



Florida Lifts LLC
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PURCHASE CONTRACT

FLA18-_____

This contract dated as of _____ is entered into between Florida Lifts, LLC, a Florida Limited Liability Company of 1718 Corporate Drive, Boynton Beach, FL 33426 (hereinafter known as "Elevator Contractor"), and Hell 'N Blazes Brewing Company whose principal address is 1002 E New Haven Ave Melbourne, FL 32901 (hereinafter known as "Customer"), and shall become effective when signed by both parties and upon receipt of the first payment by Elevator Contractor.

Goods to be sold:

Elevator Contractor agrees to provide and install **one** Savaria Delta Indoor Straight inclined platform lift (the Goods") per the scope of work and specifications attached hereto as Exhibit A.

1. Purchase Price and Payment Terms:

The Customer shall pay to Elevator Contractor for the Goods specified the sum of Seventeen Thousand Nine Hundred Dollars, (\$17,900.00) "Purchase Price", in accordance with the following schedule:

- \$13,500.00 payment ("First payment") shall be due upon contract signing. The first payment shall be considered a non-refundable deposit which shall become the property of Elevator Contractor should this contract be cancelled by the Customer at any time or should the Customer be in default of this Contract. If this order is canceled by the Customer for any reason, the Customer agrees to reimburse the Elevator Contractor for all costs and expenses incurred in connection with this Contract, which may be in addition to the non-refundable deposit amount.
- \$4,400.00 payment ("Final payment") of the Purchase Price shall be paid to Elevator Contractor shall be due upon completion of the installation and prior to turnover to the Customer.

Customer agrees to permit Elevator Contractor to commence installation within one week of Elevator Contractor's receipt of Goods from the factory. If the installation is delayed, halted or interrupted for any other reason beyond the control of Elevator Contractor, (including but not limited to having permanent power at the installation site) the balance due, less the sum of one thousand dollars, is to be paid to Elevator Contractor at that time. The balance of one thousand dollars shall be paid by Customer to Elevator Contractor within 10 days of completion of installation.

All payments are to be made payable to Florida Lifts, LLC and sent to:

*Florida Lifts, LLC
P.O. Box 740708
Boynton Beach, FL. 33704-0708*

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Customer agrees to pay late fees at a rate of 1% per month on all amounts past due.

2. Changes:

All changes to the Goods, or to the Scope of Work shown in Exhibit A, must be agreed to in writing by the Elevator Contractor and Customer in order to be binding and an agreed upon Purchase Price adjustment made as applicable. All changes to the Purchase Price shall be added to, or deducted from, the next payment milestone shown in Paragraph 1 above.

3. Customer Default:

Customer acknowledges that this equipment is custom made for this particular installation. If Customer fails to make any payment when due, Customer shall be deemed to be in default of this contract. Elevator Contractor shall be entitled to all remedies provided under the laws of the state of Florida through its adaptation of the Uniform Commercial Code, or otherwise, including but not limited to specific performance.

In the event it becomes necessary for Elevator Contractor to retain legal counsel, or undertake litigation, or to otherwise protect Elevator Contractor's rights under this contract, or to defend Elevator Contractor against claims which are Customer's responsibility, Customer shall pay reasonable attorney's fees and related costs whether or not such litigation proceeds to final judgment.

4. Risk of Loss and Title to Goods:

Elevator Contractor shall bear all risk of loss to the goods due to fire, windstorm, accident, theft vandalism etc., prior to the commencement of installation of Goods at the Customer's job site. Customer shall bear all risk of loss to the Goods thereafter.

5. Delay in Delivery:

It is intended that delivery and installation take place within eight to ten weeks after the date approval of shop drawings and placement of order with the factory. Since the Goods are custom made, a backlog at the factory may cause a delay in delivery. Elevator Contractor assumes no responsibility for such delays or for failure to deliver goods to Customer on a particular date due to circumstances beyond its control.

6. Applicable Law:

This contract shall be governed in accordance with the laws of the State of Florida

7. Successors or Assigns:

This contract shall be binding upon the successors in interest or assigns of Elevator Contractor or Customer. No Assignment of this purchase contract may be made without the written consent of the other party.

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8. Manufacturer's Warranty

The Goods include the manufacturer's standard limited parts warranty to replace defective parts covered under such warranty exclusive of labor. Labor is warranted by the Elevator Contractor for 90 days following installation. The manufacturer's parts warranty may require that the Goods be maintained throughout the warranty period by an authorized manufacturer's representative under a separate maintenance contract. Any warranty is conditioned on written notice to the Elevator Contractor within warranty period and contingent upon receipt of final payment to Elevator Contractor.

9. Permitting

Elevator Contractor will use its customary and normal efforts to assist the Customer in obtaining required permits and approvals to complete the work including preparation and filing of all permit applications but in no way shall be liable for delays or denial of any such permits or approvals. Customer assumes all expenses of any additional requirements mandated by any permitting or other approval authority and not specifically included in the attached Scope of Work.

Elevator Contractor

Customer

Florida Lifts, LLC

By _____

By _____

Date _____

Date _____

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Exhibit A

Scope of Work

The Elevator Contractor hereby agrees to provide all labor and material as necessary to install **ONE** Delta indoor straight inclined platform lift at the following job location:

Job Name: Hell 'n Blazes Brewing Company
Project Location: 1002 E New Haven Ave.
Melbourne, FL 32901

Contact: Don DiFrisco
Phone: 954-818-2640
E-Mail: don@HellnBlazesBrewing.com

The inclined platform lift specifications are as follows:

Savaria Delta Indoor Straight Inclined Platform Lift

1. Travel: Approx.~45" nose to floor travel **TBV**
2. First set of risers: 3 ea w/45" nose to floor (**TBV**); lower landing approx. 60"+ in depth (**TBV**);
Upper landing approx. 60"+ in depth (**TBV**)
3. Indoor Application
4. 550 lb. capacity
5. Pendant Control
6. Power Folding Platform
7. Power Folding Arms
8. Project Type: **Commercial**
9. Power Supply 110/115 Volt 60 Hz
10. Cab Type Selection and Handling: Type :Left Hand
11. Platform Size: **30.5"x 49.2"**
12. Audio Visual Alert
13. Folding Side Ramp: No
14. **Wall-Mount**

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Work to be done by others (not Elevator Contractor):

Electrical:

- Provide electrical service required by manufacturer's specifications.

Structural:

- Structural engineer to ensure building / walls will be able to support loads imposed by lift. Customer to provide necessary backing to support wall mount brackets of lift.

Finish work:

- Any finish work that may be required at landings, walls, handrails, stairs, etc. shall be completed by others

Misc:

- This proposal includes the necessary State of Florida elevator permit and inspection. Any additional engineering or permits that may be required will be the responsibility of the Customer. It is Customer's responsibility to ensure that there is enough clear space on the stairwell when lift is in it's folded position to meet the minimums of Florida Building Code / Accessibility Code.