreement:*

- Demolition or movement of utilities in order to facilitate Company's scope of work is excluded from the Quotation, not performed by Company, and must be completed prior to Company's start of work. Conduits (with pull strings), power and control wires are the responsibility of others.
- Power (in excess of 50 volts) is not provided by Company, unless otherwise noted on the Quotation.
- All underground cable, including within conduit, when provided by a third party, must be cable rated for water exposure.

- All voltage cabling must be at least eighteen (18) inches away from high voltage runs. Low voltage cabling run within EMT or Rigid conduit must be at least six (6) inches away from high voltage.
- A connection point shall be made available by others within five (5) feet of the lock power supply(s).
- Network drops, if provided by a third party, must be within five (5) feet of the designated connection points. Five (5) feet of looped cable will be left at all panel locations unless termination is made by others. Twenty (20) feet of looped cable will be left at all in field device locations, such as cameras and door controller locations, unless termination is made by others.
- Internet connectivity, computer infrastructure, and telephone service are not the responsibility of
- Fire alarm disconnect, if required, is not performed by Company. Any necessary fire alarm disconnect is the responsibility of Customer.
- Surge protection of equipment installed is not included in the Quotation.
- Asbestos removal/abatement, carpentry, caulking, fire caulking, patching, and painting are excluded from the Quotation, not performed by Company.

#### 4. CHANGES IN THE SCOPE OF WORK

If a change is made to the scope of work, customer agrees to execute a change order with Company before the work proceeds. The change order will include any cost additions or deletions as a result of the change in the scope of work. To the extent orally authorized by Customer, Company shall be permitted to begin change order work prior to execution of the change order.

#### 5. ADDITIONAL CONDITIONS

- Motorized gates are for vehicle traffic only. Pedestrians must use separate entrance/exit purposed for pedestrian use.
- (WARNING) UL 325 or ASTM F2200 Vehicular Motorized Gate Safety Requirement standards must be met prior to placing motorized gates in service.
- Reference to ATSM & UL standards is not meant to infer or imply that the equipment and labor in this quote will provide a fully compliant system. Compliant design components not specifically outlined in this quote are considered the responsibility of the dealer, other vendors who have a work scope that applies to the motorized gate, or the owner. For more detailed information please contact the Company.

**6. WARRANTY**

Company provides a one (1) year installation warranty to Customer for new installations of entry devices/systems installed by Company. This warranty covers only defects in workmanship for all labor furnished by Company as part of installation of a device or system. Company provides a one (1) year parts warranty. If a part is covered by the manufacturer's warranty, will repair or replace that defective part at no charge for parts or labor during Company's warranty period. After Company's installation warranty has expired, Company shall process advanced warranty part replacement claims for parts covered under a manufacturer's warranty, provided those warranties have been properly registered with the manufacturer by Customer. Warranty part replacement approval is determined solely by the equipment manufacturer. Customer must comply with all manufacturer warranty procedures and policies for Company's warranty part claim processing.

The one (1) year installation warranty which remains valid for Customer subject to Customer owning the installed device/system for the full year after installation. This installation warranty cannot be transferred, and such warranty terminates if Customer sells, transfers or otherwise no longer owns the installed system.

The installation warranty does not cover any materials or workmanship provided by anyone other than Company's employees or subcontractors. If anyone other than Company works on any warranted device/system, then that device/system is no longer covered by Company's installation warranty.

The installation warranty does not cover (a) consequential or incidental damages due to the system under warranty being out of service until repairs can be completed; (b) the gate or its parts; (c) gate operator adjustments or repairs completed as a result of gate failure or repair; (d) adjustments due to changes in environmental conditions, site changes or gate adjustment/repairs; (e) repairs or replacement resulting from the actions or inactions of Customer, including, but not limited to, Customer's failure to properly maintain any parts or equipment; and (f) routine maintenance or problems caused by user error, gate failure, abuse, misuse or acts of God. Company's sole obligation under the warranty shall be to repair or replace the defective equipment or workmanship as necessary to return the item to normal operating order.

Notwithstanding anything to the contrary, any specific warranty provisions provided set forth in the Quotation will supersede those set forth in the preceding paragraphs of this Section 6.

Warranty work is completed 8:30AM – 5:00PM, Monday through Friday, excluding holidays. ANY service work completed 5:00PM to 8:30AM, weekends and holidays shall be charged at the prevailing rate for work completed outside of normal warranty work hours.

For installation warranty issues, Customer should call the Company. If Customer requests a service call for repair, preventive maintenance or warranty, Customer must have an account with Company prior to dispatch of a service technician.

Customer agrees that Company is not responsible for any damages resulting from any third-party breaching or accessing any credit card, debit card or other financial account information of Customer, its agents, or its invitees. Customer understands that the operability of certain installed equipment depends on functioning internet and power supply, and that Company is not responsible for inoperability of installed equipment during periods of internet or power outage not caused by Company.

COMPANY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. THE PARTIES UNDERSTAND AND AGREE THAT COMPANY MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSED IN WRITING IN THIS AGREEMENT AND THAT NO REPRESENTATIVE OF COMPANY HAS ANY AUTHORITY TO MAKE ANY ADDITIONAL EXPRESS WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

**7. INDEMNIFICATION**

Customer shall indemnify, defend and hold Company, including any associated or affiliated entity and any employee, director, trustee, member, manager, officer, representative or agent of the same, harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from Customer's breach of the Agreement or Customer's negligence or intentional misconduct.

**8. TERMINATION**

Company may terminate the Agreement for cause if Customer (a) fails to make payment to Company consistent with the Agreement; (b) becomes insolvent, makes an assignment for the benefit of creditors, or ceases to do business; or (c) otherwise materially breaches a term of the Agreement. Upon termination by Company, Customer shall immediately pay Company any and all outstanding payments due to Company under the Agreement.

**9. CUSTOMER'S INSURANCE**

Customer shall maintain adequate insurance which provides coverage for claims for damages because of bodily injury and death, property damage, burglary and theft, and fire. Company shall not be responsible for any portion of any loss or damage to Customer which is insured under insurance maintained by Customer.

**10. LIMITATION OF LIABILITY**



10610 TRADE ROAD - RICHMOND, VA 23236 - (804) 423-6523 - [www.entryguardsystems.com](http://www.entryguardsystems.com)

DCJS #11-3843

In the event that a Customer suffers damage as a result of Company's breach of contract or negligence, Company's liability to Customer shall not exceed the lesser of (i) actual damages sustained by Customer; or (ii) an amount equal to the total amount paid to Company by Customer under this Agreement.

In no event shall Company or any of its respective directors, officers, employees, agents or subcontractors be liable to Customer under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or entity has been advised of the possibility of such damages.

#### **11. CHOICE OF LAW / VENUE**

The exclusive venue for any litigation between Company and Customer is the Circuit Court for the County of Chesterfield, Virginia or the United States District Court for the Eastern District of Virginia, Richmond division, and Company and Customer consent to the jurisdiction and venue of such courts and waive all objections to jurisdiction or venue for litigation brought in either of those courts. The Agreement shall be governed by the law of the Commonwealth of Virginia.

#### **12. ASSIGNABILITY**

Customer shall not assign the Agreement without written consent of Company. Company shall be permitted to assign this Agreement to another company which performs similar services, and upon such assignment, Company shall be relieved of further obligations to Customer under the Agreement.

#### **13. FORCE MAJUERE**

In the event that Company's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes, disease, power or internet failure, or other acts of any cause that is not that Company's fault or is beyond that Company's reasonable control, then Company shall be relieved of its obligations as to those affected operations and as to those affected portions of this Agreement for the duration of such interruption.

The Agreement contains the full understanding of the parties and may not be amended, modified or cancelled except in writing signed by the parties. If any provision of this Agreement or the application thereof is held invalid or unenforceable, that invalidity shall not affect other provisions of this Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

By signing below, you acknowledge and agree that, prior to signing, you read the entire Agreement, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.

#### **Customer**

Tidewater, Inc.  
Mary Lowery  
6625 Selnick Drive  
Suite A  
Elkridge, MD 21075

Signature

Printed Name/Title

Date

#### **Entry Guard Systems**

Signature

Printed Name/Title

Date

#### **14. MISCELLANEOUS**







