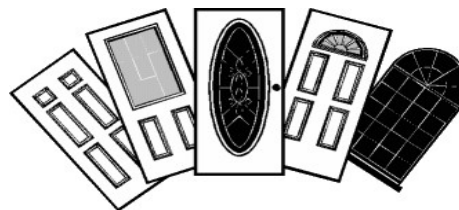


ACE

**DOOR &
WINDOW**
Service, INC



**SINCE
1985**

1 Source for Doors, Windows &
Installations

Terms & Conditions

1. Description of Services. The Company will perform the services and provide the products described on Quotation (the “*Quotation*”) attached hereto as **SCHEDULE A** (collectively, the “*Work*”). Client acknowledges that Client has reviewed the Quotation, accepts the Quotation, agrees to the total price described on the Quotation for the Work (the “*Contract Price*”), and authorizes the Company to enter the Premises to perform the Work described on the Quotation.

2. Manner of Payment. Client will pay a non-refundable deposit of fifty percent (50%) of the Contract Price (the “*Deposit*”). On or before thirty (30) days from the completion of the Work, Client will pay the balance of the Contract Price to the Company (the “*Due Date*”).

3. Late Payments. Client agrees to pay interest on any outstanding balance of the Contract Price due for any Work described in any Quotation not paid by the Due Date at the rate of one and one-half percent (1.5%) per month. In addition to the interest, Client agrees to pay a late fee of two percent (2%) of the outstanding balance of the Contract Price due for any Work described in the Quotation that is not paid by the Due Date.

4. Additions or Changes to Quotation. Client shall pay for any changes, modifications or supplements to the Work described on the Quotation (a “*Change Order*”) on a time and materials basis, regardless of reason giving rise to the Change Order. The Company shall advise the Client of the cost for any Change Order at the time the Change Order is made, which shall be in addition to the Contract Price. The Company may extend or modify any delivery schedule or deadlines in the Quotation as may be required by any Change Order to the Work.

5. Company Not Liable. Client agrees that Client shall be responsible for, and that the Company shall not be liable for, any damage to Client’s property except damage resulting from the Company’s negligence or willful misconduct, including but not limited to damage to (a) curbs, walkways, driveways on or appurtenant to the Premises, (b) any structure or building on the Premises, (c) any septic tank, irrigation system, sewer system, or HVAC system on the Premises, (d) any gas, sewer, water, or plumbing line connecting the Premises to any municipal system, (e) any utility lines connecting the Premises to the central utility grid, (f) any satellite, gutters, down spouts, arches, sod, shrubs, lawn, landscaping, trees, telephone or electric lines and connectors, regardless of whether those are personal, real or personal property, of the Client or any third party.

6. Site-Specific Compliance. Unless specifically agreed in writing by the Company, the Client acknowledges, understands and agrees that the Company shall only be responsible for complying with the Florida Building Code and applicable county and municipal ordinances, rules and regulations. Specifically, for the avoidance of doubt, the Company shall not be responsible for compliance with site-specific covenants, rules, requirements, or regulations, such as covenants applicable to any homeowners’ or condominium association, covenants of any business park association, or requirements of any landlord, or any other requirements that may be applicable to the project for which the Client has engaged the Company to perform services.

7. Cancellation of Agreement. If Client cancels the Agreement, then (i) Client agrees that the Company may retain the entire Deposit as liquidated damages, not as a penalty, to compensate it for the time and effort that the Company invested prior to the Client’s cancellation of the Agreement, and (ii) the Client will reimburse the Company for any expenses the Company incurs in contemplation of the completion of the Work, including expenses incurred by the Company in procuring materials and products related to completion of the Work. Upon complete payment of such amounts by Client, any products purchased by the

Company shall become the property of Client and Client shall pick up such items from the Company within seven (7) days of final payment. Unless otherwise agreed in writing by both parties, Client's failure to pick-up such items shall cause ownership to revert to the Company. The Company shall use commercially reasonable efforts to cancel or return (without penalties) all items purchased in contemplation of the fulfillment of the Work and credit any amounts for which the Company receives credit from its vendors to Client's account. Client understands that the Company may incur restocking fees, shipping fees or other costs (collectively, "**Termination Fees**") in connection with the cancellation or return of such items; in such event, the Client will not receive a credit to the extent of such Termination Fees. In the event this Agreement is canceled, the parties hereto will keep the existence of this Agreement confidential except where disclosure is required by law or is necessary to enforce the rights of a party and Client expressly agrees Client will not disparage the Company (or its management) or engage in any other conduct or communication that would adversely affect the reputation of the Company with its customers, the general public, or any vendor with which the Company does business; the foregoing also prohibits all forms of announcements, postings, or other communications via emails, blogs, websites, posts, tweets, direct messages, including posts on Facebook, Myspace, Twitter, Instagram, LinkedIn, Google, or any other similar or comparable service or site.

8. Extreme Conditions - Force Majeure. The Company will not be liable for any failure or delay in performing any remaining obligation of the Company under this Agreement due to any circumstances out of its control, including, but not limited to, (a) acts of God, (b) accidents, (c) pandemics and government ordered quarantines, (d) riots, war, terrorist acts, civil commotions, (e) breakdowns of internet service provider, (f) national strikes, labor shortages, (g) fires or explosions that disrupt the Premises, the Company's business, the ability of the Company to obtain materials for the Work, or the ability of the Company's workers to travel to the Premises, (h) hurricanes, tornadoes, or (i) generalized lack of availability of raw materials or energy.

9. Indemnification. Client shall indemnify and hold the Company harmless from, and will defend the Company against, any and all loss, liability, damage, claims, demands, or suits and related costs and expenses to persons or property, including attorneys' fees and medical expenses, that arise, directly or indirectly, from (a) any acts or omissions of Client, any family member of Client, or any third party or animal on the Premises, (b) the breach of any term or condition of this Agreement by Client, (c) any errors by Client in connection with Client's review of the Quotation, or (d) any misrepresentation by Client regarding the Premises.

10. Assignment. This Agreement shall not be assignable by Client without the express written consent of the Company.

11. Entire Agreement. This Agreement, together with the Quotation, contains the entire understanding of the parties regarding its subject matter and can only be modified by a subsequent written agreement executed by Client and the Company.

12. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which the party may be entitled.

13. Applicable Law. This Agreement shall be governed by, construed and given effect to in accordance with the laws of the State of Florida and the federal laws of the United States of America, without giving effect to the conflict of laws rules thereof. Each party hereby consents to the exclusive jurisdiction of any state or federal court located in Duval County, State of Florida (an "**Authorized Court**") and, to the extent permitted by applicable law, waives any objection based on venue or forum non conveniens with respect to any action instituted in any such court and agrees that service of process in any such action will be sufficient if served by certified mail, return receipt requested, or in any manner provided by law. Notwithstanding the foregoing, each Party shall have the right to bring any action or proceeding against the other party in the courts of any other jurisdiction deemed necessary or appropriate in order to enforce any judgment rendered by an Authorized Court.

14. Waiver. The failure to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

15. Dispute Resolution.

a. Agreement to Use Procedure. The parties have entered into this Agreement in good faith and in the belief that it is mutually advantageous to them. It is with that same spirit of cooperation that they pledge to attempt to resolve any dispute amicably without the necessity of litigation. Accordingly, the parties agree that if any dispute arises between them relating to this Agreement (the “*Dispute*”), they will first utilize the procedures specified in this Section (the “*Procedure*”) before commencing any other proceedings.

b. Initiation of Procedure. The party seeking to initiate the Procedure (the “*Initiating Party*”) shall give written notice to the other party, describing in general terms the nature of the Dispute, the Initiating Party’s claims for relief, and identifying one or more individuals with authority to settle the Dispute on such party’s behalf. The party(s) receiving such notice (each a “*Responding Party*”) shall have five (5) business days within which to designate by written notice to the Initiating Party, one or more individuals with authority to settle the Dispute on such party’s behalf. The individuals so designated shall be known as the “*Authorized Individuals*.” The Initiating Party and the Responding Party shall be referred to collectively as the “*Disputing Parties*” or individually as the “*Disputing Party*.”

c. Direct Negotiation. The Authorized Individuals shall be entitled to make such investigation of the Dispute as they deem appropriate, but agree to promptly, and in no event later than thirty (30) days from the date of the Initiating Party’s written notice, meet to discuss resolution of the Dispute. The Authorized Individuals shall meet at such times and places and with such frequency as they may agree. If the Dispute has not been resolved within thirty (30) days from the date of their initial meeting, the Disputing Parties shall cease direct negotiations and shall submit the Dispute to mediation in accordance with the following procedure.

d. Selection of Mediator. The Authorized Individuals shall have five (5) business days from the date they cease direct negotiations to submit to each other a written list of acceptable qualified attorney-mediators not affiliated with or related to any of the Parties. Within five (5) days from the date of receipt of such list, the Authorized Individuals shall rank the mediators in numerical order of preference and exchange such rankings. If one or more names are on both lists, the highest ranking person shall be designated as mediator. If no mediator has been selected under this procedure, the Disputing Parties will jointly request a judge of the Florida Circuit Court or United States District Court having jurisdiction and venue pursuant to Section 13, to supply a list of potential qualified attorney-mediators within ten (10) business days of such request. Within five (5) business days of receipt of the list, the Authorized Individuals shall again rank the proposed mediators in numerical order of preference and shall simultaneously exchange such lists and shall select as the mediator the individual receiving the highest combined ranking. If such mediator is not available to serve, they shall proceed to contact the mediator who was the next highest ranking until they are able to select a mediator.

e. Time and Place of Mediation. In consultation with the mediator selected, the Authorized Individuals shall promptly designate a mutually convenient time and place for the mediation, and, unless circumstances require otherwise, such time shall be no later than forty-five (45) days after selection of the mediator.

f. Exchange of Information. In the event any Disputing Party has substantial need for information in the possession of another Disputing Party to prepare for the mediation, all Disputing Parties shall attempt in good faith to agree to procedures for the expeditious exchange of such information, with the help of the mediator if required.

g. Summary of Views. At least seven (7) days before the first scheduled session of the mediation, each Disputing Party shall deliver to the mediator and to the other Disputing Party a concise written summary of his or her views on the matter in Dispute and such other matters required by the mediator. The mediator may also request that a confidential issue paper be submitted by each Disputing Party.

h. Parties to be Represented. In the mediation, each Disputing Party shall be represented by an Authorized Individual and may also be represented by legal counsel. In addition, each Disputing Party may, with permission of the mediator, bring such additional Persons as needed to respond to questions, contribute information, and participate in the negotiations.

i. Conduct of Mediation. The mediator shall determine the format for the meetings, which must be designed to assure that both the mediator and the Authorized Individuals have an opportunity to hear an oral presentation of each Disputing Party’s views on the matter in dispute, and that the Authorized Individuals, the Disputing Parties, and their counsel (if any) attempt to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others, but with the assistance of the mediator. To this end, the mediator is authorized to conduct both joint meetings and separate private caucuses with the Disputing Parties. The mediation session shall be private. The mediator will keep confidential all information learned in private caucus with any Disputing Party unless specifically authorized by such Disputing Party to make disclosure of the information to the other Disputing Party. The Disputing Parties commit to participate in the proceedings in good faith with the intention of resolving the Dispute if at all possible.

j. Confidentiality. Mediation is a compromise negotiation for purposes of Federal and Florida Rules of Evidence and constitutes privileged communication. The entire mediation process is confidential; no stenographic, visual, or audio record thereof shall be made. All conduct, statements, promises, offers, views, and opinions, whether oral or written, made in the course of the mediation by any Disputing Party, their agents, employees, representatives, or other invitees and by the mediator shall be confidential and shall, in addition and where appropriate, be deemed privileged. Such conduct, statements, promises, offers, views, and opinions shall neither be (i) discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, nor (ii) disclosed to anyone who is not an agent employee, expert, witness, or representative of any of the Parties. Notwithstanding the foregoing, however, evidence that would otherwise be discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

k. Termination of Procedure. The Disputing Parties agree to participate in the mediation procedure to its conclusion. The mediation shall be terminated (i) by the execution of a settlement agreement by the Disputing Parties, (ii) by a declaration of the mediator that the mediation is terminated, or (iii) by a written declaration of a Disputing Party to the effect that the mediation process is terminated at the conclusion of one full day's mediation session. Even if the mediation is terminated without a resolution of the Dispute, the Disputing Parties agree not to terminate negotiations and not to commence any additional proceedings prior to the expiration of five (5) days following the mediation. Notwithstanding the foregoing, any Disputing Party may commence additional proceedings within such five (5) day period if the Dispute could be barred by an applicable statute of limitations.

l. Arbitration. (i) If the Disputing Parties are not successful in resolving the dispute through the mediation process, the Disputing Parties shall submit the Dispute to binding arbitration in accordance with the provisions of the Florida Arbitration Act, Chapter 682, Florida Statutes. Judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction. (ii) Selection of Arbitrator. The Authorized Individuals shall have ten (10) business days from the date they cease mediation to submit to each other the name of an acceptable qualified attorney-arbitrators not affiliated with any of the Parties. Provided that the two qualified attorney-arbitrators are available to serve as arbitrators for the arbitration, those to nominated attorney-arbitrators shall jointly select a third qualified attorney-arbitrator who is not affiliated with any of the Parties and the panel of three (3) arbitrators shall schedule a time to conduct an arbitration of the Dispute within thirty (30) days after their selection. (iii) Arbitration Proceeding. The arbitrators' decision on any matter submitted for arbitration shall be based upon what is commonly referred to as the "baseball arbitration" approach, whereby the arbitrators may only decide in favor of the position presented by one of the Disputing Parties, and may not make a ruling/determination other than in favor of one of the positions presented. If more than one issue shall be submitted to the arbitrators for resolution, each such issue shall be deemed a separate arbitration for all purposes hereof, such issues to be identified separately by the Disputing Parties in their submission to arbitration, and each such issue shall be subject to a separate decision by the arbitrators. A decision of a majority of the arbitrators shall be final and binding on the Parties.

m. Fees of Mediation and Arbitration; Disqualification. The fees and expenses of the mediator and/or arbitrator(s), if any, shall be shared equally by the Disputing Parties. The mediator and arbitrator(s), if any, shall be disqualified as witnesses, consultants, experts, or counsel for any Disputing Party with respect to the Dispute and any related matters.

16. Waiver of Jury Trial. FOR ANY MATTER NOT SUBJECT TO MEDIATION OR ARBITRATION, EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER OPPORTUNITY FOR CONSULTATION WITH INDEPENDENT COUNSEL, WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING ARISING FROM OR BASED UPON ANY LITIGATION OR OTHER PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR OBLIGATIONS ARISING FROM THIS AGREEMENT OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENT (VERBAL OR WRITTEN) OR ACTION OF THE PARTIES IN CONNECTION WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO AND SHALL BE SUBJECT TO NO EXCEPTIONS.