### Fire · EMS · Law Enforcement · Government



# RESIDENTIAL KNOX PRODUCT AUTHORIZATION JANUARY 1, 2024



**EFFECTIVE** 

	KNOX®
--	-------

CITY

When seconds matter* 800.566.9269 • orders@knoxbo	ox.com • Fax: 623.687.2290 • <b>knoxb</b>	ox.com 24R 021866
SECTION 1		NEED RUSH SHIPPING?
RESIDENT NAME (OR COMPANY ORDERING)	OF	DER DATE (MM/DD/YY) Call 800.566.9269 for rates.
		OFFICE USE ONLY
CTPEET	CUITE	/ BUILDING
STREET	30112	REC'D
CITY, STATE, ZIP CODE		Email completed form to:
		Orders@KnoxBox.com
CONTACT NAME (IF OTHER THAN RESIDENT)	P.O. NUMBER (GOV.	or mail to:  KNOX COMPANY
		1601 W. Deer Valley Rd
PHONE NUMBER EMAIL ADDRESS		Phoenix, AZ 85027
		Payment info must be included.
SECTION 2 AUTHORIZED FIRE DEPAR		E: Knox Master Keys are provided to authorized
OFFICIAL USE ONLY SIGNATURE REQUIRI		egistered entities on an as needed basis solely for Rapid Access System. No other use of the Knox
Incomplete orders will not be pro		eir associated codes is authorized or permitted.
SIGNATURE REQUIRED	Knox Master Keys	and Key Codes associated with Knox Master Keys
Miami Valley Fire Dist		in the exclusive property of the Knox Company. ted with the Knox Master Keys and Keyways are
2710 Lyons Rd	maintained by the l	Knox Company. For questions regarding this policy,
Miamisburg, OH 45342,3720	contact Knox at 80	00-566-9269.
1 DA LA	AUTHORIZED	AGENCY SIGNATURE REQUIRED FOR
1000 190	AL	L SUB-MASTER PRODUCTS
Fire Department/Authorized Jency Signature and Date Clearly Prin	tt Authorized Name ☐ Check here t	o Sub-Master
		.00 per keyed item.
System Code		Authorized Agency Signature
SECTION 3 PAYMENT SECTION	0 ORDER ENTRY	See attached product sheet)
SECTION 3 PAYMENT SECTION INFORMATION REQUIRED		See attached product sheet)
	PRODUCTS ARE FOR RE	
INFORMATION REQUIRED  ☐ Make Checks payable to: Quantity		
INFORMATION REQUIRED	PRODUCTS ARE FOR RE	SIDENTIAL USE ONLY!
INFORMATION REQUIRED  ☐ Make Checks payable to: Quantity	PRODUCTS ARE FOR REMARKS Model # Weight Ea.	Price Ea. Extended Price \$
☐ Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  ☐ Quantity	PRODUCTS ARE FOR RE	SIDENTIAL USE ONLY! Price Ea. Extended Price
INFORMATION REQUIRED  ☐ Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)	PRODUCTS ARE FOR REMARKS Model # Weight Ea.	Price Ea. Extended Price  \$
☐ Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  ☐ Quantity	PRODUCTS ARE FOR REMAINS Model # Weight Ea. \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  SIDENTIAL USE ONLY!  Extended Price  Sub-Master Fee \$
INFORMATION REQUIRED  ☐ Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)	PRODUCTS ARE FOR REMAINS Model # Weight Ea. \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and c
INFORMATION REQUIRED  ☐ Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee \$  (if required, \$700 ea.)  Shipping and \$  Handling
INFORMATION REQUIRED  Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$ Handling  Subtotal \$
INFORMATION REQUIRED  Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$ Handling  Subtotal \$ OH TAX Required
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and Handling  Subtotal \$ OH TAX Required Sales Tax \$
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  INSTALLATION ADDRESS - REQUI	PRODUCTS ARE FOR REMAINS Model # Weight Ea.  Substituting the second with the second s	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$ Handling  Subtotal \$ OH TAX Required Sales Tax \$ Pre-Payment Total \$
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD	PRODUCTS ARE FOR REMAINS Model # Weight Ea.  Substituting the second with the second s	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$ Handling  Subtotal \$ OH TAX Required Sales Tax \$ Pre-Payment Total \$
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  INSTALLATION ADDRESS - REQUI	PRODUCTS ARE FOR REMAINS Model # Weight Ea.  Substituting the second with the second s	Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  INSTALLATION ADDRESS - REQUI	PRODUCTS ARE FOR REMAINS Model # Weight Ea.  Substituting the second with the second s	Sub-Master Fee (if required, \$7.00 ea.)  Shipping and Handling  Subtotal \$ OH TAX Required Sales Tax \$ Pre-Payment Total  GROUND SHIPPING & HANDLING
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  SECTION 5 INSTALLATION ADDRESS - REQUI	PRODUCTS ARE FOR REMAINS Model # Weight Ea.  Substituting the second with the second s	Sub-Master Fee (if required, \$7.00 ea.)  Shipping and Handling  Subtotal \$OH TAX Required Sales Tax \$Pre-Payment Total  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weight
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  SECTION 5 INSTALLATION ADDRESS - REQUI	PRODUCTS ARE FOR REMAINS Model # Weight Ea.  Substituting the second with the second s	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$ Handling  Subtotal \$ OH TAX Required Sales Tax \$ Pre-Payment \$ Total  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weight 8 lb to 16 lb \$34.00 31lb+ and also for all A
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  SECTION 5 INSTALLATION ADDRESS - REQUI	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$ Handling  Subtotal \$ OH TAX Required Sales Tax \$ Pre-Payment \$ Total  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weight 8 lb to 16 lb \$34.00 31lb+ and also for all A
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  SECTION 5 INSTALLATION ADDRESS - REQUI	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$ Handling  Subtotal \$ OH TAX Required Sales Tax \$ Pre-Payment \$ Total  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weight 8 lb to 16 lb \$34.00 31lb+ and also for all A
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  SECTION 5 INSTALLATION ADDRESS - REQUI	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$ Handling  Subtotal \$ OH TAX Required Sales Tax \$ Pre-Payment \$ Total  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weight 8 lb to 16 lb \$34.00 31lb+ and also for all A
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ Credit Card Orders can be FAXED or scanned and emailed to: orders@knoxbox.com  Cardholder Signature  RED BY AUTHORIZED AGENCY  TALL ADDRESSES ON A SEPARATE SHEET (REQUIRED BY FIRE DEF	Sub-Master Fee \$ Sibping and \$ Handling \$ Subtotal \$ OH TAX Required \$ Sales Tax \$ Pre-Payment \$ Total \$  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weight 8 lb to 16 lb \$34.00 31lb+ and also for all A 17 lb to 30 lb \$49.00 HI, and Canadian orders
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ Credit Card Orders can be FAXED or scanned and emailed to: orders@knoxbox.com  Cardholder Signature  RED BY AUTHORIZED AGENCY  TALL ADDRESSES ON A SEPARATE SHEET (REQUIRED BY FIRE DEF	Price Ea. Extended Price  Sub-Master Fee \$  Sinpping and \$  Handling  Subtotal \$  OH TAX Required Sales Tax \$  Pre-Payment Total  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weight 8 lb to 16 lb \$34.00 31lb+ and also for all A 17 lb to 30 lb \$49.00 HI, and Canadian orders  PRODUCT USAGE:  A. Residence Type (select one):
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ Credit Card Orders can be FAXED or scanned and emailed to: orders@knoxbox.com  Cardholder Signature  RED BY AUTHORIZED AGENCY  TALL ADDRESSES ON A SEPARATE SHEET (REQUIRED BY FIRE DEF	Sub-Master Fee \$ Shipping and \$ Shipping and \$ Sales Tax \$ Pre-Payment \$ Total \$ Shipping & HANDLING \$ Shipping and \$ Sales Tax \$ Shipping & HANDLING \$ Sales Tax \$ Sales Tax \$ Shipping & HANDLING \$ Sales Tax \$ Sales
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee \$  Sinpping and \$  Handling  Subtotal \$  OH TAX Required Sales Tax \$  Pre-Payment Total  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weight 8 lb to 16 lb \$34.00 31lb+ and also for all A 17 lb to 30 lb \$49.00 HI, and Canadian orders  PRODUCT USAGE:  A. Residence Type (select one):
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  SECTION 5 INSTALLATION ADDRESS - REQUIRED  BUILDING NAME (WHERE ITEM WILL BE INSTALLED) - LIST AND ATTACH ADDITIONAL INST  STREET ADDRESS (NO P.O. BOXES)  CITY  SECTION 6 SHIP TO ADDRESS IS REQUIRED  SHIP TO CONTACT NAME	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and Handling  Subtotal \$ OH TAX Required Sales Tax \$ Pre-Payment \$ Total  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weigh 8 lb to 16 lb \$34.00 31 lb+ and also for all A 17 lb to 30 lb \$49.00 HI, and Canadian orders  PRODUCT USAGE:  A. Residence Type (select one):  Single Family Home
Make Checks payable to: KNOX COMPANY Federal I.D. #95-3617858  EXP. DATE (MM/YY)  CARD NUMBER  NAME ON CARD  BUILDING NAME (WHERE ITEM WILL BE INSTALLED) - LIST AND ATTACH ADDITIONAL INST STREET ADDRESS (NO P.O. BOXES)  CITY  SECTION 6 SHIP TO ADDRESS IS REQUIRED  SHIP TO CONTACT NAME	PRODUCTS ARE FOR RE  Model # Weight Ea.  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Price Ea. Extended Price  Sub-Master Fee (if required, \$7.00 ea.)  Shipping and \$  Handling  Subtotal \$  OH TAX Required  Sales Tax \$  Pre-Payment \$  Total  GROUND SHIPPING & HANDLING  1 lb to 7 lb \$22.00 Call for quote for weight 8 lb to 16 lb \$34.00 31lb+ and also for all A 17 lb to 30 lb \$49.00 HI, and Canadian orders  PRODUCT USAGE:  A. Residence Type (select one):  Single Family Home  Condo/Townhome

STATE

ZIP CODE

Parent(s) / Family Member

## RESIDENTIAL PRODUCT SHEET



#### PRICES (U.S. DOLLARS) EFFECTIVE JANUARY 1, 2024

Pricing and availability subject to change without notice.

## RESIDENTIAL ACCESS NOT SUITABLE FOR COMMERCIAL USE

## KNOX RESIDENTIAL BOX®

Accommodates up to two keys and/or medical card(s) and provides first responders with rapid access to individual residences, while eliminating forced entry damage. For extra security the tamper alert option connects to an alarm system. No monitoring fees. Shipping Weight: 7 lb

Туре	Mount Type	Tamper Alert	Color	Model #	Price
HINGED DOOR	Surface	~	Aluminum	1662	\$437
HINGED DOOR		-	Black	1660	\$413
	186	~	Dark Bronze	1664	\$437
and a second	. 71 . 🔞	3 - 12 (8 %)	Aluminum	1661	\$389
			Black	1658	\$367
		Sa Saz-	Dark Bronze	1663	\$389
	Door Hanger		Aluminum	1667	\$407
			Black	1659	\$383
	-		Dark Bronze	1669	\$407

### KNOX HOMEBOX®

Accommodates one key and provides first responders with rapid access to individual residences, while eliminating forced entry damage. No monitoring fees.

Shipping Weight: 3.2 lb

Туре	Mount Type	Color	Model #	Price
WALL MOUNT	Faceted Backplate	Antique White	1501B1	\$231
-	Standard	Antique White	1501	\$210
DOOR HANGER	Security Door	Antique White	1501SH	\$231
4 2	Standard Door	Antique White	1501DH	\$231

## PERIMETER ACCESS FOR PRIVATE GATE EMERGENCY ACCESS

### KNOX GATE & KEY SWITCH®

Provides emergency access to electric gates in residential communities, parking garages, and industrial areas. Also, serves as an electric override switch to open motorized and roll-up doors.

Shipping Weight: 1 lb

Type (includes stainless steel dust cover)		Model #	Price
8	Key Switch on Mounting Plate	3502	\$172
6	Key Switch	3501	\$140

#### **ORDER TERMS AND CONDITIONS**

NOTICE: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

As used in this Order Terms and Conditions (the "Agreement"), the words "you," "your," and "customer" each mean the person or entity named on the face of this form as the Customer or Buyer. The words "we," "our," and "Knox" each mean Knox Associates, Inc. d/b/a The Knox Company, an Arizona corporation, with a place of business located at 1601 W. Deer Valley Road, Phoenix, Arizona 85027. The words "Equipment" or "Product" mean the products ordered under

- This Order is based upon these terms and conditions of this Agreement. Knox rejects any and all other terms
  and conditions of sale proposed or discussed by the parties in connection with this Order or the resulting
  transaction. This Agreement shall constitute the entire and exclusive contract of sale between you and Knox,
  and any additional or different terms in any purchase order, counteroffers, or wherever contained are objected to and rejected.
- 2. All orders for Products are subject to availability. We reserve the right to reject any order for any reason. We will use all reasonable efforts to deliver Products by a requested delivery date. However, delivery dates are approximate, and we are not liable for delays in delivery for any reason.
- 3. Subject to payment in full, title to purchased Products will pass to you, FOB our shipping dock.
- 4. Before shipping Products to you, we will perform our standard factory inspection and acceptance tests on the unit, and satisfactory completion of inspection will constitute your acceptance of the unit. At your written request, we will certify in writing our completion of inspection tests.
- 5. You shall pay all amounts due according to the payment terms on the face of this form, in United States dollars, delivered to us at the address stated on the invoice or as otherwise required by us. If you fail to pay any charges when due, in addition to such overdue amounts you shall pay a late-payment charge on the unpaid balance equal to the lesser of 1.5 percent per month or the lawful maximum. You have no set-off rights.
- 6. We warrant that Products ordered and subsequently sold to you under this Agreement will conform to our then-current published specifications for the Product and limited to the warranty period specified by Knox for that Product on the date of your order. We reserve the right to make changes to our products and have no obligation to alter previously purchased of your order. We reserve the right to make changes to our products and have no obligation to alter previously purchased products. Our sole obligation to you and your exclusive remedy under this warranty is as follows: a Weill repair or replace without charge Products found to be defective so long as you return the Products to us, freight prepaid, to our service center in Phoenix, Arizona. b) We will not be required to ship a replacement until we have confirmed through our examination that your item is in fact defective. We will pay freight costs to ship any repaired or replacement unit to you. If we are unable within a reasonable time to repair or replace your item, then you will be entitled to the refund of your purchase price. c) Knox hereby confirms that repairs undertaken pursuant to Section 6(a) and 6(b) hereof shall be free from defects in workmanship through the expiration of the original warranty period for such product. d) Any repairs pursuant to Section 6(a) and 6(b) hereof which are undertaken by Knox for products which are outside of the warranty period, shall be free from defects in workmanship and will conform to Knox's exceited in the proof of 90 days. a No remair will be free from defects in workmanship and will conform to Knox's exceited into fix a project of 90 days. a No remair will be free from defects in workmanship and will conform to Knox's exceited into fix a project of 90 days. a No remair will conform to Knox's exceited for the warranty period, shall to Section 6(a) and 6(b) hereof which are undertaken by Knox for products which are outside of the warranty period, shall be free from defects in workmanship and will conform to Knox's specifications for a period of 90 days. e) No repairs will be made to electronic products beyond 10 years from the date of purchase. f) This warranty does not apply to any unit which we determine, in our sole discretion, has been subjected by you or another party to (1) operating or environmental conditions in excess of our written specifications or recommendations; (2) damage, misuse, or neglect; (3) improper installation, repair, modification, or alteration; or (4) use for which it was not intended or designed. This warranty also excludes expendable items, such as lamps, fuses, or other parts which fail from normal use. This is our only warranty for Products. KNOX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR REMEDIES — WHETHER EXPRESS, IMPLIED, OR STATUTORY – INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULLAR PURPOSE. We also disclaim any implied warranty arising out of trade usage or out of a course of dealing or course of performance. And in no event shall our liability exceed the limitations specified in Section 12.

  Volume of the product of the Authorized of the
- You agree that the Knox Product ordered will be used only with the Knox Master Key issued to the Authorized Agency designated on this Order Form.
- You acknowledge that the lock code and lock core in the Knox Product as delivered by the Knox Company may not
- 9. You acknowledge that the lock code and toke core in the short Product is delivered by the Knox Company may not be modified or altered in any manner exceed with the express authorization of the Knox Company.

  9. You acknowledge that if you or any party on whose behalf you are acting alters, modifies or tampers with the Product or takes any action that compromises the Product's ability to be accessed with the Authorized Agency's Master Key, the Knox Company may have the right to demand that the Product be removed from use, and that you infamily and hold the Knox Company harmless from any claims or losses resulting from the such alteration or modification of the Product.
- 10. You acknowledge that all right, title and interest in all patents, copyrights, trademarks, trade dress, trade secrets and other intellectual property embodied within, covering or in any way regarding the Products is owned exclusively by Knox, or its licensor(s), and all rights with regard to such intellectual property are reserved. You represent, warrant and covenant that you will not claim any right, title or interest in, or use, any such intellectual property, including any and all codes to keys, keyways and keywrenches all of which remain exclusively the property of Knox or its licensor(s), and that you will not bring any suit or proceeding in an attempt to invalidate or claim any such intellectual property rights.
- 11. Neither Knox nor you will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control.
- 12. Your exclusive remedies concerning our performance or nonperformance are those expressly stated in this Agreement. Under no circumstances will Knox be liable for procurement costs, lost revenue or profits, loss of data, or for any Under no circumstances will know be liable for procurement costs, lost revenue or proints, loss of data, or ror any other special, incidential, or consequential damages, even if they were foresceable or you have informed us of their potential. And we will not be liable for any damages claimed by you based upon any third-party claim. Our total liability to you for your damages under this Agreement will not exceed the price you paid to us for the unit of Products at issue in your claim. This limitation will apply regardless of the form of action (i.e., whether the lawsuit is in contract or in tort, including negligence.) Because some states do not allow exclusion or limitation of liability for consequential or incidental damages, in such states Knox's entire liability is limited to the full extent permitted by law.
- 13. You shall indemnify and save Knox harmless from all claims, losses, damages, expenses (including reasonable legal fees), and liability resulting from or in any way connected, directly or indirectly, with a breach of your obligations under this Agreement, third party claims, or with the possession, handling, sale or use of the Products or goods made from the Products delivered hereunder.
- 14. You will be invoiced and will pay all sales, use, excise, and other taxes on Products unless exempt under law or you furnish us with a valid resale or exemption certificate. The reporting and payment of all taxes for Products is your sole responsibility. You will also be responsible for all transportation costs, insurance charges, customs duties, and loss or damage settlements. Our prices for Products do not include such taxes or charges; where applicable, they will be added to your total invoice amount. You will not be responsible, however, for taxes levied against us based upon our net income or net worth (franchise taxes).
- 15. If for any reason we are unable to supply the total demand for Products specified herein, we may in our sole discretion distribute our available supply of Products among our customers, and we shall have no obligation to purchase supplies of the goods from third parties to enable us to perform our obligations to you under this Agreement.
- 16. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without resort to conflict of laws rules. Each party irrevocably agrees that any action, suit, or other legal proceeding against them shall be brought in a court of the State of Arizona or in the United States District Court for the State of Arizona. By execution and delivery of this Agreement, each party irrevocably submits to and accepts the jurisdiction of each of such cours and waives any objection (including any objection to venue, enforcement, or grounds of forum non convenient) which might be asserted against the bringing of any such action, suit, or other legal proceeding in such courts. In the event any proceedings are commenced to enforce or construe this invoice, or the goods or services related thereto, then the prevailing party in such proceedings shall be entitled to its reasonable attorney fees thereby incurred. In the event a judgment is entered in such proceedings, it is agreed that said judgment shall provide that the prevailing party shall be entitled to recover all attorney fees reasonably incurred in enforcing said judgment.
- T7. This Agreement represents the entire agreement between us regarding this Order and Products we are to sell to you under it. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. It also supersedes all previous oral or written communications between us regarding its subject matter, and it may not be modified or waived except in writing and signed by an officer or their authorized representative of each party. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of our Agreement.