

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, delivery, and/or installation of the Dockmate® Product(s) (collectively the "Services"). 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.**
 - a. **Dockmate® Installation.** Dockmate® offers professional installation of the Dockmate® Product(s) by its certified and qualified third-party dealers ("Dealer") ordered by Customer in accordance with the PO and these Terms unless Customer opts out of having a Dockmate® Dealer install the Dockmate® Product(s) that Customer orders as set forth in Section 3(b) of these Terms. If applicable, the PO signed by Customer with these Terms will set forth the cost of all applicable 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 by a Dockmate® Dealer will include an orientation and a sea trial to insure Customer's complete confidence and satisfaction with the Dockmate® Product(s). Installation by a Dockmate® Dealer also includes customizing the settings with DockControl software program, if applicable, to the Customer's exact specifications and features that may be unique to Customer's vessel. Pricing is based on the information provided. Pictures of controls and thrusters must be provided by Customer to confirm pricing.
 - b. **Customer Installation.** In the event that Customer elects to have the Dockmate® Product(s) installed on his/her/its own and without the use of a Dockmate® authorized Dealer, which may include installation by Customer's agents or a third-party individual or entity utilized by Customer that is not one of Dockmate®'s authorized Dealers, then Customer acknowledges and agrees that Customer assumes all risk and liability arising from the Customer's installation and use of the Dockmate® Products. In that case, Customer acknowledges and agrees that Dockmate® assumes no responsibility or liability associated with Customer's installation and/or use of the Dockmate® Product(s), and that the limited warranties offered to Customer under these Terms may be further limited or impacted. In the event Customer does not utilize Dockmate and/or its authorized Dealer to perform the installation of the Dockmate® Product(s), Customer shall defend, hold harmless and indemnify 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, injuries, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from the Customer's installation and/or use of the Dockmate® Product(s) after Customer's takes possession of the Dockmate® Product(s).
4. **Customer's Obligations and Representations.**
 - a. If applicable, 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. If applicable, Customer shall make the Dockmate® Dealer, at the time of installation, 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, at the time of installation by a Dockmate® Dealer, Customer shall provide clean, stable, reliable 110VAC/12VDC power for the proposed equipment to complete the Services.
 - d. If applicable, Customer shall, for the installation that is performed by Dockmate®, 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.
 - f. If applicable, Customer understands that all proposed and estimated completion dates, if any, provided by the Dockmate® are approximate and are given by Dockmate® in good faith.
 - g. Customer shall cooperate in good faith with Dockmate® at all times so that Dockmate® may perform the Services, if applicable, required under these Terms.
 - h. If applicable, Customer, or Customer's authorized agent, shall be present to meet with the Dockmate® installer, when such installation is performed by Dockmate®, to verify that all components on the vessel are working and operational, including, but not limited to, all engines, thrusters, anchor horn, and related components that are necessary for the installation and operation of the Dockmate® Product(s).
 - i. After the installation is complete when such installation is performed by Dockmate®, Customer or Customer's

authorized agent with full authority, must be present with the vessel in the water to complete the orientation and upon the completion, Customer shall submit a completed Installation Checklist.

- j. Customer represents that Customer has the necessary qualifications and experience to safely operate and dock the vessel, and that Customer will only utilize the Dockmate® Product(s) reasonably and safely in proper marine conditions and in accordance with the Dockmate® Product(s) abilities and specifications.
- k. If Customer elects to perform the installation of the Dockmate® Product(s) on his/her/its own and without the use of Dockmate®'s Dealer, Customer represents that Customer has the necessary qualifications and experience to safely install and use the Dockmate® Product(s) in accordance with all specifications, safety features and protocols, and instructions provided to Customer with purchase of the Dockmate® Product(s), including but not limited to, Dockmate®'s Owner User Manual and Installation Instructions. Such materials are provided to Customer at the time of purchase, but may also be requested from Dockmate® at any time or obtained from Dockmate®'s website at www.dockmate.us.
- l. Customer acknowledges that Dockmate® assumes no responsibility or liability for the use of Dockmate® Product(s) once installed by Dockmate®, if applicable, and Customer takes possession of its vessel after installation, except as provided by with these Terms, such as offering warranty and technical support.

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 on day 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 and/or its Dealer'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. Dockmate®, and/or its Dealer, is therefore expressly 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 after the Dockmate® Product(s) are installed by Dockmate® Dealer(s) and Customer is not completely satisfied with the performance of the Dockmate® Product(s) purchased by Customer, for any reason, Customer may return it within thirty (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. This money back guarantee does not apply to Dockmate® Product(s) that are installed by Customer, or any third party that is not a Dockmate® Dealer. Upon a request for a return under Dockmate®'s 30-day Money Back Guarantee and prior to any refund, Customer agrees that it must cooperate with Dockmate® and its Dealer for the safe and complete removal of the Dockmate® Product(s) and complete Dockmate®'s Product Removal checklist and associated forms.

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, damages, or failures due to Customer's own misuse, damage, tampering, or negligence related to the Customer's installation or operation of the Dockmate® Product(s). This limited warranty also does not apply to damage caused due to installation or repairs that have been made or attempted by others without Dockmate®'s consent, 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®'s limited warranty also covers the repair, maintenance or, in cases where repair or maintenance are not feasible, the replacement of 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. All requests for warranty, support and service, including any questions related to the Dockmate® Product(s) shall be made to Dockmate®'s Dealer, if applicable, that interfaced with Customer at the time of purchase and/or installation. This limited warranty, limited solely to parts, is the

only warranty Dockmate® provides with respect to the Dockmate® Product(s), and no other warranties are made or provided.

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, INJURIES (INCLUDING DEATH), DAMAGES TO PROPERTY OR OTHER VESSELS, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, ARISING OR RESULTING FROM THE CUSTOMER'S NEGLIGENCE, CUSTOMER'S ACTIONS OR INACTIONS RELATED TO THE INSTALLATION AND/OR 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 INSTALLATION OR 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.
3100 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. In the event of such a dispute, the parties shall each be responsible for their own legal fees and costs associated with the arbitration proceeding.

- 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: _____