

RGB ELECTRICAL SERVICES & SUPPLIES, INC.
STANDARD TERMS AND CONDITIONS

1. GENERAL TERMS

1.1 Contract Terms. These terms and conditions (the "Agreement") constitute an integral part and are incorporated into any agreement between RGB and any of its customers, whether oral or written; between RGB and any customer that has executed a purchase order from RGB (a "Purchase Order"); and/or any customer of RGB that has requested and/or accepted labor, equipment, and/or other services from RGB (the "Products"). The terms and conditions set forth in this Agreement shall govern all transactions with RGB and its customers. RGB shall not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by customer in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless RGB specifically agrees to any such provision in a writing executed by a duly authorized RGB representative.

1.2 Acceptance. An order or request for Products from RGB shall be binding on RGB only after execution of a Purchase Order by customer, and the payment of the applicable down payment by customer in clear funds. Acceptance by RGB is expressly made conditional on customer's acceptance of these terms and conditions. Customer shall be deemed to have agreed to the terms and conditions of this Agreement, and waived any objection to this Agreement upon the earliest to occur of any of the following: (i) customer's execution of a RGB Purchase Order, (ii) customer's acceptance of all or any of the Products from RGB, and/or (iii) customer's request and/or proposal for delivery of the Products, whether oral or written.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by RGB, then customer agrees and acknowledges that: (i) customer has made the selection of these products on its own, (ii) such third party products are being acquired by RGB solely at the request of and for the benefit of customer, (iii) no representation, warranty or guarantee has been made by RGB with respect to such third party products except as set forth in this Agreement, (iv) the obligation of customer to pay RGB for all Products is absolute and unconditional, (v) customer will assert no claim whatsoever against RGB with respect to any third party product, and will look solely to the manufacturer, as applicable, regarding any such claims or defects, and (vi) customer will indemnify and hold RGB harmless from and against any and all claims, regardless of the form of action, related to, resulting from, or caused by the third party products or any work or service provided by the manufacturer of such third party products.

2. PRICES; INSPECTION AND TESTS

2.1 Purchase Orders. Unless otherwise agreed to in writing or set forth in the Purchase Order, all prices quoted by RGB are based on U.S. dollars, and exclude the costs of insurance, packaging and shipping. All charges for customary packaging, shipping charges and insurance shall be added to the final invoice. FOB terms are set forth in Section 5.2 hereof. Domestic prices apply only to customers located in, and who will use the Products in, the U.S. International prices apply to all customers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the Purchase Order shall only be valid for thirty (30) days from the date of the Purchase Order.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by customer, RGB shall have the right to deliver any of the Products to storage at customer's sole risk and expense, and all payments due RGB including storage fees shall be due upon delivery.

2.3 Escalation. Unless otherwise agreed to in writing, RGB reserves the right to increase all quoted prices to those in effect at the time of shipment, or in accordance with market conditions.

2.4 Inspection and Tests. The RGB Products are carefully inspected, and, where practicable, submitted to RGB's standard tests prior to shipping and/or installation. All tests and/or inspections requested by customer in the presence of the customer or its representatives shall be additional charges at RGB's rates then in effect and payable by customer within thirty (30) days from the date of invoice. In the event of any delay on the customer's part in attending tests and/or inspections after the customer has received seven (7) days notice that the RGB is ready to perform the tests and/or inspections, the tests and/or inspections will proceed in the customer's absence and the customer hereby agrees to accept and pay for such tests and/or inspections as if they had been performed in the customer's presence.

3. **TAXES** Any sales, use or excise taxes, license or similar fees, which may be imposed upon the sale or use of the Products, or any duty or other import/export charges applicable to the shipment of the Products, shall be in addition to the quoted prices and shall be paid by customer within thirty (30) days after invoice date.

4. TERMS OF PAYMENT; DEFAULT

4.1 Due Date. Unless otherwise set forth in the Purchase Order, RGB's payment terms are as follows: an initial deposit of fifty (50%) percent of the cost for all Products is due upon acceptance and/or execution of a Purchase Order, and the balance is due upon delivery and/or installation of the Products. All amounts payable to RGB shall be in United States dollars, and customer shall pay all such invoiced amounts in lawful money of the United States. Partial shipments shall be invoiced as made and payable by customer within thirty (30) days from the date of invoice. All Products and/or other services provided by RGB and not subject to a Purchase Order shall be billed to customer at RGB's standard rates then in effect, and payable by customer within thirty (30) days from date of invoice.

4.2 Late Payment. A service charge of one and one half (1 ½%) percent per month, not to exceed the maximum rate allowed by law, shall be made on any portion of customer's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure customer's breach or default for late payment. In addition, in the event that customer fails to make any payment to RGB within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with RGB, then RGB shall have no obligation to continue performance under any agreement with customer.

4.3 Payment of Lesser Amount. If customer pays, or RGB otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due RGB. RGB may accept any check or payment in any amount without prejudice to RGB's right to recover the balance of the amount due to or pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. RGB may suspend the performance of any of RGB's obligations to customer until all amounts due and owing to RGB have been paid in full.

4.4 Default. Each of the following shall constitute an event of default under this Agreement: (i) a failure by customer to make any payment due RGB within ten (10) days of receipt of notice of non-payment from RGB; (ii) a failure by customer to perform any other obligation under this Agreement within ten (10) days of receipt of notice from RGB; (iii) a default by customer or any affiliate of customer under any other obligation to or agreement with RGB, or any assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the customer (including any assignment by customer for the benefit of creditors). Upon the occurrence of any event of default, at RGB's election: (a) the entire amount of any indebtedness and obligation due RGB including interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) RGB may suspend the performance of any of RGB's obligations hereunder, including, but not limited to, obligations relating to delivery and warranty services; (c) customer shall put RGB in possession of the Products upon demand; (d) RGB may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of RGB, customer shall assemble the Products and make them available to RGB at a place designated by RGB which is reasonable and convenient to RGB; (f) RGB may sell

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or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of customer due and owing to RGB (customer agrees that a period of ten (10) days from the time notice is sent to customer shall be a reasonable period of notification of sale or other disposition of the Products by or for RGB); (g) if this Agreement or any indebtedness or obligation of customer under this Agreement is referred to an attorney for collection or realization, customer shall pay to RGB all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) customer shall pay any deficiency remaining after collection of or realization by RGB on the Products.

5. DELIVERY; RISK OF LOSS; PACKING

5.1 Delivery Date. All times or dates for delivery shall be calculated from the date of acceptance by RGB of a Purchase Order including the payment of all deposits as required, or from the date of receipt by RGB from the customer of all information, instructions and drawings as shall be necessary to enable the RGB to carry out the delivery of the Products, whichever shall be later. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of a Purchase Order by RGB. RGB shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). All agreements between RGB and its customers shall not be considered time is of the essence agreements for shipping and delivery purposes. Partial shipments may be made by RGB.

5.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon all risk of loss, damage to or destruction of the Products shall pass to customer. Title to all Products shall only pass to customer upon full and complete payment of all amounts due and owing to RGB. All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the customer unless otherwise agreed to in writing by RGB. In the event of any loss or damage to any of the Products during shipment, RGB and customer shall cooperate in making a claim against the carrier.

5.3 Packing. Unless otherwise agreed to in writing, all Products shall be packed in accordance with RGB's standard packing procedures.

7. SECURITY INTEREST; FILING. From the F.O.B. Shipping Point RGB shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by customer and satisfaction of all other obligations of customer hereunder. Customer hereby (i) authorizes RGB to file (and customer shall promptly execute, if requested by RGB) and (ii) irrevocably and coupled with an interest appoints RGB its agent and attorney-in-fact to execute in the name of customer and file, with such authorities and at such locations as RGB may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Customer also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by RGB as a Uniform Commercial Code financing statement. Customer further represents and covenants that: (a) customer will keep the Products in good order and repair until all amounts due and owing R&D have been paid in full, (b) customer will promptly pay all taxes and assessments upon the Products or the use thereof, (c) customer will not attempt to transfer any interest in the Products until all amounts due and owing RGB have been paid in full, and (d) customer is solvent and financially capable of paying the full quoted amounts for the Products.

8. CHANGES, CANCELLATION, AND RETURN

7.1 Purchase Orders accepted by RGB are not subject to change by customer except upon written agreement by RGB.

7.2 Orders accepted by RGB are noncancellable by customer except upon RGB's written consent and payment by customer of RGB's reasonable cancellation charges not to exceed thirty five (35%) percent of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges. In no event can any Products supplied by RGB be returned to RGB after shipment has been made.

7.3 RGB shall have the right to change the manufacture and/or design of its Products if, in the judgment of RGB, such change does not alter the general function of the Products, or if required by industry standards.

8. FORCE MAJEURE RGB will make every effort to complete shipment, but shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, RGB may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned portion of any deposit or prepayment.

9. WARRANTY

9.1 RGB warrants that the Products manufactured by RGB and sold hereunder shall be free from defects in material or workmanship under normal use and service for a period of time which shall commence on the date that the Products have been installed or delivered, which date shall be confirmed in writing by RGB, and shall continue for three (3) months. RGB makes no warranty for any Products made by persons other than RGB or its affiliates, and customer's sole warranty therefor, if any, is the original manufacturer's warranty, which RGB agrees to transfer to customer, as applicable.

9.2 No warranty extended by RGB shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 8 hereof or by the customer's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the customer or any third party or due to the attachment and/or use of non-RGB supplied equipment without RGB's prior written approval; which failed due to causes from within non-RGB supplied equipment, and/or which have been damaged from the use of operating supplies or consumable parts not approved by RGB. In addition, no warranty extended by RGB shall apply to any failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or damage from cleaning with inappropriate solutions. RGB's obligation under this warranty is limited to the repair or replacement, at RGB's option, of defective parts. RGB may effectuate such repair at customer's facility, and customer shall furnish RGB safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Customer shall, upon RGB's request, return the noncomplying Product or part to RGB with all transportation charges prepaid, but shall not return any Product or part to RGB without RGB's prior written authorization. Customer shall pay RGB its normal charges for service and parts for any inspection, repair or replacement that is not, in RGB's sole judgment, required by noncompliance with the warranty set forth in this Agreement. RGB's warranty does not apply to consumable materials, except as specifically stated in writing, nor to products or parts thereof supplied by customer.

9.3 This warranty is made on condition that immediate written notice of any noncompliance be given to RGB and RGB's inspection reveals that the customer's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

9.4 Warranty service will be provided without charge during RGB's regular working hours (8:00 - 5:00), Monday through Friday, except RGB's recognized holidays. If customer requires that service be performed other than during these times, such service can be made available at an additional charge, at RGB's then current rates. **RGB MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR THAT MAY BE PROVIDED IN A SEPARATE WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.**

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10. LIMITATION OF LIABILITY

10.1 In no event shall RGB's liability under this Agreement exceed the amounts paid to RGB by customer for any Products or other services.

10.2 **RGB SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS AN ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE PLACEMENT OF ANY ORDER FOR SERVICES OR PRODUCTS, OR UPON DELIVERY OF SAME.**

11. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

11.1 Infringement by RGB. RGB warrants that the Products manufactured by RGB and sold hereunder do not infringe any U.S. patent or copyright. If customer receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U S patent or copyright, customer shall notify RGB immediately in writing. As to all infringement claims relating to Products or parts manufactured by RGB or one of its affiliates:

(a) Customer shall give RGB information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) RGB shall then, at its own expense, defend or settle such claims, procure for the customer the right so use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to RGB, then customer shall return the Products to RGB and RGB shall refund to customer the amounts paid by the customer less shipping and packing charges, and reasonable depreciation for customer's use of the Products.

11.2 Infringement by Customer. If some or all of the Products sold hereunder are made by RGB pursuant to drawings or specifications furnished by the customer, or if customer modifies or combines, operates or uses the Products other than as specified by RGB or with any product, data, software, apparatus or program not provided or approved by RGB, then the indemnity obligation of RGB under Section 11.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then customer shall indemnify and hold RGB harmless against any liability or expense, including reasonable attorneys' fees, incurred by RGB in connection therewith.

12. DESIGNS AND TRADE SECRETS. Any drawings, data, designs, software programs or other technical information supplied by RGB to customer in connection with the sale of the Products are not included in the sale of the Products to customer, may be subject to a separate licensing fee, shall be deemed a trade secret of RGB and remain RGB's property, and shall at all times be held in confidence by customer. Such information shall not be reproduced or disclosed to others without RGB's prior written consent.

13. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall confer any rights or remedies upon any third party beneficiary.

14. ASSIGNMENT; SUCCESSORS. Customer may assign any of its rights or obligations under this Agreement without the advanced written consent of RGB and any attempt to do so shall be void. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

15. DAMAGES COSTS AND FEES. In the event that any dispute or legal action is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive, special, or consequential damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

16. MODIFICATION. This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida. The venue and jurisdiction for all legal actions shall and must be Broward County, Florida.

18. INTEGRATION. Except as set forth in any Purchase Order accepted by RGB, the terms and conditions of this Agreement, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

19. SEVERABILITY; HEADINGS. No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

20. WAIVER. No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

21. NOTICES. Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

22. RIGHTS CUMULATIVE. The rights and remedies afforded to RGB under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to RGB by any other agreement, by law or otherwise.

23. END USER CERTIFICATION. Customer represents, warrants and covenants that its acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financing).



CUSTOMER'S ACCEPTANCE

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

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