



**Bonded Lightning Protection Systems, Ltd.
Contract - Terms and Condition**

AGREEMENT: This quotation contains the complete agreement between Purchaser and Bonded Lightning Protection Systems, Ltd. (hereinafter referred to as BLPS), a Texas limited liability partnership. 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, cases where the Purchaser's Purchase Order containing Terms and Conditions is the latest document exchanged between Purchaser and BLPS, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on BLPS. All prior proposals, negotiations and representations, if any, are merged herein.

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: Purchaser agrees to pay a finance charge, at a monthly rate of 1% or the highest rate permitted by law, whichever is less, on past due invoices. 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. BLPS has the option to secure any debt by sending monthly notices on intent to lien on any unpaid invoice to parties involved in the project based on state specific property/construction law.

GOVERNING LAW, ARBITRATION AND LITIGATION: This transaction shall be governed in all respects by the laws of the State of Texas (excluding choice of law provisions). Purchaser agrees that all claims, disputes and other matters in question between BLPS and Purchaser arising out of or relating to this agreement of breach thereof shall be decided, at the sole discretion of BLPS, by arbitration in accordance with the rules of the American Arbitration Association or litigation in the appropriate Texas state court.

JURISDICTION: Purchaser further agrees that venue for any lawsuit and the hearing location for any arbitration shall be Denton County, Texas. Purchaser agrees to pay, in addition to all of the sums due hereunder, any collection cost, reasonable attorney's fees, arbitration expenses and court costs, with respect to any legal action brought by BLPS, due to any breach of any term, covenant or condition of the agreement.

WARRANTY: The installation is guaranteed for one year from substantial completion date against defects in material and workmanship. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS, OR AS OTHERWISE PROVIDED BY THE MANUFACTURER, ALL PRODUCTS AND SERVICES PROVIDED BY BLPS TO THE PURCHASER IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY, WHETHER WRITTEN, ORAL EXPRESS, IMPLIED OR STATUTORY. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES IMPLIED 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, 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.

UL CERTIFICATION: Document will be released upon receiving payment of 90% to 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, 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. Purchaser shall defend, indemnify and hold harmless BLPS and its agents and employees against any loss, damage, (liens, fines, penalties, cost, cause of action), claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Purchaser's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale or installation, either caused by concurrent and/or contributory negligence of Purchaser, BLPS, or any of their agents, employees or suppliers. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, workers compensation acts, disability benefits acts, or other employees benefits acts. The obligations, indemnities and covenants contained in this paragraph shall be carried through the duration of this contract, unless terminated.

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.