Quote

Shipping Address
Lincolnwood School District #74
6950 N East Prairie Rd
Lincolnwood, IL 60712

Quote number: Q-1039254-4
Date: 7/8/2026
Quote expires on: 8/7/2026
Shipping Method: FOB
Payment Terms: NET 30 DAYS FROM INVOICE DATE

Billing Address
Lincolnwood School District #74
6950 N East Prairie Rd
Lincolnwood, IL 60712

e3 Diagnostics Contact:
Megan Greenya
+1 2244976829
mgyn@e3diagnostics.com

Account Number: LIN074
Contact: Valerie Evaschuk

Product Number	Product	Quantity	Price per unit	Discount	Total
8530347 *MAI-8530347*	Maico MA 27e Portable Pure Tone Audiometer (DD65 v2) with software - HW: Audiometer; DD65v2 headphones; Patient response switch. Tests: Pure Tone audiometry 125-8000 Hz. Transducers: DD65v2 headphones. Features: continuous, pulsed, warble tones; AC power; -10-100 dB HL; built in handle; automated Hughson-Westlake. Accessories: patient response switch; audiogram pad; Maico Sessions software (SNAP, Otoaccess, Noah compatible). Maico Trade-In Discount applied $300 for QTY 3 MA 39 serial numbers 95778, 95536 & 93875	3.00	1,893.00	300.00	4,779.00
8122326 *SERVICE*	Shipping	3.00	40.00		120.00

Total: USD 4,899.00

Tax not included

US TARIFFS ARE NOT INCLUDED AND, IF APPLICABLE, WILL BE ADDED TO THE FINAL INVOICE

Comments:
Maico Trade-In Discount Applied; EXP 9/30/2026

PURCHASE AGREEMENT

The Customer (identified in the Billing Address above) (“Customer”) agrees to buy and e3 Diagnostics, Inc. (e3 Diagnostics, Inc., Fein no. 36-2852863 ("Vendor")) agrees to sell the equipment and supplies (collectively, “Equipment”), and provide the services ("Services") listed in the quote above. The purchase of the Equipment and Services is subject to the “General Terms and Conditions” described herein (collectively with the applicable quote, the "Agreement"). The following General Terms and Conditions page(s) are an integral part of this Agreement, and the sale of all Equipment and Services, whether sold or provided by Vendor as a distributor or as a manufacturer representative. Acceptance of this Agreement may preclude, at the option of the invoicing party, use of a credit card as a form of payment.

Quote #: Q-1039254-4

Accepted by: **e3 Diagnostics, Inc.**

Signature: Megan Greenya
Name: Megan Greenya, AuD
Title: Sales Representative/Audiologist
Date: 7/22/2026

Accepted by: **Customer**

Signature:________________
Name:________________
Title:________________
Date:________________

GENERAL TERMS & CONDITIONS

This Agreement dated as of the date of the last signature above (the "Effective Date") is entered into by and between Vendor and Customer. Vendor and Customer may each be referred to as a "Party" and collectively, the "Parties.

1. **FEES:** For the Equipment and Services provided under this Agreement, Customer will pay to Vendor the fees set forth in the quote above (the "Fee" or "Fees"). Customer will pay said Fees within 30 days of receipt of invoice. Any such invoice(s) will be submitted to an email address identified by Customer and provided to Vendor. Customer will be solely responsible for any taxes determined to be due and owed to any federal, state, local, or regional taxing authority arising from the sale of any Equipment under this Agreement. Vendor may apply a surcharge of 3.3% to the final invoice at the time of payment if payment is made via credit card, to offset processing fees. Vendor reserves the right to charge interest in the amount of 1.5% per month, or if lower, the highest rate permitted by law, on any undisputed Fees that are not timely paid. Customer will reimburse Vendor for reasonable expenses within 30 days of invoice with acceptable documentation.

2. **EQUIPMENT:** Customer acknowledges that all Equipment sold under this Agreement is manufactured by third parties and is sold by Vendor acting as a distributor or a manufacturer representative. Customer agrees that this Agreement is not binding upon Vendor until approved by the Manager of Vendor's Central Office or an authorized officer of Vendor, or, with respect to Equipment for which Vendor is a manufacturer representative, an authorized officer of the manufacturer.

3. **RETURNS AND NONCONFORMING EQUIPMENT.** If Customer cancels or refuses any order of Equipment, or desires to return unused, unopened Equipment ("Return Eligible Equipment"), Customer will pay a service charge equal to twenty percent (20%) of the total Fee for the Return Eligible Equipment. Customer will be responsible for all charges associated with the cancellation, refusal or return including, but not limited to, removal, insurance, and shipping. However, Customer may not cancel, refuse or return any custom-made or special-order Equipment. Customer shall inspect the Equipment upon receipt (the "Inspection") and accept or, if such Equipment is Nonconforming, reject such Equipment. "Nonconforming" means any Equipment that: (i) does not substantially conform to the Equipment listed in the quote; (ii) is inoperable, or (iii) materially exceeds the quantity of Equipment listed in the quote. Customer will be deemed to have accepted the Equipment unless it notifies Vendor in writing of any Nonconforming Equipment promptly after the Inspection and furnishes written evidence or other documentation required by Vendor. If Vendor determines that the Equipment is Nonconforming, Vendor shall either (A) replace such Nonconforming Equipment with conforming Equipment, or (B) refund the Fees for such Nonconforming Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING EQUIPMENT.

4. **TRADE-INS**. "Trade-In" refers to the process by which Customer exchanges their old equipment for new Equipment. This process involves evaluating the condition of the old Equipment, determining its Trade-In value, and applying that value towards the purchase of new Equipment. The Company reserves the right to assess the condition of the Trade-In Equipment and determine its eligibility and Trade-In value. If applicable, any Equipment Trade-Ins require the return of the original Equipment prior to receiving Trade-In discount pricing.

5. **DELIVERY.** Customer will pay all shipping charges (FCA (Incoterms® 2020), place of manufacture), and such charges are not included in the purchase price of the Equipment unless specifically stated. Delivery dates are approximate, and any delivery schedule is estimated only and presented in good faith by Vendor. Vendor will not assume any liability, consequential or otherwise, for any delay or failure to deliver all or any part of the Equipment.

6. **SECURITY INTEREST.** As collateral security for the payment of the Fee for the Equipment purchased under this Agreement, the Customer grants to the Vendor, a lien on and purchase-money security interest in and to all the right, title, and interest of the Customer in, to, and under the Equipment. A copy of this Agreement may be filed on behalf of Vendor with appropriate state authorities at any time after signature by Customer as a financing statement to protect Vendor's security interest in the Equipment. Until such time as the Fees are paid in full, Customer shall: (a) maintain the Equipment in good operating condition; (b) keep the Equipment free from liens and encumbrances; and (c) not permit use of the Equipment in any manner likely to be injurious to the Equipment.

7. **WARRANTIES.** Vendor makes no representations or warranties, express or implied, concerning the Equipment. Vendor shall provide for Customer to receive all manufacturer's warranties in connection with the Equipment and all rights to make claim for breach of warranty that are or may be available with respect to the Equipment, to the extent allowed by the manufacturer. Within ninety (90) days of Service(s) performed by Vendor, Vendor will provide free warranty Services on-site without additional charge to Customer to resolve any material issues arising from the Service(s) rendered by Vendor. After such ninety (90) day period, Customer must pay Vendor's standard Services fees and travel rates for such on-site Services. NO OTHER WARRANTIES. NO REPRESENTATION OR

OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF ANY EQUIPMENT, SHALL BE OR BE DEEMED TO BE A WARRANTY OR REPRESENTATION BY VENDOR FOR ANY PURPOSE, NOR GIVE RISE TO ANY LIABILITY OR OBLIGATION OF VENDOR WHATSOEVER WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FOR AVOIDENCE OF DOUBT, VENDOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS THE SAME.

8. **TERM AND TERMINATION.** This Agreement shall commence as of the Effective Date and shall continue until both (1) the Equipment and Services set forth in the quote are provided in full to Customer and (2) all Fees due under the quote are paid in full by Customer to Vendor (the “Term”). This Agreement may be terminated by either Party if the other Party materially breaches any provision of this Agreement and the breach is not cured within thirty (30) days after written notice of such breach; or by either Party, if the other Party (A) becomes insolvent, (B) files, or has filed against it, a petition for voluntary bankruptcy or pursuant to any other insolvency law, (C) makes or seeks to make a general assignment for the benefit of its creditors, (D) applies for or consents to the appointment of a trustee, receiver, or custodian for a substantial part of its property or business; or (E) appears on the Office of Inspector General exclusion list. Following the termination of this Agreement, Vendor shall invoice Customer for all outstanding Fees and expenses due and owing under this Agreement, and Customer shall pay all such amounts to Vendor per the payment terms set forth above.

9. **INTELLECTUAL PROPERTY.** “Intellectual Property Rights” means all intellectual property rights comprising or relating to (i) patents; (ii) trademarks; (iii) copyrights; (iv) works of authorship, expressions, designs, design registrations, internet domain names, software, firmware, application programming interfaces, schematics, data, data files, databases, and other documentation, whether or not copyrightable or otherwise registrable, and whether or not registered; (v) trade secrets; and (vi) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated therewith. Customer acknowledges and agrees that: (a) any and all Vendor’s Intellectual Property Rights are the exclusive property of Vendor or its licensors (“Vendor’s IP”); (b) Customer shall not acquire any ownership interest in any of Vendor’s IP under this Agreement; (c) any goodwill derived from Customer’s use of Vendor’s IP Rights inures to the benefit of Vendor or its licensors, as the case may be; (d) if Customer acquires any Intellectual Property Rights in or relating to any Equipment by operation of law, such rights are irrevocably assigned to Vendor or its licensors without further action by the Parties; and (e) Customer shall use Vendor’s IP only in accordance with this Agreement and the instructions of Vendor. Customer shall not: (w) challenge or take any action that interferes or infringes in with any of Vendor’s rights in or to Vendor’s IP; (x) make any claim or take any action adverse to Vendor’s ownership of Vendor’s IP; (y) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Equipment, Services, or any of Vendor’s IP; or (z) alter, obscure, or remove any of Vendor’s trademarks, copyright notices, or any other proprietary rights notices placed on the Equipment or other materials supplied by Vendor.

10. **CONFIDENTIALITY.** “Confidential Information” means all non-public, confidential, or proprietary information disclosed by either Party, which is related, directly or indirectly, to this Agreement and the Equipment or Services provided hereunder, that is either (i) marked or identified as confidential or, if given orally, is confirmed in writing as being Confidential Information within thirty (30) days; or (ii) that a reasonable person would understand to be confidential due to the context and nature of its disclosure. Neither Party shall have any obligation with respect to Confidential Information, which: (i) was already in the receiving party’s possession prior to receipt from the disclosing party, as evidenced by written records, without any obligation to keep it confidential; (ii) is disclosed to the receiving party by a third party having a legal right to make such disclosure; (iii) is or becomes part of the public domain other than through breach of this Agreement; (iv) is developed independently of Confidential Information received from disclosing party; or (v) is disclosed pursuant to a subpoena, order, government request, law, regulation, or other legal proceeding, provided, however, that prior to disclosure, receiving party shall provide the disclosing party with (a) prompt written notice of such requirement; and (b) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure, at the disclosing party’s expense. The Parties each agree: (x) to protect the Confidential Information disclosed by the other Party with the same care used to protect its own Confidential Information from disclosure, but in no event less than commercially reasonable care, and (y) to notify the disclosing party, in writing, immediately upon the occurrence of any unauthorized disclosure of Confidential Information of which it is aware. Neither Party shall input any Confidential Information into any third party or open-source artificial intelligence technology platform unless the operator of such platform is bound to protect such Confidential Information by equal or greater confidentiality obligations as are contained in this Agreement.

11. **INDEMNFICIATION.** Each Party (in such capacity, the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (each, an “Indemnified Party”) against any and all losses, damages, liabilities, claims, judgments, or settlements, including reasonable attorney’s fees and the costs of enforcing any right to indemnification under this Agreement, incurred by Indemnified Party (collectively, “Losses”), arising out of any claim of a third party arising out of or occurring in connection with the Indemnifying Party’s gross negligence, fraud, willful misconduct, or material breach of this Agreement. Customer shall indemnify, defend, and hold harmless Vendor and its officers,

directors, employees, agents, affiliates, successors, and permitted assigns against all Losses arising out of or occurring in connection with Customer's misuse, modification, tampering, off-label use, or alteration of the Equipment. The above indemnification obligations are conditioned on the Indemnified Party (i) promptly notifying the Indemnifying Party in writing of such action or claim, (ii) giving the Indemnifying Party sole control of the defense thereof and any related settlement negotiations, and (iii) cooperating and, at the Indemnifying Party's request and expense, assisting in such defense or settlement, provided that the Indemnifying Party shall not enter into any settlement which adversely affects any rights or interest of the Indemnified Party without the Indemnified Party's prior written consent.

12. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL VENDOR OR ITS REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE TO CUSTOMER FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, ENHANCED, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS OR DIMINUTION IN VALUE, REGARDLESS OF (I) THE FORESEEABILITY OF SUCH DAMAGES, (II) WHETHER VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; (B) ANY DAMAGES CAUSED BY DELAY IN SHIPMENT, INSTALLATION, OR FURNISHING OF GOODS OR SERVICES UNDER THIS AGREEMENT; (C) ANY ACTS OR OMISSIONS OF ANY MANUFACTURER; OR (D) ANY CAUSE OF ACTION BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ACCRUED. THE MAXIMUM CUMULATIVE LIABILITY, IF ANY, OF VENDOR FOR ALL DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM VENDOR'S BREACH OF THIS AGREEMENT, INDEMNITY OBLIGATIONS, NEGLIGENCE, STRICT LIABILITY, TORT, DEFICIENCY OR DEFECT OF ANY GOOD, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT ACTUALLY RECEIVED BY VENDOR UNDER THE APPLICABLE QUOTE GIVING RISE TO THE CLAIM.

13. **INSURANCE**. During the Term and for two years after the termination or expiration, Customer shall, at its own expense, maintain insurance in full force and effect with reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Upon Vendor's request, Customer shall provide Vendor with a certificate of insurance from Customer's insurer(s) evidencing the insurance coverage. Customer shall provide Vendor with at least 30 days' advance written notice in the event of a material change in Customer's insurance policies. Except where prohibited by law, Customer shall require its insurer(s) to waive all rights of subrogation against Vendor and Vendor's insurers.

14. **RELATIONSHIP OF THE PARTIES.** It is understood that the Equipment and Services which Vendor will provide to Customer under this Agreement shall be in the capacity of an independent contractor and not as an employee or agent of the Customer. Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employer/employee or agency relationship.

15. **ENTIRE AGREEMENT.** This Agreement, including any related exhibits or other documents incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes all other understandings, agreements, representations, and warranties. In the event of any inconsistency between this Agreement and any other document, this Agreement shall control. Customer may submit a Purchase Order to Vendor, but Customer acknowledges that any Purchase Order is for administrative convenience only. VENDOR HEREBY OBJECTS TO AND REJECTS ANY AND ALL DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER SUBMITTED TO VENDOR BY OR ON BEHALF OF CUSTOMER.

16. **NOTICES.** All notices under this Agreement ("Notice") must be in writing and addressed to the other Party at its address set forth herein or as otherwise provided to the other Party in writing. All Notices must be delivered by personal delivery or nationally recognized overnight courier (with all fees pre-paid), with a duplicate copy sent by email. Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section. Routine communications, including but not limited to, scheduling of appointments may be communicated via electronic mail or other electronic means, provided that such communications shall not constitute Notice under this Agreement. Notice will be required for significant contractual events, including but not limited to termination, amendment, or dispute resolution. The Parties acknowledge and agree that routine communications sent through informal means are intended for informational purposes only and do not carry the same legal significance as Notices required under this Agreement.

17. **WAIVER AND LEGAL FEES.** No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise or delay in exercising any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor preclude any other exercise thereof or the exercise of any other right, remedy, power, or privilege. In the event of any legal action brought by Vendor for breach of this Agreement, Vendor will be entitled to reimbursement by Customer of all costs, expenses and legal fees incurred in obtaining a remedy to the Customer's breach, including any appeal.

18. **CHOICE OF LAW AND VENUE.** This Agreement and all matters relating to this Agreement will be governed by the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding relating to this Agreement shall be instituted exclusively in a United States District Court in Illinois or, if such court does not have subject-matter jurisdiction, the courts of the State of Illinois and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding. The Parties irrevocably and unconditionally waive any objection or claim based on the venue or inconvenient forum of any suit, action, or proceeding in such courts.

19. **GENERAL.** Both Parties are in compliance with and shall comply with all applicable laws and regulations. Each Party represents that it has and shall maintain all the licenses necessary to carry out its obligations under this Agreement, if any. Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration. If any term or provision of this Agreement is found by a court to be invalid, illegal, or unenforceable, such a determination shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon determination that a provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement to effect the original intent of the Parties in a mutually acceptable manner. This Agreement may only be amended or supplemented by an agreement in writing signed by each of the Parties. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party, consent shall be unreasonably withheld, conditioned, or delayed; provided, however, that Vendor may assign this Agreement, without prior consent, to any affiliated entity or in connection with an organizational restructuring. Any assignment in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning party of any of its obligations. This Agreement shall be binding on and inures to the benefit of the Parties to this Agreement and their respective successors and permitted assigns. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

20. **EXPORT CONTROL AND SANCTIONS COMPLIANCE.** Customer shall not sell, export, or re-export any Equipment supplied to it by Vendor, directly or indirectly, (i) to the Russian Federation, (ii) for end-use in the Russian Federation, or (iii) to a third party in violation of sanctions laws, rules, or regulation enacted or issued by the United Nations, the European Union, or the United States. Customer shall ensure that the purpose of this clause 20 is not frustrated by any third parties further down the commercial chain. Any violation of this clause 20 shall be considered a material breach of the Agreement between Customer and Vendor, and Vendor shall be entitled to terminate the Agreement as well as any other agreements between or among Customer and Vendor (or their respective affiliates) with immediate effect without any right for compensation for Customer (or its affiliates).

21. **FORCE MAJEURE.** Neither Party shall be responsible for delays or non-performance (except for obligations to make payments to the other Party hereunder) caused by activities or factors beyond its reasonable control, including without limitation, war; fires; acts of God; natural disasters; terrorism; riots; pandemics or public health emergencies (whether or not declared by a governmental entity or health authority); epidemics; any governmental laws, orders, regulations, actions, embargoes, or blockade; national or regional emergency; labor stoppages or slowdowns; industrial disturbances; shortage of adequate transportation; or any other activities or factors beyond its control, whether similar or dissimilar to any of the foregoing. Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other Party, which notice shall include a detailed description of the event of the force majeure along with the affected party's estimate of time such event will delay or prevent performance. Additionally, the affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance. If any event of force majeure continues for at least thirty (30) consecutive days, the non-affected party will have the right to immediately terminate this Agreement.

22. **COUNTERPARTS.** This Agreement may be executed in counterparts (including electronically), each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ADDITIONAL TERMS & CONDITIONS FOR SERVICES

These additional terms and conditions outline the details and arrangements for installation, training, calibration, maintenance, and repair services provided by Vendor to Customer under the Agreement and to set forth the obligations of each Party to ensure compliance and completion of any Services. In addition to the General Terms and Conditions outlined above, Customer accepts the following terms and conditions related to the Services provided by Vendor:

1. **Vendor's Obligations.** Vendor will perform the applicable Services: (a) in accordance with the terms and conditions set forth in this Agreement and the applicable quote; (b) using personnel of required skill, experience, and qualifications, which may include authorized subcontractors; (c) in a timely, workmanlike, and professional manner; and (d) in accordance with reasonable industry standards in Vendor's field. Additionally, Vendor will: (i) present all applicable documentation to Customer, (ii) leave the Equipment and surrounding environment at Customer's premises in the same or similar condition as it was upon arrival, and (iii) coordinate scheduling of Services with Customer as set forth below.

2. **Customer's Obligations**. Customer shall ensure all necessary Site Preparations are in accordance with Vendor instructions for the Services. Such site preparations may include, but are not limited to, provision of electric power, HVAC requirements, accessibility to site, and the provision of sufficient flooring for all Equipment ("Site Preparations"). Customer will bear any costs incurred by Vendor as a result of Customer's failure to provide adequate facilities and Site Preparations for the provision of the Services. Additionally, Customer will: (i) provide access to any IT systems necessary for the Services, (ii) provide an authorized Customer representative to remain on-site and be available to answer questions and, if applicable, to sign-off that the Services were performed, (iii) ensure a quiet environment for Vendor to complete the Services, (iv) for training services, ensure all necessary staff members are available on the scheduled day of training and are properly prepared for training, and (v) coordinate scheduling of Services with Vendor as set forth below.

3. **Scheduling**. Customer will contact Vendor to schedule applicable Services, unless otherwise agreed upon in writing by Vendor. Customer and Vendor shall use reasonable means of communication to schedule Services and scheduling must be agreed upon by both Parties, confirmed in writing (electronic communications permissible). Customer must provide Vendor with written notice if there is a need for a schedule change and Vendor may bill Customer a rescheduling fee for such change. Should Customer be unavailable on the day of scheduled Services, a same-day cancellation fee will be charged to Customer in addition to a rescheduling fee.

4. **Services Fees.** The Fees for Services shall be set forth in the quote above, or, for future Services, provided in a separate quote at Vendor's then-current market rate for such Services at the time of quotation.

ADDITIONAL TERMS & CONDITIONS FOR SOUND ROOM PURCHASES

In addition to the General Terms and Conditions outlined above, Customer accepts the following terms and conditions governing any purchase and installation of Sound Rooms:

DELIVERY: A tentative install date will be set at the time the order is placed with the manufacturer. Every effort will be made to meet the agreed upon delivery date. However, actual delivery date and time will be dependent upon the common carrier trucking company selected by the factory. Customer shall notify the Vendor of any known delay at least four (4) weeks PRIOR to the scheduled installation date.

INSTALLATION: The installation must be completed during Vendor's normal business hours, Monday-Friday, unless otherwise agreed by the parties in writing. If Customer (a) delays and/or cancels the installation within fourteen (14) days prior to the installation, or (b) fails to have the site ready for the Sound Room installation on the installation date, Customer will be charged a fee of $3,000 as additional installation charges for expenses incurred by the Vendor in relation to travel and other associated costs to arrive at the installation site on-time, and for Vendor's installation team remaining idle due to the Customer's failure to prepare the site for installation. Customer agrees to pay these additional installation charges within thirty (30) days of receipt of the invoice.

STORAGE: If the site is not ready for the Sound Room installation on the agreed upon delivery date and the Sound Room is ready to be shipped or has been shipped, Customer will be responsible for any storage charges from the manufacturer or shipping and/or storage charges from the common carrier trucking company arising from the delay.

SITE PREPARATION: Vendor is not responsible for removal of the ceiling, ceiling panels, soffit, or trim above or around the Sound Room for installation or removal. Vendor must be notified before coming on-site if asbestos is present in any form. Customer is responsible to ensure the site has a minimum Sound Room clearance of four (4) inches on the sides and rear, one (1) inch beyond the ventilation panels, and the floor is able to support the published weight. Customer must make easily accessible an area outside of the building, as close as possible to the installation site or service elevator, for the delivery truck during the installation period. Prior placing the order with manufacturer, Vendor must be notified if a receiving dock is not available at the installation site. If a lift gate truck is needed, there may be an additional charge.

ELEVATOR: If the Sound Room is NOT going to be installed on the ground floor at the installation site, te Customer is responsible for ascertaining suitability of the elevator and supplying to Vendor the dimensions of the elevator to be used for transporting the Sound Room panels. Elevator dimensions and suitability for transporting panels is required before the order can be placed with the manufacturer. If the elevator is not adequate to accommodate standard Sound Room panels, the Customer is responsible for any charges for special transporting (i.e., hand carry upstairs, crane charges for window access, etc.) and/or manufacturing costs to modify the Sound Room panels to fit on the installation site's elevator. Customer will ensure that Vendor has priority access to the service elevator during the installation to prevent delays and additional charges.

RECESSED PIT: It is the sole responsibility of the Customer or their concrete contractor ("Contractor") to ensure the Sound Room pit size, pit depth, pit edge, and pit finish meets the manufacturer's "Pit Specifications." Delays in the installation of the Sound Room due to non-conforming Pit Specifications will be subject to additional charges.

ELECTRICAL, FIRE, AND SPRINKLER CONNECTIONS: Due to varying local standards, Vendor will not be responsible for meeting local building code (or UL) requirements or installing fire, electrical components, or sprinkler systems. The Customer is responsible for any hard wiring or plumbing required in the installation or removal of the Sound Room beyond plugging into a standard wall outlet. To meet local requirements, it is suggested that the Customer contact a local approved and licensed electrician or plumber prior to the installation date. For safety, a twenty (20) amp single-phase circuit with separate wire ground (Hospital Grade) is recommended.

HVAC CONNECTIONS: The typical Sound Room is not hooked up to the building HVAC system. Vendor is not responsible for hooking up or disconnecting HVAC connections to the building. If HVAC connections are utilized, the Customer is responsible for the purchase and professional installation of required special duct silencers and the flexible drop connection of the Sound Room.

PACKING AND CRATING MATERIALS: Vendor is not responsible for the removal of packaging/crating materials other than to a designated on-site location that must be provided by Customer.

SCRATCHES AND PAINTING: Every effort will be made to not incur paint scratches in the finish of the Sound Room. However, due to the nature of Sound Rooms, some scratches are inevitable. Vendor is not responsible for painting Sound Rooms or touch-up painting of scratches (due to color matching) that may occur during a normal installation. It is recommended the Customer consider professional electrostatically painting their rooms to match their office decor.

RELOCATING EXISTING SOUND ROOMS: In the disassembly of an existing Sound Room, damage or dents may normally occur to Sound Room panels and joiners while breaking the caulk sealing these parts together. New parts may unexpectedly be required and will be subject to additional charges to the Customer.

Customer is responsible for their architect, contractor or project manager contacting Vendor to discuss and coordinate the project.