



**Bonded Lightning Protection Systems, Inc.
Contract - Terms and Conditions**

Protecting People, Property & Assets

AGREEMENT: This contract contains the complete agreement between Purchaser and Bonded Lightning Protection Systems, Inc. ("BLPS"). No terms and conditions other than the terms and conditions contained herein shall be binding upon BLPS unless accepted by, in writing and signed by a BLPS officer. All terms and conditions contained in any prior oral or written communication, including without limitation, writing that is different from or in addition to the terms and conditions herein, are hereby rejected and shall not be binding on BLPS.

TERMS: Terms of payment are net thirty (30) calendar days from invoice date. In the event Purchaser fails to make any payment to BLPS when due, Purchaser's entire account(s) with BLPS shall become immediately due and payable without notice or demand.

FINANCE AND COLLECTION CHARGE: On any late payment, Purchaser agrees to pay interest on the overdue amount at the rate of 1.5% per month or the highest rate permitted by law, whichever is greater. Purchaser agrees to pay BLPS all costs of collection including but not limited to reasonable attorney's fees, collection fees, and court costs incurred by BLPS to collect payments due, including any fees or costs incurred on appeal, if any.

GOVERNING LAW: This transaction shall be governed in all respects by the laws of the State of Florida (including choice of law provisions).

JURISDICTION: Each party hereby irrevocably submits the exclusive jurisdiction of the Courts of the State of Florida and the venue of the courts in Palm Beach County, Florida. Each party agrees that the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Contract, including any claims based upon statute, common law or rule. The parties hereby waive any objection to such forum based upon venue or forum non conveniens grounds.

JURY TRIAL WAIVER: THE UNDERSIGNED WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OR RELATED TO ANY ASPECT OF THE TRANSACTION IN CONNECTION WITH WHICH THIS DOCUMENT IS BEING GIVEN OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH SUCH TRANSACTION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE UNDERSIGNED AND THE UNDERSIGNED ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE UNDERSIGNED FURTHER ACKNOWLEDGES HAVING BEEN REPRESENTED IN CONNECTION WITH THE TRANSACTION WITH RESPECT TO WHICH THIS DOCUMENT IS BEING GIVEN AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED BY THE UNDERSIGNEDS' OWN FREE WILL, AND THAT THE UNDERSIGNED HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THE UNDERSIGNED FURTHER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

WARRANTY: BLPS's labor is guaranteed for one year from the substantial completion date against defects in workmanship. EXCEPT AS OTHERWISE PROVIDED BY THE MANUFACTURER,

ALL PRODUCTS AND SERVICES PROVIDED BY BLPS IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER IMPLIED WARRANTIES ARE HEREBY EXCLUDED, DISCLAIMED AND FOREVER WAIVED AND SHALL NOT APPLY TO THE GOODS OR SERVICES SOLD OR SUPPLIED BY BLPS TO PURCHASER.

FORCE MAJEURE: BLPS assumes no responsibility or liability and will accept no back charge for loss or damage due to delay, including any delay caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of BLPS. Under no circumstances shall BLPS be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

CERTIFICATION: Certification Document will be released upon receiving payment of 100% of the contract amount.

RECOMMENDATIONS BY BLPS: Purchaser acknowledges that BLPS does not make and specifically negates, renounces and disclaims any recommendations, with respect to the installation, maintenance, or the accuracy or reliability of any information, designs or documents furnished to Purchaser. Failure by BLPS to make recommendations or give advice to Purchaser shall not impose any liability upon BLPS.

LIABILITY: In no event shall BLPS be liable to purchaser, agent or employee for lost business profits, incidental, and consequential, special, or indirect damages arising out of the sale, installation or use of the lightning protection system. **UNDER NO CIRCUMSTANCES SHALL BLPS'S LIABILITY TO PURCHASER EXCEED THE CONTRACT PRICE.**

INDEMNIFICATION: BLPS shall not be responsible for any losses or damages sustained by the Purchaser or any other person as a result of improper maintenance.

CANCELLATION: Authorization accepted can be canceled only with BLPS written consent and upon terms, which will protect BLPS from any loss. Terms are if any work has been completed, BLPS has the choice to invoice the work.

TAXES: Unless the Purchaser or Owner is tax exempt, BLPS will pay taxes on material for any sales, excise or other taxes, applicable to the contract. If the project is exempt the Purchaser must provide BLPS with an exemption certification acceptable to the taxing authorities. If BLPS is contracted directly with Owner, Owner is responsible for all taxes for material and labor, which will be added to the purchase price and shall be paid by Owner.

SEVERABILITY: If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof.

SET-OFF: Purchaser shall not be entitled to set-off any amounts due Purchaser by BLPS against any amount due BLPS in connection with this contract.

NON-WAIVER: BLPS's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of BLPS's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future.

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by a BLPS officer.