



1. Acceptance of this proposal shall constitute an agreement by the buyer to all the terms and conditions herein, subject, however, to the right of the seller at its home office to cancel this agreement within fifteen (15) days of receipt of acceptance or order by seller's home office.
2. In consideration of Seller furnishing equipment described on the front page hereof, the Buyer shall pay to the Seller the sum stipulated on the front page hereof, subject to such additions or deductions relative to changes which may hereinafter be agreed upon between the parties in writing. Payment shall be made to the Seller at its offices at 1200 Swedesford Road, Berwyn, PA 19312. The Buyer shall pay to the Seller the full sales price within ten (10) days of invoice date, or sooner if otherwise stipulated on the front page hereof. In the event delivery of equipment for the project requires more than one shipment, Seller, may, at its option, render separate invoices for each shipment. If shipment of any part of the project is delayed Buyer's obligation for the remainder of the equipment shall not be affected thereby.
3. **TAXES.** In addition to the total price, Buyer shall pay or reimburse Seller for any and all sales and use taxes including, but not limited to, value added taxes, personal property taxes or other direct taxes levied against or based upon the price or value of the Equipment purchased hereunder or its use or operation, or any other taxes levied against or based upon this Agreement, or the execution, filing, recording or performance thereof. The term "direct taxes" as used herein shall include all taxes (except taxes related to the income of Seller), charges and fees levied, assessed or charged by any local, state or federal Taxing authority. If Buyer claims any exemption from any of the Taxes, Buyer will supply to Seller a valid exemption certificate. If at any time Seller determines the exemption claimed is not valid, Seller will invoice Buyer for any tax not previously invoiced.
4. Seller's delivery of the equipment described on the front page hereof, is subject to delays in manufacture of delivery due to fire, flood, windstorm, riot civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstances beyond the Seller's control which shall prevent the manufacture of equipment or the making of deliveries in the normal course of business. It is further understood and agreed that Buyer will not hold Seller responsible for liquidated damages or other damages for delay which may be imposed upon Buyer pursuant to any other contract which Buyer may have entered into with respect to the project to which Seller is not a party.
5. The Buyer shall be solely responsible for any and all additional materials, labor, site preparation and all other items on the project other than those materials as specifically set forth on the front page hereof.
6. The Buyer shall be solely responsible for compliance with applicable building codes, for obtaining any type of building permits and licenses that may be required in the project, and for payment of state and local taxes which may be applicable to the sale covered by this Proposal and Agreement.
7. The Buyer agrees to indemnify and save harmless the Seller against all losses, costs or damages incurred or paid by Seller on account of any claim under Workmen's Compensation Acts or other employee benefit acts, any claim for damages because of bodily injury, including death, to Buyer's employees and all others, and any claims for damages to property caused by, resulting from, or arising out of the performance of this Agreement or any aspect hereof or of the project to which this Agreement is related. Buyer shall pay and all attorney's fees and expenses incurred or paid by the Seller on account of any such claims; and Buyer, if requested by Seller, shall assume and defend at its own expense any suit, action or other legal proceeding arising therefrom.
8. The Buyer agrees that it shall not assign or transfer this Agreement or any part hereof or any amount payable hereunder, except with the prior written consent of the Seller.
9. **THE BUYER SHALL:**
 - a. Reimburse Seller for all costs incurred in order to correct improper or inaccurately constructed foundations, to correct misalignment or inaccuracy in anchor bolts, walls, footings, cutoffs for doors, or other work.
 - b. Provide storage and be responsible for loss of or damage to materials and equipment if site and foundations are not ready or accessible in accordance with the delivery provision contained in this contract, and reimburse the Seller for all additional costs incurred by the Seller including, but not limited to, the cost of unloading, reloading, and hauling materials resulting from the Buyer's failure to perform this condition. Delay in completing foundation and inaccessibility of site may necessitate rescheduling of the order for which Seller shall not be responsible, and shall extend the period of performance by the period of delay.
 - c. Schedule his operations so that the erection, by the Seller, can be carried out in one continuous operation and in proper sequence. Should delays in preparation of the foundation and the site be encountered which would delay erection, Seller must be advised thereof not less than ten (10) days in advance of the tentative shipping date set by the Seller at the time of acknowledgement of order. In the event that the provisions of this sub-paragraph are not complied with, Buyer shall reimburse the Seller for actual costs and damages incurred, including a reasonable profit for the work performed thereon resulting from such delay. Any delay resulting therefrom shall extend the period of performance under this agreement by the period of delay.
 - d. Provide and maintain roadway to each building site so that trucks can drive alongside each building site; provide suitably leveled and compacted area within each building unit for the support of crane operation in erection; furnish power for the Seller's machine tools during the course of erection; and furnish necessary utility services required by the Seller in the performance of the contract at the job site.
10. Unless otherwise specified, additional expense caused by obstructions, either overhead or underground, demolition work, grading to bring site to level, or extra depth or width of concrete footings, foundations or excavations caused by earth fill, or abnormal soil conditions which may require foundations different from the standard plans approved by Building Department, are to be paid for by the Buyer.
11. The Buyer warrants that he owns, or has the right to construct buildings on , the property upon which the equipment as described herein is to be delivered, constructed, or other work performed, and will designate to the Seller the location of the corner stakes of the property and will furnish the plot plan showing the boundary dimensions and angles of the property, and the proposed location of the site of the building or other work to be performed, together with all necessary information concerning contours, grades, soil conditions, tree locations, utility service lines, rights of way, easements and restrictions, dimensions and other relevant data pertaining to existing structures on the premises. Seller shall not be responsible for encroachments of any type. Buyer warrants that the said construction will not violate zoning restrictions or other laws, and the Buyer agrees to indemnify and hold the Seller harmless from all loss or damage or liability which may result by reason of the construction of the said building or other work done, of from any lack or defect of title in the Buyer, or by reason of said construction violating any zoning restrictions or other laws.



12. The Buyer agrees not to interfere with the progress of the work, and not to occupy any portion of the building until all terms and conditions herein are fulfilled by both parties. Buyer further agrees not to permit any workmen other than those of the Seller to work at or in the immediate vicinity of the building without the Seller's written consent until the Seller's work on the building is completed. Should any workmen or contractors or sub-contractors of the Buyer perform any such work, the Buyer will furnish to the Seller in writing their names before such work is commenced. The Buyer agrees to pay the Seller for any damage that may be caused by anyone other than workmen or sub-contractors of the Seller, by reason of disturbing or damaging concrete forms, grade finishing or any construction work in process whatsoever.
13. No charge for labor or material furnished by the Buyer shall be allowed as a credit under this agreement unless authorized in writing by the Seller.
14. The Buyer shall obtain insurance naming Seller as sole insured on all Seller's property located on the building site, against loss by fire, lightning, wind, storm, riot, civil disobedience, earthquake, Act of God and against other perils ordinarily included under the extended coverage endorsement as well as any other insurance which the Buyer deems necessary upon the work covered by the proposal for the full insurable value thereof. The minimum coverage of said insurance shall be the fair market value of such property as established by the contract price contained herein. Such insurance shall also cover the following items whether they be in or adjacent to the structure insured, materials in place or used to be as part of permanent construction including surplus materials, temporary structures, scaffolding and stagings, protective fence, bridging, forms and miscellaneous materials and supplies. Insurance need not cover tools or equipment owned by or rented by the Seller. Buyer shall furnish to the Seller certificates of insurance on demand by Seller.
15. Expressly incorporated herein by reference thereto are the plans and specifications relating to the equipment specified in this Proposal and Agreement of Sale.
16. In the event any act or thing required of Buyer hereunder shall not be done and performed in the manner and at the time or times required by this Agreement, Buyer shall thereby be held in default and all amounts due under the terms and conditions of this Agreement shall be payable immediately by Buyer to Seller, without demand by Seller. In addition Buyer will reimburse Seller for any legal fees and costs that become due as a direct result of Buyer's default of this Agreement and Buyer will pay to Seller interest at the rate of 18% per annum, calculated on a 360 days = equals one (1) year base, on the full sale price stipulated on the face hereof. Interest will be calculated from the date said default takes place, through and including the date of Settlement.
17. The Seller's equipment as described herein is warranted for a period of one year against structural failure due to defective material or workmanship in the equipment manufactured, unless otherwise stated by warranties of the Seller's supplier of purchased components. Such warranties will be conveyed to Buyer and Buyer will deal directly with the Supplier if a claim arises.

Seller's liability is limited to replacing (but to dismantling and installing) defective parts on an exchange basis, F.O.B. the manufacturer's factory. The warranty is limited to "Normal" usage and exposure. The following are excluded by the definition of "Normal" and therefore from this warranty if such conditions exist:

 - A. Improper installation affecting the structural design of the building or failure to provide drainage of water from all surfaces without internal penetration of the building.
 - B. Improper Maintenance.
 - C. Installation in an area subject to heavy fall out or corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacturers, paper plants and the like.
 - D. Acts of God, vandalism, falling objects, external forces, explosion, fire, riots, acts of war and radiation.

In the event that any defect is discovered by the Buyer, notice of the defect shall be given to the Seller in writing and such notice must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Buyer and is not transferable or assignable and further is void in the event the product is removed from its original location of installation. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING WARRANTIES RELATING TO MERCHANTABILITY) EXCEPT THOSE STATED HEREIN.
18. The warranty as outlined in Paragraph 17 is hereby specifically EXCLUDED as to materials and equipment currently owned and is possession of the Seller. Said material and equipment is sold in an "as is" condition with NO WARRANTIES EXPRESSED OR IMPLIED.
19. The failure by Seller to enforce at any time, or for any period of time, any one or more of the terms of this Proposal and Agreement shall not be a waiver of such terms and conditions or of the Seller's right thereafter to enforce each and every term and condition contained herein.
20. Upon acceptance of this Proposal, together with its terms and conditions, shall constitute the entire agreement between the Seller and the Buyer, there being merged all prior and collateral representations, promises and conditions in connection with this proposal, and any representation, promise or condition not incorporated herein shall not be binding on either party.
21. Manufacturer's certificate of origin or title (if applicable) to the equipment described herein will be conveyed to the Buyer within 30 days of payment in full to Seller.
22. Definitions :
 - A. Delivery - Date that structures arrive at site address.
 - B. Notice of Completion - Date of written notice given by Seller to Buyer that structures are complete and available for Buyer's occupancy.
 - C. Equipment - The term equipment as used herein shall refer to the item or items provided by the Seller as described on the front page of this Proposal and Agreement of Sale.
23. Stenographical and clerical errors herein are subject to correction.
24. With respect to any equipment that has been used previously, Seller hereby assigns its rights but not its obligations, including but not limited to its obligation to deliver titles to the equipment to Buyer, under the Proposal and Agreement to Space Fleet Sales.
25. This Agreement and Terms and Conditions of Sale shall be construed in accordance by the laws of the State of Pennsylvania.