

GENERAL TERMS & CONDITIONS FOR SERVICES BY MAX MACHINE

These General Terms and Conditions for Services ("Conditions") govern the offering, contracting and performance of services ("Services") rendered by **Max Machine & Manufacturing, LLC**, a Florida limited liability company, with a principal address of 13906 Lynmar Boulevard, Tampa, Florida 33626 ("MAX MACHINE"). Either party may terminate this agreement by providing thirty (30) days' prior written notice to the other party.

1. Quotations, Orders, Confirmation & Prices

Quotations made by MAX MACHINE in whatever form are subject to review upon receipt of actual order. Any discrepancy found between provided quotation and actual order will be reviewed with customer before confirmation is provided. Any order placed by you with MAX MACHINE is not binding until accepted by MAX MACHINE in writing (a "Confirmation"). All orders placed by you and all Confirmations, invoices and other communications are subject to these Conditions. Quotations based on estimated services are subject to increase in the event that actual services requested and provided during the specified period are increased or expanded. Prices of MAX MACHINE's Services shall be set forth in the Quotations and verified in each Confirmation.

2. Payment and Your Credit

Unless expressly stated otherwise in a Confirmation, payment for the Services shall be due upon receipt of invoice from MAX MACHINE, to be delivered to MAX MACHINE at the address above, and shall be deemed past due if not received by MAX MACHINE within the term required by MAX MACHINE's invoice. All payments shall be made without any deductions and free of set-off or counterclaim. MAX MACHINE may, without prejudice to any other rights of MAX MACHINE, impose a late payment fee by separate invoice in an amount equal to the greater of ten percent (10%) of the unpaid amount or \$100. Payments shall be applied: (i) first, to any attorney's fees and costs incurred by MAX MACHINE in any collections efforts related to past due amounts, (ii) second, to any late payment fees you owe to MAX MACHINE, (iii) third, to any past due amounts you owe to MAX MACHINE, and (iv) fourth, to the most recent invoice delivered to you.

3. Performance

Unless expressly stated otherwise in a Confirmation, any times or dates for performance of Services by MAX MACHINE are estimates. MAX MACHINE does not guarantee the schedule or number of employees assigned to perform the Services. In no event shall MAX MACHINE be liable to you for any kind of indirect or consequential damages caused by any delay. In the event that you terminate Services, MAX MACHINE shall be entitled to payment for and invoice of such portion of the Services performed, any raw materials or fixtures obtained or processed, and any engineering time expended prior to the date of such termination. This Section 3 shall survive completion of the Services and any termination.

4. Limited Warranty

MAX MACHINE warrants that the Services shall be performed by MAX MACHINE in conformance with the customary professional standards for performance of similar services. This warranty is exclusive. Notwithstanding the foregoing, MAX MACHINE shall not be liable for any losses or damages in connection with any implementation of the Services by you or on your behalf. If and to the extent of a failure of the Services to meet the above standards in your reasonable determination, MAX MACHINE's sole and exclusive liability for such Services shall be to re-perform such portion of the Services that are determined to have been performed defectively. Any claim in this respect shall be waived if it has not been received by MAX MACHINE in writing within sixty (60) days from the date of completion and delivery of the Services. MAX MACHINE HEREBY DISCLAIMS AND YOU HEREBY WAIVE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, CONTRACTUALLY OR OTHERWISE WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PURPOSE.

5. Confidentiality; Injunctive Relief

Each party agrees to protect as confidential all commercial, business and technical data, know-how, estimates, drawings, designs, specifications, and other information obtained, disclosed or furnished in any form by or on behalf of the other party pursuant to these Conditions, including these Conditions, any deliverables and any other work products (collectively "Confidential Information"), except for any such information already available to the general public, independently developed by a party or which can be reasonably shown to have been known by a party prior to the effective date of these Conditions. Neither party will disclose any such Confidential Information to any third party (other than those who have undertaken contractual obligations of confidentiality and limited use, and then only for the Services) without the other party's prior written consent. The parties hereby acknowledge that these terms are reasonably necessary to protect their respective legitimate business interests, are reasonable in scope and duration, and are not unduly restrictive. The parties further agree that a breach of this Section 5 will render irreparable harm to the non-breaching party, and that a remedy at law for such breach shall be inadequate, and the non-breaching party shall therefore be entitled to seek any and all equitable relief available under Florida law, including without limitation injunctive relief. However, an award of injunctive relief shall not preclude either party from seeking damages arising as a result of a breach of these Conditions.

6. Miscellaneous

These Conditions and the performance of the Services are governed by the laws of the State of Florida, excluding any choice of law provisions. Venue for any litigation shall be exclusively in the federal, county and state courts of Hillsborough County, Florida. In the event of a dispute arising under these Conditions or performance of the Services, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any notice or communication required or permitted under these Conditions shall be sufficiently given if delivered in person or by certified mail, return receipt requested, or via electronic mail, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for. If any provision of these Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of MAX MACHINE to enforce any provision of these Conditions shall not be construed as a waiver or limitation of MAX MACHINE's right to subsequently enforce and compel strict compliance with every provision of these Conditions. These Conditions may be executed in two or more counterparts, which together shall constitute a single document.