



GENERAL TERMS AND CONDITIONS

ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract.

PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts of omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, writing, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

REPORTS When inspection and/or test services are selected such inspection and/or test shall be completed on Seller's then current inspection form which shall be given to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system

which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.

ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement.

EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of 1 year from delivery of said equipment, or, if installed by Seller, for 1 year from installation. This warranty does not extend to any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of 30 days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within 30 days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within 30 days of the date of the original repair. Refrigerant leak repairs are warranted for a period of 30 days. If within 30 days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No promise not contained herein or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend and hold Seller harmless from any and all third party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or other. The foregoing limitation of warranty and liability shall supersede any and all other warranty terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract providing that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other provisions and the remainder of the unaffected provisions.

ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

CLAIMS AND CHOICE OF LAW The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one year after the accrual of the cause of action or one year after the claims arises, whichever is shorter, whether known or unknown when the claims arises or whether based on tort, contract, or any other legal theory. The law of Wisconsin shall govern the validity, enforceability and interpretation of

this Agreement. The parties agree that the venue for any litigation shall be Fond du Lac County, Wisconsin.

OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

INDEMNIFICATION To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and its agents and employees from and against any and all actual or alleged claims, fines, penalties, liens, causes of action, suits, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, attorneys' fees, that arise from, relate to, or otherwise are connected with or incidental to the work performed under this Contract whether or not such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Seller reserves the right to select counsel to represent it in any such action.

DEFAULT In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra to the Contract price.

HAZARDOUS CONDITIONS Purchaser represent to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Purchaser shall not be responsible for the testing, removal or disposal of such hazardous materials.

OSHA COMPLIANCE Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON OWNERS LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

LAST UPDATE: 2/17/15