

TERMS AND CONDITIONS OF SALE AGREEMENT

1. **SCOPE OF WORK.** Seller agrees to sell, deliver and install the modular building(s) (herein the "Equipment") as outlined in on the face page of this Agreement, in accordance with Seller's Offer, which, by reference contained herein, is incorporated into and made part of this Agreement.

2. **TIME AND PLACE OF DELIVERY.** Seller agrees to deliver and install the Equipment At the delivery address designated by Buyer ("Site"). Buyer warrants that the Site will have a safe access, free from encumbrances, and be level (no more than 6" difference in 60'), with soil bearing pressure in excess of 2,500 PSI. **SELLER ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE OR UTILITIES AVAILABLE AT THE SITE.** Buyer will schedule its operations at the Site so that the installation of the Equipment by Seller can be carried out in one continuous operation and in proper sequence. Seller will install the Equipment consistent with the scope of work contained in Seller's quotation or proposal. Buyer will have sole responsibility, at Buyer's cost, to obtain any and all licenses, titles, and permits, other than transportation, and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Buyer's lawful operation, possession or occupancy of the Equipment. If Seller is requested to perform site services including, but not limited to , anchoring, utility runs or connections, footings and foundations, Buyer will verify and demonstrate to Seller the presence or absence of any underground utilities in the designated building location via "mark-out" or other accepted means prior to Seller's installation of the building. Should this physical verification and identification not be completed prior to delivery of the Equipment, Seller may choose to perform this verification at Buyer's cost or reschedule its operation, as appropriate, at Buyer's cost .In the event that any act or omission by Buyer (including the failure of Buyer to complete any work or obtain any permits for which it is responsible) or Buyer's failure to make the Site available and ready causes a delay in delivery or installation of the Equipment, Seller may commence billing prior to delivery or installation in the event Buyer's delay exceeds fourteen (14) days. From the date when the Equipment is delivered to the Site, Buyer shall maintain a policy of general commercial liability and commercial property coverage protecting ModSpace against injury or death to any person, Equipment damage or loss by fire, lightning, flood, windstorm, riot, civil disobedience, earthquake, Act of God, vandalism and other perils ordinarily included under the extended coverage for the full value of the Equipment as established by the purchase price stipulated on the front page hereof

3. **PURCHASE PRICE.** Buyer agrees to pay Seller for the Equipment, delivery, installation and other services (each as applicable), as outlined on the face page of this Agreement This sum is exclusive of any applicable sales taxes, DMV, DOH, registration, transfer and other fees which shall be the sole responsibility of Buyer. Buyer will be responsible for all taxes, regardless of type, imposed by any federal, state or municipal agency unless an exemption or resale certificate is approved by Seller. All sums due under this Agreement shall be payable in United States dollars.

4. **TIME OF PAYMENT.** Unless otherwise specified on the front page hereof, Buyer agrees to pay to Seller as follows: for in-fleet Equipment - 100% of the total contract price prior to delivery of the Equipment or, if agreed to in writing by Seller, upon substantial completion of Seller's work on site; for new or custom built Equipment - 25% down payment upon execution of this Agreement, 50% upon delivery of the Equipment, and 25% upon substantial completion of Seller's work on site. Any amount not paid within twenty (20) days of the due date set forth on Seller's invoice will be subject to a late charge of one and one-half percent (1-1/2%) per month (or the highest rate permitted by law), with a minimum charge of fifteen dollars (\$15.00) per month, until such invoice is paid in full. Buyer shall not be permitted to use or occupy the Equipment until Seller has received payment in full. Buyer agrees to execute and deliver to Seller any such documents and instruments as are requested by Seller in order to preserve and protect the Property and Seller's interests therein; and Buyer hereby authorizes Seller to file Uniform Commercial Code ("UCC") financing statements with respect to the Property

5. **RETENTION OF TITLE.** Title to the Equipment shall not pass to Buyer until such time as the entire purchase price has been paid to the Seller. Upon payment of the total purchase price, Seller shall convey Certificates of Origin or Bills of Sale to Buyer, transferring title in the Equipment to Buyer, free and clear from all liens and encumbrances.

6. **LIMITATION OF WARRANTIES.** If the Equipment was manufactured at Buyer's request or to Buyer's specifications, Seller, for a period of one year from date of delivery, will repair or in its sole discretion replace, including material and labor, pending receipt of written notification from Buyer, any structural component of the Equipment found to be defective and having an adverse impact on the operation and occupancy of the Equipment, excepting for such defects attributable to Buyer misuse/abuse/neglect. If the Equipment is from Seller's in-fleet inventory, Seller will ensure that the Equipment in working order when delivered. Seller will not perform any maintenance or warranty work after the Equipment has been installed and accepted by Buyer. **Except as stated above, all other warranties of any kind, including specifically any express or implied warranty of merchantability and/or fitness for purpose other than that of an office facility are hereby excluded**

7. **LIABILITY OF SELLER.** Under no circumstances shall Seller or Buyer be liable to the other for any special, incidental or consequential, damages resulting from the sale of the Equipment, including, but not limited to, loss of business or profits of Buyer, which may result from or in connection with the manufacture, delivery, installation, or use of the Equipment sold hereunder, or in connection with the services rendered by Seller hereunder.

8. **EXCUSABLE DELAY.** Seller shall not be liable for any delay in delivering or installing the Equipment or providing applicable services, resulting from but not restricted to, acts of God, acts of Buyer, property owner, or their representative employees,

subcontractors, or agents, fires, strikes, labor disputes, war, acts of terrorism, civil commotion, shortages of labor or material, acts or restrictions of any government, or other causes beyond the control of Seller. The existence of such causes of delay shall justify the suspension of delivery and/or the rendering of services by Seller, and shall extend the Seller's time of performance until such cause of delay has been removed. Seller shall give written notice to Buyer of details concerning the delay as soon as practicable after its knowledge of occurrence.

9. INSPECTION AND ACCEPTANCE. Buyer shall inspect the Equipment within forty-eight (48) hours of completion of Seller's obligations and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within three (3) working days following completion of Seller's obligations, it shall be conclusively presumed as between Buyer and Seller, that Buyer has inspected the Equipment and that all work is in conformance with this Agreement and has been accepted by Buyer.

10. TERMINATION. If Buyer becomes insolvent or makes an assignment for the benefit of creditors or if a petition is filed against Buyer under the Bankruptcy Code, or in the event Buyer fails to make timely payment or defaults in performing any other of its obligations under this Agreement, Seller shall be entitled to terminate this Agreement, in whole or in part, for Buyer's default and full payment pursuant to the terms of this Agreement shall become immediately due and payable from Buyer; provided, however, Buyer shall have ten (10) days after written notice of default to cure said default. In the event of any such default or termination, Seller shall have all rights provided by law and under the terms and conditions of this Agreement. In the event Buyer or Buyer's client terminates for convenience, Seller may elect any remedy available to it under applicable law including (but not limited to) requiring Buyer to pay Seller the purchase price of the Equipment plus all costs incurred by the Seller prior to such termination.

11. GOVERNING LAW. This Agreement and its performance shall be governed exclusively under the laws of the Commonwealth of Pennsylvania. The Parties agree that venue for any dispute relating to or arising from this Agreement shall lie in Chester County, Pennsylvania, and any lawsuit or litigation shall be brought in the courts having situs in the Eastern District of Pennsylvania and Chester County, Pennsylvania. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT. BUYER AUTHORIZES SELLER TO FILE THIS PROVISION WITH THE CLERK OR JUDGE OF ANY COURT HEARING ANY SUCH CLAIM.

12. ASSIGNMENT. Buyer shall not assign, transfer, pledge, or hypothecate this Agreement or any part hereof without the prior written consent of Seller.

13. SELLER'S EXPENSE. Buyer shall pay Seller all costs and expenses, including actual attorney fees, incurred by Seller in exercising any of its rights or remedies hereunder or enforcing any of the terms and conditions of this Agreement or under the Pennsylvania Uniform Commercial Code.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between Seller and Buyer. Seller's offer to sell the Equipment to Buyer is expressly limited to acceptance of the terms hereof. Scanned or copied signatures shall be deemed as effective as originals. The failure by Seller to enforce at any time, or for any period of time, any one or more of the terms of this Agreement shall not be a waiver of such terms and conditions or of Seller's right thereafter to enforce each and every term and condition contained herein. No modifications to this Agreement shall be valid unless they are acknowledged and accepted by both parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date set forth below by their authorized representatives.

Seller: MODSPACE FINANCIAL SERVICES

Buyer: _____

Name: _____

Name: _____

Title: _____

Title: _____

Authorized Signature: _____

Authorized Signature: _____

Date: _____

Date: _____