

**Vezér Industrial Professionals**  
**General Terms & Conditions**  
(Revision 2020-01)

**TERMS AND CONDITIONS OF PROPOSAL (REV. 2020-01)**

**CONTRACTOR'S PROPOSAL IS EXPRESSLY CONDITIONED UPON THE FOLLOWING TERMS AND CONDITIONS. IF CLIENT CONTRACTS WITH CONTRACTOR FOR THE WORK DESCRIBED IN THE PROPOSAL, THEN CLIENT AGREES TO AND ACCEPTS ALL OF THE FOLLOWING TERMS AND CONDITIONS. OUR SILENCE TO ANY DEVIATING TERMS AND CONDITIONS OR COUNTERCONFIRMATIONS SHALL NOT BE CONSIDERED ACKNOWLEDGEMENT OR CONSENT. WE HEREBY EXPRESSLY OBJECT TO SUCH DEVIATING TERMS AND CONDITIONS OR COUNTERCONFIRMATIONS OF THE CLIENT.**

1. For the purposes of these Terms and Conditions, the term "CONTRACTOR" shall refer to the following entities, whichever one is the contracted entity in the final agreement resulting from CONTRACTOR's Proposal (the Final Agreement): Machine Repair International, LLC (MRI); Mining Management International, Inc. (MMI); Vezér Industrial Professionals, Inc. (VIP); Vezér Industrial Professionals, Canada Ltd. (VIPC); Vezér Offshore Company (VOC); or any other entity owned or controlled by Frank Vezér, a Vezér trust, or any combination of the foregoing. Notwithstanding anything written in these Terms and Conditions or the Final Agreement, although there may be other CONTRACTOR companies listed in CONTRACTOR's Proposal and/or the Final Agreement, the only CONTRACTOR company contracted and bearing any responsibility or liability in the Final Agreement is the specific company listed as the CONTRACTOR in the Final Agreement.
2. All work in California shall be performed by and contracted with Mining Management International, Inc.
3. The term "CLIENT" shall refer to the entity hiring or contracting CONTRACTOR's services and to whom the Proposal was submitted. The Proposal shall apply only to the project for which it was submitted ("Project").
4. CONTRACTOR's Proposal, including the Terms and Conditions, shall be deemed to be included as a contract document in the Final Agreement. The Proposal sets forth the work, services, labor, materials, and equipment to be provided by CONTRACTOR to CLIENT ("Work"). Notwithstanding anything else stated or implied in the Final Agreement, the CONTRACTOR's Proposal, including these Terms and Conditions, shall supersede, prevail, and govern over any contradicting terms set forth in the Final Agreement.
5. CONTRACTOR reserves the absolute and exclusive right to revise CONTRACTOR's Proposal up until CONTRACTOR and CLIENT have both signed the Final Agreement. When CONTRACTOR and CLIENT have both signed the Final Agreement, the then-current version of CONTRACTOR's Proposal will be the official Proposal applicable to the Final Agreement.
6. CONTRACTOR's Chief Executive Officer and Chief Operations Officer are the only CONTRACTOR representatives authorized to change, add, delete, or waive any term in CONTRACTOR's Proposal and/or the Final Agreement. Any change, addition, deletion, or waiver by CONTRACTOR of any term in CONTRACTOR's Proposal and/or the Final Agreement is effective only if made in writing and signed by CONTRACTOR's CEO or COO.
7. If, after execution of the Final Agreement, it is determined that certain materials will not be feasibly available, and substitution must be obtained, CLIENT and CONTRACTOR shall work together in good faith to determine the amount of any savings or increase in the Contract Price (as defined below).
8. Unless specifically stated in CONTRACTOR's Proposal, all welds are CS, single pass fillet welds, wire or stick as CONTRACTOR deems is feasible. Kiln & mill shell is welded per AWS.D.1.1 not to exceed 1" defect/12".
9. All girth gear and pinion alignments are based on Falk service manual 6801.01 July 1961 based on a two-indicator alignment procedure.
10. Drug testing shall be on a voluntary basis only, in accordance with CONTRACTOR's policy.
11. The Proposal pricing is based on following the minimum standards required by either MSHA or OSHA for the applicable operation. However, if the CLIENT's safety policies require more stringent standards, CONTRACTOR reserves the right to adjust the Proposal pricing for the impact of such standards.
12. Any liners, bolts, or parts that adhere to the shell, or head, or any other equipment or components, and cannot be removed with the reasonable force of a twelve (12) pound hammer, will be considered outside the scope of CONTRACTOR's Work and will be performed on a time and material basis.
13. If there is a safety violation, CONTRACTOR shall issue a verbal warning to the employee. If there is a second safety violation of the same nature by the same employee, CONTRACTOR shall issue a written warning to the employee. If there is a third safety violation of the same nature by the same employee, then CONTRACTOR shall remove the employee from the Project site. CONTRACTOR shall endeavor to adhere to all federal, state and provincial safety and health requirements applicable to the Project and Work; however, CLIENT shall have no right to terminate CONTRACTOR for safety violations. Only individual persons, not CONTRACTOR or any company hired by CONTRACTOR, are subject to removal from the Project site.
14. PPE, tools, materials or any other safety equipment required to meet certain criteria above and beyond MSHA, OSHA or provincial requirements are subject to be billed at cost plus fifteen percent (15%).
15. Any work not specifically addressed in CONTRACTOR's Proposal as work to be performed by CONTRACTOR is excluded from the Proposal and Final Agreement. In the event that any change order work or additional work is requested and agreed upon by CONTRACTOR, then such work shall be awarded to the CONTRACTOR and performed on additional time and material contract basis. For delay stand-by charges see Item 38.
16. CLIENT shall supply all necessary utilities, including air, water, electricity, and sanitary facilities, unless specifically included in CONTRACTOR's Proposal.
17. CONTRACTOR's Proposal does not include any permits, bonding, or governmental fees associated with the Project, nor is there any time allotted in the schedule for obtaining such permits, bonding, or government fees, unless specifically included in CONTRACTOR's Proposal.
18. CONTRACTOR's Proposal does not include any testing, handling, or removal of any hazardous materials, unless specifically included in CONTRACTOR's Proposal.
19. CONTRACTOR's Proposal does not include any sales, goods, use and services taxes, or offshore taxes. All taxes, duties or fees are excluded and will be additional to the Contract Price quoted in the Proposal.
20. All CLIENT-supplied parts and equipment shall be fabricated to the fullest extent possible for over-land permitted freight-truck wide loads, also referred to within this Proposal as "Level 3" assembly as to be the only assembly required in the scope.
21. When referring to "Level 3" as regards to Fabrication and assembly, it is considered field assembly, no fabrication lay-out, welding or fitting only bolted assemblies shipped to site in the largest pieces possible to ship by overland permitted 14'-0" wide load freight truck and trailers
22. CLIENT shall be responsible for disposal of all old associated parts and debris; such activities are not included in the schedule or Contract Price.
23. CONTRACTOR has not included any specialty testing, NDT testing, or testing fees of any kind, unless specifically included in CONTRACTOR's Proposal.
24. No repairs or relining of existing equipment, structure, chutes, hoppers, bins, ducts, pipe and or any other items are included in the Work unless specifically included in CONTRACTOR's Proposal.
25. All new equipment supplied by CLIENT is to be pre-painted. CONTRACTOR has not included any painting services in the Work, unless specifically stated in CONTRACTOR's Proposal.
26. The Contract Price does not include supply of any spare parts for any equipment CONTRACTOR installs.
27. CONTRACTOR is a non-union CONTRACTOR and CONTRACTOR's Proposal is submitted based on its status as a non-union CONTRACTOR. If for some reason CONTRACTOR is required to become signatory to or to abide by any type of labor agreement, CONTRACTOR reserves the absolute and exclusive right to extend the contract schedule and increase the Contract Price and/or rates to compensate CONTRACTOR for the impacts.
28. CONTRACTOR has no responsibility to verify any engineering or drawings provided by others. CLIENT warrants the adequacy and sufficiency of the plans for the Work. CONTRACTOR may justifiably and reasonably rely on CLIENT's warranty that the plans are adequate and sufficient for the Work.
29. CLIENT may be exposed to or acquire Confidential Information which is proprietary or confidential to CONTRACTOR or its affiliates or to third parties to whom CONTRACTOR owes a duty of confidentiality. "Confidential Information" shall mean any non-public information of any form obtained by CLIENT arising from CONTRACTOR's Proposal; sales information; pricing and rates; means of performing the Work; and all patent, copyright, and trade secret rights with respect to any work product of CONTRACTOR developed or conceived by CONTRACTOR in the course of performing the Work. CLIENT shall hold the Confidential Information in strict confidence and not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose any Confidential Information to third parties or use any Confidential Information for any purpose whatsoever. CLIENT shall advise each of CLIENT's employees who may be exposed to the Confidential Information of their obligations to keep such information confidential. A breach of CLIENT's obligations under this Section 3.13 may cause irreparable harm to CONTRACTOR and there may be no adequate remedy at law available to CONTRACTOR by reason of such breach. Accordingly, CONTRACTOR shall be entitled to injunctive relief to restrain any such breach, whether threatened or actual.
30. In the event that existing structures and/or foundations require modification to comply with specifications and code requirements, CLIENT shall notify CONTRACTOR in writing. All such required changes are changes in scope of the Work and CONTRACTOR will be entitled to both an addition to the Contract Price, according to CONTRACTOR's current time and materials rate sheet, and an extension of the schedule equal to the time necessary to perform the added work.
31. An additional mark-up of eighteen percent (18%) will be added to all subcontractor's time and material rates charged for any additional and/or extra work performed and billed to CONTRACTOR.
32. CONTRACTOR reserves the right at its absolute discretion to convert the Project to T&M per the rates and terms in this Agreement, or to re-evaluate and re-negotiate the Proposal pricing if changes to the Proposal due to extra work and delays (*delays that are not of the CONTRACTOR's sole Fault*) exceed seventeen percent (17%) of the original Proposal pricing of schedule.
33. In the event CONTRACTOR encounters conditions at the site that materially differ from the information supplied by CLIENT, CONTRACTOR shall be entitled to both an addition to the Contract Price, according to CONTRACTOR's current time and materials rate sheet, and an extension of the schedule equal to the time necessary to perform the Work in light of the differing conditions.
34. CONTRACTOR shall endeavor to proceed with each portion of the Work in a prompt and diligent manner in accordance with the estimated schedule agreed upon by the parties.
35. Notwithstanding anything to the contrary, CONTRACTOR shall not be liable to CLIENT for any damages, losses, claims, or expenses arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF, OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT OF THE CONTRACTOR.
36. "Unavoidable Delays" shall include, but not be limited to, war, insurrection, civil commotion, strikes, slowdowns, lock-outs, riots, floods, earthquakes, fires, casualties, weather delays, acts of God, acts of a public enemy or terrorist, epidemics, freight embargoes or restrictions, lack of transportation, governmental moratoriums and/or shutdowns, weather, or acts or omissions by CLIENT that interfere with CONTRACTOR's duties. If the CONTRACTOR is delayed at any time in progress of the Work by changes ordered in the Work, Unavoidable Delays, unusual delay in deliveries, unavoidable casualties, or other causes beyond the CONTRACTOR's control, including CLIENT-caused delays and weather related events, the time allotted for completion of the Work and the Contract Price shall both be subject to an equitable adjustment.
37. Project scheduling and the time for CONTRACTOR to perform the Work shall be contingent upon receipt of a signed Final Agreement from the CLIENT, a notice to proceed from the CLIENT, all permits the CLIENT is to supply, and the delivery of required equipment to be supplied by CLIENT. The schedule submitted in the Proposal shall be adjusted according to the date of award of the Work.
38. CONTRACTOR has not accounted for any delays due to any type of weather, including winds, heavy rains, ice, lightning, storms or snow, or transport whether by truck, air or train, traffic, or otherwise. CONTRACTOR reserves the right to charge time and material costs for all such impacts.
39. If the work performed by CONTRACTOR personnel is postponed, suspended, and/or delayed by CLIENT, CLIENT's other CONTRACTORS, CLIENT's agents, a government authority, any reason of force majeure, any Unavoidable Delays, or any other reason not the fault of CONTRACTOR, CONTRACTOR may withdraw personnel and return to the Work when needed and available. However, CONTRACTOR may elect, in its absolute discretion, to pay stand-by costs for a reasonable time rather than withdrawing personnel, in which event all charges for stand-by time and all additional costs (including, but not limited to, travel time and expenses) will be automatically approved by CLIENT and

- additionally charged to the CLIENT per the T&M rates within this Proposal.
40. If severe weather conditions exist such as hurricanes, tornadoes, 56. torrential rains, or temperatures below negative ten (-10) degrees Fahrenheit or above one-hundred (100) degrees Fahrenheit, CONTRACTOR may elect to suspend performance of the Work and therefore all stand-by charges would be applicable or special provisions may apply.
  41. Delays and impact factors will be calculated per the Mechanical CONTRACTORS of America, Inc. percentage current factors.
  42. CONTRACTOR warrants all Work will be of the ordinary industry standard for good and workmanlike quality for twelve (12) months from the time of installation. All manufacturer and material supplier warranties shall pass through from CONTRACTOR to the CLIENT. In no event will CONTRACTOR supply any additional warranty over the manufacturer or supplier's warranty. All of CONTRACTOR's warranties are for labor only. THE WARRANTIES EXPRESSLY SET FORTH IN THESE GENERAL TERMS AND CONDITIONS ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY CONTRACTOR WITH RESPECT TO THE WORK AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
  43. Should the Work provided by CONTRACTOR hereunder be defective, CLIENT shall give CONTRACTOR written notice of the alleged defect and an opportunity to cure. This notice requirement is a condition precedent to CLIENT's ability to bring any claim, arbitration, or litigation against CONTRACTOR. CONTRACTOR shall, at its sole discretion, refund a portion of the amount paid by the CLIENT or furnish the Work which CONTRACTOR deems necessary and adequate to correct such defect at its expense.
  44. CONTRACTOR does not warrant or give any process guarantees of any kind, expressed and/or implied, other than as stated in 41 above; CONTRACTOR hereby disclaims all process guarantees or warranties of every kind related to the Work other than as stated in 41 above.
  45. CONTRACTOR is installing a system designed and conceived by the CLIENT. The CLIENT has calculated the capacities and has dimensioned all main equipment. The CLIENT has also designed the entire process and material flow. CONTRACTOR shall not be liable for any loss or damages resulting from any miscalculation and/or error in the CLIENT's design. Notwithstanding anything to the contrary, CONTRACTOR may rely on the accuracy and completeness of the contract documents and all information provided to CONTRACTOR by CLIENT or any of CLIENT's other CONTRACTORS.
  46. CLIENT warrants all existing structures and foundations at the Project site meet all specifications and all code requirements, and are sufficient in design and capacity to be reused for the Project without modification, unless otherwise noted.
  47. CONTRACTOR shall have no liability for acts, errors, omissions, and/or delays of the CLIENT and/or any of its employees, independent CONTRACTORS, and/or agents.
  48. Once CLIENT accepts, takes control of, or starts operating any equipment installed by CONTRACTOR, CLIENT shall be deemed to have inspected the equipment and accepted all such Work and equipment "as is."
  49. If CONTRACTOR installs any type of structure or equipment for the purposes of performing the Work and the CLIENT or anyone else on the CLIENT's property elects to use or operate such structure or equipment, CLIENT accepts all risk associated therewith and agrees that CONTRACTOR makes no representation that the structure or equipment is safe to use in any manner and CONTRACTOR shall have no liability related to such use by CLIENT.
  50. As compensation for the Work, CLIENT shall pay to CONTRACTOR in current funds for (i) the cost of the Work, plus the CONTRACTOR's fee and overhead, as more specifically set forth in the Proposal and these Terms and Conditions, or (ii) the lump-sum price set forth in the Proposal, as applicable ("Contract Price").
  51. CONTRACTOR will require a payment of a minimum of twenty-five percent (25%) of the total Contract Price as a non-refundable schedule reservation, planning and set-up fee upon execution of the Final Agreement net ten (10) days, and one hundred percent (100%) of all material charges upon delivery of such materials to the Project site.
  52. No retention of any kind shall be withheld on payments due and owing to CONTRACTOR.
  53. CONTRACTOR will invoice for Work performed on a weekly basis and CLIENT shall sign verification tickets for (i) the time and material charges or (ii) the percentage of Work completion. CLIENT shall pay CONTRACTOR within fifteen (15) calendar days after receipt of each invoice.
  54. Overdue invoices shall accrue interest at a rate of three percent (3.0%) per month or the maximum rate allowed by law, whichever is less. CLIENT is responsible for paying CONTRACTOR all legal fees and expenses CONTRACTOR incurs in any effort to collect overdue invoices.
  55. Unless CONTRACTOR refuses to perform the Work or to correct a legitimate defect in the Work after receipt of written notification in accordance with these Terms and Conditions, CLIENT cannot withhold payment from or delay making payment to CONTRACTOR. Unless otherwise listed in the Proposal, the Contract Price shall be increased to add mobilization and demobilization of equipment and crew at eight (8) man-hours per CONTRACTOR employee mobilization to the Project site, plus trucking at cost along with 18% each way.
  57. All extra work and/or work outside the scope identified in the Proposal and Final Agreement is to be done on a time and material basis with ten percent (10%) added to the pricing stated in the current service rate sheet for off-site over-head. All onsite CONTRACTOR personnel or subcontractor's on-site personnel are billable in regard to extra work.
  58. CONTRACTOR has the right to elect to bill extra work on an overtime basis if it deems necessary for schedule purposes or if the Work requires extra work to be performed on an overtime basis.
  59. CONTRACTOR may elect to use subcontractors as a labor force to supplement self-performed Work. In such event, subcontractors will be billed on a time and material basis just the same as CONTRACTOR's employees and labor rates.
  60. If CONTRACTOR is to work under conditions that involve a labor dispute such as, but not limited to, pickets, then CLIENT shall pay CONTRACTOR a twenty percent (20%) premium on labor plus legal, security, and special transportation costs.
  61. CONTRACTOR reserves the right to charge additional mobilization and per diem if lodging and meals exceed US GSA rates, if there are seasonal price increases, if there is a shortage of reasonable lodging options, or for other causes beyond CONTRACTOR's control.
  62. Projects with less than two (2) weeks' notice for mobilization are subject to additional emergency mobilization / demobilization costs.
  63. Overtime shall be paid after eight (8) hours/day and forty (40) hours/week.
  64. Double time pay does not normally apply unless required by applicable law. In such event, charges will apply per the applicable state or provincial labor laws.
  65. Beginning at the start of Work and every five (5) weeks thereafter, a travel charge of eight (8) hours of straight time rate will be charged each way for each individual person working on the Project. In addition, mobilization will be charged for trucking at cost plus eighteen percent (18%) each way. If the Project is more than twenty-five (25) miles from the nearest suitable employee accommodations and services, a travel charge will apply per labor rates and will be charged for every half (½) hour increment. Per diem is charged for crews regardless of location.
  66. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day and Day After Christmas are recognized holidays and shall be overtime days at time and a half.
  67. Minimum hours per individual person per service call out is eight (8) hours. Depending on the hours worked by that individual for the day or week, it will determine if these are overtime, double time or straight time charges.
  68. CONTRACTOR reserves the rights to change the rates upon seven (7) days' notice or for special conditions, unless a specific contract is already agreed to between the parties.
  69. CONTRACTOR must have an approved CONTRACTOR supervisor on site to direct CONTRACTOR employees. If the CLIENT is to supply supervision, then **CLIENT MUST FULLY INDEMNIFY AND HOLD HARMLESS CONTRACTOR.**
  70. For projects of ten (10) or more men, there will be a least one (1) safety/field administrator in the field and one (1) additional safety/field administrator for every additional 20 contracted employees thereafter, each and all billable per CONTRACTOR's rate sheet.
  71. Although hours, materials, and third-party billings may be summarized in the field, CONTRACTOR reserves the right to perform a final check of all billings in the office and revise such billings to correct any errors such as, but not limited to, hours, rates, and/or cost.
  72. Ownership and title to all equipment and materials installed or improved upon by CONTRACTOR shall remain with CONTRACTOR until (1) CLIENT and CONTRACTOR have both executed a notice of final completion and acceptance of the Work and (2) CLIENT has paid CONTRACTOR all amounts due and owing. If CLIENT elects to take control of or operate the Work prior to paying CONTRACTOR in full all amounts due and owing, plus amounts in dispute, CONTRACTOR will charge a monthly rent on the use of the Work equal to a ten percent (10%) triple net cap rate of return, based on the total current value of the Work incorporated into the Project.
  73. CONTRACTOR shall provide two-million USD (\$2,000,000) general liability insurance per CONTRACTOR's standard policy.
  74. CLIENT shall obtain and maintain builders risk insurance upon the entire Project for the full cost of replacement during the Project insuring the interests of CLIENT, CONTRACTOR, and all tiers of CONTRACTOR's subcontractors. This insurance shall insure against typical builders risk perils including fire and extended coverages for risks of direct physical loss or damage and only for covered perils in the course of construction including: theft, vandalism, malicious mischief, transit, collapse, false-work, temporary buildings, debris removal, wind, flood, earthquake, testing, and resulting damage from defective design, workmanship or materials.
  75. CLIENT will be responsible for any such builders risk insurance deductible(s) as would be applied under such policy terms if no deductible or self-insurance applied to such a loss by the Project's builders' risk insurer(s).
  76. CLIENT does not have the right to declare, and CONTRACTOR does not accept, any termination or rescheduling of the Work for convenience, unless CONTRACTOR is paid for all Work performed up to the date of termination, plus all costs and expenses associated with terminating the Work and fifteen percent (15%) for overhead and profit on all work not yet performed.
  77. CLIENT's obligation to make timely payments on amounts due as set forth herein is a material term. Should CLIENT fail to timely pay CONTRACTOR as set forth herein, CONTRACTOR may, in addition to any other remedies herein or at law, after two (2) days' notice, stop or suspend its Work until payment for all outstanding sums are received. In the event of stoppage or suspension of Work due to CLIENT's nonpayment, CONTRACTOR shall be entitled to an extension of time and reimbursement for any demobilization, remobilization, and/or standby costs.
  78. **TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY CONTRACTOR, AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES, (THE "CONTRACTOR INDEMNITEES") AGAINST ALL LIABILITY, INCLUDING COSTS, EXPENSES, CLAIMS, LIENS, CITATIONS, PENALTIES, FINES, ATTORNEY'S FEES, LOSSES, AND DAMAGES FOR WHICH A CONTRACTOR INDEMNITEE MAY AT ANY TIME BECOME LIABLE AS A RESULT OF OR ARISING OUT OF THE PROJECT IDENTIFIED IN THE PROPOSAL AND RELATED TO BODILY INJURY, SICKNESS, DEATH, OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT SUCH BODILY INJURY, SICKNESS, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENT ACT OR OMISSION OR FAULT OF CLIENT.**
  79. **TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO HOLD HARMLESS AND INDEMNIFY CLIENT, AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES, (THE "CLIENT INDEMNITEES") AGAINST ALL LIABILITY, INCLUDING COSTS, EXPENSES, CLAIMS, LIENS, CITATIONS, PENALTIES, FINES, ATTORNEY'S FEES, LOSSES, AND DAMAGES FOR WHICH A CLIENT INDEMNITEE MAY AT ANY TIME BECOME LIABLE AS A RESULT OF OR ARISING OUT OF CONTRACTOR'S PERFORMANCE OF THE WORK AND RELATED TO BODILY INJURY, SICKNESS, DEATH, OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT SUCH BODILY INJURY, SICKNESS, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENT ACT OR OMISSION OR FAULT OF CONTRACTOR.**
  80. In no event shall CONTRACTOR be obligated to indemnify CLIENT Indemnitees for any damage caused by or resulting from any defects in plans, designs, or specifications; any concealed or differing conditions at the Project site; any information prepared, approved, or used by the CLIENT, architect, or engineer; or any negligence of the CLIENT, architect, or engineer in the rendition or conduct of professional duties called for or arising out of the construction documents.
  81. As regards to COVID-19 or other pandemics (*herein referred to as COVID-19*). This Project is regarded as "**Essential Work**" and the CONTRACTOR services are therefore recognized as to what qualifies as Essential. CONTRACTOR will only be required to follow the minimum rules of OSHA, and MSHA. The CLIENT will allow the CONTRACTOR to determine what is a safe course of actions as regards the CONTRACTOR'S means and measures and safety of its own employees. The CLIENT will not interfere or stop the work if one or more people on site are found or suspected to be sick, but rather the CLIENT will allow the CONTRACTOR to make the sole determination as to shut down the work for a required period which is to be determined solely by the CONTRACTOR and or mitigate the COVID-19 event and resume performance as promptly as reasonably as possible
  82. CONTRACTOR shall not in any event or under any circumstance, whether in contract, in tort (including negligence), or under and other legal theory, be liable for special, indirect, incidental, or consequential damages, including but not limited to, loss of profits or revenue, cost of capital, or claims by CLIENT for damages to CLIENT'S CLIENTS. Furthermore, notwithstanding anything to the contrary, CONTRACTOR'S liability to CLIENT for damages, losses, expenses, or claims related to the Proposal, the Final Agreement, the Work, and the Project shall not exceed the total amount CONTRACTOR received from CLIENT for the Work.
  83. CONTRACTOR'S Proposal and all bids, repair procedures, rates, pricing, and reports are proprietary and remain the property of CONTRACTOR and cannot be shared without the explicit written consent of CONTRACTOR'S President or CEO.
  84. It is Agreed that both Parties have contributed, reviewed, and altered this Final Proposal. Therefore, it is also Agreed that the interpretation of any ambiguities or errors in this Proposal will be determined by its original intent versus against the author.
  85. By forming any type of agreement with CONTRACTOR, CLIENT will be restricted from hiring any of CONTRACTOR'S employees or consultants, directly or indirectly, for a period of twenty-four (24) months after completion of the Work, unless otherwise agreed

upon by CONTRACTOR. CONTRACTOR's main business is providing people and consultants CONTRACTOR has recruited, trained, and shared trade secrets with. If CLIENT hires, directly or indirectly, any CONTRACTOR employee or consultant in violation of these Terms and Conditions, then upon written notice from CONTRACTOR, CLIENT shall pay a minimum fee of \$95.00/hr. multiplied by fifty (50) hours per week times a minimum of fifty-two (52) weeks, regardless of how long CLIENT desires to employ the relevant employee, with such amounts due and payable in full upon notice from CONTRACTOR.

86. Should either CLIENT or CONTRACTOR employ an attorney to enforce any of the provisions hereof, or to protect its interest in any matter arising under the Final Agreement, or to collect damages for the breach of the Final Agreement, or to prosecute or defend any suit resulting from the Final Agreement, the prevailing party will be entitled to its reasonable legal costs, charges, and expenses, including attorneys' fees and expert witness fees.
87. If any provision in these Terms and Conditions is invalid or unenforceable for any reason, the other provisions remain valid and enforceable as through the invalid and unenforceable provision were not included.
88. In the event a dispute arises between CLIENT and CONTRACTOR regarding the interpretation and/or enforcement of the Proposal, the Final Agreement, and/or the Work (a "Dispute"), then a CLIENT executive with full settlement authority and CONTRACTOR's CEO or COO shall meet in-person within 14 days from either party's request to negotiate in good faith.  
If the meeting between the CLIENT executive with full settlement authority and CONTRACTOR's CEO or COO does not resolve the Dispute, then within 14 days from that meeting CLIENT and CONTRACTOR shall mediate the Dispute with a neutral mediator.  
If the mediation does not resolve the Dispute, then CLIENT and CONTRACTOR may commence litigation in a court of competent jurisdiction. CONTRACTOR has the absolute and exclusive right to bring its claims in arbitration and to compel any claims brought by CLIENT into arbitration, if CONTRACTOR elects.