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148111

Quote Number 00001138 Created Date 8/26/2014
Quote Name Maintenance for (2) 3 camera system and BOSS Date Expires 12/24/2014

Prepared By Dean Wiesmann
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Bill To Name Madison County MS Sheriff's Department Ship To Name Madison County MS Sheriff's Department
Bill To 2941 Highway 51 South Ship To 2941 Highway 51 South
Canton, Mississippi 39046 Canton, Mississippi 39046
United States United States

Quantity	Product Code	Product	Product Description	Sales Price	Total Price	Shipping & Handling
1.00	75-0302-1942-4	Maint Pkg- BOSS Billing Only Annual	Annual Maintenance package for 3M BOSS Software	USD 300.00	USD 300.00	USD 0.00
2.00	75-0302-3683-2	Maint Pkg- Mob/Port 3Cam(per car)BO Annual	Annual maintenance package for a Mobile/Portable ALPR system with (3) cameras.	USD 1,400.00	USD 2,800.00	USD 0.00

Total Price USD 3,100.00
Shipping and Handling USD 0.00
Grand Total USD 3,100.00

Headquartered in St. Paul, MN with a customer contact center in Austin, Texas and a manufacturing facility in Knoxville, TN

Providing products and services designed specifically for Law Enforcement, Security, Access Control, Parking, Tolling, and Intelligent Transportation markets.

3M Public Safety designs, manufactures, installs and supports every aspect of our ALPR products including cameras, processors, software and OCR engines.

Payment term: Net 30 days and are subject to 3M Statement of Terms, Conditions, and Warranties of Sales

Restocking Fee: Returns not due to 3M error are assessed at 15% restocking and handling charge with a minimum charge of \$100.00 plus all transportation charges. (Line items including training, travel fees, installation, and maintenance are exempt from the restocking fee)



Statement of Terms, Conditions and Warranties of Sale

3M Company
Traffic Safety & Security Division, MVSS

In these Conditions of Sale, "3M" shall mean 3M Company; "the Customer" shall mean the purchaser of the Goods including all agents, employees, contractors, subcontractors, and other people acting on the customer's behalf under these conditions; the "Goods" shall mean the goods referred in the quotation supplied by 3M.

1. **Acceptance** – This is to acknowledge receipt of your order ("Purchase") for the 3M goods ("Goods") and/or licensed software and/or firmware, which are preloaded, or to be loaded into Goods ("Software") and/or performance of services ("Services"). Performance of any Services or sale of Goods or Software by 3M is expressly conditioned upon the terms and conditions herein. Acceptance of offers to purchase Goods, license Software or perform Services is expressly conditioned upon Customer's assent to the terms and conditions contained herein, which assent is acknowledged by Customer upon accepting shipment and shall prevail as the final expression for the parties in the event of conflict.

These terms and conditions take precedence over Customer's additional or different terms and conditions, to which notice of objection is hereby given. Neither commencement nor delivery by 3M shall be acceptance of Customer's additional or different terms and conditions. 3M expects, and Customer acknowledges, that if Customer disagrees with the terms contained herein, Customer will immediately (i.e. prior to use) return the Goods or Software to 3M or cancel performance of Services before 3M commences the performance of such Services.

2. **Validity** – 3M reserves the right to amend any errors and/or unintentional omissions on quotations at the time of acceptance of order. Quotations by 3M do not constitute an offer and 3M reserves the right to withdraw or amend the same at any time prior to the issue by 3M of any acceptance of order. No binding contract shall come into effect until the Customer's order has been accepted in writing, facsimile or e-mail by 3M. The Uniform Laws on International Sales are hereby excluded.
3. **Price** – 3M reserves the right to increase prices to allow for any increase in cost of appropriate federal, state and/or local taxes, surcharges, handling and/or shipping fees, labor and/or materials which may occur before delivery of the Goods. The prices do not include any export duties or tariffs payable in respect to the Goods nor any costs of insurance relating thereto. Prices for Goods, Software and Services remain in effect for one hundred twenty (120) days from quotation date. In all other respects, the quotation and solicitation for offers/orders for Goods, Software or Services may be withdrawn or modified at any time by 3M prior to acceptance by Customer.
4. **Taxes** – Prices do not include any sales, use, excise, value-added or similar taxes. Liability for all taxes, licenses, or other fees imposed by any governmental authority upon the production, sale, shipment, or use of Goods or Software or the performance of Services covered by this solicitation shall be assumed and paid for by the Customer, and Customer shall indemnify 3M against any such liability. Applicable sales or use taxes are billed by 3M unless suitable exemption certificates are furnished by Customer before acceptance by 3M.
5. **Insurance** – Where 3M insures the Goods at its discretion or at the Customer's request, charges for such insurance will be reflected on the invoice. 3M liability shall be limited to be amount received by 3M under such insurance or the value of the good whichever is less from which amount deduction may be made by 3M in respect to any expenses incurred by 3M. 3M shall be under no liability to affect any insurance in respect of the good for any period after the passing of the risk as stated in paragraph 21 below, notwithstanding that title remains with 3M.
6. **Shipment** – Shipping/freight is provided as a separate line item and quoted FOB 3M facility in Knoxville, TN. Shipping to the Customer's premises will, if required by the Customer, be arranged by 3M and charged as an extra. Any costs of insurance incurred by 3M in respect of such shipping shall also be charged as an extra and reflected on the invoice.
7. **Payment** – Unless otherwise specified in 3M's quotation and solicitation for offers, payment terms for Goods, Software and Services are net thirty (30) days from the date of 3M's invoice, payable in United States dollars. Customer shall be billed monthly for Services performed. Upon 3M's failure to receive payment within thirty (30) days, in addition to any other remedies which 3M may have, it shall have the right to (i) repossess Goods and Software as to which full payment has not been received (ii) suspend further performance under this and/or other agreements with Customer, and (iii) terminate this agreement and/or other agreements with Customer, which other agreements 3M and Customer hereby amend accordingly. Customer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. On all currency-based transactions, interest of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually or, if lower, the maximum rate permitted by law, from the date on which it is due until it is paid,

shall be added to past due accounts. Should Customer's financial responsibility become unsatisfactory to 3M, cash payments or security satisfactory to 3M may be required by 3M for future deliveries of Goods or Software or performance of Services. If such cash payment or security is not provided, in addition to 3M's other rights and remedies, 3M may discontinue deliveries of Goods or Software and/or suspend performance of Services without liability. Customer shall be responsible for payment upon receipt of an invoice, and 3M shall not be responsible for sending Customer more than one invoice.

8. **Destination** – 3M reserves the right to decline or cancel contracts received directly or indirectly where the ultimate destination of the Goods is a country with which it is not lawful for a United States company to trade or where the law of the destination country prohibits the importation of the Goods.
9. **Regulation** – The Customer, in placing the order with 3M, is deemed to warrant compliance with every applicable legal or regulatory requirement of any government or other relevant authority and those necessary licenses or permits required in connection with the contract have been lawfully obtained by the Customer prior to the shipment of the Goods.
10. **Consignment** – 3M may make any extra charge as required to ship Goods in consignments of smaller quantities than originally quoted.
11. **Illustrations and Brochures** – All descriptive literature and illustrations given are intended as a general guide of the Goods described and none of these shall form part of the contract nor shall any provision contained therein be deemed to be a representation, warranty, term or condition of or relating to the contract or constitute a collateral contract. All drawings prepared by 3M in connection with the Goods and the copyright of such drawings shall remain at all times the property of 3M.
12. **Specifications** – 3M follows a policy of continual product or component development, which may be implemented without notice and without affecting the validity of this contract, and, unless 3M agrees otherwise in writing, 3M shall not be responsible for providing Customer with any product improvements that occur after the date of sale. 3M shall not be liable for failure to attain performance figures stated in the contract unless these have been guaranteed within a specific margin of tolerance.
13. **Weights and Measurements** – 3M drawings, descriptive matter, weights, dimensions, and shipping specifications are approximate only, unless specifically guaranteed. Cable is provided within +10% of specified length.
14. **Cancellation** – Contracts may only be altered or cancelled by the Customer with the written consent of 3M who shall, upon giving such consent, be entitled to invoice the Customer for any and all costs and lost profits arising out of the cancellation.
15. **Limited Warranty** – Hardware Limited Warranty: Customer assumes the responsibility for the selection of a particular Good to achieve its intended results, and for the installation, use, and results obtained therefrom. Subject to the limitations of liability set forth in Section 16, 3M warrants the hardware it manufactures to be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of shipment ("Hardware Warranty Period"). 3M's obligation under this warranty shall be limited to the repair or exchange of any part or parts which may prove defective under normal use and service during the Hardware Warranty Period and which our examination shall disclose to our reasonable satisfaction to be defective. Any field engineering required to resolve a hardware warranty item will be billed in accordance with Paragraph 27.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON 3M'S PART, AND 3M NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE GOODS. BY USING THE GOODS, THE CUSTOMER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO HIM OR RELIED UPON BY HIM WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS HEREIN SOLD.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than 3M's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Customer or its agents has supplied specifications, information, representation of operating conditions or other data to 3M in the selection or design of the Goods and the preparation of 3M's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Customer's discovery of any warranty defects within the Hardware Warranty Period, Customer notifies 3M thereof in writing, 3M shall, at its option, repair, correct or replace F.O.B. point of manufacture, or

refund the purchase price for, that portion of the Goods found by 3M to be defective. Failure by Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer's claim for such defects. Goods repaired or replaced during the Hardware Warranty Period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

Customer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Software Limited Warranty: Subject to the limitations in Section 16, 3M warrants that any 3M proprietary software licensed by 3M to Customer under this Quotation ("3M Software") will perform materially in accordance with the written specifications and documentation provided by 3M for a period of twelve (12) months ("Software Warranty Period") from 3M's shipment date of the 3M Software ("3M Software Warranty"). 3M DOES NOT WARRANT THAT 3M SOFTWARE WILL RUN UNINTERRUPTED OR WITHOUT ERROR. If any 3M Software fails to materially conform to the 3M Software Warranty, Customer shall notify 3M in writing during the Warranty Period. Such notice shall include detailed information relating to any claimed software deficiencies or defects, including the circumstances in which such deficiencies and defects are observed. If 3M determines that the 3M Software does not materially conform to the Software Warranty, then, as Customer's exclusive remedy, 3M will, at its option and expense: (a) repair the identified deficiencies or defects; or (b) replace the 3M Software with functionally equivalent software delivered to Customer at 3M's expense; or (c) refund the applicable purchase price.

OTHER THAN AS EXPRESSLY STATED ABOVE, THE 3M SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Service Warranty: 3M warrants to Customer that Services provided will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. Any analysis of data, subsequent recommendations and other Services will be in accordance with established industry standards and practices, as applicable.

EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, 3M EXTENDS NO WARRANTIES OF ANY KIND TO SERVICES, EQUIPMENT OR MATERIALS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than 3M's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Customer or its agents has supplied specifications, information, representation of operating conditions or other data to 3M in the selection or design of the Services and the preparation of 3M's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Equipment Manufactured by Others: Computer equipment and peripherals sold by 3M, but manufactured by other companies, carry the manufacturer's original warranty. 3M does not warrant and shall not be liable for equipment or instruments supplied by 3M but manufactured by others.

16. **Limitation of Remedy and Liability** – THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION REPLACEMENT, PROPER PERFORMANCE, OR REFUND OF THE PURCHASE PRICE AS NOTED IN SECTION 15. BECAUSE OF THE NATURE OF THE GOODS, SOFTWARE AND/OR SERVICES AND THE CIRCUMSTANCES PECULIAR TO IT OR THEM, THE CUSTOMER ACKNOWLEDGES THAT THE EXCLUSION OF REMEDIES IS NEITHER UNREASONABLE NOR UNCONSCIONABLE.

3M SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL 3M's LIABILITY TO CUSTOMER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY CUSTOMER FOR THE SPECIFIC GOODS, SOFTWARE AND/OR SERVICES PROVIDED BY 3M GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. CUSTOMER AGREES THAT IN NO EVENT SHALL 3M's LIABILITY TO CUSTOMER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue cost of capital or loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by 3M with respect to the use of the Goods, Software or in connection with the Services is given without charge, and 3M assumes no obligation or liability for the advice given,

or results obtained, all such advice being given and accepted at Customer's risk.

17. **Inspection** – There shall be no special tests of the Goods except as provided for either in 3M quotation or in the Customer's order and, if the Customer fails, after fourteen (14) business days notice, to attend or to be represented at any such tests, they may be conducted by 3M in the Customer's absence. Results of such tests will be binding upon the Customer. Further, if the Goods fail to meet such tests, the Customer may reject the Goods within ten (10) business days of the date of delivery to the Customer. After this time, if not rejected, the Goods shall be deemed accepted. During the ten (10) business day time period, the Customer must provide to 3M in writing the specific reason/s the Goods are being rejected. If no such writing is provided, the Goods are deemed to have been accepted by the Customer.
18. **Indicated Delivery Dates** – Delivery dates are approximate only and 3M shall be under no liability to the Customer in respect of any delay or non-delivery of the Goods however caused.
19. **Partial Deliveries** – 3M reserves the right to dispatch part of the order and each installment shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of the obligation to accept remaining deliverables. The order shall not be cancelable by the Customer for delays in delivery of any installment.
20. **Date and Place of Deliveries** – Delivery shall be FOB 3M's facility in Knoxville, TN. The Customer is responsible for all shipping costs to the final point of destination. Shipping shall take place when the Customer receives 3M invoice addressed to the Customer informing the Customer that the Goods are ready for dispatch. Where such invoice is sent to the Customer by the United States Postal Service, it shall be conclusively presumed to have been received by the Customer on the fifth working day after mailing in the United States.
21. **Risk** – The risk of loss in the Goods will pass to the Customer on delivery in accordance with paragraph 20 above.
22. **Labeled and Listed Products** – Whenever the Goods comprise products which have been certified as labeled and listed by approved certification authorities ("Labeled and Listed Products"), it is the sole responsibility of the Customer to ensure that the Labeled and Listed Products are operated and serviced only in accordance with the instructions contained in any relevant 3M product user and maintenance manual in accordance with 3M guidelines referred to in paragraph 15.
23. **Storage and Delayed Delivery** – If the Customer fails to give instructions for shipment within fourteen (14) days of received advice from 3M that the Goods are ready for shipment (as provided by paragraph 20 above), payment shall be due forthwith and 3M shall be entitled to store the Goods at any available place at the Customer's risk and expense.
24. **Property** – Ownership of Goods will pass to the Customer when 3M has received payment in full and, until such time as this shall occur, the Goods shall be stored by the Customer separately from all other goods and shall be clearly marked by the Customer as being the property of 3M.
25. **Shortage in Delivery or Damage or Loss in Transit** – 3M shall in no way be responsible for any breakage or loss of Goods in transit and shall be under no liability to affect any insurance in this respect unless otherwise previously agreed. Both the carrier concerned and 3M must be advised in writing of all shortages in quantity delivered and any breakage or loss within three (3) days of the consignment. In the event of the Goods failing to reach their destination, both the carrier and 3M must be notified of this in writing within seven (7) days after the date on which the Customer was advised that the Goods had been shipped. As further security for payment of the price of the Goods by Customer, Customer hereby grants to 3M a security interest in the Goods.
26. **Commissioning** – The quotation does not include commissioning and installation services unless expressly stated otherwise. Extra charges may apply if 3M is requested to supply:
 - a) Descriptive literature or instructions other than one (1) copy in English for the operation of the equipment, or
 - b) The services of any 3M's engineer on-site for the purpose of checking, servicing, or commissioning. Any complaints regarding the quality of such services must be made to the Support Line (1-877-777-3571) within ten (10) business days of the said services being carried out.
27. **Subsistence and Other Travel Expenses** – Meals, transportation, lodging, and miscellaneous expenses are considered travel expenses and are billed at actual cost plus a ten percent (10%) administrative fee. If time required to complete work is extended at the Customer's request, travel and living expenses will also increase. Travel hours consumed by the 3M engineer will be incorporated within the daily rate for services performed. The cost of shipping supplies required for Services are likewise charged at cost plus ten percent (10%). Payment of all travel and living expenses are in accordance with the payment terms defined in paragraph 7.
28. **Overseas Sales** – In any case where Goods are sold CIF or on the basis of any other international trade terms contained in Incoterms (1980), such term shall apply as if expressly incorporated herein except so far as any part of the

same is inconsistent with any of the provisions contained in these terms.

29. **Repairs** – Before returning Goods for repair, Customer must contact 3M in writing as required under paragraph 15. 3M will assign a Return Materials Authorization (RMA) number which must accompany the returned Goods. Goods returned for repair must be sent to 3M Company, 804 Innovation Drive, Knoxville, TN 37932, with shipping paid by the Customer and, after repair or exchange, items will be shipped to the Customer at 3M's expense. All repairs will be warranted for the remaining Warranty Periods set forth in paragraph 15 or ninety (90) calendar days, whichever is longer.
30. **Force Majeure** – 3M shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of 3M being prevented, hindered or delayed in the manufacture of the Goods by reason of any circumstances whatsoever outside the control of 3M including but without limit to the generality of the foregoing: any act of God, riot, strike, lock-out, trade dispute or labor disturbance, accident, breakdown of 3M facility or 3M machinery, fire, flood, difficulty in obtaining workers, materials or transport or any foreign or domestic terrorism.
31. **Proprietary Information and Copyright** – Any data supplied by 3M is for use in support of its manufactured and supplied Goods, Software and/or Services only. Reproduction or use of supplied data for any other purpose is prohibited, except with the express written permission of 3M. Any Software supplied is copyrighted. The Customer may copy the Software for backup or modification purposes in support of the Customer's use of the Software only.
32. **License** – 3M grants to Customer a non-exclusive royalty free license to use 3M Software on one computer at any one time. A separate license(s) is required for each additional computer on which the Software will be used. The Software may be transferred to other computers provided it is first deleted from the previous computer upon which the Software was loaded. All right, title, and interest in and to the Software shall at all times remain the sole and exclusive property of 3M. Violation of these terms immediately terminates said license.
33. **Software Updates** – 3M agrees to provide Customer, at no charge except for media, preparation and shipping charges, for a period of twelve (12) months from the date of shipment, updates to the Software made at the sole discretion of 3M. Should Customer desire to purchase Software maintenance for the next subsequent year following the initial year from the date of purchase, and thereafter on an annual basis, and if 3M is still providing maintenance, Customer may purchase the same, annually, at the existing rate.
34. **Variation of Conditions** – These terms and conditions may be varied only by written agreement of an authorized representative of 3M.
35. **Non-Assignment** – The benefit to the Customer of this contract shall not be assigned in whole or in part to any other person, company or agent except with the express prior written consent of 3M.
36. **Default and Insolvency** – Each of the following shall constitute an "Event of Default" under this Agreement:
 - a) The Customer fails to perform or observe any term, covenant or undertaking in any agreement with 3M (including failure to pay any amount due to 3M) and such default continues for seven (7) calendar days after 3M gives the Customer written or oral notice of such failure to perform.
 - b) The Customer files a voluntary petition under any bankruptcy, reorganization or insolvency law of any jurisdiction; the Customer consents to or applies for appointment of a trustee, receiver, custodian or similar official appointed to take possession of all or substantially all of the Customer's assets and shall not be dismissed within thirty (30) days after appoint; the Customer makes any assignment for the benefit of creditors or other arrangement or composition under any laws for the benefit of insolvents; an order for relief is entered against the Customer under any bankruptcy, reorganization or insolvency law of any jurisdiction or in any case, proceeding or other action seeking such order remains undismissed for thirty (30) days after its filing; or any writ of attachment, garnishment or execution is levied against all or substantially all of the Customer's assets; or all or substantially all of the Customer's assets become subject to any attachment, garnishment, execution or other judicial seizure, and the same is not satisfied, removed, released or bonded within thirty (30) days after date the writ was levied or date of the attachment, garnishment, execution or other judicial seizure.
 - c) If the Customer is an individual, the death of the Customer.

Upon the occurrence of an Event of Default:

- a) The Customer shall forthwith, upon demand, deliver to 3M any Goods which are in the possession or control of the Customer the property in which remains with 3M and, in default thereof, 3M shall be entitled to repossess the same and for such damage caused thereby and the Customer shall indemnify 3M from, and against all actions, proceedings, claims and such like arising; and;
 - b) 3M shall be entitled by notice in writing to the Customer to declare that all amounts due are immediately payable (whether under this or any other contract) and all such amounts shall bear interest in accordance with paragraph 7 from date of notice until payment.
 - c) 3M shall have the remedies provided under the Uniform Commercial Code of the State of Minnesota and other applicable laws of the State of Minnesota for any breach, default or nonperformance of and provision of this Agreement.
 - d) No right or remedy given to 3M hereunder is intended to be exclusive; each shall be cumulative and in addition to any other remedy provided herein or otherwise available at law or in equity. No failure by 3M and no delay in exercising any right shall operate as a waiver of that right. Nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of a right, power or privilege granted hereunder or otherwise.
37. **Headings** – The headings used in these Terms and Conditions of Sale are for convenience only and shall not affect the construction thereof.
38. **Entire Contract** – This writing constitutes the entire agreement and understanding between the parties as of the date of acceptance by 3M and shall not thereafter be modified in any way except in writing by an authorized 3M representative. No waiver of these terms and conditions shall be binding upon 3M unless made in writing and signed by 3M. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by 3M's receipt, acknowledgement or acceptance or purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
39. **United States Law** – The contract shall be governed by, construed, and interpreted in accordance with the laws of the United States of America and the State of Minnesota and, for the purpose of the determination of any dispute arising out of or in connection with the contract, the parties hereby submit to the jurisdiction of the Minnesota courts. Any controversy or claim arising out of or relating to this order shall be settled by arbitration held in Ramsey County, Minnesota, in accordance with the rules of the American Arbitration Association and judgment upon any arbitration award may be entered in any court having jurisdiction. In the event of a dispute under this contract, the prevailing party shall be entitled to recover its attorney's fees and costs from the other.

Authorized Customer Acceptance:

Signed: _____

Name: _____

Title: _____

Date: _____