

**TERMS OF PURCHASE OF LAP OF AMERICA LASER APPLICATIONS, L.L.C.  
STATUS MARCH 6, 2017**

**1. Scope**

LAP OF AMERICA LASER APPLICATIONS, L.L.C. ("LAP of America") agrees to sell and the purchaser indicated in the Sales Proposal attached hereto ("Purchaser") agrees to purchase from LAP of America, the products distributed by LAP of America and described in the Sales Proposal (the "Ordered Products"), for the prices and on all the other terms and conditions stated in the Sales Proposal, these Terms of Purchase, and the License Conditions for the use of the software in and/or supplied with the Ordered Products (the Sales Proposal together with these Terms of Purchase and License Conditions shall be referred to herein as the "Agreement" or the "Purchase Agreement"). Acceptance is limited to the terms of the Purchase Agreement. LAP of America objects to any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by Purchaser, which are expressly rejected.

**2. Effective Date; Title; Risk of Loss**

The Agreement will be effective on the date of acceptance of the Agreement by Purchaser. Title to the Ordered Products will pass to Purchaser upon full payment by Purchaser of purchase price, freight, insurance costs (if Purchaser elected and paid for insurance), taxes and other costs related to the sale by and delivery of the Ordered Products from LAP of America. All risk of damage to or loss of the Ordered Products shall pass to Purchaser when the Ordered Products are tendered to a carrier in Boynton Beach, Florida as set forth below. LAP of America does not provide insurance for the Ordered Products. If Purchaser elects to purchase insurance, then Purchaser shall bear complete and exclusive responsibility for promptly advising the carrier and insurer of any loss or damage and for filing claims against, and recovery of any sums owed by, the carrier or the insurer.

**3. Terms of Shipment**

All products will be shipped F.O.B. Boynton Beach, Florida. For purposes of the Agreement, F.O.B. Boynton Beach, Florida shall mean that: (i) LAP of America must at its own expense and risk, transport the Ordered Products to a location in Boynton Beach, Florida where tender may be made to a carrier for shipment to Purchaser's final destination.; (ii) Purchaser must, at its own expense and risk, load and transport the Ordered Products from Boynton Beach, Florida to its final destination. Purchaser shall obtain insurance on the Ordered Products at Purchaser's election as set forth in Section 2 above. In the absence of specific instructions, LAP of America will select a carrier to make delivery to Purchaser's final destination, but the carrier will not be construed to be an agent of LAP of America.

**4. Pricing; Terms of Payment and Additional Charges**

The purchase price for the Ordered Products is specified in Purchase Agreement and, unless otherwise agreed by the parties in writing, the price does not include any shipping, insurance, taxes, duties or any other charges which may be applicable to or incurred in connection with the sale, delivery and installation of the Ordered Products.

Payment of the Purchase Price and costs of freight, shipping, handling and other costs related to delivery of the Ordered Products shall be payable as set forth in the Purchase Agreement.

The total unpaid purchase price and costs of freight, shipping, handling and other costs not previously paid will be due ten days following the date the Ordered Products are installed and Purchaser has signed a Product Acceptance Form, as defined below, pursuant to the terms and provisions of the Agreement. If Purchaser fails to pay any amounts owed to LAP of America pursuant to the Purchase Agreement when due and payable, Purchaser agrees to pay all costs, including reasonable attorneys' fees expended in efforts to collect these amounts and, in addition, Purchaser shall pay to LAP of America a monthly late payment charge equal to one percent (1%) of Purchaser's outstanding balance owed.

**5. Storage**

If LAP of America is properly notified by Purchaser of a requested delay in the shipping date within seven (7) days prior to the previously scheduled shipping date (which date is set forth on the Sales Proposal and identified as "Req Ship Date"), then LAP of America will store the Ordered Products for a period of thirty (30) days free of charge to the Purchaser. All storage costs and related charges incurred after the expiration of said 30-day period shall be paid by the Purchaser.

If any payments to be made by Purchaser are required to be made on the original shipping date, then the notification by Purchaser of a delay in the original shipping date shall not relieve the Purchaser of its obligation to make payments to LAP of America on said original shipping date in the amount(s) and for the costs and services specified in the Agreement.

**6. Installation**

LAP of America will advise Purchaser of the scheduled delivery date of the Ordered Products. Installation of the Ordered Products is optional with any costs of installation to be borne by Purchaser. If Purchaser elects to have LAP of America install any of the Ordered Products, then, prior to shipment, Purchaser, at its own expense, will prepare its premises for installation of the Ordered Products and will provide all installation facilities, including space, electrical power, other utilities, services, lighting, air conditioning, ventilation, and the like in accordance

with LAP of America's site preparation specifications. The initial installation may be performed by LAP of America or its authorized agent during LAP of America's normal working hours and such installation shall be at Purchaser's expense. Purchaser will provide the necessary labor for unpacking and placement of the Ordered Products when necessary and only when directed to do so by LAP of America. Purchaser shall not unpack the Ordered Products outside of LAP of America's supervision. If installation or removal of the Ordered Products by LAP of America or its authorized agent is precluded by local law, any agreement, or otherwise, LAP of America will supervise the installation or removal and Purchaser will bear any additional costs caused thereby. If Purchaser installs any of the Ordered Products, then Purchaser assumes all risks associated with such installation. Purchaser shall also pay for any additional costs incurred by LAP of America or its authorized agent as a result of any installation rescheduling or alteration of original installation plans, design, or layout. In the event that Purchaser elects to have LAP of America install any of the Ordered Products, pays for such installation, and fails to schedule the installation for a date that is less than twelve (12) months from the actual date that the Ordered Products are delivered to Purchaser, then (i) LAP of America shall not be required to refund the monies paid for installation, (ii) LAP of America shall be relieved of any duty to install the Ordered Products, and (iii) Purchaser hereby agrees to forfeit said monies to LAP of America as consideration for LAP of America devoting its resources to the planned and never scheduled installation. LAP of America will provide procedures for the testing and operation of the Ordered Products.

**7. Compliance With Laws and Ordinances**

Purchaser shall be responsible for compliance with local laws, rules, codes, registration, regulations and ordinances, including, but not limited to obtaining any permits or approvals necessary for such compliance. LAP of America provides no warranty regarding compliance of its product with any such laws, rules, codes, registration, regulation or ordinances.

**8. Acceptance**

When LAP of America installs the Ordered Products, the Ordered Products shall be considered accepted by the Purchaser upon Purchaser's execution of a product acceptance form (the "Product Acceptance Form") which will be presented by LAP of America and shall be executed by Purchaser upon completion of applicable start-up and acceptance testing. Use of the Ordered Products by the Purchaser, its agents, employees or licensees for whatever reason without written release from LAP of America shall also constitute Purchaser's acceptance of the product.

When LAP of America is not the installer of the Ordered Products, no Product Acceptance Form is required and the Ordered Products are deemed accepted by Purchaser when they are tendered by LAP of America to the carrier for shipment to Purchaser.

Prior to execution of the Product Acceptance Form by Purchaser, LAP of America may, at its option, repair or replace any defective or non-conforming parts.

**9. Security Interest**

Purchaser hereby grants to LAP of America and LAP of America reserves unto itself, a security interest in the Ordered Products to secure payment of the purchase price stated in the Sales Proposal. Such security interest shall be deemed satisfied only upon Purchaser's payment of such purchase price in full. Purchaser hereby appoints LAP of America as its attorney in fact to sign and file financing statements on Purchaser's behalf with appropriate state authorities in order to protect LAP of America's security interest. Purchaser agrees, upon request of LAP of America, to execute and deliver to LAP of America one or more financing statements and/or such other documents as LAP of America may deem necessary to evidence the security interest granted by Purchaser to LAP of America in a form satisfactory for filing with appropriate state authorities to defer payments, agreements on the term of bills of exchange or payment by instalment, in this case all the customer's liabilities due to us shall become due for payment immediately.

**10. Limited Warranty**

The Ordered Products furnished hereunder are warranted to be free from defects in material and workmanship for the lesser of twelve (12) months from the date of execution of the Product Acceptance Form by Purchaser, or fifteen (15) months from the date the Ordered Products are tendered by LAP of America to the carrier for shipment. LAP of America will, at its own expense and option, either repair or replace the defective Ordered Products, or any part thereof, as necessary provided that the Purchaser has notified LAP of America, and upon inspection, LAP of America, in its sole discretion has found such Ordered Product to be defective in material or workmanship only. The Purchaser's sole and exclusive remedy hereunder will be limited to such repair or replacement.

The foregoing warranties are contingent upon the proper use of the Ordered Products in accordance with LAP of America's published instructions and specifications and may not apply to any Ordered Products or any part thereof which have been improperly installed, repaired or modified by persons other than LAP of America or which have been subjected to accident, abuse, incorrect use, neglect or alteration.

**THE WARRANTIES SET FORTH HEREIN ARE LIMITED WARRANTIES AND ARE THE**



**ONLY WARRANTIES MADE BY LAP OF AMERICA.**

**LAP OF AMERICA EXPRESSLY DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ALL OTHER EXPRESS WARRANTIES AND ALL DUTIES, OBLIGATIONS AND WARRANTIES IMPLIED IN LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**11. Limitation of Remedies**

The sole remedies for breach of any and all warranties and the sole remedies for LAP of America's liability of any kind with respect to the Ordered Products or services provided hereunder in connection with installation, or otherwise, and any other performance by LAP of America under or pursuant to the Agreement shall be limited to the remedies provided in the applicable warranty paragraphs hereof. In no event shall LAP of America's liability to the Purchaser for damages of any nature exceed the purchase price of the Ordered Products if the liability results therefrom, or the total charges paid or payable for services performed under the Agreement if the liability arises from services provided by LAP of America hereunder.

Purchaser agrees that LAP of America shall not be liable for any special, incidental, indirect, punitive or consequential damages or for the loss of profit, production, revenue or data even if LAP of America shall have been advised of the possibility of such potential loss or damage.

**12. Indemnity**

Purchaser shall indemnify and hold harmless LAP of America its employees, agents, officers and directors from and against third party suits, claims, demands, liabilities, costs or expenses, losses, settlements, judgments and awards, and actions, including reasonable attorneys' fees, costs, and damages, that may at any time be incurred by any of them by reason of any claims, suits, administrative proceedings or criminal investigations arising from, related to, or pertaining to the use of the Ordered Products, their installation, maintenance or any other assistance furnished by LAP of America or its agents with respect to the Ordered Products.

**13. Terminations or Assignment**

Purchaser may cancel the Agreement until such date that is three (3) weeks prior to the scheduled date of delivery without any charge. If Purchaser elects to cancel the Agreement with less than three (3) weeks remaining until delivery, then Purchaser shall pay a restocking charge of 15%. Notwithstanding anything set forth herein, NO refunds will be permitted on orders for custom-built products regardless of when cancellation is requested. Following acceptance of the Agreement by Purchaser, the Agreement including the order in the Sales Proposal, may only be assigned by Purchaser with LAP of America's prior written consent. In the event that Purchaser defaults under any of the provisions hereof, LAP of America shall have the right to terminate the Agreement. Any assignment by Purchaser without LAP of America's prior written consent shall be void and of no force and effect.

**14. Default**

If Purchaser defaults hereunder or if a petition under any bankruptcy or insolvency law is filed by or against Purchaser:

- a. LAP of America, in addition to other remedies, may repossess any Ordered Products previously delivered hereunder for which payment in full has not been received by LAP of America;
- b. At LAP of America's option, LAP of America shall be relieved of all further obligations hereunder or may delay further shipments of Ordered Products; and
- c. Purchaser shall be liable to LAP of America for all of LAP of America's costs of collection and repossession, including LAP of America's attorneys' fees incurred in connection therewith.

**15. General**

The Agreement shall not constitute the grant of any right or license to use or reproduce any computer software portions of the Ordered Products and any license granted by LAP of America to Purchaser shall be evidenced by License Conditions to be executed by Purchaser. The Agreement may not be amended or modified except by a writing signed by Purchaser and LAP of America. If any term or provision, or any portion thereof, of the Agreement, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law. Acceptance is limited to terms of this Agreement. LAP of America objects to any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by Purchaser, which are expressly rejected. This Purchase Agreement is conditional on Purchaser's agreement to all terms and LAP of America is otherwise unwilling to proceed with this transaction. This is the final expression of the Agreement and there will be no waiver or modification of any of these terms unless in writing signed by both parties. If LAP of America does expressly make any further agreement regarding the Ordered Products, all terms of the Agreement shall be final. The performance by LAP of America under the Agreement shall be governed, and the Agreement shall be construed and interpreted in accordance with, the laws of the State of Florida and the Uniform Commercial Code as adopted in Florida. Any dispute arising out of or relating to the Agreement shall be brought only in a court of competent jurisdiction located in Broward County, Florida. Neither the Revised American Foreign Trade Definitions, nor the International Chamber of Commerce definitions (INCOTERMS) shall govern this transaction. LAP of America's rights as provided

for herein are in addition to any other rights which may be provided by law.

**16. Confidential Information**

Purchaser agrees to maintain in confidence and not to disclose, reproduce or copy any materials, documents or specifications which are marked confidential or proprietary and which are provided to Purchaser hereunder. Purchaser acknowledges that any unauthorized disclosure or use of the confidential information would cause LAP of America imminent irreparable injury and that LAP of America shall be entitled to, in addition to any other remedies available at law or in equity, injunctive relief in the event the other party breaches or threatens to breach its obligations under this Section.

**17. Notices**

Unless otherwise provided in the Agreement, any notice requirement hereunder to the parties hereto will be deemed to have been duly given if in writing and delivered personally or mailed by first class, registered or certified mail, postage prepaid, and if intended to be given to Purchaser at the address of Purchaser set forth in the Purchase Agreement, and if intended to be given to LAP of America, at the address of LAP of America as set forth in the Purchase Agreement (on the first page of the Sales Proposal).

USA, March 06, 2017

**LAP of America Laser Applications, L.L.C.**

**161 Commerce Rd., Suite 3**

**Boynton Beach, FL 33426**

**USA**

