

ADDITIONAL TERMS AND CONDITIONS FOR SYSTEMS AND INSTALLATIONS

- 1. Confidentiality** The proposal drawings and/or specifications of any quotation are confidential and represent Seller's investment in engineering skill and development and remain the property of Seller. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to Seller. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering. Purchased materials and/or components referred to by trade-names or by manufacturer may be interchanged at the option of Seller with other material and/or components of at least equal quality and value. Upon order from Seller, the Buyer shall be required to review and sign all drawings and specifications applicable to said order with reasonable promptness. Seller shall thereafter execute the work in accordance with such drawings.
- 2. Scope of Work** Seller shall furnish all labor, tools, equipment and material to perform the work unless otherwise specified.
- 3. Construction Area** Buyer will provide the Seller with a free and clear construction site. All material and/or construction trades not removed from the area, and any work performed by the Seller to clear the construction area will be paid for by the Buyer. Buyer will furnish Seller with adequate electrical power to efficiently operate the power tools required for the installation. Seller will furnish 100 feet of extension cord per power tool required, and Buyer will provide adequate outlets within the 100-foot perimeter. Buyer shall provide the Seller with water, lighting, heating, sanitary facilities, fore protection equipment and/or security watch, as may be required, at no expense to the Seller.
- 4. Unloading, Spotting, and Storage** Buyer shall provide Seller with adequate unloading facilities, truck docks, rail docks, truck and rail dock boards capable of supporting lift truck equipment, and sufficient access to same to insure Seller's efficient unloading procedure.
- Any demurrage charges for rail or truck shipments, or excessive unloading costs, caused by inadequate facilities or Seller's access to same, shall be paid in full by the Buyer. Buyer shall provide the Seller with adequate covered storage area for the component parts of the material supplied immediately adjacent to the construction area. Adequate aisles shall be provided by the Buyer to provide efficient handling of the materials from the unloading or storage area to the construction site. Should the Buyer elect to unload the material, Buyer shall also spot the material in the construction area as required by the Seller, and all equipment and labor required to spot said material will be furnished by the Buyer at no cost to the Seller. Should the Seller be required to unload the material, Seller will schedule the arrival of the material, men and equipment.
- 5. Commencement of Installation at Job Site** Seller will not be obligated to commence work at job site until receipt of written notice from Buyer that Buyer's building is ready for use and necessary utilities and equipment (pursuant to paragraph 3) are supplied thereto. Installation of machines and other equipment sold by the Seller, unless otherwise specified, shall be at Buyer's expense.
- 6. Changes in Work** Should the Buyer order changes in the work, such orders and adjustments shall be made in writing to the Seller. The contract price shall be adjusted according to the changes in the work specified. In addition, all claims by the Seller for any extra work will be made in writing before the execution of the work.
- 7. Cleaning Up** Seller will clean up all debris created by them during the installation. Customer shall provide trash container for removal of debris and shall locate the container not more than 100 feet from the installation area.
- 8. Inspection of Work** Seller shall permit and facilitate inspection of the work by Buyer, its agents, and/or public authorities at all times unless such inspection impedes work progress.

- 9. Floors** Buyer is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Buyer shall pay for all material and labor required to shim the proposed installation due to an uneven floor surface in excess of plus or minus 1¼" elevation variation over the entire floor area. The Buyer shall pay any costs incurred by Seller for drilling anchor holes as a result of interference with reinforcing rods, mesh, or other materials or due to hard or tough anchor receiving materials.
- 10. Surveys, Permits, and Regulations** Buyer shall procure and pay for all permits and/or inspections required by any governmental authority for any part of the work performed by the Seller. Buyer shall also furnish any bonds, security or deposits, required to permit the performance of the work.
- 11. Performance of Work** With respect to Seller's performance, if either before or after Seller's work has commenced it is discovered that any of the conditions specified in Paragraphs 3, 4, 9 and 10 do not prevail, then the erection crew foreman may at his discretion have the crew, at the expense of the Buyer, perform such work as may be necessary or appropriate in order that the specified conditions may be brought about, or may delay the beginning of the work, or if already begun may discontinue the work, and if he considers it impractical to keep the erection crew on-site, may have the crew depart from the site. All extra costs incurred by Seller as a result of the nonexistence of any one or more of the conditions mentioned above, including the work done by the erection crew in correcting any of said conditions, and the cost incurred by reason of the crew's leaving the site and later returning to the site when the required conditions prevail, shall be paid by the Buyer. All material and equipment for testing the installation shall be provided at Buyer's expense.

At the time when the Seller states to the Buyer that the work is complete, the Buyer will inspect the work, and if the work is in conformity with the terms and provisions of the proposal, the Buyer shall accept the same and deliver to the Seller a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform the Seller in writing of the reasons for such declination. If the Buyer fails to so notify the Seller, or if the Buyer fails to make such inspection, the work shall be conclusively deemed to have been accepted by the Buyer.

- 12. Overtime** The proposal is based on a normal eight-hour working day and no provision has been made for overtime or shift premium pay. Should the Buyer request overtime or shift work, such request shall be made in writing to the Seller. Buyer will reimburse Seller for any premium pay, applicable federal and state payroll taxes, compensation and liability insurance premiums, union fringe benefits (if applicable) and supervisory premiums resulting from overtime or shift work requested plus reasonable profit.
- 13. Union or Non-Union Labor** The Buyer is responsible for contracting the Seller's work force on a union or non-union basis. Seller will quote either/both based on the Buyer's guidance. Once the Buyer contracts for work to be performed on either basis, the Buyer assumes responsibility that the work contracted for can be performed on that basis. Should a contract be let on a non-union basis, the Seller assumes that all facilities and work have been properly cleared for such labor. If the Seller is confronted with a union challenge, the Buyer shall be so advised. The Buyer is then responsible for resolving said issue. If the Buyer does not resolve the issue promptly, the Seller shall vacate the job site until such time as the Buyer resolves the issue. All expenses incurred by the departure, delay, restructuring (if necessary), and return of the Seller's work force shall be the sole responsibility of the Buyer.