

PURCHASE ORDER TERMS AND CONDITIONS

1. **Introduction.** Thank you for choosing Dockmate®, the nation's leader in providing state-of-the-art wireless remote-control docking systems for the marine industry that allows a captain to easily operate single or multiple engines, thrusters, anchor winch, and horn from anywhere above the vessel (collectively the "Dockmate® Product(s)").
 2. **Incorporated Terms.** These **Purchase Order Terms and Conditions** ("Terms") are attached to and made part of the applicable Purchase Order Form issued to Customer for the purchase and installation of the Dockmate® Product(s). As such, these Terms are entered into by and between Dockmate, Inc., a Florida corporation ("Dockmate®"), and the Customer identified on the Purchase Order ("PO") that governs and accompanies these Terms (the "Customer").
 3. **Installation.** Dockmate® agrees to install and deliver the Dockmate® Product(s) ordered by Customer in accordance with the PO and these Terms (the "Services"). The PO signed by Customer with these Terms sets forth the cost of all materials, parts and labor for the installation and delivery of the Dockmate® Product(s), which must be approved in writing by Customer prior to the performance of any of the Services. Installation of the Dockmate® Product(s) will be scheduled and performed by third party dealer authorized solely by Dockmate. Customer shall not be permitted to install the Dockmate® Product(s). Installation includes sea trial to insure customer's complete confidence and satisfaction with new Dockmate® system. Installation also includes customizing the settings with DockControl software program, if applicable, to the Customer's exact specifications. Pricing is based on the information provided. Pictures of controls and thrusters must be provided by Customer to confirm pricing.
 4. **Customer's Obligations and Representations.**
 - a. Customer shall make the vessel available, and ensure the vessel and all material components are working and operational, during regular business hours, or if applicable, during the hours and times set forth in the PO, in order to allow Dockmate® to timely and adequately complete the Services in accordance with the schedule proposed in the PO, which includes but is not limited to, fully functional engines, thrusters, anchor, horn and/or related components.
 - b. Customer shall make Dockmate® aware of all defects, damages, hazards, or concerns associated with the vessel prior to the Services being performed that may affect the installation or performance of the Dockmate® Product(s).
 - c. If requested, Customer shall provide clean, stable, reliable 110VAC/12 or 24VDC power for the proposed equipment to complete the Services.
 - d. Customer shall, for the installation, provide incidental assistance from the Customer and all crew, including the captain, mate, engineer, and other crew as be requested and necessary.
 - e. Customer is responsible to guarantee the continued operation of the vessel's components and integrity of all cabling run and prevent any hard bends, kinks, cuts, shield damage, exposure to water, shorts, etc.
 5. **Terms of Payment.** The Purchase Price for the Dockmate® Product(s) will be outlined in the PO, and includes the cost of installation, in U.S. Dollars. Unless otherwise set forth in the PO, Customer shall comply with the following payment terms:
 - a. Fully refundable \$1,000 initial deposit to secure pricing and for Dockmate® to begin building a new customized system for Customer;
 - b. 75% of remaining amount due prior to installation of the Dockmate® Product(s); and
 - c. Payment of final balance due upon completion of installation.
- After initial deposit, payment by credit card may incur 3% additional fee. The PO may or may not include applicable taxes, and Customer is responsible for all customs fees, duties, airport fees and taxes, including Florida sales tax if determined to be applicable. Should Customer fail to make any of the required payments to Dockmate® when due, Dockmate® may immediately cease any and all work until it receives, in its sole discretion, adequate assurances that payment will be made. Customer shall pay interest on all late payments at the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Any extension granted by Dockmate® on any payment due shall not affect, diminish, waive, release or discharge Customer's obligations under these Terms. The Customer acknowledges and understands that a maritime lien against the Customer's vessel and its contents for all costs and expenses associated with the Dockmate's furnishing of the Services hereunder to Customer's vessel shall be automatic in accordance and subject to Title 46, United States Code, §§31301-31343, Fla.

Stat. §328.17, and Fla. Stat. §713.60, and all other applicable law. The Dockmate® is therefore authorized to arrest and sell the Customer's vessel, if necessary, in the event of non-payment of any outstanding balance due to the Dockmate® for the Services to satisfy the amounts owed to Dockmate® by Customer.

6. **30-Day Money Back Guarantee.** If the Customer is not completely satisfied with the performance of the Dockmate® Product(s) purchased by Customer, for any reason, Customer may return it within 30 days from the original date of purchase with a receipt for a full refund. This money back guarantee only applies if the Dockmate® Product(s) has not been damaged for tampered with prior to the return.

7. **Limited Warranty and Support.** Dockmate® offers Customers a three (3) year limited warranty from the date of installation that all Dockmate® Product(s) installed will be free from defects in materials and workmanship. The limited warranty does not cover defects or failure due to normal wear and tear, or defects or failures due to Customer's own misuse, damage, tampering, or negligence related to the operation of the Dockmate® Product(s). This limited warranty also does not apply to damage caused where repairs have been made or attempted by others, including the Customer or Customer's agents. Labor related to support or limited warranty requests is not included nor part of Dockmate®'s limited warranty. Dockmate® will maintain and replace any worn parts caused by normal use, for free, at any time during the first year after date of purchase. Dockmate® offers 100% full original purchase price towards an upgrade from a TWIN system to a TWIST system during the first year after date of purchase. Dockmate® offers 100% full original purchase price towards the replacement parts should Customer choose to take the Dockmate® Product(s) to a different vessel during the first year after date of purchase.

8. **LIMITATION OF LIABILITY.** DOCKMATE®'S OBLIGATIONS UNDER THESE TERMS SHALL BE STRICTLY LIMITED TO THESE TERMS. THE LIMIT OF LIABILITY FOR ANY CLAIM OR DAMAGES IS THE COST TO REPLACE THE DOCKMATE PRODUCT(S) IN THE SUBJECT ORDER. IN NO EVENT SHALL SUCH LIABILITY UNDER THESE TERMS EXCEED THE COST TO REPLACE DOCKMATE PRODUCT(S) WITH RESPECT TO AN ORDER. DOCKMATE® SHALL NOT BE LIABLE FOR ANY INDIRECT, LOSS OPPORTUNITY OR LOSS PROFITS, LOSS OF USE, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. DOCKMATE® SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DAMAGES, OR LOSSES RESULTING FROM CUSTOMER'S NEGLIGENCE, AS WELL AS DOCKMATE®'S OR ITS DEALERS DELAY IN RENDERING SERVICES UNDER THESE TERMS, OR ANY CAUSE BEYOND DOCKMATE®'S CONTROL.

9. **INDEMNIFICATION.** CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DOCKMATE® AND ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUBCONTRACTORS AND SUPPLIERS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND

COURT COSTS, ARISING OR RESULTING FROM THE CUSTOMER'S NEGLIGENCE, ACTIONS OR INACTIONS RELATED TO THE USE OF THE PRODUCT(S), AND/OR FROM THE CUSTOMER'S VIOLATIONS OF THESE TERMS. CUSTOMER AGREES TO BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL LOSSES, LIABILITIES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, ARISING OR RESULTING FROM CUSTOMER'S IMPROPER OR NEGLIGENT USE OF THE DOCKMATE® PRODUCT(S).

10. **WAIVER OF JURY TRIAL.** EACH PARTY TO THESE TERMS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THESE TERMS OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS, PO, OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

11. **Miscellaneous.**

a. **Notices.** Any notices required by these Terms to be given by either party to the other shall be made in writing, sent via certified mail, return receipt requested, e-mail or FedEx/UPS, as follows:

Dockmate, Inc.
3112 Se 4th Ave
Fort Lauderdale, FL 33316
Tel. 954-998-1430
Email: info@dockmate.us
Website: www.dockmate.us

The Customer's contact information for these Terms is identified in the PO.

b. **Force Majeure.** Dockmate® shall not be liable for failure or other delay in performance of its obligations under these Terms and such failure or delay shall not constitute a breach under these Terms to the extent such failure or delay is due to circumstances beyond Dockmate®'s control, including, without limitation, acts of God (fires, floods, storms, hurricanes, earthquakes, tornadoes, etc.), acts of public enemy, war, civil disturbance, sabotage, accidents, insurrections, blockades, embargoes, pandemics or outbreaks, governmental acts or closures, labor strikes, lock outs or other labor disturbance or interruption or any other force majeure.

c. **No Implied Waivers.** Failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Waiver by either party of a breach of any obligation hereunder shall not constitute a waiver of any succeeding breach of the same obligation. Failure of either party to exercise any of its rights provided herein shall not constitute a waiver of such right.

- d. Survival. Each provision of these Terms reasonably intended by its terms to survive termination or expiration of these Terms shall so survive.
- e. Dispute Resolution and Applicable Law. The operation, construction, interpretation and enforcement of these Terms will be governed by Florida law and venue for any proceeding involving a dispute arising out of or relating to these Terms shall lie exclusively in Broward County, Florida. In the event of any controversy or claim arising of or relating to these Terms, or the breach thereof, shall be settled by mandatory and binding arbitration administered by a single arbitrator with the American Arbitration Association (AAA) in Broward County, Florida in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any action or proceeding is brought to enforce or interpret any provision of these Terms, the prevailing party will be entitled to its/his/her reasonable attorneys' fees.
- f. Severability. If any provision or any part of any provision of these Terms is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute ordinance, then the remainder of these Terms shall not be affected thereby, and shall remain valid and fully enforceable.
- g. Assignability. The Dockmate® may assign these Terms at any time with or without notice to the Customer. Customer may not assign these Terms or the PO without Dockmate's prior written consent.
- h. Authority. The undersigned represent and warrant that they have the full authority and approval to execute the PO and Terms on behalf of the parties. In the event the owner of the vessel is not entering into the PO and Terms, the individual and/or authorized agent hereby represents that he/she/it has the full authority and consent of the owner of the vessel to request the Services identified in the PO. Furthermore, these Terms shall be binding upon the parties and their heirs, agents, assigns, personal representatives, guardians, executives, affiliates, parent companies and successors.
- i. Entire Agreement and Conflict. These Terms, along with the PO, constitutes the entire agreement between the parties as it pertains to the subject matter herein and all modifications or changes hereof shall be in writing and signed by all parties to be effective. In the event there is any conflict between the terms of the PO and these Terms, the PO shall govern and control only with respect to the Services being offered by Dockmate® and payment terms, otherwise these Terms shall govern and control.

Approved and accepted by:

[CUSTOMER NAME HERE]

By: _____

Printed Name: _____

Date: _____

DOCKMATE, INC.

By: _____

Printed Name: _____

Date: _____