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Account Name	City of Maricopa Police Department	Created Date	6/22/2020
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Notes: Taxes are the responsibility of the purchasing agency unless agency is tax exempt.

Product Code	Product	Product Description	Sales Price	Quantity	Discount	Total Price
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	\$0.00	1.00		\$0.00
VATU-ASU-VA	VirTra V-Author™ Standard	VirTra V-Author™ software and desktop computer. Create and edit custom scenario content using included or site specific panoramic photographs and included assets. Includes standard asset and background package. Two day on-site training and installation included (CONUS.) Additional hardware required. For use with V-180 and V-300 systems.	\$60,500.00	1.00	50.00%	\$30,250.00
V-180LE-1	VirTra 180 LE (w/ 1 year warranty)	VirTra Systems 180 LE-1 simulator system uses three interconnected screens to produce a more immersive training environment. Multi-directional training allows for scanning, situational awareness, acquiring and engaging moving targets and overcoming distractions. System includes LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.	\$78,871.10	1.00	10.00%	\$70,983.99
	Service Plan-	1 year annual service agreement to include telephone support, remote assistance, labor, parts, travel, software updates, and overnight shipping.				



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SP-V180-A	V180- Annual	This package also includes an annual service and maintenance visit from a VirTra technician. Includes all travel and expenses in CONUS.	\$16,331.59	1.00	100.00%	\$0.00
VHU-BS-180	Borderless Screens (V-180 Systems)	Eliminates the 5 inch black border between screens to increase immersion on VirTra 180 systems.	\$8,294.00	1.00	10.00%	\$7,464.60
VATU-TMAR	Trainee Monitor and Recording	Trainee monitor and recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	\$7,196.20	1.00	10.00%	\$6,476.58
VATU-LL-G2X	Low Light-Training-G2X	Hardware and software for low light training, includes 2 flashlights. For use with advanced handheld lights only (VATU-FLT-G2X).	\$4,404.40	1.00	10.00%	\$3,963.96
VTRK-G17-RK	VirTra Tetherless-Glock 17	Micro-switch activated tetherless handgun recoil kit for the Glock 17. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	\$4,570.50	2.00	10.00%	\$8,226.90
VTRK-G17-SM	VirTra Tetherless-Glock 17- Standard Magazine	Additional Standard magazine for use with the VTRK-G17 recoil kits.	\$606.10	2.00	10.00%	\$1,090.98
VWSA-VTRKG17-AP	VirTra Tetherless-Glock 17-Adapter Plate	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	\$480.70	1.00	10.00%	\$432.63
TRK-M16	Tetherless-M16 Rifle	Tetherless rifle recoil kit for AR15, M4 and M16 (does NOT count shots fired or jam). Includes one magazine (All recoil kits convert real firearms which must be supplied by the customer).	\$3,426.50	2.00	10.00%	\$6,167.70
TRK-M16-MAG	Tetherless-M16 Rifle-Magazine	Additional magazine for use with the TRK-M16 recoil kits (Also fits AR15 and M4).	\$1,131.90	2.00	10.00%	\$2,037.42
VWSA-M16-AP	Tetherless-M16 Rifle-Adapter Plate	Adapter plate for the TRK-M16-MAG (Requires VirTra refill station).	\$480.70	1.00	10.00%	\$432.63
VATU-FLT-TLR1	Weapon Mounted Flashlight-TLR1	Model TLR-1 laser-based weapon mounted flashlight. Not compatible with filter flashlight (Requires low light training).	\$1,248.50	2.00	10.00%	\$2,247.30
VWSA-RFS	Refill Station	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	\$4,404.40	1.00	10.00%	\$3,963.96
VNLW-OCC-MK3	OC Canister-MK3	Laser-based MK3 model OC training device.	\$2,145.00	2.00	10.00%	\$3,861.00
VNLW-TAS-X2	X2 TASER®	TASER® X2 cartridges package (left & right assembly)	\$3,243.90	2.00	10.00%	\$5,839.02
VATU-TFII	VirTra Threat-Fire™	VirTra Systems patented Threat-Fire™ return-fire-simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires wireless station).	\$3,374.80	1.00	10.00%	\$3,037.32
VWSA-WS	Wireless Station	Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator	\$1,658.80	1.00	10.00%	\$1,492.92



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		(Only one wireless station needed per system).				
V-180-INSTL	VirTra 180 Installation/Training	VirTra Installation and Training for one (1) V-180 System. Includes all travel and expenses in the CONUS.	\$5,940.00	1.00	10.00%	\$5,346.00

Total Price	\$163,314.91
S&H	\$150.00
Grand Total	\$163,464.91

VirTra, Inc.
Sales Terms and Conditions for Direct Sales to End Users/Buyer
Effective as of May 1, 2017 (supersedes all prior versions)

Definitions: The following capitalized words shall mean:

- “End Users/Buyer” means the organization or person who buys Seller’s Goods and Services.
- “Goods and Services” means the articles, products, accessories and services to be supplied to Buyer by Seller.
- “Technology and Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies.
- “Seller” means VirTra, Inc., located at 7970 S Kyrene Rd., Tempe, AZ 85284.

These Sales Terms and Conditions for Direct Sales to End Users/Buyers (“T&C”) apply to Buyer’s purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound to these T&C. Any different or additional terms set forth by, whether in Buyer’s purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller.

All Sales Final. All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller using their Return Merchandise Authorization (RMA) form.

Restocking Fees. In Seller’s sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of a Seller’s error, **Payment Terms.** Terms of payment are within Seller’s sole discretion and, unless otherwise agreed to by Seller in writing, payment in full must be received prior to Seller’s final acceptance of an order. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller’s Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer’s order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

Late Payments. Interest and late payment fees may be calculated from the day after the payment’s stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller’s quotes or Buyer’s Purchase Orders.

Tax Exemption. Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer’s responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

Shipping; Title; Risk of Loss. Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer’s signed quote or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations. Title and risk of loss passes from Seller to Buyer FOB Shipping Point upon Seller’s delivery to the common shipping carrier. Any loss or damage that occurs during shipment is Buyer’s responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

Not For Resale or Export. Buyer agrees and represents that they are buying for their sole use, and does not intend to resale or plan to export Seller’s products. Shipping of Seller’s products out of the United States (US) is restricted by US federal law and neither Seller’s products nor the technology can be exported out of the US without Seller’s prior written approval and a validated export/import license (DSP 5,61, or 73) submitted to Seller for processing and approval and issued by the US State Department.

Regulations and Restrictions. Buyer agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer’s acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller’s Goods and Services. Seller may suspend or cancel



Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Without limiting the foregoing, Buyer will not, without Seller's prior written consent, use any trademark or trade name of Seller in connection with any Goods and Services.

Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

Severable Provisions. If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

Limitation of Liability. Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price. Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller's gross negligence or that gross negligence of its employees or agents.

Relationship of Parties. Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C shall be deemed to construe either or the parties as the agent of the other.

Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller.

Entire Agreement. These T&C, along with the product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales T&C supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law; Jurisdiction and Venue. The laws of the State of Arizona, USA govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction.

Exclusions and Limitations; Release.

To the extent permitted by law, Seller's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

To accept this quote as a purchase order, please sign and return to VirTra rep

Signature: _____

Printed Name: _____

Date: _____

-SELECT PAYMENT METHOD-

- _____ Credit Card; include contact information only
- _____ Purchase Order
- _____ Check
- _____ Invoice
- _____ Other (please specify)