

**MPI SERVICES TERMS AND CONDITIONS** ("Terms") is entered by and between Marine Professionals, Inc., a Florida Corporation ("Company" or "MPI"), and the owner of the vessel and/or authorized agent of the owner of the vessel (the "Customer") identified in the corresponding and attached MPI's Estimate form ("Estimate"). The Company and Customer may be collectively referred to as the "Parties."

1. Introduction. Thank you for choosing MPI for your yacht and marine management, maintenance, and service needs. MPI has agreed to provide the Customer quality and professional services and materials in accordance with MPI's "Estimate" form (collectively the "Services"), which Customer has agreed to and executed in conjunction with these Terms. Customer wishes to acquire, and the Company wishes to provide, the Services outlined in the Estimate, subject to the Customer's agreement to be bound by these Terms, the Estimate, and any further terms to which the parties may agree to in writing. Accordingly, the Parties agree as follows:
  2. Estimate. The detailed scope of work for the Services to be performed to Customer's vessel will be outlined in MPI's Estimate, which must be approved in writing by the Customer prior to Company's performance of any Services. The Estimate, and any amended or revised Estimate(s), shall be at all times governed by these Terms. No oral modifications may be made to the executed Estimate. All Services shall be billed on a "Time and Materials" basis in accordance with the Estimate, and as follows:
    - a. Labor and Time. An estimate for all labor, including door-to-door roundtrip travel, to install the materials and equipment, may be included in the Estimate. Although it may be only an estimate, and the final total hours to complete the Services may be more or less, depending on the actual conditions encountered on board the Customer's vessel, and may include labor performed on board, in-shop or elsewhere on the vessel's behalf. The hourly rate of \$130.00 will be billed on the basis of a standard five-day work week, Monday through Friday. The hourly overtime rate of \$195.00 will be billed on any labor provided in excess of an eight-hour day, Monday through Friday. Saturdays are considered overtime and will be charged at a rate of time and a half at \$195.00 per hour. Sundays and holidays will be charged at double time rates at \$260.00 per hour. Unless itemized separately, minor carpentry work to cut out face plates, or fabricate shelves or brackets will be included in the estimated hours set forth in the Estimate. An estimate for all programming labor may be in estimated in the Estimate and will be payable at an hourly rate of \$130.00, and is otherwise subject to the same terms as regular labor above.
    - b. Installation Equipment and Materials ("Materials"). Miscellaneous installation equipment and materials will be billed as needed, and may or may not be included in the Estimate. If it is not included in the Estimate, Customer acknowledges and agrees to be responsible for all additional charges related to those Materials.
    - c. Equipment Unavailability. The Company reserves the right to substitute any equipment that has been discontinued or is not available to ship in time to meet the Customer's vessel's build schedule, with equipment of equal or superior performance. In the event of same, prices may vary from those set out in the Estimate.
    - d. Travel Expenses. Customer shall be responsible for all travel-related expenses incurred by Company when applicable (i.e. when Services are performed are outside of Miami-Dade, Broward, and Palm Beach County lines) and may include, but are not limited to, airfare, meals, hotel/accommodations, tolls and fuel, which shall be due and payable within seven (7) days of invoicing.
3. Customer's Representations and Responsibilities. The Customer shall be responsible for the following in connection with the Services:
  - \* Customer shall make the vessel available during the hours and times set forth in the Estimate in order to allow Company the opportunity to timely and adequately complete the Services in accordance with the schedule proposed in the Estimate.
  - \* Customer shall make Company aware of all defects, damages, and hazards associated with the vessel prior to the Services being performed.
  - \* Customer shall provide clean, stable, reliable 110VAC/12VDC power for the proposed equipment to complete the Services.
  - \* Customer shall, for the installation, provide incidental assistance from the Customer and all crew, including the captain, mate, engineer, and other crew as necessary.
  - \* Customer, at his/her/its expense, shall be solely responsible for all headliner and interior panel removal and reinstallation as necessary.
  - \* Customer shall be responsible for any required carpentry, drilling, electrical work, cut-outs, bulkhead, deck, spreader, wing, or mast drilling, fabrications, painting etc.

- \* Customer is responsible to guarantee the continued integrity of all cabling run and prevent any hard bends, kinks, cuts, shield damage, exposure to water, shorts, etc.
  - \* Customer represents that he/she/it is the owner of the vessel, or alternatively, that Customer has the express and actual authority from the true owner of the vessel to act as the agent and enter in these Terms and the Estimate, and agrees that Customer, as agent, the actual owner, and/or the vessel, shall remain jointly and severally responsible for the Services performed under these Terms.
  - \* Customer understands that all proposed and estimated completion dates, if any, provided by the Company are approximate and are given by Company in good faith.
  - \* Customer shall cooperate in good faith with Company at all times so that Company may perform the Services required under these Terms.
4. Terms of Payment. The price for Services is in U.S. Dollars, and assume payment by wire transfer or check. Notwithstanding anything contained herein to the contrary, all invoices are due upon receipt. Unless otherwise proposed in the Estimate, an initial deposit for one hundred percent (100.00%) of estimated equipment, products and materials, and fifty-percent (50.00%) of estimated labor, is required before any Services are performed, and before any equipment, products and materials are ordered. The remaining balance due for labor, materials, shipping, taxes, and any other items/services supplied are due within seven (7) days of final invoice, unless otherwise set forth in the Estimate. After the initial deposit is timely paid, labor, materials, shipping, taxes, and any other items/services supplied may be progress billed, depending on the scope of the Services, but in any case, at the sole discretion of the Company. Customer must complete a Credit Card Authorization Form, and Customer's credit card will be charged in the event cash, wire transfer or check is not timely received for any balance due. The estimate set forth in the Scope of Services 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 Company when due, Company 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 Company on any payment due shall not affect, diminish, waive, release or discharge Customer's obligations under these Terms. Company may, in its sole discretion and subject to state and federal law, retain possession of the vessel until all delinquent amounts due are paid by Customer. 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 Company'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 Company 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 Company for the Services to satisfy the amounts owed to Company by Customer.
5. Limited Warranty and Support. All manufacturers' warranties apply to equipment, product, and materials installed by Company for the Customer. Product warranty depends on the equipment, product, and materials purchased, and is the warranty of the individual manufacturer and not the warranty of MPI. MPI warrants the workmanship for INSTALLATION ONLY, for a period of twenty-four (24) months, assuming all invoices from MPI have been paid in full. This installation warranty includes any labor required aboard the Customer's vessel, provided the vessel is brought within a 50-mile radius of Fort Lauderdale, Florida. If the vessel is not brought within a 50-mile radius of Fort Lauderdale, Florida, Customer agrees to assume the responsibility for all travel time and related expenses. The MPI warranty is not transferable. Except for specialized cases, the warranties of the manufacturers and MPI take effect upon the commissioning of the equipment. Damages to any of the Services performed by Company, including equipment, products, or materials installed, from acts of God, Customer and Customer's agents, or the conduct of third parties outside the control of Company, including, but not limited to, hurricanes, tornados, floods, water damage, power surges, unusually high seas, fires, unusually high winds, and lightning, are NOT covered by the limited installation warranty provided by Company. Realignment of antennas (after a storm, high seas, etc.), after initial signoff, is billable at a rate of \$120 per hour, plus travel costs and expenses if any. Replacement materials are additional and will be the responsibility of Customer. Any of the Services that have been altered by the Customer, his agents or assigns, will not be covered by this limited warranty and support policy.
6. Returns. If necessary, the Customer may return unused equipment prior to any of Customer's use and/or installation, and subject to the manufacturer's return procedures (if applicable). The equipment must be packaged in original cartons with all manuals and accessories. With all returns, a 25% restocking fee will be charged, in addition to any special handling or shipping charges. However, custom equipment, and special orders may not be returned to Company.
7. Non-Circumvent. The Customer recognizes that the Company has proprietary relationships with its employees and contractors. Customer agrees not to circumvent and/or interfere with Company's relationship with such employees and contractors, or to otherwise solicit, purchase, contract for or obtain Services similar to the Services performed

by Company hereunder from any of its employees and contractors that is known, or should reasonably be known, by Customer to have such a relationship with Company.

8. LIMITATION OF LIABILITY. COMPANY'S OBLIGATIONS UNDER THESE TERMS SHALL BE STRICTLY LIMITED TO THESE TERMS. THE LIMIT OF LIABILITY FOR ANY CLAIM UNDER THESE TERMS IS THE COST OF SERVICES INSTALLED FOR THE CUSTOMER. IN NO EVENT SHALL SUCH LIABILITY UNDER THESE TERMS EXCEED THE COST OF THE SERVICES TO BE PROVIDED OR COST TO REPLACE THE EQUIPMENT OR SERVICES. COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, LOSS OPPORTUNITY OR LOSS PROFITS, LOSS OF USE, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DAMAGES, OR LOSSES RESULTING FROM CUSTOMER'S NEGLIGENCE, AS WELL AS COMPANY'S DELAY IN RENDERING REPAIRS OR SERVICES UNDER THESE TERMS, OR ANY CAUSE BEYOND THE COMPANY'S CONTROL.
9. INDEMNIFICATION. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LOSSES, DAMAGES, DEMANDS, CLAIMS, ASSESSMENTS, ACTIONS, DEFICIENCIES, PENALTIES, INTEREST, REASONABLE ATTORNEYS' FEES (INCLUDING WITHOUT LIMITATION THOSE INCURRED TO ENFORCE THIS INDEMNITY), AND OTHER COSTS AND EXPENSES (COLLECTIVELY "LOSSES"), RELATED TO OR INCURRED AS A RESULT OF CUSTOMER'S ACTIONS, INACTIONS, NEGLIGENCE, AND/OR CUSTOMER'S BREACH OF ANY PORTION OF THESE TERMS OR APPLICABLE ESTIMATE(S). IF ANY ACTION IS BROUGHT AGAINST COMPANY WITH RESPECT TO ANY ALLEGATION FOR WHICH INDEMNITY MAY BE SOUGHT FROM CUSTOMER, COMPANY WILL PROMPTLY NOTIFY CUSTOMER OF ANY SUCH CLAIM OF WHICH IT BECOMES AWARE AND WILL (I) PROVIDE REASONABLE COOPERATION TO CUSTOMER AT CUSTOMER'S EXPENSE IN CONNECTION WITH THE DEFENSE OR SETTLEMENT OF ANY SUCH CLAIM AND (II) BE ENTITLED TO PARTICIPATE AT ITS OWN EXPENSE IN THE DEFENSE OF ANY SUCH CLAIM. CUSTOMER SHALL NOT ACQUIESCE TO ANY JUDGMENT OR ENTER INTO ANY SETTLEMENT THAT ADVERSELY AFFECTS COMPANY'S RIGHTS OR INTERESTS WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY.
10. 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, to that party at the Registered Agent address listed with the State of Florida, the address listed below, the email address below, or any other address that may be designated in writing from time to time in writing by either party.
    - i. The Company's contact information for these Terms is as follows:

**Marine Professionals, Inc.**  
**3112 SE 4<sup>th</sup> Ave**  
**Fort Lauderdale, FL 33316**  
**Tel. (954) 763-4161**  
**info@marineprofessionals.com**  
**service@marineprofessionals.com**
    - ii. The Customer's contact information and Vessel information applicable to these terms are those provided by the Customer in the attached Estimate.
  - b. Relationship. The parties to these Terms are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms.
  - c. Survival. Each provision of these Terms reasonably intended by its terms to survive termination or expiration of these Terms shall so survive.
  - d. Force Majeure. Notwithstanding anything contained herein to the contrary, Company shall not be liable or responsible for, any costs or delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, financing, or any other cause whatsoever beyond the control of the Company.
  - e. Applicable Law. The operation, construction, interpretation and enforcement of these Terms will be governed by Florida law and venue for any dispute arising out of or relating to these Terms shall lie exclusively in Broward County, Florida.

- f. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision or provisions of these Terms, the prevailing party will be entitled to its/his/her reasonable attorneys' fees in addition to all other costs associated with the action or appeal whether or not the action advances to judgment, including any and all costs for expert witnesses, in addition to any other relief to which that party may be entitled.
- g. 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.
- h. Assignability. The Company may assign these Terms at any time with or without notice to the Customer. Customer may transfer Customer's interest in these Terms to a new owner of the Equipment by submitting a written request to Company and providing Company with a new application, which must be completed by the new owner and approved by the Company.
- i. Authority. The undersigned represent and warrant that they have the full authority and approval to execute the Estimate and Terms on behalf of the parties. In the event the owner of the vessel is not entering into the Estimate, 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 Estimate(s). Furthermore, these Terms shall be binding upon the parties and their heirs, agents, assigns, personal representatives, guardians, executives, affiliates, parent companies and successors.
- j. Entire Agreement. These Terms, along with the Estimate, 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 Estimate(s) and these Terms, the Estimate shall govern and control only with respect to the Services, fees, invoicing, and payment terms, otherwise these Terms shall govern and control.
- k. 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, THE ESTIMATE(S), OR ANY OF THE SERVICES CONTEMPLATED AND PROVIDED CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.