



In reply, please refer to:
Proposal #AV1117239

December 12, 2016

Attn: Dominique Evans
Clark Magnet High School
4747 New York Avenue
La Crescenta, CA 91214
Phone: 818-248-8324
e-mail: devans-bye@gusd.net

Proposal For: Clark Magnet High School

Dear Dominique:

Thank you for your interest in AeroVironment Inc.'s (AV) EV Solutions products and services. I am pleased to provide you with the following quotation for Charging Products and/or Services.

Product/Service description:

Item Name	Cable Length	Qty	Unit Price	Extended Price
EVSE-RS; Charging Dock Single, Wall Mount	25'	2	\$ 649.00	\$ 1,298.00
Pedestal Only, TD Product line	25'	1	\$ 499.00	\$ 499.00
Installation				\$ 16,583.00
Sub-Total				\$ 18,380.00

Please refer to page 2 for quotation summary.

Ship Site: Clark Magnet High School
4747 New York Avenue
La Crescenta, CA 91214
Phone: 818-248-8324

Scope of Work (SOW):

Provide and Install (2) AV Branded Wall Mounted Charging Stations on TurboDock Pedestal in North Parking Lot. Provide and install new 100 amp. 3 phase circuit breaker with mounting hardware to match existing breakers in existing service. Install new conduit and wiring for new panel "EV" 100 amp. 3 phase 120/208 in or near electric room. Install 1" EMT & PVC conduit with #6 THHN wiring from new panel "EV" to exterior of building and excavate from building canopy area to charging station location at designated EV parking locations. Provide and install (2) additional 1" PVC conduit (underground portion only) for "future proofing". Saw cut or bore under 4' walk way. Install concrete footing for (1) pedestal. Assemble and install pedestal and (2) charging stations. Test and validate charging stations. Pull permit.

Terms and Conditions:

PLEASE READ: Subject to standard AeroVironment Commercial Terms and Conditions – EV Solutions™ Electric Vehicle Products and/or Services: (U.S), as attached. Please include a reference of your acceptance of these Terms & Conditions in any Purchase Order awarded to AV as a result of this Proposal.

Payment Terms:

100% Payment prior to start of work.

Acceptance of order:

Please review quotation summary and enclosures. Submit Signed Quotation Summary along with payment. If you have any questions regarding the attachments please contact Lisa Mandel at 626-357-9983 Ext. 258.

AV will make every effort to exceed your expectations. If you have any questions about this quotation, please do not hesitate to contact me.

Respectfully,

Caroline Delgado
Inside Sales - EV Solutions
Phone: 626-357-9980 Ext. 4394
e-mail: delgado@avinc.com



Quotation Summary

December 12, 2016
Proposal #AV1117239

Attn: Dominique Evans
Clark Magnet High School
4747 New York Avenue
La Crescenta, CA 91214
Phone: 818-248-8324
e-mail: devans-bye@gusd.net

Item Name	Cable Length	Quantity	Unit Price	Extended Price
EVSE-RS; Charging Dock Single, Wall Mount Pedestal Only, TD Product line Installation	25'	2	\$ 649.00	\$ 1,298.00
	N/A	1	\$ 499.00	\$ 499.00
				\$ 16,583.00
			Shipping	\$ 24.03
			Applicable Sales Tax	\$ 163.89
			TOTAL	\$ 18,567.92

Ship Site: Clark Magnet High School
4747 New York Avenue
La Crescenta, CA 91214
Phone: 818-248-8324

RETURN INSTRUCTIONS:

Please fax completed order to 626-386-6906 or e-mail to evsalessupport@avinc.com. Payment can be submitted with check, credit card or wire transfer.

Checks Payable to:

AeroVironment, Inc.
Proposal #AV1117239
Attn: Accounts Receivable
1960 Walker Avenue
Monrovia, CA 91016

Wire Transfer:

Bank name: JP MORGAN CHASE BANK, N.A.
Bank address: New York, NY 10004 USA
Bank phone #: (213) 576-1580
Contact name: Elizabeth Kazaryan
Bank ABA #: 021000021
Swift #: CHASUS33
AV Account #: 826096026

Any questions pertaining to this proposal should be directed to: Caroline Delgado
Phone: 626-357-9980 Ext. 4394
e-mail: delgado@avinc.com

Payment Terms: 100% Payment prior to start of work.

PLEASE READ: Subject to standard AeroVironment Commercial Terms and Conditions – EV Solutions™ Electric Vehicle Products and/or Services: (U.S), as attached. Please include a reference of your acceptance of these Terms & Conditions in any Purchase Order awarded to AV as a result of this Proposal.

Authorized by:

I hereby certify that I possess the requisite authority to purchase and install the equipment, as well as authorize the contracting services required by the installation, at the installation location address described herein.

Customer Signature: _____
Title: _____
Date: _____

Please Fax completed order form to 626-386-6906 or e-mail to mandell@avinc.com.



AeroVironment Commercial Terms and Conditions – EV Solutions™ Electric Vehicle Products and/or Services: (U.S.)

1. SCOPE. The following Commercial Terms and Conditions – EV Solutions™ Electric Vehicle Products and/or Services: (U.S.) (the “Terms”) shall apply to all proposals, estimates, invoices or quotes made, (the “Proposal” or “Quote”) and purchase orders accepted, by AeroVironment, Inc., (“AV”) for provision of Electric Vehicle Supply Equipment, Charging Docks, Charging Stations, DC Fast Charge Stations, data network connection and the related systems and products thereto (the “Product” or “Products”) and/or service orders, repairs, maintenance, installation, consultation, data service and related services (the “Service” or “Services”) provided by AV or its authorized service providers to the Customer identified in the accompanying Proposal or Quote, except to the extent the Terms conflict with an agreement signed by both AV and Customer. These Terms and the Proposal together form the agreement between AV and Customer (“Agreement”). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms shall govern when in conflict with any of the terms and conditions contained in Customer’s purchase order or other procurement documents issued by Customer. AV’s Proposal, performance of Services, delivery of Products and acceptance of Customer’s purchase order or other procurement documents is expressly conditioned upon Customer’s acceptance of these Terms, irrespective of whether Customer accepts by a written acknowledgement, implication, or acceptance of and payment for Products or Services ordered hereunder. AV’s failure to object to provisions contained in any communication from Customer, or failure to enforce these Terms, shall not be deemed a waiver of these Terms or any provisions thereof. Any changes in these Terms must be specifically agreed to in writing by both parties before becoming binding on either party.

2. PRICE. AV’s Proposal constitutes an offer to sell Products and/or Services upon these Terms. Unless otherwise stated on the Proposal, the prices included in any Proposal: (i) shall be valid for a period of thirty (30) days from its date; (ii) are in U.S. Dollars payable by check, credit card, electronic transfer or wire transfer; and (iii) do not include (a) shipping, transportation or installation charges, or (b) sales, use, personal property or other taxes, including state and local privilege or excise taxes, or (c) authorized out of pocket and travel expenses reasonably incurred by AV directly related to its performance of Customer’s requested Services. All applicable charges will be included in AV’s invoice as separate items, which Customer agrees to pay or, in the case of taxes, to supply appropriate tax exemption certificates in a form satisfactory to AV.

3. TERMS OF PAYMENT. Customer agrees to pay all fees listed in the invoice. Unless otherwise stated on the Proposal, (a) payment terms will be cash, letter of credit, electronic transfer or wire transfer in advance at the time of ordering; or (b) if Customer’s creditworthiness has been established in advance, Customer shall pay all invoices by check, credit card, electronic transfer or wire transfer in U.S. Dollars, fifty percent (50%) in advance based on AV’s Proposal and the remaining fifty percent (50%) upon Product delivery or if Services are to be performed, upon completion of the Services. Invoices not paid when due shall be subject to an interest rate of the greater of one and a half percent (1.5%), or the maximum legal rate, of the invoiced amount for each month they remain unpaid. If a Proposal provides that any portion of the purchase price is not payable until completion of installation, the final payment shall be due net fifteen (15) days from the Acceptance Date as defined in Section 9 herein. If Customer is delinquent in payment to AV, AV may immediately stop shipment of Products and future shipping of Products and/or performance of Services until all delinquent amounts and late interest are paid. Additionally, AV may at its option recover all costs incurred by AV or its agent, including without limitation reasonable attorneys’ fees, costs and expenses, in a collection action or any other legal action resulting from Customer’s breach of this Agreement. AV may re-evaluate Customer’s creditworthiness at any time, and modify or withdraw credit accordingly. Customer may not set off or recoup invoiced amounts or any portion thereof against sums that are due, may become due, or Customer claims to be due from AV.

If a Proposal includes data network connection and services, the invoice will include a one-time data network set-up fee and pre-payment of monthly

recurring fees, data network and connectivity charges for a period equivalent to eighteen (18) months, or other time period as may be set forth in the Proposal, from initiation of data service. At Customer’s option, AV will provide a service to allow Customer, at its sole discretion, to set the price for each use of the Products by end-use consumers to charge their electric vehicles and provide a means by which to collect payment for such use. If Customer selects this option, Customer agrees to enter into a commercially reasonable User Agreement with AV.

4. PURCHASE MONEY SECURITY INTEREST; CONSTRUCTION, MATERIALS AND MECHANICS LIENS. Customer’s request for Products pursuant to this Agreement constitutes a security agreement, granting to AV a purchase money security interest in Products for the full amount of the purchase price. In order to perfect AV’s security interest, Customer agrees to execute all instruments that AV, as the secured party, elects to file, or in its sole discretion determines to be necessary to perfect or protect its security interest, in compliance with the Uniform Commercial Code (“UCC”) or any state or federal law. Payment in full of the purchase price will release the security interest on that Product.

In addition, if bills are not paid in full for Products or Services, a construction, materials’ and/or mechanics’ lien may be placed against the installation site by AV or an authorized subcontractor in accordance with applicable laws, including but not limited to, a preliminary notice, right to lien, pre-lien or 20-day notice. These notices and the placement lien are the right, and in some cases, the obligation of the contractor to provide.

5. PARTS AND DELIVERY. Unless otherwise stated on the Proposal, (a) Products shall be shipped FOB Origin, using AV’s standard commercial packaging and freight relationships; (b) Delivery time is not of the essence; and (c) AV is not liable for any loss arising from delay in delivery of Products. Customer is solely responsible for, and shall bear all expense, risk and direction obligation relating to any applicable (i) Special Product packaging and/or freight handling requests from Customer; and (ii) Products customs, duties and import/export compliance.

If Customer’s purchase of Products does not include installation Services by AV, Customer, shall be solely responsible for, and hold harmless and indemnify AV with respect to, all aspects of installation of the Products, including but not limited to all electrical and other contracting services, labor, materials, permits and inspections, equipment and supervision necessary to complete the installation thereof, and Customer shall hold harmless and indemnify AV with respect to all claims related to installation of the Products.

If Services are performed under warranty, the repairs and parts shall be covered solely by the terms and duration of the existing applicable warranty. AV reserves the right, in its sole discretion, to utilize used or reconditioned parts in warranty repairs. If Services are performed outside of warranty, (i) AV may but is not required to offer Customer the option of utilizing new or reconditioned parts, and (ii) AV warrants that its Services will be performed in a competent and workmanlike manner and that all new Service or replacement parts used in the Service shall be free of defects in materials and workmanship for the longer of one (1) year from the date of installation, or the period of the manufacturer’s original warranty. This warranty covers replacement of the part only and does not include labor or shipping costs for any replacement part.

6. FACILITIES. If a Proposal includes Services by an AV-preferred electrical contractor at one or more of Customer’s facilities or a third party location designated by Customer (“Job Site”), Customer acknowledges and agrees that AV’s preferred electrical contractor representatives shall have free, unannounced, immediate, safe and secure access to Job Site facilities, during normal business hours and/or when the facility is actually in operation, for purposes of performing the Services. Customer shall designate a person in its organization to represent Customer fully with respect to the Services (“Representative”). Services will be performed as directed by the Representative, who shall be responsible for site facilities and Services to be furnished to the Customer, and be authorized to (i) coordinate work under the Proposal, (ii) authorize and inspect Services, (iii) accept all aspects of the



**AeroVironment Commercial Terms and Conditions –
EV Solutions™ Electric Vehicle Products and/or Services: (U.S.)**

Services as they are completed, and (iv) authorize Customer's payment of invoices. Customer agrees to provide AV's preferred electrical contractor representatives with all safety and other protections required by law for access and use of the Job Site facilities, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations. Customer shall not attempt to condition the right of AV's preferred electrical contractor representatives to obtain free access to a Job Site facility upon the signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of AV or its preferred electrical contractor representative. Any such agreement, waiver or release, if signed by AV or its preferred electrical contractor representative, shall be considered void *ab initio* and shall be of no force and effect. AV shall, however, direct its preferred electrical contractors to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such Customer facility.

7. CANCELLATION/RESCHEDULING: Customer may cancel or reschedule Services prior to the scheduled Service start date. AV reserves the right to charge Customer, and Customer agrees to pay, for any non-recoverable expenses (e.g., airline tickets) incurred by AV as a direct result of a Customer-requested schedule change. Orders cancelled less than seventy-two (72) hours in advance are also subject to a cancellation charge of twenty-five percent (25%) of the Proposal value, plus any non-recoverable expenses incurred by AV. AV will make reasonable efforts to accommodate Service rescheduling requests. AV reserves the right to reasonably reschedule Services upon notice to Customer.

8. JOBSITE REQUIREMENTS. AV acknowledges that Services may, in some instances, occur on property that is not owned or operated by the Customer, but with respect to which Customer has rights pursuant to an agreement between the Customer and the applicable host. The Customer agrees to obtain a completed Community Organization/Homeowners Association ("HOA") Installation Approval Form and/or a Property Owner Notice and Consent Form if the Job Site is subject to HOA restrictions or is not owned by Customer.

CUSTOMER SHALL, AT ITS OWN EXPENSE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS AV FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS OR DEMANDS, AND RELATED JUDGMENTS, LOSSES, PAYMENTS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SETTLEMENTS, LIABILITIES, FINES AND PENALTIES OF EVERY KIND AND CHARACTER ASSESSED AGAINST OR INCURRED BY AV (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER COURT COSTS INCURRED BY AV) OR OTHERWISE SUFFERED BY SUCH PARTIES AS A RESULT OF AV'S PROVISION OF EQUIPMENT OR SERVICES UNDER THIS CONTRACT (WHETHER DIRECTLY OR THROUGH A SUBCONTRACTOR) IN VIOLATION OF A PROPERTY OWNER'S OR APPLICABLE JOB SITE HOST'S RIGHTS TO THE EXTENT (I) SUCH RIGHTS WERE NOT DISCLOSED TO AV OR OTHERWISE KNOWN BY THE APPLICABLE PARTY OR SUBCONTRACTOR AND (II) SUCH VIOLATIONS WERE NOT IN BREACH OF AV'S OBLIGATIONS UNDER THIS AGREEMENT OR THE RESULT OF THE NEGLIGENCE OF AV OR ANY OF ITS SUBCONTRACTORS.

9. ACCEPTANCE. After Products are delivered and/or the Services are rendered at Customer's facility/facilities, Customer shall execute and deliver to AV an Acceptance Certificate in a form provided by AV ("Acceptance Certificate"); provided, however, that Customer's failure to execute and deliver an Acceptance Certificate upon completion of the Services shall not affect this Agreement's validity, the Terms of Payment or Limited Warranty set forth herein. The "Acceptance Date" shall be the earlier of (i) the date Customer delivers the Acceptance Certificate to AV, or (ii) the date of actual installation and/or delivery of the Products or completion of the Services in Customer's facility.

10. INTELLECTUAL PROPERTY. (a) **Ownership.** All right title and interest in and to intellectual property of any kind associated with the

Products and Software is reserved to, and belongs to, AV. (b) **No Reverse Engineering.** Customer agrees not to directly or indirectly disassemble, decode, peel components, decompile, modify, append, translate, copy, distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sub-license or otherwise reverse engineer or attempt to reverse engineer or derive source code from, or provide to third parties, the Products or Software or any portion thereof, or permit or encourage any third party to do so, or use or acquire any materials from any third party who does so. (c) **Software License.** Subject to these Terms, AV grants Customer a non-exclusive, non-transferable license, without right of sub-license, to use the software embedded in the Products, and any upgrades thereto (the "Software") solely (i) with the Products, (ii) for Customer's own use, (iii) as instructed in AV's printed installation and operation instructions. The Software is the property of AV, contains confidential and proprietary information of AV, and is protected by applicable patent and copyright laws and international treaties. Customer receives no other express or implied license or right to the Software under any patent, copyright, trademark, trade secret or other proprietary or intellectual property right. Customer shall receive and maintain the Software and other AV confidential information in confidence and agrees to use at least the degree of care that it uses to protect its own proprietary information, but no less than reasonable care, to prevent the unauthorized use of the Software outside of this Agreement. Customer's obligations under this Section shall continue indefinitely for as long as the Software continues to be confidential or proprietary to AV.

11. LIMITED WARRANTY. Subject to the limitations and provisions stated below, each Product and Service is warranted to be free of defects in material and workmanship for a specific time period as set forth below:

Product	Coverage	Term
DC Fast Charge Station - with installation by AV	Full Coverage – Labor, travel, freight and parts	1 year from date of installation
	Parts- Control boards, displays, power supplies, DC contractors and fans	1 year additional (2 years total)
	Parts- Main Transformer, AC contractors, Power-stage, IGBTs, inductors, capacitors, rectifiers,	4 years additional (5 years total)
Electric Vehicle Supply Equipment-including Charging Stations and accessories	Materials, Workmanship and Installation Services	3 years from acceptance date

AV's total warranty expense with respect to any Product and/or Service is limited to a maximum of the original purchase price of that Product and/or Service, as applicable to the warranty claim. AV's liability under this warranty shall be limited to repairing or replacing defective Product, at AV's option, without charge, FOB AV's factory or authorized service station. This warranty does not cover replacement of expendable items, such as fuses, switches and connectors shipped with or integrated into the Product. Unless the Proposal includes installation Services by AV, AV will not be liable for any costs of removal, disposal, installation, transportation, or any other charges which may arise in connection with a warranty claim. This warranty may be voided by damage or wear to Product caused by abnormal operating conditions (including exposure to acid, chemical fumes, metallic dust or extreme temperatures), accident, abuse, damage, misuse, unauthorized alteration or repair, or if the Product was not installed, operated, or maintained in strict compliance with AV's printed instructions. Continued use of the Product after discovery of a possible defect or any evidence of an attempt to disassemble or reverse engineer the Product will void the warranty. AV is the final arbiter of the presence of facts that support a conclusion that the warranty is applicable or voided.

THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY AV WITH RESPECT TO THE PRODUCTS AND SERVICES THEREOF, AND IS IN LIEU OF AND EXCLUDES (AND AV HEREBY DISCLAIMS) ALL OTHER



**AeroVironment Commercial Terms and Conditions –
EV Solutions™ Electric Vehicle Products and/or Services: (U.S.)**

WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO AV IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT AV'S PRODUCTS AND SERVICES ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED FOR CUSTOMER'S USE OR PURPOSE.

To obtain Service under this warranty, and prior to any Product return to AV by the Customer, the defective Product must have: 1) been installed, operated, and maintained in strict compliance with AV's printed operating instructions, 2) been registered with AV by the Customer upon installation to activate the warranty, and 3) proof of purchase (including installation date), failure date, supporting installation and operation data. Any defective Product to be returned must be sent freight prepaid to AV or the distributor or dealer from whom it was purchased together with documentation supporting the warranty claim and a Return Material Authorization number (RMA #) from AV.

12. DATA RIGHTS. Customer agrees that AV may, at no cost to AV, publish, share, or otherwise disseminate information about the location and address where the Products are installed, and also grants AV the right to use any data collected related to energy consumption and usage of the Products, to the extent permitted by state and federal law.

13. PROTOTYPES. (a) Use. In the event that Customer has requested, and AV has agreed in writing to provide, the delivery of Products which are pre-production units, prototype models, or Products which for any reason whatsoever are not final production units which have successfully undergone all applicable testing and certification processes, including by way of example and not limitation Underwriter's Laboratory listing (collectively, "Prototypes"), Customer expressly agrees and hereby acknowledges that Prototypes are suitable only for Customer's own demonstration purposes, are not suitable for use by the general public or third parties other than Customer, are not intended for retail or other resale, and are not to be resold. Customer will indemnify and hold harmless AV for any claim resulting from Customer's failure to restrict Prototypes from any other type of use. AV reserves the right, in its sole discretion, to recall Prototypes and replace them with final production models of the products, at no added cost to Customer. **(b) Parts Only Warranty.** Unless otherwise stated on the Proposal or otherwise agreed in writing, Prototypes do not qualify for the full Limited Warranty coverage described in Section 11 of these Terms. The warranty coverage for Prototypes is limited to parts only and does not include any labor or other support. **(c) Release and Waiver.** In consideration for AV's agreement to provide Prototypes to Customer hereunder, Customer expressly waives and releases AV from any liability, claims, demands, actions or causes of action whatsoever for any alleged loss, damage or injury. This express release and waiver includes all claims arising in tort (including but not limited to negligence, personal injury, wrongful death, property damage, products liability, strict liability, negligent misrepresentation, intentional misrepresentation, tortious breach of contract, unfair competition, defamation and/or tortious interference with actual or prospective contract, business relationship, or economic advantage), contract or intellectual property rights, as well as any claims arising under any state or federal statute, that in any way arise out of or relate to the provision of Prototypes. **(d) Indemnification Against Third Party Claims.** In consideration for AV's agreement to provide Prototypes to Customer hereunder, Customer unconditionally agrees to hold harmless, indemnify, and defend AV and its affiliates and subcontractors and their employees, officers, directors and agents against all claims, suits, fines and penalties, including attorneys' fees and other costs or expenses of settlement and defense, arising out of, or related to, any claims asserted by third parties that in any way relate to the design, testing, manufacture, marketing, use, safety or sale of the Prototypes and AV's provision of Prototypes hereunder including but limited to any claims based in tort, contract, intellectual property rights or warranty, or arising out of any federal or state statute. In the event that AV is named as a defendant in any third party claim relating to the Prototypes, AV shall have the right to select

counsel and defend itself at Customer's expense. AV reserves the right to require Customer to produce satisfactory written evidence that Customer has in force satisfactory insurance coverage for the purpose of meeting any third party liability and/or to name AV as an additional insured under such coverage.

14. FORCE MAJEURE. AV shall not be liable for any loss or damage resulting from failure or delay of performance due to unforeseen circumstances or causes beyond their control, including without limitation; strikes; riots; war; fire; flood; sabotage; acts of God; weather-related transit or shipping delays; inability to obtain materials or manufacturing facilities or compliance with any law, regulation or order, whether valid or invalid of any cognizant government body whether domestic or foreign.

15. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, AV'S LIABILITY FOR CUSTOMER'S DAMAGES WILL, IN THE AGGREGATE, NOT EXCEED THE VALUE OF THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL AV OR THE CUSTOMER BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, ECONOMIC OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, SUFFERED OR INCURRED, AS A RESULT OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. LIMITATIONS OF LIABILITY PROVIDED HEREIN WILL APPLY WHETHER THE LIABILITY ARISES UNDER BREACH OF CONTRACT OR WARRANTY; TORT, INCLUDING NEGLIGENCE; STRICT LIABILITY; STATUTORY LIABILITY; OR ANY OTHER CAUSE OF ACTION, AND SHALL INCLUDE A PARTY'S AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS.

16. GOVERNING LAW. The purchase of Products or receipt of Services pursuant to this Agreement shall be governed by the laws of the State of California with regard to its conflict of laws provisions. Venue for any dispute regarding this Agreement or any resulting order shall be Los Angeles County, California, and Customer expressly consents to the jurisdiction of its state and federal courts in connection with this Agreement. Customer waives any other venue to which either party might be entitled by domicile or otherwise.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire, complete and fully integrated agreement between AV and Customer with respect to the subject matter hereof, and supersedes all prior oral or written agreements, course of dealing or understandings relating to that subject matter. There are no other statements, representations, terms, covenants, warranties, guarantees, conditions, agreements or obligations in any way relating to AV's sale of Products and Services to Customer, and Customer expressly disclaims any purported reliance on any prior oral and/or written representations. If any provision of these Terms is held invalid, void or unenforceable for any reason, that provision shall be severed and all other provisions of these Terms shall remain valid to the extent permissible by law. No change to this Agreement (including modification, clarification, interpretation, or change to quantities and/or types of Products and/or Scope of Work or Services) shall be made without mutual agreement and execution of a written Change Order signed by Customer, identifying the change and the cost of the change. Under no circumstances shall any preprinted additional or different terms or conditions on Customer's purchase orders or invoices, AV's sales or marketing materials, or other business documents apply to Products and Services purchased under this Agreement.