

1. **Installation:** We shall install the equipment in a workmanlike manner. Installation shall commence on or about the date indicated, and shall continue until complete. The dates herein stated are estimates only, and you acknowledge that certain technical problems may arise with respect to the installation of the aforementioned equipment and, accordingly, we shall not be responsible for any delays caused by unforeseen difficulties or events which occur beyond our control such as fire, labor problems, wars, embargoes, shortage of supplies or materials, unforeseen difficulties in installing the equipment, and without limiting the foregoing any other conditions or causes of similar of different character which are beyond our reasonable control. Concurrently with this agreement we have given you, and you hereby acknowledge receipt of, a copy of the Customer Installation Requirements. Said customer installation requirements and specifications are incorporated herein by reference and form an integral part of the Agreement between the parties.

2. **Title to Equipment:** Title to the equipment shall at all times remain with us until such time as you pay the complete purchase price to us, as specified under terms herein. Accordingly, you agree to take any steps that are reasonable requested by us in order to protect our interest in the equipment.

3. **Warranties:** Except as expressly set forth herein, we warrant that the equipment will be free from defects in material and workmanship for a period of 30 days from the date the equipment is placed in service. This is a limited warranty. Any and all other warranties both expressed and implied by law or otherwise are specifically excluded and disclaimed. Any and all our obligations under the warranty shall be satisfied by us under and pursuant to the terms of our Service Agreement, a copy of which we have provided to you and the receipt of which you acknowledge.

4. **Limitations of Damages:** OUR SOLE LIABILITY UNDER THE WARRANTY CONTAINED HEREIN SHALL BE THE REPAIR AND REPLACEMENT OF ANY DEFECTIVE EQUIPMENT. YOU SHALL NOT CLAIM OR SEEK AND WE SHALL NOT BE LIABLE FOR NOR PAY ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF GOODWILL, AND LOST OPPORTUNITY.

5. It is understood that the specifications and requirements of the equipment and the installation thereof, are based upon the applicable laws, regulations and ordinances in effect as of the date of this agreement. We assume no responsibility whatsoever for any additional requirements imposed by such laws, regulations, and ordinances subsequent to such date.

6. The equipment described herein will at all times by and remain personal property notwithstanding its attachment or affixation to any real estate until the entire purchase price, as set forth, has been paid in full to us.

7. We shall bear the risk of any loss, deterioration or damage to the said equipment until such time as the equipment is completely installed at your place of business as specified herein; provided, however, that you shall be liable for damages for any loss, deterioration or damage to the equipment due to any misuse or neglect to said equipment on your part or on the part of your employees or agents.

8. **Cancellation:** This agreement cannot be cancelled without written agreement by both parties. You understand that we intend to proceed immediately in the performance of this agreement. Should you cancel this agreement you agree to be liable for and to pay us, without our waiving or releasing any other rights we may have, for engineering, installation time and materials, and any monies expended or expenses incurred by us in pursuing this agreement.

9. **Default:** You are in default if:

a. You fail to pay any installment or part of the purchase price when due.

b. You fail to perform or satisfy any duty or obligation under the terms and conditions of this agreement.

c. Any assignment by you for the benefit of creditors, adjudication of insolvency or the admission you you in writing of your inability to pay your debts as they become due.

d. The appointment of a receiver, trustee, or similar official for you or for any of your property

e. The filing by or against you or a petition of bankruptcy or a petition for the arrangement or reorganization or liquidation of you under any federal or stat law.

f. Any action is taken by you preliminary to or in furtherance of any of the foregoing events.

10. **Our Rights upon Default:** in the event you default hereunder, we, at our option, may retain all payments that have been paid and shall have the right to exercise any one or more of the following remedies;

a. To declare the entire amount of the purchase price due and payable.

b. To sue for and recover all monies, and accrued interest on those monies, due to us.

c. To take possession of and remove or disable in place any or all items of equipment without demand or notice wherever the same may be located without any court order or other process of law. You hereby waive any and all damaged occasioned by such removal, and you agree to facilitate our repossession of the equipment.

d. To pursue any other remedy at law or in equity. In the event of default, you shall also be liable to and agree to pay us for all damages which we may sustain by reason of your default including, but not limited to, all reasonable attorney's fees and expenses incurred by us in enforcing the terms of this Agreement or recovering the damage caused by your default.

11. **Interest:** In addition to any other remedies available to us, if you fail to pay any part of the purchase price as herein stated or any other sum required to be paid by you to us when due hereunder, you agree to pay us a \$10.00 late charge plus any interest on the delinquent amount at the rate of 18% per annum from the dates when the payment was due until the date actually paid.

12. **Applicable Law and Venue:** This Agreement is executed in the State of Florida and is to be construed in accordance with the laws of the State of Florida. It is agreed and understood that Pinellas County, Florida is the sole proper venue for and action commenced regarding this Agreement, and that any such action shall be filed and heard in the courts in and for Pinellas County, Florida.

13. **Assignment by Us:** This Agreement and the purchase price or other sum due or to become due hereunder may be transferred or assigned by us without notice, and in such case our transferees or assigns shall have all our rights, powers, privileges, and remedies hereunder.

14. **Assignment by You:** This Agreement cannot be assigned, transferred or pledged by you without our written consent.

15. **Parties Bound:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legatees, personal representatives and assigns.

16. **Representations and Modification:** No promises, representations or warranties have been made by us or relied upon by you other than those specifically stated in this Agreement. THIS AGREEMENT CANNOT BE MODIFIED ORALLY. ANY MODIFICATION TO THE AGREEMENT MUST BE WRITTEN AND SIGNED BY THE PARTY TO BE BOUND OR ITS DULY AUTHORIZED AGENT. PLEASE NOTE THAT ONLY OFFICERS OR OUR CORPORATION ARE AUTHORIZED TO SIGH ON OUR BEHALF

17. **Entire Agreement:** this writing and exhibits incorporated herein by reference are intended by the parties as a final expression of the Agreement and as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms contained herein. Acceptance of or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to made objection.