

1. **INSTALLATION.** Luxury Electronics Inc. (Luxury) will install the specified Equipment at the Customer's premises. Additional charges may be billed for situations that cause extended interruptions, or are not in accordance with normal installation conditions. Luxury will use its reasonable best efforts to install the Equipment without damaging Customer's premises. Luxury, however, will not be responsible for moving furniture, replacing carpeting or ceiling tiles, any painting or plastering, or making other repairs to Customer's premises resulting from the installation or removal of the Equipment. The Cutover Date shall be the date upon which the Basic System is installed and the customer has received basic directions on how to operate the equipment. For the purpose of defining Cutover Date, the ENTIRE system need not be installed and in service.

2. **LIMITED WARRANTY.** Equipment installed by Luxury is covered by the Manufacturer's Warranty for a period of time specified by each respective manufacturer from the Cutover Date, EXCLUDING LABOR. Warranty service will be provided under Luxury's standard practices as follows: a) If Luxury determines that a defective item of Equipment cannot be placed in good working order, Luxury, at its option may replace the item with comparable equipment. Repair or replacement items provided under this Agreement may be new or refurbished so as to be equivalent to new in performance, and will be furnished on an exchange basis at Luxury's discretion. Returned parts shall become the property of Luxury; b) The Warranty period for all replacement Equipment added by Luxury shall be for the term of the original warranty period; c) The Warranty is not transferable and shall remain in effect for original purchaser only; d) The Warranty provided herein does not cover damage, defects, malfunctions, or other service failures caused by: (1) Customer's failure to follow Luxury's and equipment Manufacturer's environmental, installation, operation or maintenance specifications or instructions. (2) Modifications, alterations or repairs made by anyone other than Luxury. (3) Customer's mishandling, abuse, misuse, negligence, or improper storage, servicing or operation of the Equipment (including without limitation use with incompatible inferior equipment). (4) Power failures, surges, fire, flood, accidents, actions of third parties or other events outside Luxury's control. (5) Labor to restore programming on computerized systems. (6) Problems caused by the Customer's telephone, cable, internet, satellite or power company. (7) Batteries. Repairs necessitated during the Warranty period by any of the foregoing causes may be made by Luxury, and the Customer shall pay Luxury's standard charges for labor time, materials and truck roll, together with all shipping and handling charges arising from such repairs. EXCEPT AS SPECIFICALLY MADE HEREIN, LUXURY, ITS SUPPLIERS AND AFFILIATED SUBCONTRACTORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **SERVICE.** Luxury will normally respond to repair calls within 72 hours, or sooner if possible.

4. **LIMITATIONS OF LIABILITY & EXCLUSIVE REMEDIES:** Under no circumstances shall Luxury be liable for any indirect, special, incidental or consequential damages (including but not limited to lost profits) directly or indirectly relating to or arising out of Customer's inability to use the Equipment or any part thereof, either separately or in combination with other Equipment, regardless of the form of action, whether in contract, tort (including but not limited to negligence), strict liability or otherwise, and whether or not such damages were foreseen or unforeseen. In no event shall the damages for which Luxury might be held responsible exceed the total price specified in the Agreement.

5. **DEFAULT.** If the Customer breaches any provision of this Agreement, including, without limitation, its payment obligations, Customer shall be in default hereunder, and all unpaid amounts shall, at Luxury's option, become immediately due and payable. Upon any such default and until such default is remedied, Luxury may cease to perform its obligations under this or any other Agreement between the parties, including, but not limited to its obligations to install, service, repair or replace the Equipment. Luxury shall retain title to and ownership of the Equipment until all amounts due under this Agreement shall have been first paid in full. Luxury shall be entitled to recover all costs and expenses, including reasonable attorney's fees and costs of collection associated with enforcing its right's hereunder. Luxury may charge interest on overdue amounts at the rate of 1.5% per month, but not in excess of the highest rate permitted by law, whichever is less.

6. **FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, Luxury shall not be deemed in default of this Agreement for any delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, nuclear accident, flood, war, water, the elements, labor disputes, civil disturbances, government requirement, civil or military authority, acts of God or public enemy, inability to secure products or transportation facilities, acts or omissions or carriers, or other causes beyond Luxury's reasonable control, whether or not similar to the foregoing.

7. **MISCELLANEOUS.** This Agreement shall be irrevocable after seventy two (72) hours from execution, providing installation has not been started. If installation has been started, Customer will be responsible for the labor portion of the Agreement price and any re-stocking fees charged by the Manufacturers. This Agreement may not be amended or supplemented except by a writing executed by both parties. Additional or conflicting terms and conditions contained in any Customer document (including, but not limited to Customer P.O.s) are hereby rejected by Luxury and shall be of no force or effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada according to its fair meaning with equal benefit to both parties, and any disputes that might arise between Luxury and Customer hereunder shall be resolved by binding Arbitration proceedings in Clark County, Nevada. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired. All notices shall be in writing and shall be delivered or sent by registered or certified mail, return receipt requested, to the addresses indicated in this Agreement or to such other addresses as the parties shall specify by giving notice pursuant hereto.

8. **CHANGE ORDERS.** No changes shall be made to the Equipment or other work specified in the Agreement without a written Change Order signed by both Parties specifying the items changed and any price adjustment. In the event of a price increase from a Change Order, the additional price shall be due and paid upon execution of the Change Order.