

GoldStar Maintenance Agreement - ADDITIONAL TERMS AND PROVISIONS

Apple Door Systems, herein after referred to as "Company", agrees to perform the maintenance services listed below for 1 or 3 years (as specified on order form) from the date of this agreement. This will include one service inspection per year as stated on page 1 of this agreement.

PAYMENT INFORMATION: Customer agrees to pay for service in full when each inspection is completed by check or credit card, C.O.D. Customers with an open account agree to pay on a net 30 days basis. All open balances past 30 days are subject to finance charges as reference at the bottom of page 1.

EQUIPMENT: Company reserves the right to inspect all equipment covered by this agreement as scheduled on page 1 prior to starting any work. Prices quoted in this agreement are subject to change if equipment is in need of repairs beyond lubrication and minor adjustments. The annual investment to be paid by Customer under this Agreement is based upon the maintenance of the Equipment and Accessories listed on page 1 of this Agreement as a complete garage door system. Customer may not delete Equipment or Accessories from the annual maintenance provided hereunder. In the event additional equipment is added to Customer's door or awning system, the same will be covered at an increase of the annual charge.

CUSTOMER'S RIGHT TO CANCEL: Customer may cancel this Agreement with written notice to the Company within 30 days from the expiration of this agreement. Customer is obligated to pay for the full amount of this agreement. No early termination will be allowed.

COMPANY'S RIGHT TO CANCEL: Prior to commencement of work or at anytime during the term of this agreement, Company may cancel this agreement if equipment covered is not now or should become inoperable or in need of repair beyond lubrication and/or minor adjustments. Company reserves the right to terminate this Agreement immediately in the event: (i) the system has not been used solely for the purpose and under the condition for which it was designed or has been subjected to misuse, alteration, accident, or abuse. (ii) Customer has any part of the garage door system serviced by a company other than Apple Door Systems, or (iii) Customer fails to fulfill the payment terms of this Agreement.

RENEWAL: Customer and Company may agree to renew this agreement within 30 days of its termination. The cost of the renewal must be agreed upon in writing by both parties in advance of commencement of said agreement.

REFUNDS OR CREDITS: Company agrees to provide annual inspections as stated on page 1 of this agreement. Customer is obligated to allow company to perform inspections annually at a mutually agreed upon time within 90 days of the anniversary date of the agreement. Should Customer not allow Company to schedule and perform said inspections, Customer will be obligated to pay in full for inspections regardless of whether the work is performed or not. No refunds or credits of any kind will be allowed.

WARRANTIES & LIMITATIONS ON WARRANTIES: Company warrants that all work performed hereunder will be completed in a professional manner and said work shall be free from defects in workmanship for a period of twelve (12) months from the date said work was performed. Only the manufacturer's warranty is provided on any parts or materials provided in connection with the work. Company's obligation for defective products and/or workmanship or any damage caused thereby, and Buyer's exclusive remedy, shall be limited to the replacement of any defective parts or workmanship and shall be conditioned upon Company receiving actual written notice of said defects within a warranty period(s) applicable. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

TRANSFERABILITY: This Agreement is transferable to the subsequent owner of the structure where the door or awning system is installed provided Customer notifies Company within 90 days of the date of transfer of ownership.

ENTIRE AGREEMENT: This Agreement sets for the entire agreement between the parties and supersedes all other agreements either written or oral concerning the subject of this agreement.