



# SERVICE AGREEMENT

LEGAL NAME OF BUSINESS		DATE	INTERNET ADDRESS
OWNER	ALTERNATE CONTACT		POSTION
ADDRESS		PHONE	FAX
CITY	STATE	ZIP	EMAIL

**CONTROLLING PROVISIONS:** No terms and conditions other than the terms and conditions contained herein shall be binding upon Designs by Yogi, LLC d/b/a Operation 32 unless accepted by it in writing signed by Operation 32. All terms and conditions contained in any prior oral or written communication, including, without limitation, Customer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Operation 32, whether or not they would materially alter this document, and Operation 32 hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Customer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

**TERMS:** Operation 32 is a business-to-business manufacturer of panel goods for trade professionals. Customer agrees to pay for the products according to the following Operation 32 payment terms. In the event Customer fails to make any payment to Operation 32 when due, Customer's entire account(s) with Operation 32 shall become immediately due and payable without notice or demand. All past due amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by law. Customer does hereby grant Operation 32 a purchase money security interest in the products until such time as Operation 32 is fully paid. All new customers and or accounts are required to pay a fifty (50) percent deposit on the first five projects to be completed by Operation 32, due and payable at time of order confirmation. After the first five orders from the same customer, a fifty (50) percent deposit will no longer be required by Operation 32. In addition, a fifty (50) percent deposit is required for (including but not limited to) any and all special orders for materials not stocked by our vendors, or for orders greater than \$5000.00, for new as well as established clients. Operation 32 reserves the right to request advanced deposit or even payment in full for projects at the full discretion of Operation 32. All payments must be made in cash, check or money order. The balance is due in full before or upon final product delivery (pick up). All orders must be placed on Operation 32 order forms to be a valid order. Once an order is placed with Operation 32, a confirmation of order with cost estimate will be sent to the Customer by Operation 32 awaiting final approval by the Customer in writing and faxed or mailed back to Operation 32. Price quotations are valid for thirty (30) days from the date on the Confirmation. Operation 32 accepts no liability for data entry errors made by the Customer or Operation 32. Operation 32 will not process an order without signed confirmation form by client or without any payment due if applicable. Operation 32 will not accept order cancellations once order has been processed. Customer is responsible for payment in full for all processed orders.

5051 N.W 13<sup>th</sup> Ave, Suite C, Deerfield Beach, FL 33064  
Tel: 954-428-9797 Fax: 954-428-9191  
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# OPERATION 32

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**REMEDIES OF OPERATION 32:** Upon default by Customer, Customer agrees to reimburse Operation 32 all attorney fees and court costs incurred by Operation 32 in connection therewith. Customer agrees that any of the following shall constitute an event of default which shall enable Operation 32, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Customer to perform any term or condition contained herein; (b) any failure of Customer to give required notice; (c) the insolvency of Customer or its failure to pay debts as they mature, an assignment by Customer for benefit of its creditors, the appointment of receiver for Customer or for the materials covered by this order or the filing of any petition to adjudicate Customer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Customer; (e) a failure by Customer to provide adequate assurance of performance within ten (10) days after a justified demand by Operation 32 or (f) if Operation 32, in good faith, believes that Customer's prospect of performance under this Agreement is impaired. All rights and remedies of Operation 32 herein are in addition to, and shall not exclude, any rights or remedies that Operation 32 may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Customer shall pay all such charges.

**GOVERNING LAW:** This transaction shall be governed in all respects by the laws of Florida. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Operation 32 within the applicable statutory period, but in no event more than **ONE (1) YEAR** after the date of invoice.

**DELIVERY:** Operation 32 will make a good faith effort to complete delivery of the products as indicated by Operation 32 in writing, but Operation 32 assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Operation 32, including, but not limited to, liability for Operation 32 non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Operation 32. Under no circumstances shall Operation 32 be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay. **ALL ORDERS MUST BE PICKED UP BY THE CUSTOMER WITHIN FORTY EIGHT (48) HOURS OF SCHEDULED DELIVERY DATE OR COMPLETION DATE.**

**WARRANTY: THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE BOARD MANUFACTURER. OPERATION 32 MAKES NO EXPRESSED OR IMPLIED WARRANTIES. OPERATION 32 HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL OPERATION 32 BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY OPERATION 32. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL OPERATION 32 LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY OPERATION 32 AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."**

**RECOMMENDATIONS BY OPERATION 32:** Customer acknowledges that Operation 32 does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Operation 32 and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Customer. Operation 32 neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Operation 32 concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Operation 32 to make recommendations or give advice to Customer shall not impose any liability upon Operation 32.

**INDEMNIFICATION:** The Customer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products. Operation 32 makes no promise or representation that the products or services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Operation 32.

Operation 32 shall not be responsible for any losses or damages sustained by the Customer or any other person as a result of improper installation or misapplication of the products. Customer shall defend, indemnify and hold harmless Operation 32 and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Customer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Customer or of the information, designs, services or other work supplied to Customer, whether caused by the concurrent and/or contributory negligence of Customer, Operation 32, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

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**INSPECTION AND ACCEPTANCE:** Claims for damages: Customer shall have no right to reject the products for any reason or to revoke acceptance unless due to errors of Operation 32. Customer hereby agrees that the day of delivery (pick up by the customer) is a reasonable amount of time for such inspection. Customer shall have (7) seven days from the day Customer receives any product to notify Operation 32 in writing of any defects, and non conformance which are not due to damage, shortage, or errors of Operation 32. Customer shall have no right to order any change or modification to any product or service previously ordered by Customer or its representatives or cancel any order without Operation 32 written consent and payment to Operation 32 of all charges, expenses, commissions and reasonable profits owed to or incurred by Operation 32. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement of the merchandise subject to the manufacturer's inspection and warranty.

**RETURNS:** No returns.

**SHIPMENTS:** All products are delivered F.O.B., point of shipment. Risk of loss shall transfer to the Customer upon tender of goods to Customer or Customer's representative. The cost of any special packing or special handling caused by Customer's requirements or requests shall be added to the amount of the order. Claims for damages, once Customer inspects the product, Operation 32 responsibility for the product ceases upon tender of goods to Customer or Customer's representative.

**TAXES:** The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Customer unless Customer provides Operation 32 with an exemption certificate acceptable to the taxing authorities. Any taxes which Operation 32 may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Customer, who shall promptly pay the amount thereof to Operation 32 upon demand.

**SEVERABILITY:** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

**NON-WAIVER:** Operation 32 failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Operation 32 rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by an Operation 32 representative.

**ENTIRE AGREEMENT:** This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by Operation 32. All transactions shall be governed solely by the terms and conditions contained herein.

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Name

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Date

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Customer Signature

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