

TERMS & CONDITIONS

ATTACHMENT

DEFINITIONS:

- A. This *Agreement*, includes the attached or the linked *Service Order*, is by and between **Subcontractor** and undersigned **Customer** listed in the same..
- B. **Project(s)** herein, is any real or proposed materials and/or labor as generally defined in the linked *Service Order*.
- C. **Subcontractor** herein, is the party listed in the header of the linked *Service Order*, offering materials and/or labor to **Customer**.
- D. **Customer**, herein, is the undersigned party in the linked *Service Order*.
- E. **Project Total** herein, refers to the total amount of payment to undersigned **Subcontractor** to complete **Project** as determined by the provisions of this agreement

TERMS and CONDITIONS

1. **Subcontractor** in this Agreement--- is not the General Contractor for this project.
2. **Subcontractor** does not provide any other specialty work not listed herein.
3. **Payment Terms** are as defined in the main Agreement.
4. The agreed PSF rate, times floor area plus accessories installation subtotal, defines the LABOR TOTAL in Section A of the main Agreement.
5. Welding work (ex., stairs, mezzanine) is an additional charge.
6. **LABOR TOTAL** from the main Agreement does not include the material building and accessories.
7. **Subcontractor** not responsible for project items missing or damaged during shipping or while **Subcontractor** is not present at Project Site.
8. Rates/Total herein invalid after 7 calendar days w/o received this mutually signed agreement sent to both parties by a verifiable fax or internet email.
9. In case of dispute, **Subcontractor** reserves right to withdraw this offer and signed agreement at any time by returning deposit and any other payments.
10. All Deposits are nonrefundable after 3 calendar days of submittal. Services rendered in return for the deposit include consultation and schedule placement.
11. **Customer** agrees to review the entire Agreement and note inconsistencies against the latest revision specs and drawings. Non-cancellable by **Customer**.
12. **Customer** affirms latest Project drawings emailed to **Subcontractor** prior to date of this agreement.
13. **Subcontractor** is not responsible for obtaining the latest revisions to the related **Project** drawings, and its incorporated **Project** work changes.
14. **Customer** agrees not to compete for **Subcontractor's** employees or network associates with or without a signed agreement, or in the event of a withdrawn agreement.
15. **Customer** may not offer work to any present or replaced worker or company, initially provided by **Subcontractor**, regardless of whether **Subcontractor** continues, is released or resigns at any point of negotiation or **Project** work.
16. **Subcontractor** reserves right to replace its workers and subs as necessary, at any time to complete **Project**, without objection or interference from Customer.
17. **Customer** agrees not to discuss financial rates, amounts, totals, etc with **Subcontractor's** crew/staff members or associates other than the undersigned.
18. **Subcontractor** warranties faulty workmanship for 90 days. **Customer** will seek warranty claims for building and components from the associated manufacturer or supplier.
19. **Customer** provides all dealer recommended materials for the project, if needed, to include anchoring bolts, stiffening straps, caulk & sealing tape.
20. Changes to the Work Scope or Work Site may entail a change order without invalidating this Agreement.
21. **Customer** to pursue and obtain all city, county state permits & fees for **Project**.
22. Subsequent direction, by any authoritative entity, to add additional crew members for incidental safety requirements may incur additional charge to **Customer**.
23. This Agreement and LABOR TOTAL based on one mobilization only. Staging due to delays may incur extra charge
24. Excessive inclement weather may incur charge to **Customer** for related expenses.
25. **Customer** agrees to method of payment as defined in each progressive invoice.
26. **Subcontractor** not responsible for permits, soil testing or foundation, unless first agreed in writing.
27. Haul off of any material is not included. Lawn and grass repair not included.
28. Material & labor for column grouting, bearing plates, setting/leveling nuts, not included.
29. Specialty vendor tools ex., roof seamers, crimpers, not included in LABOR TOTAL.
30. Any clean up, touch-up or painting of any kind, including minor scratched is not included. Other glazing, painting or coatings of any kind are not included.
31. Pipe penetrations and pipe flashings are to be furnished and installed by others.
32. Flat, level ground clearance of 25' on all sides of the building must be available to safely & efficiently erect the structure. City/ generator power outlet must be available within 100' of bldg.
33. Parties agree all other discussion of estimates, rates and totals are nonbinding until mutually agreed in writing.
34. No claim is made that Agreement is complete in total project costs and/or materials.
35. **Customer's** scheduled building installation is assigned a queue to start at the approximate delivery date forecasted at the time of paid deposit. At the time of actual delivery, **Subcontractor** will begin installation after completing any other projects in progress.
36. **Customer** to provide heavy equipment for offloading of building at delivery.
37. **Customer** agrees to cover time-costs for correction of excessive manufacturing defects and omissions at \$50 per man hour. Change Orders are same rate. Due next payable Term.
38. Venue for disputes will be arbitrated or litigated as designated by **Subcontractor**.
39. **Customer** affirms no part of this project is held to any Davis-Bacon or Prevailing Wage requirement, and to cover such costs over and above LABOR TOTAL.
40. Heavy equipment provided as described in main Agreement.
41. Full anchor bolt layout and installation to be provided by **Customer**.
42. Parties further agree that any written agreement bearing a later submittal date serves only as an addendum, and does not supersede the provisions herein, unless addressed by its corresponding item number with the desired change.
43. Parties agree terms listed in "Special Conditions" of corresponding Service Order take precedence over any conflicting or similar term in these **Terms & Conditions**.