

TERMS & CONDITIONS

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PURCHASES WHETHER OR NOT SUCH PURCHASE IS SUBJECT TO A SIGNED PURCHASE ORDER AGREEMENT OR DISTRIBUTION AGREEMENT BETWEEN BOCA FLASHER AND THE PURCHASER.

The following shall govern all orders for Products by Purchaser and sales of Products by BOCA FLASHER Inc., 508 S. Military Trail, Deerfield Beach FL, 33442 USA to Purchaser. BOCA FLASHER Inc. reserves the right to refuse any order for Products by an unauthorized BOCA FLASHER distributor. BOCA FLASHER Inc. shall be referred to herein as the Manufacturer. BOCA FLASHER herein may update the terms from time to time. Ordering Products from Manufacturer constitutes acceptance of the terms set forth herein, as such terms may be updated. Any different, conflicting or additional terms in any purchase order or other writing from Purchaser or in any order acknowledgment or other writing from Manufacturer shall be of no force or effect unless acknowledged and executed by an officer of Manufacturer.

PRICES:

All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "firm" by an officer of Manufacturer, Manufacturer reserves the right to invoice prices in effect at the date of shipment, regardless of any prior quote and regardless of whether notice was received by Purchaser.

ORDERS:

Purchaser shall forward all purchase orders to authorized Boca Flasher representative (where applicable) for delivery to Manufacturer at its head office. No order shall be final until accepted by Manufacturer. Orders shall be deemed accepted unless rejected by Manufacturer in writing within seven (7) days of the date thereof. After acceptance of the Purchaser's order, it shall not be subject to cancellation. All sales are final. No product will be accepted for return and no credit will be allowed on any product returned unless Manufacturer has granted prior written permission. All returns shall be subject to Manufacturer's Products Return Policy, which includes provisions for authorization procedures, packaging, shipment and restocking charges, if applicable.

All orders must be professionally installed according to specifications provided by Manufacturer.

ACCEPTANCE OF ORDERS:

All orders are subject to acceptance by Boca Flasher at its order receipt location and are subject to Boca Flasher's Terms and Conditions. Boca Flasher reserves the right to select its customers and reject any order. Additions to orders are allowed provided the original order has not yet been released to manufacturing. Any other terms proposed by Buyer and/or stated in a customer's purchase order are not allowed unless expressly accepted in writing. Acceptance of any order is subject to availability of product and the ability of Boca Flasher to deliver. Orders will be billed at prices in effect at time of shipment unless otherwise agreed. We reserve the right to refuse to make direct shipments to destinations outside the customer's normal trading area.

HOLD ORDERS:

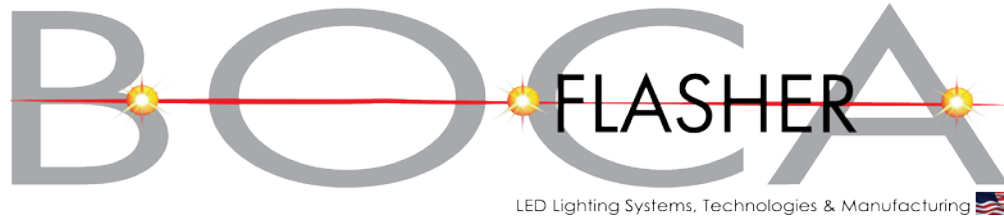
Hold for release orders for a specific job will be provided price protection for 6 months from the date the order is received, with 1% escalation each month thereafter for any part of the order not released, unless otherwise quoted. Boca Flasher must have approved drawings (when necessary) within the six (6) month period and a release for shipment as soon as possible. Production and procurement of components will be withheld until a firm release date is given. Hold for release orders without a specified time period on a quotation will be canceled after one year from date of the order.

DELAY:

Boca Flasher will use reasonable efforts to meet shipment or delivery dates specified by Boca Flasher, but such dates are estimates only. Boca Flasher will not be liable for any delay or non-delivery in shipping for any reason but not limited to delay or non-delivery caused directly or indirectly by Acts of God, fire, flood, strike or lockout or other labor dispute, accident, civil commotion, riot, war, governmental regulation or order, whether or not it later proves to be invalid, or from any other cause or causes (whether or not similar to any of the foregoing) beyond Boca Flasher's control. In no case will Boca Flasher be liable for loss of profits or any indirect, special, incidental, multiple, punitive or consequential damages on account of any delay in delivery or non-delivery whether or not excused hereunder.

SHIPMENT, DELIVERY AND TITLE:

Dates of all shipments are estimated and not guaranteed. All products will be tendered and shipped F.O.B. Manufacturer's plant or Warehouse and may be so tendered in several lots. In the absence of specific instructions, Manufacturer will select the carrier and ship freight prepaid and added to the price of the relevant Product. In cases where Purchaser, for any reason, requests deliveries of Products on a basis that is not in conformity with Manufacturer's standard shipping procedures, Purchaser shall be responsible for all such costs associated with premium freight and any resulting overtime required in order to make deliveries in conformance with Purchaser's required delivery schedule. Manufacturer will not be deemed to assume any liability in connection with any shipment because of the selection of a carrier or its failure to obtain insurance. Title and risk of loss or damage to each of the Products will pass to the Purchaser when delivery is made to the possession of the carrier.



TAXES AND GOVERNMENTAL CHARGES:

Prices do not include any taxes or other governmental charges, including, without limitation, value-added, sales, use or privileges taxes, or excise or similar taxes levied by any government, now or hereafter enacted. In Manufacturer's discretion, any such taxes and charges may be added to the price for any products or may be billed separately. The Purchaser will, in any event, pay all such taxes and charges, on or before their due dates. In the event Manufacturer is required at any time to pay any such tax or charge, the Purchaser will reimburse Manufacturer promptly on demand. If any governmental agency requires Purchaser to withhold any portion of the gross payment due to Manufacturer, then such payment shall be increased by an amount such that the amount actually remitted to Manufacturer is equal to the amount that would have been remitted had their been no such withholding.

TERMS OF PAYMENT:

Unless otherwise stated in Manufacturer's invoice or agreed to by the parties, terms of payment for orders shipped to destinations in the U.S. are as follows:

First time customers shall be required to place a 50% deposit at time of order and remit the remaining 50% prior to factory release of order. Upon establishment of credit worthiness Boca Flasher will extend standard terms of net thirty (30) days from date of invoice. The terms of payment are also subject to review of Purchaser's credit by Manufacturer.

Manufacturer shall have the right, at any time and from time to time, to require pre-payment or an irrevocable letter of credit or other assurance of payment satisfactory to Manufacturer as a condition to acceptance of any order or shipment of any Product. Unless otherwise agreed to by Manufacturer, payment shall be by check to be drawn on Purchaser's corporate account, by wire transfer to Manufacturer's account at a commercial bank Manufacturer shall designate, by use of an authorized credit card or by Manufacturer's draw upon a bank letter of credit satisfactory in form and substance to Manufacturer. The requirement of a letter of credit is standard for shipments outside the U.S. for special products, and for FOB factory orders. All payments by Purchaser shall be made in United States Dollars and shall be paid fully net, without set-off, deduction or counterclaim.

LATE CHARGES; COSTS:

If Purchaser fails to pay any amount due to Manufacturer promptly when due, Manufacturer may recover, in addition to the price of payment, interest thereon at a rate equal to the lesser of 1-1/2% per month and the maximum rate of interest allowable under applicable law and Purchaser shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by Manufacturer in collecting or attempting to collect any and all overdue accounts.

CANCELLATION CHARGES:

Orders may not be canceled unless we are reimbursed for work already performed and/or for special material purchased by our company. If an order is canceled after issuance of factory shop drawings, payment equal to 10% or \$2500 (whichever is less) will be charged. If an order is canceled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the customer.

GRANT OF SECURITY INTEREST:

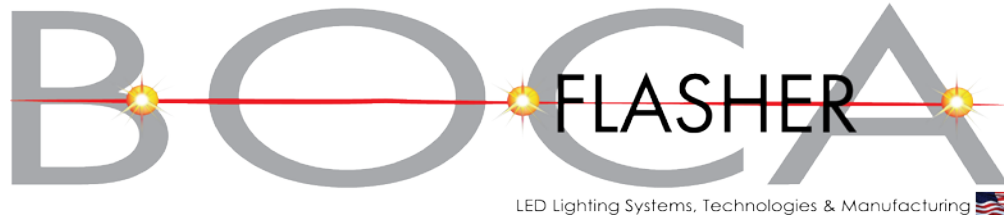
Purchaser hereby grants Manufacturer a security interest in all Products sold to Purchaser hereunder to secure due and punctual payment and performance of all of its obligations hereunder. Purchaser shall execute all financing statements and other documents, and take all other actions, which Manufacturer shall reasonably request to perfect, protect, continue or maintain such security interests.

LIMITED WARRANTY:

Boca Flasher warrants products of its manufacture against defects in material and workmanship for 3 years (orders shipped 2015 and prior) or 5 years (orders shipped 2016 and forward). This is if the product has been installed and operated in accordance with the manufacturer's recommendations. If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Products Return Policy, including without limitation its return authorization provisions, within the applicable warranty period set forth above, and upon examination Manufacturer determines to its satisfaction that such Product was defective in material or workmanship at the time of delivery to the Purchaser, Manufacturer will, at its option, repair or replace the Product or the defective part thereof. If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product.

This warranty is not applicable to any Boca Flasher product that has failed due to abuse, misuse, improper installation, excessive voltages, or alterations to the product that affects, in the manufacturer's judgment, intended use and service. Boca Flasher will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or reinstallation of products requiring service and/or repair; nor the packaging, handling, and shipping to a Boca Flasher Factory; nor for the handling of products returned from the Factory after service or repair. There are no other warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use. This warranty will be void when using or substituting other than all-genuine Boca Flasher system components.

Boca Flasher reserves the rights to discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice. This warranty gives you specific rights and you may have other rights that vary from state to state.



THIRD PARTY WARRANTIES:

With respect to products sold to the Purchaser by Manufacturer but not manufactured by Manufacturer, MANUFACTURER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to the Purchaser, to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product upon the Purchaser's timely written request.

NO IMPLIED WARRANTIES:

THE WARRANTIES GIVEN IN THESE TERMS ARE THE ONLY WARRANTIES GIVEN BY THE MANUFACTURER WITH RESPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF NON INFRINGEMENT AND OF FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S EXCLUSIVE REMEDIES, AND MANUFACTURER'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE THOSE EXPRESSED HEREIN.

LIMITATION OF LIABILITY:

An essential purpose of the limited exclusive liabilities and remedies in this Agreement is allocation of risks between Manufacturer and Purchaser, which allocation of risks is reflected in the purchase price for the Products. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR MANUFACTURER'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

EXPORT; COMPLIANCE WITH LAWS:

Purchaser shall comply with all applicable laws, including, without limitation, the export control laws in effect in the United States, Canada and Europe and applicable regulations which may be issued from time to time concerning the exporting, importing and re-exporting of the Manufacturer's Products and the direct products thereof. Purchaser acknowledges that shipments of the Manufacturer's Products are subject to the export laws of the United States and that such laws could delay or preclude delivery of Manufacturer's Products in the future. Purchaser shall also comply with the United States Foreign Corrupt Practices Act, and shall indemnify the Manufacturer of any failure to comply or violation of such Act by Purchaser. Purchaser shall, at its sole cost and expense, obtain and maintain in effect all permits.

NON-EXCLUSIVE:

Nothing contained within this agreement shall be construed to establish an exclusive relationship between Manufacturer and Purchaser within any territory or within any Product type.

INDEMNIFICATION:

Purchaser shall indemnify, defend and hold harmless Manufacturer and its officers, directors, agents, employees, affiliates, representatives, successors, and assigns from and against all losses, liabilities, costs and expenses (including, without limitation, attorneys' fees) arising out of or in connection with claims by third parties for any loss, damage or injury (including death) caused or alleged to be caused by (a) breach by Purchaser or its employees, partners to whom Purchaser sold Product, contractors, representatives, agents or affiliates, (collectively, "Purchaser Parties") of any obligation herein; (b) negligent use, application, installation or implementation of Product by any of the Purchaser Parties; and/or (c) unless authorized in writing by Manufacturer, modification of Product or integration of Product into other products by any of the Purchaser Parties. Purchaser shall not join, settle or otherwise attempt to affect or dispose of any such claim without Manufacturer's written consent.

MISCELLANEOUS:

Manufacturer and Purchaser are independent contractors and shall not represent themselves as principal and agent or partners. Florida law shall govern this Agreement as if fully performed in Florida and without regard to its conflicts of laws principles. In connection with any dispute hereunder, Manufacturer and Purchaser irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts located in Florida and waive any right to jury trial. Any notice under this Agreement shall be in writing, delivered personally or by facsimile to the address, as the addressee shall have last furnished in writing to the address. Such notice shall be effective upon receipt. The provisions of this Agreement are severable and shall be interpreted so as to be valid and enforceable to the maximum extent possible under applicable law. Any invalid or unenforceable provision shall be reformed or replaced by a valid and enforceable provision that is as similar in meaning as possible, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. The rights granted hereunder are personal to Purchaser, and Purchaser may not assign its rights or delegate its duties, including without limitation, in connection with a merger, consolidation, acquisition, asset sale or similar transaction, without the prior written consent of Manufacturer. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by Purchaser.