

VirTra

V-100®

The V-100® is a portable, one-screen virtual small arms training solution that translates into real-world survival skills.

“ It allows for those mistakes to happen and get corrected before they are a problem for the agencies that we train for, and really that’s a huge piece of why we implemented this. We want to improve the training in a way that’s going to allow for those better choices down the road. ”

Todd Brophy, Washington State Criminal Justice Academy

“ The VirTra simulator allows Marksmanship and realistic scenario-based training to take place on a daily basis without the need for a shooting range, protective equipment, role players, safety officers or a scenario-based training site. ”

Officer Yong Lee, Instructor & Firearms Training Coordinator, Bellevue, WA





VirTra

V-100®

SYSTEM CAPABILITIES

MULTIPLE RANGE ENVIRONMENTS

Choose from a variety of environments, weather, wind speeds, shooting positions and more.

REAL WORLD BALLISTICS

Capable of replicating live fire and shooting distances up to 2,000m. Ballistics calculator is independently verified with .02 milliradians accuracy.

VIDEO AUTHORING

Equipped with video authoring abilities that allows the end user to create customized scenarios.

TRAINING CONTENT LIBRARY

Multiple training points for objective-based learning.

HIGH QUALITY

Scenarios are filmed in high fidelity – including 4K and above – with real actors for maximum training immersion.

COURSEWARE

Includes: Active Shooters, De-Escalation, Emotionally Disturbed Person (EDP), High-Risk Entries and Skill Drills.

DEBRIEF/AAR CAPABILITY

Identify events, shot sequence and hit/miss placements down to one-hundredths of a second.

BUILT BY EXPERTS

Built by VirTra SMEs and external industry experts with a combined 300+ years of experience.

FOLLOW US ON



7970 S. Kyrene Rd. Tempe, AZ 85284 USA
800.455.8746 | 480.968.1488 | sales@virtra.com | VirTra.com

Tuell, Susan

From: Nelmes, Karen
Sent: Monday, December 12, 2022 1:32 PM
To: Tuell, Susan
Subject: FW: Virtra
Attachments: Sole Source of Virtra Training Module.pdf

For you as well.

Regards,

Karen Nelmes, CPPB, NIGP-CPP
Director of Procurement
City of Lake City
205 N. Marion Ave.
Lake City, FL 32055
Phone: (386) 719-5818
Fax: (386) 755-6112
nelmesk@lcfla.com

Warehouse Hours of Operation: Monday through Friday 7:30am to 12:00pm and 12:30pm to 3:30pm

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.



From: Nelmes, Karen
Sent: Monday, December 12, 2022 1:31 PM
To: Butler, Gerald <ButlerG@lcfla.com>; 'Andy Miles (MilesA@lcfla.com)' <MilesA@lcfla.com>
Cc: Dyal, Paul <DyalP@lcfla.com>; Sikes, Audrey <SikesA@lcfla.com>; Bruner, Joyce <BrunerJ@lcfla.com>
Subject: Virtra

Chiefs

Mr. Dyal would like to put this on the consent agenda since this is currently over the bid threshold. PD would like to sole source this purchase of Virtra Training.

This company has developed and has patent on Threat-Fire device. They are the only simulator company that can produce and sell using any device using electronic impulses to simulate consequences during screen-based simulation training.

Virtra is also the only company that can produce or sell a specially triggered training cartridge for the Taser line of products by Axon.

Virtra is the only company in the U.S. that can produce and sell a special designed kit that affordably converts a live firearm into a safe and reliable training tool.

Please see the attached documentation.

Regards,

Karen Nelmes, CPPB, NIQP-CPP
Director of Procurement
City of Lake City
205 N. Marion Ave.
Lake City, FL 32055
Phone: (386) 719-5818
Fax: (386) 755-6112
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REQUEST FOR SOLE SOURCE

TO: Procurement Department

FROM: Andy Miles / Police.
Name of Department Head Department/Division

SUBJECT: Sole Source Request for the purchase of:
Virtra Training Modules

REQUESTED SUPPLIER:

This is a sole source because:

- sole provider of a licensed or patented good or service
sole provider of items that are compatible with existing equipment,
sole provider of goods and services for which there is a established standard
sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail in attachment).

What necessary features does this vendor/manufacture provide which are not available from other vendors/manufacturers? Please be specific.

Internet research was done found Virtra was sole sourced in other agencies + could not find reference to others

What steps were taken to verify that these features are not available elsewhere? like it.

Signature Date

Procurement Department Approved () Denied ()

If denied, Reason:

Signature Date



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August 2022

For the purposes of creating a sole source justification for VirTra Inc's line of simulators, specifically the VirTra V-100-LE: the following details regarding interconnected and specific applications should be considered:

VirTra has been developing and producing a proprietary simulation system and software using multiple screens and real video for small arms and use of force training since 2001. Based upon our research, VirTra is the only manufacturer of firearms simulation equipment and proprietary software to incorporate real and interactive video seamlessly displayed and fully interactive across all screens at the same time. Video based characters and laser tracking equipment can be engaged and detected on each of the screens of the simulator at the same time or in series of events that trigger others to occur on different screens.

In addition, VirTra invented the **Threat-Fire™** Device and is the only manufacturer of this equipment throughout the world. VirTra has been awarded a **US Patents (#8,016,594, #8,267,691)** for the Threat-Fire device and is the only simulator company that can produce or sell any device using electronic impulses to simulate consequences during screen-based simulation training. The Threat Fire device can be added to any and all VirTra simulators after the initial purchase and at a later date.

VirTra has been awarded **US Patent #10,438,503**, which relates to VirTra's TASER® cartridge kits. VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies. The patent covers VirTra's proprietary method of reliably triggering the training device based on the unique acoustic sound produced by a TASER Conducted Energy Weapon's (CEW) electrical arc. This innovation allows trainees to deploy the cartridges from a real TASER CEW during simulation training and avoid high-voltage feedback. It also allows trainees to practice with a TASER CEW's "ARC" and/or "Re-ARC" functions, which increases the realism of each training session. By using a live CEW while training in VirTra's simulators, trainees are able to improve their technique and develop proper habits that carry into real world situations. The patent applies to both legacy units and the latest multi-cartridge systems used for the TASER X2 and TASER 7 weapons.

"TASER CEWs have been classified as 'less-lethal' devices, and as such, require the same type of high quality, judgmental use-of-force simulation training as lethal devices like firearms," said Lon Bartel Director of Training and Curriculum at VirTra. "By combining live TASER CEW and VirTra training cartridges with VirTra's simulators and library of content, trainees have an opportunity to develop critical decision-making skills when under stress as well as further develop safe weapon handling by practicing the removal and replacement of cartridges during simulations that escalate "

VirTra has been awarded **US Patent #10,436,539**, which relates to mechanical malfunction of real firearms used in simulation training. VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism. This patent addresses the growing need to safely, affordably, and accurately reproduce the intricacies of real firearms for training purposes. Patent 10,436,539 expands VirTra's growing library of intellectual property related to affordably converting real firearms (whether pistol or rifle) into suitable training tools that can be used in realistic simulation training without the expense or hassle of modifying the original firearm

VirTra has created a proprietary software package called **V-Author™**. The V-Author software allows for the creation of unique training content that can only be used on the VirTra line of simulation equipment. The V-Author software is the only known software allowing for the creation and display of real video-based assets on multiple, seamless screens where all are interactive. V-Author software and scenarios can be added to any and all VirTra simulators after the initial purchase and at a later date as requested by the customer.

VirTra's - Virtual Interactive Coursework Training Academy™ (**V-VICTA**)- delivers a program specifically for law enforcement departments that are designed to Teach, Train, Test and Sustain from an all-in-one solution. This program provides a nationally recognized certified curriculum and interactive virtual coursework that was developed exclusively with nationally recognized partnerships. Combined with VirTra's simulators, V-VICTA provides law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students that is not available anywhere else.

For over 25 years, VirTra has been an interactive partner for de-escalation, active shooter, judgmental use of force, situational awareness and firearms training for law enforcement, military, and educational markets. With V-VICTA™, we've developed an easy turn-key training program to provide and support law enforcement training programs in an efficient and cost-effective manner.

VirTra has ensured the integration of what the leading science discovers about Simulation and adult learning is woven into all of our material to help maximize the effects of training time and increase abilities learned in the scenarios. Please contact us for information about how to integrate V-VICTA into your department's training environment.

As of the date of this letter, VirTra's V-VICTA includes the following nationally certified courses with the V-100-LE product:

Contact & Cover Concepts: 18119-1807

Human Factors in Force Encounters: 18120-1808

Injured Officer Handgun Manipulation: 18122-1808

Tourniquet Application under Threat: 18123-1809

Taser Targeting: 18126-1809

High Risk Vehicle Stop: Communication to Custody: 18171-1901

Active Threat/Active Killer (ATAK): Basic Principles-(Module 1): 19216 - 1910

Weapon Transitions: 20228-2003

Tourniquet Application Under Threat II: 20227-2002

The Advanced Training Certification Course (ATCC) course includes the following accreditation:

Simulation Science: Foundations of Simulated Event Module 1: 19172-1901

Gap Analysis and Troubleshooting: 19175-1904

Fundamentals of V-Marksmanship: 19176-1907

VirTra Advanced V-Marksmanship: 19185-1906

In summary:

- VirTra Simulators have the exclusive ability to simulate return fire and consequences, with our patented **Threat-Fire™** device, delivering electrical impulses to the trainee.
- VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies.
- VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism
- VirTra Simulators seamlessly display real and completely interactive video across all multiple and interconnected screens.
- VirTra Simulators use an automatic 'table top' refill station with a **liquid compression pump** to recharge the liquid CO2 propellant used in the tether-less recoil systems. The refill station uses Adapter Plates custom made to fit specific magazines.
- The VirTra **V-Author™** scenario software can only be used on VirTra Simulators.
- The VirTra **V-VICTA™** coursework offers over 60 hours of nationally approved and certified training curriculum.
- VirTra Inc. is the only manufacturer of simulation equipment that offers an **Upgrade Path**.

VirTra is the only responsive and responsible source for the above-mentioned equipment and capabilities as they relate to incorporation with the VirTra V-100-LE equipment. This statement is supported by market research and exclusively fulfills the needs of the purchaser. VirTra Systems is the only manufacturer and directly offers the patented **Threat-Fire™**, the patented VirTra TASER® cartridge kits and mechanical malfunction kit for use in real firearms, **V-Author™** scenario software, **V-VICTA™** coursework and other products referenced in herein.

Tom Cameron

Thomas Cameron

Southeast Regional Sales Manager

VirTra

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Account Name	Lake City Police Department	Created Date	12/1/2022
Contact Name	Andy Miles	Quote Number	00007225
Phone	(386) 758-5421 📞	Expiration Date	12/30/2022
Email	milesa@lcfldpd.com		
Ship To Name	Lake City Police Department	Prepared By	Tom Cameron
		Phone	(480) 968-1488 📞
		Email	tcameron@virtra.com

Notes: Please let me know if you are tax exempt

Product Code	Product	Product Description	Sales Price	Quantity	Discount	Total Price
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	\$0.00	1.00		\$0.00
V-100LE-1	VirTra 100 LE (w/ 1 year warranty)	Includes projector, shot tracking equipment, low light kit, scenario authoring software, collapsible screen, laptop computer and a hard case for easy transport. One year warranty and support services included.	\$18,183.77	1.00	10.00%	\$16,365.39
V-100-INSTL	VirTra 100 Installation/Training	VirTra Installation and Training for one (1) V-100 System. Includes all travel and expenses in the CONUS.	\$3,031.60	1.00		\$3,031.60
SP-V100-A	Service Plan - V-100® - Annual	Additional year annual service agreement to include telephone support, remote assistance, labor, parts, emergency travel, software updates, and overnight shipping.	\$3,600.00	1.00		\$3,600.00
VTRK-SWMP	VirTra Tetherless-Smith & Wesson M&P	Micro-switch activated tetherless handgun recoil kit for Smith & Wesson M&P- 9 mm, .40 caliber, 1.0 or 2.0 variants. Customer to specify type. Includes one magazine. (All recoil kits convert real firearms which must be supplied by the customer).	\$4,844.73	2.00	10.00%	\$8,720.51
VTRK-SWMP-MAG	VirTra Tetherless-Smith & Wesson M&P-Magazine	Additional magazine for use with the VTRK-SWMP recoil kits.	\$642.47	2.00		\$1,284.94
		VirTra engineered tetherless rifle recoil kit for AR15, M4 and M16. Includes internal laser and				

VirTra

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V-M4-RK	VirTra Engineered Tetherless M4 Kit	one double sealed standard magazine (V-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)	\$5,280.81	1.00	10.00%	\$4,752.73
V-M4-SM	VirTra Tetherless-Standard M4 Magazine	VirTra engineered, refillable, double seal, standard magazine. One refill station (VWSA-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	\$980.50	2.00		\$1,961.00
VLSI-SHG	Laser Insert-Shotgun	Non-eject shotgun laser insert for all 12 gauge pump action shotguns. Please contact us to confirm weapon compatibility.	\$699.60	1.00		\$699.60
VNLW-OCC-MK3	OC Canister-MK3	Laser-based MK3 model OC training device.	\$2,273.70	2.00		\$4,547.40
V-T7-12/3.5	(PRE ORDER ONLY) TASER® 7 Simulation Cartridge Package B	(PRE ORDER ONLY) TASER 7® simulation cartridge package B: Simulates close quarter (12 deg.) and standoff (3.5 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 device. Includes one USB charging cable.	\$3,438.53	1.00		\$3,438.53
V-TF	V-Threat-Fire	VirTra's patented V-Threat-Fire™ return-fire-simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$3,831.90	1.00		\$3,831.90
VWSA-RFC	CO2 Refill Table Clamp	Refill nozzle, braided hose and table clamp to refill CO2 gas from a CO2 tank using CGA320 thread.	\$1,043.57	1.00		\$1,043.57
TID	Trade-In Discount	One time system trade-in credit to be applied upon invoice. Product return shipping charges responsibility of customer.	(\$10,000.00)	1.00		(\$10,000.00)
Subtotal						\$46,592.58
Discount						7.12%
Total Price						\$43,277.17
S&H						\$1,000.00
Grand Total						\$44,277.18

Sales Terms and Conditions for Direct Sales to End Users/Buyer Effective as of August 13, 2020 (supersedes all prior versions)

Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services "Goods and Services" means the articles, products, accessories and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

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

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

Restocking Fees. In Seller's sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer's order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

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

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

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

Shipping; Title; Risk of Loss. Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

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

Not For Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

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

Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

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

Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra and that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any

portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications

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

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

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

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

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

Governing Law: Jurisdiction and Venue. The laws of the State of Arizona, USA govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to these T&C and the associated transactions.

Exclusions and Limitations; Release. To the extent permitted by law, Seller's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third-party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party

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

Signature: _____

Printed Name: Pavil Dyal

Date: 12/07/22

-SELECT PAYMENT METHOD-

_____ Credit Card: include contact information only
(subject to limits)

_____ Purchase Order:

_____ Check:

_____ Other (please specify):