America In Motion Inc.
8026 Tower Point Road ♦ Charlotte ♦ NC 28227 ♦ Phone (704) 246 3961 ♦ Facsimile (704) 246 3941

General Project Terms & Conditions

Complete Agreement

A "Firm Proposal" submitted by America In Motion("AIM") constitutes an offer to sell and provide the goods and services described therein pursuant to the terms of the Firm Proposal and these General System Terms and Conditions. AIM does not agree to any additional or different terms proposed by its "CUSTOMER" in any purchase order, request for proposal or other document not signed and expressly accepted by AIM. Any purchase order or similar document submitted by CUSTOMER that covers the goods and services described in AIM's Firm Proposal shall constitute an acceptance of the Firm Proposal pursuant to its terms**.** Upon such acceptance, these General System Terms and Conditions, together with the Firm Proposal to which they are attached and all other document and agreements expressly referred therein, constitute the complete and exclusive statement of agreement between the parties (the "Agreement") and supersede the terms of all requests for proposal, inquiries, preliminary proposals, negotiations, representations and purchase orders. The parties represent, warrant and agree that they do not enter into this Agreement relying on any representation, warranty, agreement or undertaking not expressly set forth herein, in the Firm Proposal or in a document expressly referenced and incorporated herein or by a Firm Proposal.

Deliverables

Subject to the terms and conditions set forth herein, AIM will deliver the goods and services outlined in the Firm Proposal to CUSTOMER (collectively, the "System"):

Subject to the terms and conditions set forth herein, CUSTOMER will deliver any required products and related services, accessories and documentation for the development, testing and acceptance of the AIM System and/or in connection with the AIM Services in accordance with the provisions under the paragraph "CUSTOMER FURNISHED PRODUCTS" below (collectively, the CUSTOMER Furnished Products").

Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings assigned to them below:

"Acceptance" shall have the meaning assigned to such term in the paragraph "ACCEPTANCE" below.

"Functional Specifications" shall mean the functional description set forth in preliminary form in the Firm Proposal and the more detailed outline of system functions, goods, and services contained in the Functional Specification subject to acceptance by the CUSTOMER.

"Purchase Price" shall mean the aggregate purchase price due from CUSTOMER to AIM in exchange for the AIM System provided by AIM to CUSTOMER hereunder as specified below.

"Warranty Period" shall mean the period commencing on the date of Acceptance and ending at the close of business on the date that is one (1) year after the date of Acceptance. In no event shall such warranty period exceed eighteen (18) months from the date of shipment of the equipment to the CUSTOMER.

Scope of Supply

The Functional Description and the outline of goods and services in the Firm Proposal define the overall scope of supply. Upon CUSTOMER'S acceptance of the Firm Proposal, AIM will carry out more detailed engineering work required to enable AIM to prepare the detailed Functional Specification (Functional Specifications). Once completed, the Functional Specifications shall be mutually agreed upon by CUSTOMER and AIM in writing. The Functional Specifications shall include the complete and final specifications for defining the System to be provided by AIM, shall govern the development, installation, and acceptance thereof, and shall further include specification for and listing of all CUSTOMER Furnished Products, including associated accessories and related services necessary for such development, installation and acceptance.

The System Specifications and the Functional Specifications shall be based upon information provided by CUSTOMER, who shall be totally responsible for the accuracy and completeness of such information. In the event that, subsequent to the date CUSTOMER accepts the Firm Proposal (the "effective Date"), the information provided by CUSTOMER in connection with this Agreement is reasonably determined by either party to be inaccurate or incomplete, or in the event that CUSTOMER requests a change in the System Specifications or Functional Specifications, AIM reserves the right to: (i) stop work until CUSTOMER and AIM have agreed upon revised System Specifications or revised Functional Specifications and an equitable price adjustment and/or a revised delivery schedule; or (ii) decline the requested change and continue performance under the most recently agreed Functional Specifications.

Software License

Grant of License to AIM Software: Upon Acceptance of the AIM System, AIM and CUSTOMER agree to be legally bound by the Software License Agreements set forth or referred to in the Firm Proposal (if applicable) (the "Software License Agreements"), pursuant to which AIM grants to CUSTOMER a license to use the AIM Software in accordance with the terms and conditions set forth therein.

Ownership: All aspects of the AIM Software (including, without limitation, programs and methods of processing) provided to CUSTOMER under the Software License Agreements shall remain the sole and exclusive property of AIM or its licensors.

Third Party Software: All software products constituting a part of the System as outlined in the Firm Specifications shall be purchased by AIM on CUSTOMER'S behalf, and such software products shall be licensed by CUSTOMER directly from the third party licensors from which they were purchased by AIM upon such terms and conditions provided in the license agreements provided by such licensors.

Restrictions: CUSTOMER shall not attempt to decompile or otherwise reverse engineer the AIM Software. All copies of the AIM Software must bear copyright and other proprietary rights notices included in or on the original copy of each item of AIM Software. CUSTOMER shall have no rights with respect to the source code of the AIM Software.

Throughput requirements: The CUSTOMER acknowledges that AIM has made no representations or warranties in relation to and is not responsible or liable for the throughput requirements of the System.

Title, Risk of Loss

AIM retains title to, and software license rights of, each of the components of the AIM System until the Purchase Price is paid in full. Risk of loss of the AIM System will pass to CUSTOMER at AIM's shipping dock on "F.O.B. AIM' plant site" shipments. If CUSTOMER is unable to accept delivery of the AIM System in accordance with the shipment schedule mutually agreed to by the parties in writing, AIM will store the AIM System for a reasonable period of time. Costs related to such storage (including insurance) shall be borne by CUSTOMER. Invoices for such stored products will be issued by AIM to CUSTOMER the date such stored products are placed in storage, including applicable freight charges.

It will be the responsibility of CUSTOMER to immediately notify AIM on "F.O.B. destination" shipments (in case of AIM' agreement to such shipping terms) of any shipping damage to the AIM System and to note such damages on the shipping documents prior to accepting the products. Failure to comply with this requirement will absolve AIM from any shipping damage claims.

Security Interest

CUSTOMER hereby grants to AIM a security interest in each of the components of the AIM System sold and/or delivered to CUSTOMER under this Agreement, including any proceeds thereof (whether cash or non-cash, tangible or intangible) received from the sale, exchange, transfer, collection or other disposition or substitution of such components (collectively, the "Collateral"), in order to secure payment of the Purchase Price. Upon satisfaction and payment of the Purchase Price as provided herein, the security interest in the Collateral created above, and all rights under this paragraph "SECURITY INTEREST" granted to AIM shall be released and all the estate, right, title, interest, claim and demand of AIM in and to the Collateral shall revert to CUSTOMER. CUSTOMER shall maintain insurance against casualty, loss, fire, or theft of the AIM System for so long as the security interest is in effect.

Payments

The Purchase Price shall be payable in installments as provided in the time table set out in the Firm Proposal submitted by AIM. Payments are due within thirty (30) days of the respective invoice date. CUSTOMER shall have no right to offset any cost or claim against any AIM invoice. CUSTOMER will have no right to delay payments due to non-payments by its customers. The Purchase Price is payable in United States currency and any overdue payments thereof will bear interest at 2.0% per month (24% per year), or the maximum rate permitted by law, whichever is less.

Taxes

Customer shall be exclusively liable for and will report, pay, and, if AIM be at any time required to pay, indemnify and hold harmless AIM from all sales, use and similar taxes (plus any penalties, fines or interest thereon) (collectively, "Sales Taxes") assessed, levied or imposed by any governmental or taxing authority with respect to the sale, purchase, delivery, storage, processing, use, consumption, licensing or transportation of any of the products or services covered by this Agreement. Upon AIM' request, Customer shall promptly deliver to AIM a valid tax exemption certificate in form acceptable to the appropriate taxing authority or a signed certification that all such taxes have been reported and paid by Customer.

Schedule

The Functional Specifications will contain a schedule for completion of key milestones (including dates of vehicle completion, deliveries, installations and acceptance testing). CUSTOMER and AIM shall in good faith exercise all reasonable efforts to conform to such schedule in performing their respective obligations under this Agreement. CUSTOMER acknowledges that AIM' ability to meet its schedule depends on CUSTOMER meeting all dates for supply of CUSTOMER Furnished Products, approvals, and other responsibilities set out in the Firm Proposal and Functional Specifications. CUSTOMER-induced delays may result in additional charges to CUSTOMER.

Warranties

Materials and Workmanship Warranty: AIM warrants to CUSTOMER that the AIM Hardware will be free from defects in material and workmanship during the Warranty Period.

AIM Software: EXCEPT AS SET FORTH IN THE SOFTWARE LICENSE AGREEMENTS, AIM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO AIM SOFTWARE.

Third Party Products and CUSTOMER Furnished Products: AIM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE THIRD PARTY PRODUCTS AND THE CUSTOMER FURNISHED PRODUCTS. To the extent of all products and services constituting Third Party Products and CUSTOMER Furnished Products under this Agreement, AIM hereby assigns to CUSTOMER all of its rights with respect to representations and warranties made to or for the benefit of AIM by the sellers and licensors of such Third Party Products and CUSTOMER Furnished Products, and agrees to cooperate with CUSTOMER to make CUSTOMER obtain full benefit of such representations and warranties.

Remedies Generally: In the event any AIM Hardware or Services fail to conform to their respective warranty above and such failure has been reported to AIM during the Warranty Period, AIM shall, at its option, repair, replace or otherwise remedy such failure as soon as practicable at no charge to CUSTOMER, subject to the conditions and limitations specified below. The foregoing limited warranties are given in lieu of all other warranties of the AIM Hardware or Services, express or implied, and state AIM' entire obligation, and shall be CUSTOMER'S exclusive remedy, with respect to defects or non-conformities in AIM Hardware or Services furnished under this Agreement. In no event shall any AIM warranty be deemed to have failed of its essential purpose so long as AIM is willing and able to replace, repair or otherwise remedy a defect in such product or Services that is covered by the limited warranty specified in this paragraph "WARRANTIES."

Conditions to Warranties: Notwithstanding anything in this Agreement to the contrary, the warranties and related remedies set forth in this paragraph "WARRANTIES" shall be conditioned upon compliance with the following provisions:

CUSTOMER must forward written notification to AIM, received during the Warranty Period, setting forth in reasonable detail the nature of the warranty failure. AIM will thereafter make a determination of whether CUSTOMER shall be required to return the defective AIM Hardware, or part or parts thereof, to AIM' factory for inspection. In the event that AIM determines that the return to the factory of such defective AIM Hardware, or part or parts thereof, is necessary, AIM will furnish a Return Material Authorization Number (a "RMA number") to CUSTOMER.

Any and all defective AIM Hardware, part or parts thereof, returned to AIM must be returned with proof of purchase of such defective product. All shipping and insurance charges related to such return must be pre-paid by CUSTOMER and all documentation referring to such returned products must contain the RMA number. *No returns will be accepted by AIM without such RMA number.*

With regard to any defective products so returned to AIM' factory pursuant to the foregoing paragraph, upon AIM' receipt, it will promptly make an inspection of the products so returned. If the alleged defective product warrants repair or replacement in AIM' reasonable determination, AIM will, at its option, repair or replace such product as soon as practicable. Any repair or replacement shall be done without charge to CUSTOMER and the products will be returned to CUSTOMER with all shipping and insurance charges pre-paid by AIM via a method of transportation reasonably determined by AIM, if special delivery is requested however, such cost shall be paid by customer.

In the event that a defective product is determined by AIM not to be covered by a warranty stated in this paragraph "WARRANTIES" for any reason (including, without limitation, being outside of the scope of the warranty, or failure to satisfy any condition or subject to any limitation stated herein), AIM shall provide CUSTOMER with an estimated cost of repair or replacement of such product if AIM believes it can repair or replace such product. Thereafter, AIM shall attempt to repair or replace the defective product if requested to do so in writing CUSTOMER. All costs of freight, packaging, and insurance shall be the responsibility of CUSTOMER. In the event that a defective product is determined by AIM not to be covered by a warranty stated in this paragraph "WARRANTIES", CUSTOMER agrees to reimburse AIM for out-of-its pocket expenses and time (at its hourly service rates) incurred in making such determination.

Limitation on Warranties: Notwithstanding anything in this Agreement to the contrary, the warranties and related remedies set forth in this paragraph "WARRANTIES" shall not apply if the claimed breach or problem is caused by: (i) normal wear and tear; (ii) the malfunctioning or non-performance of equipment, communication lines, hardware or software other than AIM Products that are part of the project; (iii) CUSTOMER'S sole negligence or fault; (iv) CUSTOMER'S failure to follow the instructions set forth in the user documentation delivered by AIM CUSTOMER; (v) repair or modifications to or changes in the AIM Products which are not made or approved in advance by AIM; (vi) modifications to or changes in the equipment, hardware or software other than the AIM Products that are part of the project in which the CONTRACTOR Products form a part, except if such modifications or changes are made by AIM; (vii) overloading; (viii) exposure to corrosive or abrasive substances; (ix) improper installation by any third party, or (x) use and application of the AIM Products inconsistent with the Functional Specifications. AIM makes no warranties of any kind with respect to components or materials that are considered normal wear and tear items or consumables, such as batteries, tires, motor brushes, etc.

Non-Infringement Warranty: AIM warrants to CUSTOMER that the AIM Hardware will not infringe or violate any copyright, trademark, patent, trade secret or other proprietary right of any third party legally recognized in the United States of America and that there is no actual or, to AIM' knowledge, threatened suit by any third party based on an alleged infringement or violation of any such right by AIM of any component of the AIM Hardware.

Remedies for Infringement: In the event of a breach of the no-infringement warranty set forth in the foregoing paragraph, AIM shall, at its option, (i) obtain the right for CUSTOMER to continue the use of the infringing AIM Hardware; (ii) modify or replace the infringing AIM Hardware with a functionally equivalent hardware satisfactory to CUSTOMER so as to make the infringing AIM Hardware non-infringing;

Repairs Warranty: AIM warrants to CUSTOMER that all repairs made by it hereunder will be done using suitable parts, and that all materials and workmanship with respect to such repair shall be free from defect for a period of thirty (30) days after redelivery of the repaired product to CUSTOMER or, if longer, the period remaining under the original Warranty Period. AIM will correct any repair determined by it to have been defective if such defective repair is reported to AIM within such thirty (30) day period or such remaining Warranty Period, as applicable. AIM makes no other representations or warranties, express or implied, with respect to its repairs, including implied warranties of merchantability and fitness for a particular purpose.

Disclaimer: Except for the warranties set forth above in this paragraph “WARRANTIES” and in the software license agreements, aim makes no other representations or warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose customer acknowledges that aim’ purchase price is contingent upon the limitations and disclaimers described in this paragraph “WARRANTIES” and that acceptance of these limitations and disclaimers constitutes an integral basis of the bargain between aim and customer.

Acceptance

Acceptance of the AIM System shall take place at CUSTOMER’S site or at such other location specified in the Functional Specifications. CUSTOMER’S acceptance of the AIM System shall occur when such system has performed in accordance with the acceptance testing procedures set out in the Functional Specifications (the “Acceptance”). In the event that the parties have not agreed upon such acceptance testing procedures, “Acceptance” shall take place upon receipt by CUSTOMER of the AIM System. In any event, if CUSTOMER (i) begins productive, beneficial use of any part of the AIM' System, (ii) delays acceptance testing as to the AIM System beyond thirty (30) calendar days from the date first offered by AIM for acceptance, or (iii) fails to make available the required CUSTOMER Furnished Products or Services specified in the Functional Specifications as required for acceptance testing of any AIM Product, “Acceptance” of the AIM System shall be deemed to have occurred, and payment in full of the Purchase Price shall become immediately due and payable to AIM.

Changes

AIM shall not be obligated to furnish or perform extra material or labor required by changes and/or additions to the Functional Specifications until AIM and CUSTOMER have agreed upon all of the terms and conditions therefore in writing. If AIM furnishes extra labor or materials at CUSTOMER’S request, but without AIM’ and CUSTOMER’S written agreement as to all terms and conditions related thereto, CUSTOMER agrees that such labor or materials shall be billed to CUSTOMER at AIM’ usual prices and terms for similar work.

Design and detail drawings reflecting changes and/or additions to the Functional Specifications which CUSTOMER may make subsequent to the parties' mutual agreement as to the Functional Specifications shall constitute CUSTOMER'S proposals in writing to AIM to make such change and/or additions.

Customer Furnished Products

All CUSTOMER Furnished Products outlined in the Firm Proposal submitted by AIM shall be provided by CUSTOMER at times and locations as outlined in the project schedule in the Firm Proposal.

CUSTOMER shall be responsible for ensuring that all CUSTOMER Furnished Products conform to the specifications therefore in the Functional Specifications and for maintaining such products in good working order while such products are located on AIM' premises. Such maintenance shall include the cost of any third party services that may be required. In the event that CUSTOMER fails to deliver to AIM all required CUSTOMER Furnished Products required to be provided by CUSTOMER pursuant to the Functional Specification within thirty (30) days after notice by AIM of such breach is received by CUSTOMER, AIM reserves the right to exercise all rights and remedies set forth herein or otherwise available under law. Services furnished by AIM in response CUSTOMER'S request therefore in correcting any such breach shall be paid for by CUSTOMER at the then current rates for materials and labor charged by AIM, plus out-of-pocket expenses.

CUSTOMER shall be responsible for all shipping and insurance charges to and from AIM' premises for CUSTOMER Furnished Products and for all insurance charges while such products are on AIM' premises.

Facilities

CUSTOMER shall provide power utilities, tools, equipment, lighting, sanitary and other construction utilities required at each project site at which AIM will install the AIM System. Snow removal, surface treatment and other maintenance requirements to keep AIM' use area accessible and usable shall be CUSTOMER'S responsibility.

Force Majeure

AIM shall be excused for any delay or failure in its performance under this Agreement due to acts of God, flood, fire, epidemic, war, terrorism, riot, embargoes, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, breakdown or destruction of plant or equipment or other manufacturer's difficulty, or any other cause beyond the reasonable control of AIM.

During the continuance of the above-described events, AIM' performance may be suspended. Upon the cessation of said intervening event, AIM shall have a reasonable time to perform hereunder and CUSTOMER agrees to accept delivery of the AIM System upon completion of such performance.

Assignments

CUSTOMER shall not assign its rights and obligations under this Agreement, in whole or in part, whether by operation of law or otherwise (including without limitation a change in the equity ownership of a party resulting in a change of 50% or more of the voting power that exists on the Effective Date), without the prior written consent AIM, which consent shall not be unreasonably denied, delayed or conditioned. Any purported assignment contrary to the terms of this paragraph "ASSIGNMENTS" shall be null, void and of no force and effect.

Customer Default

If there is any suspension or unreasonable delay in CUSTOMER'S performance under this Agreement, not caused by AIM, which prevents completion of AIM' work in accordance with this Agreement, or if CUSTOMER otherwise materially defaults under this Agreement, AIM may, at its option, (i) suspend its performance or (ii) terminate its performance. In any event, AIM may charge CUSTOMER its reasonable additional expenses for time and material and shall have the right to estimate the value of all work performed and of all material furnished and of all material fabricated, in whole or in part, under this Agreement up to the time of such suspension or delay by CUSTOMER, and CUSTOMER shall promptly pay in full the amount of the estimate to AIM upon receipt of AIM' invoice.

Termination

Either party hereto may terminate this Agreement by written notice to the other party upon the occurrence of any of the following events: (i) CUSTOMER seeks relief under any provision of the bankruptcy or insolvency laws, or is adjudicated bankrupt or insolvent, or in the event that a receiver is appointed for all or substantially all of its property; (ii) the other party defaults in the performance of any of its payment obligations hereunder and fails to correct such default within thirty (30) days of its receipt of written notice thereof; or (iii) the other party defaults in the performance of any of its other material obligations hereunder and fails to correct such default within thirty (30) days of its receipt of written notice thereof, provided that if such default is capable of being cured, such cure period shall be extended as long as such defaulting party exercises its commercially reasonable best efforts to cure such default.

If this Agreement is terminated pursuant to this paragraph "TERMINATION" by default of CUSTOMER, CUSTOMER shall compensate AIM for non-returnable or special order components for equipment, hardware, software or other products ordered on behalf of or purchased by CUSTOMER hereunder and cancellation charges paid by AIM to various suppliers or sub-manufacturers or subcontractor of such components. CUSTOMER shall pay to AIM for all portions of completed products in the amount acceptable to AIM, which will be determined by the normal business practices of AIM. CUSTOMER shall pay to AIM said costs within thirty (30) days of its receipt of notice of said costs from AIM. All reasonable legal fees and expenses incurred by AIM relating to CUSTOMER'S default shall be paid for CUSTOMER.

All rights and remedies provided for in this paragraph "TERMINATION" shall not be exclusive and are in addition to any other rights and remedies provided by law or otherwise. In the event of any termination by default of the customer, AIM may stop all work being performed pursuant to this Agreement, in an effort to incur no further direct costs.

Upon termination of this Agreement, all rights and obligations of the parties hereto under this Agreement shall immediately cease and terminate, except for the rights and obligations under the following paragraphs which shall survive such termination: (i) “PATENTS”, (ii) “CONFIDENTIALITY”, (iii) “INJUNCTIVE RELIEF”, (iv) “INDEMNIFICATION”, (v) “LIMITATION OF LIABILITY”, (vi) “TERMINATION”, and (vii) “CLAIMS AND DISPUTES”.

Claims and Disputes

All irresolvable claims, disputes and other matters in question between AIM and CUSTOMER arising out of or relating to this Agreement or breach hereof shall be decided exclusively by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association; provided, that such arbitration shall be conducted in the city of the home office of the party defending such claims. The award rendered or determination made by the arbitrators appointed pursuant to such rules shall be final, binding and conclusive on the parties hereto, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Patents

CUSTOMER shall indemnify and save AIM harmless from claims of infringement of U.S. and foreign patents resulting from AIM’ compliance with design or specifications furnished by CUSTOMER.

Intellectual Property Protection

Except as expressly set forth herein or in the Software License Agreements, no license or right is granted to any AIM inventions, software, technology or the intellectual property therein. All improvements, modifications, and derivations of AIM’ technology and all inventions and discoveries developed by AIM in the course of performing hereunder shall belong exclusively to AIM.

Confidentiality

Definitions: For the purposes of this paragraph “CONFIDENTIALITY”, the following terms shall have the meanings assigned to them below:

“Confidential Information” shall mean any and all proprietary business information of the disclosing party or its affiliates that is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy that does not constitute a Trade Secret, including, without limitation, any and all proprietary information of the disclosing party or its affiliates of which the receiving party becomes aware as a result of the receiving party’s access to and presence at the disclosing party’s facilities.

“Proprietary Information” shall mean collectively the Confidential Information and the Trade Secrets. “Proprietary Information” also includes information that has been disclosed to a party (or any of its affiliates) by a third party that such party (or any of its affiliates) is obligated to treat as confidential or secret.

"Trade Secrets" shall mean information related to the products, services or business of the disclosing party or its affiliates that (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, If the criteria in clauses (a) and (b) above are met, "Trade Secrets" include, but are not limited to, technical and non-technical data, formulas, patterns, designs, compilations, computer programs and software, devices, inventions, methods, techniques, drawings, processes, financial plans, product plans, lists of actual or potential customers and suppliers, research, development, existing and future products, the existence, nature and details of the relationship between the parties hereto, and employees of the disclosing party and its affiliates.

Confidentiality Covenant: Each party hereto (a) must use the same care and discretion (but in no event less than reasonable care and discretion) to protect and prevent disclosures of the Proprietary Information as it employs with similar information of its own; and (b) must not use, reproduce, distribute or disclose the Proprietary Information except as authorized by the disclosing party to perform under this Agreement.

Permitted Disclosure: Disclosures of the Proprietary Information of the disclosing party may be made only to employees, agents or independent contractors of the receiving party who are directly involved in performing under the Agreement, have a specific need to know such information, and have obligated themselves to hold the Proprietary Information in confidence and otherwise to comply with the terms of this paragraph "CONFIDENTIALITY". Each party hereto agrees to diligently monitor each such employee, agent or independent contractor and, upon request by the other party, promptly to furnish to the other party a list of the receiving party's employees, agents and independent contractors having had access to such Proprietary Information.

Return of Proprietary Information: Within thirty (30) days following the receipt of a written request from the disclosing party, the receiving party must deliver to the disclosing party, or destroy at the direction of the disclosing party, all tangible materials and electronic files containing or embodying the Proprietary Information.

Duration: The covenants of confidentiality set forth in this paragraph "CONFIDENTIALITY" (a) will apply after the Effective Date to any Proprietary Information disclosed to the receiving party before and after the Effective Date and (b) will continue and must be maintained from the Effective Date through the termination of this Agreement and (i) with respect to Trade Secrets, at any and all times after the termination of this Agreement during which such Trade Secrets retain their status as such under applicable law; and (ii) with respect to Confidential Information, for a period equal to the shorter of two (2) years after termination of this Agreement or until such Confidential Information no longer qualifies as confidential under applicable law.

Injunctive Relief

By virtue of the duties, responsibilities and special knowledge of the affairs and operations of each party hereto that the other party hereto will have as a result of the parties' relationship under this Agreement, great loss and irreparable damage would be suffered by such party if the other party should breach or violate any of the covenants and agreements set forth in paragraphs "CONFIDENTIALITY". The parties agree that each such covenant and agreement is reasonably necessary to protect and preserve the interests of the parties, and that, therefore, in addition to all of the remedies provided at law or in equity, each party will be entitled to a temporary restraining order and a permanent injunction to prevent a breach of the other party of any of such covenants or agreements.

Indemnification

Each party hereto must defend the other party from any action, cause of action or proceeding alleging damage to property or personal injury (including death) caused by (a) any unauthorized act or omission of such party that may be determined to be binding on the other party; or (b) the negligent, reckless or willful misconduct or omission of the indemnifying party or its employees, agents or independent contractors; and indemnify and hold it harmless against any liability, damages, amounts paid in settlement, cost or expense of litigation (including without limitation reasonable attorneys' fees incurred prior to the indemnifying party's assumption of defense) arising out of any such action, cause of action or proceeding; provided, however, that the foregoing indemnification will not apply to any loss, liability, damage, action, cause of action, cost or expense resulting solely from the negligence, recklessness or willful misconduct of the other party provided the preceding obligations of indemnity and defense are contingent upon the following conditions being met: the party seeking indemnity must (i) provide prompt notice of the claim or cause of action to the other party; (ii) allow the other party full control over the defense or settlement of the claim and (iii) cooperate fully in such defense. No settlement shall be binding upon a party without its consent to the extent it requires such party to take or refrain from taking any action other than the payment of money damages.

Limitation of Liability

In no event shall aim's liability to customer hereunder ever exceed the purchase price paid to aim. neither party hereto shall be liable for any indirect, special, incidental, punitive, contingent or consequential damages arising out of this agreement, including lost production, lost profits, loss of customers or business reputation, even if the other party has been advised on the possibility of such damages.

Severability

If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect for any reason under applicable law, they are to that extent deemed omitted from this Agreement. The invalidity of any provision of this Agreement shall not render any other provision hereto invalid.

Applicable Laws

This Agreement and all rights of the parties under this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of laws thereof.

Waiver

No consent or waiver, express or implied, by any party to this Agreement to or of any breach or default by the other party to this Agreement in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this Agreement. Failure on the part of any party to this Agreement to complain of any act or failure to act of any other party to this Agreement or to declare such other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of the rights thereof under this Agreement.

Notice

Any notice by either party hereof to the other shall be in writing and shall be deemed to be duly given and received (a) on the date delivered, if sent by hand delivery, (b) on the date received, if sent by certified U.S. mail, return receipt requested, Federal Express or another nationally recognized express carrier as shown on the signed receipt, or (c) on the date received, if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of each facsimile is promptly sent by first class mail, and in each case to each party at the addresses or fax numbers specified on the signature page of this Agreement below.

IN WITNESS WHEREOF, of parties hereto has executed this Agreement by the signatures of their respective duly authorized officers or representatives as of the day and year written below.

CUSTOMER:

_____	**AMERICA IN MOTION INC.**
Company	
_____	_____
Authorised Representative	Authorised Representative
_____	_____
Title	Title
_____	_____
Date	Date
Company Mailing Address:	**Company Mailing Address:**
_____	8026 Tower Point Road
_____	Charlotte
_____	North Carolina 28227
Fax Number:_____	(704) 246 3941