

## INSTALLATION AND SALES AGREEMENT

HEREINAFTER, Florida Sound Engineering Company, Inc. is referred to as SELLER and the customer is referred to as CUSTOMER.

1. Equipment warranties shall be the discretion of the respective manufacturers. The installation, or the labor and miscellaneous materials employed to assemble an installed system, shall be warranted for one year after date of installation unless otherwise specified in an addendum signed and dated by both SELLER and CUSTOMER. The installation warranty is restricted to the supply of necessary parts replacements due to bad workmanship or faulty material, but does not include repairs, adjustments or replacements made necessary by fire or water damage or accident to or misuse or abuse of the system.
2. Disclaimer: SELLER shall not be liable for failure or delay in delivery of goods sold occasioned by labor disputes, force majeure, or other causes beyond SELLER'S control; nor for incidental or consequential damages arising from any breach of contract as defined in the uniform commercial code, relative to said sale. There are no other warranties. Claims shall be deemed waived unless made in writing to the SELLER within 10 days of delivery or occurrence of default. There is no warranty of merchantability. For goods which SELLER does not manufacture, the SELLER assigns to the CUSTOMER the right to proceed against the manufacturer under seller's warranties from it and others involved with the goods.
3. CUSTOMER shall pay all expenses and fees for collection or enforcement hereof, including attorney's fees of not less than 25% of CUSTOMER'S account debt, or a reasonable attorneys' fee, whichever is greater, if account is placed with counsel. Service charges accrue on CUSTOMER'S past due account at the rate of 1.5% per month. CUSTOMER hereby submits to the jurisdiction of the Courts of the State of Florida, whose laws shall govern this Agreement.
4. Venue for any action hereon, by any of the parties hereto, or in connection herewith shall be in Duval County, Florida, (except replevin or Mechanics' Lien actions, in which venue is statutory). This Agreement is made pursuant to and shall in all respects be governed by the laws of the State of Florida.
5. CUSTOMER agrees to pay a restocking fee on all authorized returned goods of 15% for most items, although some custom-made products may not be returnable or could have a higher restocking charge from the factory and if so, that charge will be the responsibility of the CUSTOMER.
6. Anyone at the CUSTOMER'S place of business who receives SELLER'S goods or who picks up goods for CUSTOMER, wherever SELLER delivers same or causes same to be delivered, or where CUSTOMER is carrying on a business activity, is conclusively presumed to be the agent of the customer for the receipt of said goods for the customer. The SELLER retains a lien on the goods sold to the CUSTOMER and the proceeds from the sale thereof until the goods are paid for; and the CUSTOMER hereby empowers and appoints the SELLER to sign on behalf of the CUSTOMER a UCC-1 Financing Statement for filing, to perfect SELLER'S lien interest in the goods sold. However, nothing herein shall be construed as a waiver or release of any rights SELLER may have pursuant to applicable Mechanics' Lien laws.
7. The total contract price set forth is limited to the installation of the listed materials and does not include conduit, carpentry, painting, or any work typically performed by other construction trades unless specified otherwise.
8. The CUSTOMER agrees not to interrupt or delay the installation work and the wires shall be run in the most cost-effective manner, unless conduit is provided, and agrees to pay for any additional labor costs which may be caused by any such interruption or delay and for any costs incurred by CUSTOMER requesting uneconomical wire runs.
9. Permission to run wire or conduit outside premises must be secured by CUSTOMER.
10. The CUSTOMER shall be responsible for all loss of or damage to the equipment due to fire, theft, or other causes while the equipment is in the purchaser's premises.
11. The obligation of SELLER under this contract shall at all times be subject to contingencies beyond its control, including but not limited to laws or government regulations, priorities, allocations or the like, acts of God, strikes, labor difficulties, fires, accidents, pandemics, inability to secure materials or labor, war or civil disturbance.
12. This proposal is subject to immediate approval and PRICES ARE GOOD FOR FOURTEEN (14) DAYS ONLY. Stipulation of down payment as outlined in TERMS must be adhered to for equipment price guarantee, otherwise an increase in cost of goods may apply and be passed on to CUSTOMER. If this proposal has not been accepted by potential CUSTOMER and acknowledged by SELLER within ninety (90) days, then this proposal is void.
13. This Agreement is not subject to oral cancellation or change. If oral cancellation or change is claimed, such must be in writing and signed by the parties to be charged, within ten (10) days from the alleged date of change or cancellation, otherwise change or cancellation shall be conclusively deemed as waived.
14. All notices relative hereto must be in writing with proof of delivery by legally recognized commercial carrier or legally acceptable electronic means and shall not take effect until received by SELLER. The rights provided for herein to SELLER are cumulative to all other rights SELLER may have though not provided for herein. THE PERSON SIGNING ON BEHALF OF THE CUSTOMER ALSO SIGNS AS GUARANTOR OF THIS AGREEMENT AND CUSTOMER'S ACCOUNT AND AGREES TO THE TERMS HEREOF.
15. Monthly billings shall be rendered based on work in place on the 25th of the month. SELLER shall reserve the right to stop work for nonpayment within terms upon ten (10) days written notification.
16. Sales Tax amount, if listed, may vary depending on invoicing options, location, and other unforeseen variables. SELLER reserves the right to invoice sales tax as required by law and CUSTOMER agrees to pay as required by law.
17. Any reproduction or transferring of SELLER'S proposal, design, concepts, programming, and/or engineering, to a third party, is strictly prohibited without the prior written consent of SELLER. The documentation or design elements represent a significant labor investment by SELLER and should be treated as intellectual property belonging solely to SELLER.
18. CUSTOMER agrees to SELLER'S [Terms of Use](#) and [Privacy Policy](#) which are available on [floridasound.com](http://floridasound.com).

AGREE