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DEMARIA PURCHASE ORDER TERMS AND CONDITIONS

THESE PURCHASE ORDER TERMS AND CONDITIONS (the “Terms”) are applicable to and shall govern the Purchase Order (the “Agreement”) made by and between DeMaria Building Company, Inc., a Michigan corporation, with its principle office at 45500 Grand River Ave., Novi, MI 48374 (“Buyer”), on the one hand, and Seller (as defined in the Agreement), on the other hand, which Agreement shall be deemed effective as of the date of the Agreement (the “Effective Date”).

RECITALS

- A. Buyer has entered into a contract with the Owner (the “General Contract”) to perform certain labor and furnish certain materials for the erection and completion of that certain project described more particularly in the General Contract (the “Project”) in accordance with plans and specifications prepared by the Architect.
- B. Buyer seeks to retain Seller to furnish certain materials (collectively, the “Work”) to complete the Project, all in accordance with the terms of the Agreement.
- C. Both Buyer and Seller (collectively, the “Parties” and individually, each a “Party”) desire to, and hereby do, enter into the Agreement, pursuant to which Seller will provide material and/or equipment for Buyer, and Buyer will make certain payments to Seller, all in accordance with the terms of the Agreement.
- D. Seller has full right to enter into the Agreement and to perform its obligations hereunder, as well as with all applicable agreements to which Seller is signatory.

1. PARTIES: Seller warrants and represents that Seller and its consultants and sub-subcontractors (if any) are duly qualified, licensed (if required), registered and authorized by law to perform the scope of work set forth herein. Seller further warrants and represents that it has the financial capability to fulfill its contractual obligations hereunder and that it is not in default of any material financial obligations owed to any financial institution, bonding company, labor fringe benefit fund, material supplier, or government taxing authority. These representations and warranties shall be deemed to be continuing for the duration of this purchase order and Seller shall have an affirmative duty to notify Buyer of any change in circumstances that prevents these representations and warranties from being truthful and accurate.

2. PRICE: The Buyer shall pay the Seller the amount set forth on the Purchase Order to provide material or equipment and for any incidental services as identified in the Scope of Work above.

This Price excludes applicable federal, state, and local taxes which the Seller shall be fully responsible regardless of the estimated amount.

3. TAXES, TARIFFS, MATERIAL AND/OR EQUIPMENT PRICE INCREASES: Neither the Purchase price nor the time for performance shall be increased due to changes in taxes, tariffs or other similar charges, or material or labor price increases that are enacted after the date of the Purchase Agreement unless the Buyer is able to obtain a corresponding increase from the Owner.

4. TIMING OF INVOICES AND PAYMENTS: Billings must be in the Buyer's hands on or before the 20th day of the month for materials and/or services furnished during the preceding month. Buyer shall pay Seller the approved net monthly estimate payment due the Seller within 10 business days after Buyer's receipt of the corresponding monthly estimate payment from the Owner. Final payment, consisting of the unpaid balance of the total Agreement price shall be made within 10 business days after the last of the following to occur, all of which shall be deemed conditions to final payment: (1) Full completion of the Work by the Seller; (2) final acceptance of the Work by the Owner and Architect; (3) the furnishing by the Seller of a sworn statement and other supporting and required documentation evidencing that all persons furnishing labor, materials, fringe benefits or services to the Work have been paid in full and that none have filed or have a right to file any claims or liens against the Owner, the property upon which the Project is built, Buyer, or Buyer's surety, if any; (4) the delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings, and any other items required by the General Contract between Owner and Buyer or this Contract; (5) release of retention and payment by the Owner in respect to the Subcontractor's Work.

5. SELLER'S WORK: Seller acknowledges that it has considered the Owner's solvency and the Owner's ability and willingness to perform the terms of its contract with Buyer before entering into this Purchase Agreement. Seller acknowledges that it relies on the credit, willingness and ability to pay to the Owner, and not the Buyer, for payment for work performed hereunder. Seller is entering into this with full understanding that Seller is accepting the risk that the Owner may be unable or unwilling to perform the terms of its contract with Buyer. Receipt of payment from the Owner to the Buyer for Seller's Work is a condition precedent to the Buyer's obligation to make any progress payment or final payment to Seller. In the event that the Buyer does not receive all or any part of the payment from the Owner in respect of Seller's Work, whether because of a claimed defect or deficiency in the Seller's Work, or for any other reason, the Buyer shall not be liable to the Seller for any sums in respect thereto. In the event Buyer shall incur any cost or expense, including attorneys' fees, in preparing or prosecuting any claim against the Owner or in securing payment of balances for Work done by the Seller, Buyer shall be entitled to deduct from the amount due to Seller Seller's prorated share of such costs and expenses, including attorney fees, all as determined by Buyer in Buyer's sole discretion.

6. ACCEPTANCE OF AGREEMENT: Acceptance of this Agreement shall be limited to the terms and conditions stated herein, and any additional or different terms, conditions, or instructions proposed by the Seller are rejected by the Buyer unless expressly assented to in writing by the Buyer. The Seller shall be bound by this Agreement when it executes and delivers the original copy or when it delivers to the Buyer any of the materials or equipment or renders for the Buyer any of the incidental services ordered.

7. EXTENT OF AGREEMENT: To the extent incidental services are performed by the Seller under this Agreement, such incidental services shall be governed by the terms of this Agreement. Nothing in this Agreement shall be construed to create a contractual relationship between persons or entities other than the Buyer and Seller. Except as specifically provided in this Agreement, this Agreement, including the documents attached or referenced herein, are exclusively for the benefit of "the Parties" and not for the benefit of any third-party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

8. CHANGES: The Buyer shall have the right at any time to make changes in specifications, drawings or other information incorporated in this Agreement, methods of shipment or packing, place of delivery, and time of delivery. The Price or Progress Schedule shall be equitably adjusted if and to the extent necessary to reflect the impact of any such changes, and this Agreement shall be modified in writing accordingly.

9. SUBMITTALS: The Seller promptly shall submit for approval to the Buyer all shop drawings, samples, product data, manufacturers' literature, and similar submittals required by this Agreement. The Seller shall be responsible to the Buyer for the accuracy and conformity of its submittals to this Agreement. The Seller shall prepare and deliver its submittals to the Buyer at no additional Price and in a manner consistent with the Progress Schedule and in such time and sequence so as not to delay the Buyer or Owner in the performance of the Contract. The approval of any Seller submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of this Agreement unless express written approval is obtained from the Buyer and Owner authorizing such deviation, substitution, or change. In the event that the Contract does not contain submittal requirements pertaining to this Agreement, the Seller agrees upon request to submit in a timely fashion and at no additional Price to the Buyer for approval any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by the Buyer, Owner, or Design Professional. The Buyer and Owner are entitled to rely on the adequacy, accuracy, and completeness of any professional certifications required by this Agreement concerning the performance criteria of systems, equipment, or materials, including all relevant calculations and any governing performance requirements.

10. SCHEDULE: Time is of the essence for this Agreement. The Seller shall provide the Buyer with any scheduling information proposed by the Seller. In consultation with the Seller, the Buyer shall prepare a coordinated Progress Schedule, and furnish such to the Seller. The Seller shall furnish and deliver the materials or equipment indicated in , in strict accordance with such Progress Schedule.

11. FORCE MAJEURE: If the Seller is delayed by any cause beyond Seller's control, Seller shall be entitled to an equitable extension of time. Examples of causes beyond the Seller's control include, but are not limited to, the following: acts or omissions of the Buyer, Owner, or Design Professional; changes in the required materials and equipment or the Progress Schedule; shipping delays not reasonably foreseeable; labor disputes not involving the Seller; general labor disputes impacting the Project but not specifically related to the Project; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Buyer pending dispute resolution; and suspension by the Buyer. The Seller shall submit any requests for equitable extensions of the Progress Schedule within 5 days of the occurrence of any delay.

12. SHIPPING: Shipping instructions furnished by the Buyer shall be strictly complied with and shall be considered a part of this Agreement. The Seller shall give the Buyer twenty-four (24) hours' notice prior to the delivery of any materials or equipment. Any provisions for delivery of materials or equipment by installment shall not be construed as making the obligations of the Seller severable. Shipments sent C.O.D. without the Buyer's written consent may be rejected and shall be at the Seller's risk. Risk of loss or damage shall be upon the Seller until the materials or equipment are physically delivered to the Buyer at the Project or other authorized destination, unless otherwise agreed to in writing and signed by the Buyer, or if covered by project all risk or equivalent insurance.

13. MATERIAL SAFETY DATA (MSD) SHEETS: The Seller shall submit to the Buyer all Material Safety Data Sheets required by Law for materials or substances sold to the Buyer. |

14. INSPECTION: Except as otherwise provided in this Agreement, all shipments shall be subject to final inspection by the Buyer after receipt by the Buyer at destination. Shipments shall be accompanied by detailed delivery tickets to assist the Buyer in its inspection. Should the Buyer discover any damage or shortfalls, the Buyer shall promptly report them to the Seller. The Buyer shall have the right to reject and refuse acceptance of materials or equipment that are not in accordance with specifications or drawings. The Buyer may deduct from any amount owed to the Seller under this Agreement the reasonable cost of re-inspecting materials or equipment rejected. Materials or equipment not accepted due to nonconformance with the requirements of this Agreement shall, at the Buyer's option be (a) returned to the Seller at the Seller's expense; (b) held by the Buyer for an equitable reduction in Price; or (c) repaired pursuant to section 14.1 at the Seller's expense. The Buyer, Owner, and Owner's Representative shall have the right to inspect all materials or equipment during any stage of manufacture or production by the Seller or Seller's supplier), to audit quality assurance programs, and to otherwise assure quality control in the production and manufacture of the materials or equipment hereunder by the Seller or Seller's supplier, and the Seller shall provide reasonable access, facilities, and assistance for the safe and convenient inspection or audit at the Seller's plant or its supplier's plant. Incorporation of the materials or equipment into the Project shall constitute acceptance by the Buyer of such materials or equipment and incidental services, subject to the Seller's warranty obligations. Payment for any materials or equipment shall not constitute acceptance. Acceptance by the Buyer shall not constitute acceptance as to latent or hidden defects not subject to discovery upon reasonable inspection.

14.1. REPAIR: Except in cases of emergencies, if the Buyer chooses the repair of nonconforming materials above in subsection (c), the Buyer must provide the Seller written notice of such nonconformance and request the Seller to repair such nonconformance. Within seven (7) calendar days after receipt of written notification, the Seller must commence and continue satisfactory correction of such nonconformance with diligence and promptness, or the Buyer may undertake such repair.

15. SUSPENSION FOR CONVENIENCE Notwithstanding Article 11, should the Buyer order the Seller in writing to suspend, delay, or interrupt the performance of this Agreement for such period of time as may be determined to be appropriate for the convenience of the Owner and not due to any act or omission of the Buyer or any person or entity for whose acts or omissions the Buyer may be liable, then the Seller shall immediately suspend, delay, or interrupt as ordered by the Buyer. In accordance with Article 8, the Price and the Progress Schedule shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension.

15.1. TERMINATION FOR DEFAULT Should the Seller fail to deliver items and materials or perform the incidental services required within the time provided under this Agreement or any mutually agreed upon extension of time, or should the Seller fail to perform any of the provisions of this Agreement or fail to make progress so as to endanger performance of this Agreement in accordance with its terms, the Seller may be deemed in default. If the Seller fails within seven (7) calendar days after written notification to commence and continue correction of such default with diligence, then the Buyer may give a second notice to correct the default within three (3) calendar days. If the Seller fails to promptly commence and continue satisfactory correction of the default following receipt of the second notice, the Buyer may terminate this Agreement for default. Such termination shall be in writing. The Buyer may withhold payment, correct the default, and charge the Seller the costs, including reasonable overhead, profit, and attorneys' fees. Nothing in this subsection shall preclude the Seller from asserting its rights under Article 27. The rights and remedies of the Buyer provided in this subsection shall not be exclusive and are in addition to any other rights and remedies provided by Law or under this Agreement.

15.2. SELLER'S RIGHT TO TERMINATE Upon seven (7) Days' written notice, the Seller may terminate this Agreement if the material, equipment, or incidental services, described in Article 15 has been suspended for one hundred twenty (120) Days in total through no fault of the Seller. The Seller shall be entitled to recover its costs for all material, equipment, or incidental services provided through the date of suspension as set forth in Article 15.

16. TERMINATION FOR CONVENIENCE The Buyer may at any time, with seven (7) calendar days' written notice to the Seller, terminate this Agreement for the convenience of the Buyer. In the event of such termination for convenience, the Buyer shall pay the Seller as its entire and sole compensation its actual and reasonable costs of furnishing materials or equipment to the date of termination, as determined by audit of the Seller's records. The Seller shall make its records available at reasonable times and places for the Buyer's audit. However, should the Seller deem such information proprietary and confidential, the Seller may make such information available only to the Owner and subject to a reasonable non-disclosure agreement. In the event any termination of the Seller for default under Article 15 is later determined to have been

improper, the termination shall automatically be deemed a termination for convenience, and the Seller shall be limited in its recovery strictly to the compensation provided for in this article.

17. **WARRANTY** The Seller hereby expressly warrants that all materials or equipment covered by this Agreement shall conform to the drawings, specifications, data, samples, or other descriptions furnished or incorporated as part of this Agreement in accordance with the Purchase Order, and shall be fit and sufficient for the purpose specified of good material and workmanship, and free from material defect for eighteen (18) months from delivery date. The Seller shall repair or replace, at the Seller's option and expense, any material defect in materials or workmanship that may be discovered during the warranty period. The Seller's warranty excludes remedies for defects or damages caused by ordinary wear and tear, use for a purpose for which the materials or equipment were not specified, improper or insufficient installation, operation, maintenance, storage, or abuse, and modification not performed by the Seller. The warranties in this section are exclusive, and replace all other express or implied warranties. These warranties shall survive inspection, acceptance, and payment of and for said materials or equipment. These warranties shall extend to the Owner, Buyer, and Buyer's successors and assigns, and the Seller shall provide directly to the ultimate users written evidence of these warranties as required. However, the Seller shall only be required to pay once for the same claim or damage.

18. **PAYMENT AND LIENS** Payment for conforming material or equipment shall be made by the Buyer in accordance with any terms indicated in Article 4 and after a receipt by the Buyer of the executed original copy of the Purchase Order, and receipt of the Seller's invoice. If and when requested by the Buyer, the Seller shall promptly provide affidavits that all of the Seller's suppliers have been paid, and release of all liens either by the Seller or Seller's supplier and claims executed by the Seller to the Buyer in a form acceptable to the Seller, Buyer, and Owner. Acceptance of such form shall not be withheld without reasonable cause. Such releases or waivers of lien may be conditioned upon payment. In no event shall the Seller be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid. Prior to final payment, the Seller shall provide to the Buyer copies of warranties, applicable manuals, and all other close-out documents required for the materials or equipment by this Agreement.

18.1. **LATE PAYMENT** Payments due but unpaid shall bear interest from the date payment is due at the prevailing statutory rate at the place of the Project.

19. **INSURANCE** In the event that the Seller or its employees or agents are required to come onto the Project of the Buyer in connection with the sale of materials or equipment or the rendering of incidental services under this Agreement, including delivery of materials, the Seller shall, prior to entrance on the Project or delivery of materials, purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, including Worker's Compensation Insurance, Commercial General Liability, and Automobile Liability Insurance. The Seller shall maintain at least the limits of liability in a company acceptable to the Buyer as set forth in Exhibit A. The Buyer's acceptance shall not be withheld without reasonable cause.

20. SAFETY The Buyer contracts with the Seller as an independent contractor to provide all labor, materials, equipment, and incidental services necessary or incidental to perform this Agreement, subject as an employer to all applicable unemployment compensation, occupational health and safety, or similar statutes. In the event that the Seller, its employees, or agents are required to come onto a Project of the Buyer in connection with the performance of this Agreement, the Seller shall comply with all current safety requirements of the Buyer identified in this Agreement, as well as all Laws as defined by Article 24.

21. GENERAL CLAIMS/PERSONAL INJURY/PROPERTY DAMAGE To the fullest extent permitted by law, Seller shall secure, defend, protect, hold harmless and indemnify the Owner, Buyer and the Architect, Engineer or other design professional and any of their respective agents, servants and employees (the Indemnified Parties) against any actual or threatened liability, loss, claims, demands, suits, costs, fines and expenses whatsoever, arising from bodily injury, sickness, disease (including death resulting therefrom), of any persons, or the damage or destruction of any property, including contamination of or adverse effects to property, or loss of use, arising out of or in connection with the performance of any Work relating to this Contract, including extra work assigned to the Seller, based upon any act or omission, negligent or otherwise, of (a) Seller or any of its agents, employees or servants, (b) any subcontractor, sub-subcontractor, supplier or materialman of the Seller, or any agents, employees or servants thereof, and (c) any other person or persons. The obligation of indemnification contained herein shall exclude only those matters in which the claim arises out of the specific and affirmative allegations of the sole negligence of the Owner, the Architect, the Buyer or any of their respective agents, servants and employees, and then such exclusion shall become effective only if and after such specific and affirmative allegations are judicially affirmed.

21.1 DEFENSE Seller acknowledges that the duty to defend is separate and distinct from the obligation to indemnify the Indemnified Parties. An Indemnified Party, at its sole option, may tender its defense to the Indemnifying Party. If an Indemnified Party tenders its defense to the Indemnifying Party, then the Indemnifying Party shall immediately defend such other party at the Indemnifying Party's expense. The Indemnified Parties shall have the right to approve any counsel the Indemnifying Party intends to use in such defense, which approval shall not be unreasonably withheld. If an Indemnified Party chooses to defend itself, then the Indemnifying Party shall pay such party's "costs of defense", which costs of defense shall include, without limitation, attorneys' fees, expert fees, court costs and out-of-pocket expenses. If, after tendering its defense to the Indemnifying Party, the Indemnified Party becomes dissatisfied as to the quality or diligence of the defense provided by the Indemnifying Party or if conflicts of interest arise during the course of the defense provided by the Indemnifying Party, then the Indemnified Party may employ its own counsel to participate in its defense or to resume its own defense and the Indemnifying Party shall pay the Indemnified Party the costs of defense. No admission, court finding or jury determination of negligence or breach of contract by Seller is required to trigger the aforementioned defense obligations of the Seller.

21.2 DUTY TO DEFEND Seller acknowledges and agrees that if any one or more claims or actions are asserted against any of the Indemnified Parties giving rise to a duty to defend on the part of Seller pursuant to this Agreement, the Indemnified Parties shall have the right to elect in its or their sole and absolute discretion whether to contest any such claims. If any Indemnified Party elects to contest any such claim, the Indemnified Party or Parties shall have the right to select

its or their own counsel and control the defense, and Seller shall bear the cost of employing such counsel and otherwise defending such claims, or to tender the defense to Seller and to approve the counsel Seller retains to represent the Indemnified Party or Parties and all actual fees and expenses of such counsel shall be the sole responsibility of Seller.

21.3 OBLIGATION NOT LIMITED BY STATUTORY BENEFITS In any and all claims against any Indemnified Party by an employee of Seller, or any of its Subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for Seller or its Subcontractors under workers' compensation acts, disability benefit acts or any other employee benefit acts.

21.4 SURVIVAL The provisions of this Article 21 shall survive the termination or expiration of this Agreement and shall not be limited by the amount or type of insurance obtained by Owner, the Indemnified Parties, Buyer or Seller.

21.5 CLAIMS REGARDING SELLER'S WORK Should there be any claim obligation or lien asserted before or after final payment is made that arises from the performance of Seller's Work, Seller shall reimburse Buyer for any costs and expenses, including attorneys' fees, costs and expenses incurred by Buyer in satisfying, discharging or defending against any such claims, obligation or lien, including any action brought or judgment recovered, provided the Buyer is making payments or has made payments to the Seller substantially in accordance with the terms of the Agreement.

22. WAIVER OF CONSEQUENTIAL DAMAGES The Buyer and Seller waive claims against each other for consequential damages arising out of or relating to this Agreement; however, this waiver shall not apply to any claim for reimbursement or indemnification for any consequential damages one Party was required to pay to a third party as a result of an act or omission of the other party or their employees or agents, and shall not preclude the recovery of any liquidated damages expressly called for by this Agreement.

23. PATENTS The Seller shall indemnify, defend, and hold the Buyer harmless from all suits or claims for infringement of any patent rights or copyrights arising out of the use or sale of the materials or equipment purchased and shall pay and discharge any and all judgments or decrees that may be rendered in any such suit, action, or proceedings, provided the Seller's ability to do so has not been materially prejudiced by the Buyer's failure to give the Seller written notice of such suit or claim. Unless identified in this Agreement as requiring patent rights or copyrights, the Seller's obligations under this article shall not apply to materials or equipment specified by the Buyer nor purchased materials or equipment modified by the Owner or Buyer, unless the Seller has consented to such modification in writing, which shall not be unreasonably withheld.

24. COMPLIANCE WITH LAWS At its own costs, the Seller shall comply with all federal, state, and local laws, regulations, codes, and ordinances ("Laws") applicable to the Seller, Buyer, or the incidental services covered by this Agreement and enacted as of the Agreement Date.

25. **ASSIGNMENT** Except for assignment of proceeds, no assignment of this Agreement or of any right, obligation, or delegation of duty under this Agreement shall be made without the written consent of the other Party or their duly authorized agent. Any attempted assignment or delegation without such consent shall be void. A delegating Party shall retain responsibility for performance, permit only qualified persons to perform, and provide competent supervision. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

26. **WAIVER** Either Party's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege provided in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, or any right or privilege.

27. **GOVERNING LAW** This Agreement shall be governed by the Law in effect at the location of the Project.

28. DISPUTE MITIGATION AND RESOLUTION

28.1. **WORK CONTINUANCE AND PAYMENT** Unless otherwise agreed in writing, the Seller shall continue to provide materials, equipment, and incidental services as identified in the Purchase Order and maintain the Progress Schedule during any dispute mitigation or resolution proceedings. If the Seller continues to perform, the Buyer shall continue to make payments in accordance with this Agreement.

28.2. **DIRECT DISCUSSIONS** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute in a cooperative manner, including resolving minor nonconformities that would give rise to economic waste. Within five (5) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions, shall conduct direct discussions and make a good faith effort to resolve such dispute.

28.3. **MEDIATION** Disputes between the Parties not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (AAA). The Parties shall select the mediator within fifteen (15) business days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

28.4. **BINDING DISPUTE RESOLUTION** If the matter is unresolved after mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated below:

Arbitration using the current Construction Industry Arbitration Rules of the AAA. The administration of the arbitration shall be by the AAA.

28.5. **ARBITRATION COSTS** The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, including reasonable attorneys' fees, as determined by the Arbitrator.

28.6. VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

28.7. MULTIPARTY PROCEEDING All parties necessary to resolve a matter shall be parties to the same dispute resolution procedure. Appropriate provisions shall be included in all other contracts relating to the material, equipment, or incidental services as identified in the Purchase Order to provide for the joinder or consolidation of such dispute resolution procedures.

29. INJUNCTIVE RELIEF Notwithstanding any provisions of the Agreement to the contrary, whether with respect to arbitration or otherwise, the Parties agree that any suspension of performance and/or delay or disruption with respect to the Work or the Project caused by Seller will result in irreparable harm to the Buyer, and the resulting injuries to Buyer cannot be adequately compensated by money damages. Accordingly, the Parties agree that in the event of any actual or threatened suspension of performance and/or delay or disruption with respect to the Work or the Project caused by Seller, Buyer shall be entitled to seek and obtain injunctive relief in the form of a temporary restraining order, preliminary injunction and/or permanent injunction compelling Seller to continue performing its obligations under the Agreement, as well as any other applicable order providing for specific performance by Seller.

30. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

31. CONTRACTUAL LIMITATION OF LIABILITY

Buyer and Seller hereby:

Do not limit contractual liability, except as provided in Paragraph 22.

Any limitation of contractual liability contained in this article shall not apply to the indemnity obligations and does not otherwise limit either party's liability beyond this contractual agreement, including, but not limited to, tort, product liability, or third-party claims or suits.

32. EXECUTION AND COUNTERPARTS

This agreement may be executed in multiple counterparts, which taken together, shall constitute an original without necessity of all parties signing the same page or the same documents, and may be executed by signatures to electronically or telephonically to transmitted counterparts, in lieu of original printed or photocopies documents.

Insurance Requirements

Addendum A

The following are the insurance requirements for subcontractors. Please read these requirements carefully and provide them to your insurance agent when requesting the certificate of insurance.

Certificate of Insurance

Required Limits:

General Liability - \$1,000,000 Each Occurrence**
\$2,000,000 General Aggregate/ Per Project
\$2,000,000 Products/Completed Ops Aggregate**

Worker's Comp - Statutory

Employer's Liability - \$500,000/\$500,000/\$500,000

Automobile Liability - \$1,000,000 Owned, Non-Owned & Hired**

Cyber Liability - (As may be required under the Scope of Work)

Excess Liability - \$2,000,000

** - Excess liability can be used to meet the required limits.

Pollution Liability- If Subcontractor is in remediation or demolition a Contractors Pollution policy must be carried on an occurrence basis with minimum limits of \$5,000,000 each occurrence/\$5,000,000 aggregate. The policy shall be designed to cover "all operations of the contractor" and must add DeMaria Building Company, Inc. as an additional insured. Said policy shall contain no exclusions for asbestos or lead and transit and non-owned disposal site coverage must also be included.

Notice of Cancellation:

Must read as follows on the insurance certificate: "Should any of the above described policies be cancelled before the expiration date, the issuing insurer will mail 30 days written notice to the certificate holder." No additional language is acceptable.

Waiver of Subrogation:

All policies of insurance secured and maintained by the subcontractor must be endorsed waiving subrogation against DeMaria Building Company, Inc.

Additional Insured:

The insurance certificate must name DeMaria Building Company, Inc., and such others as may be required under the terms of the Agreement between DeMaria and its contracting party, as an additional insured(s) on the General Liability policy, any excess liability or umbrella policies and Automobile Liability policy subject to Form CG 20 10 11 85 or a combination of CG 2010 10 01 and CG2037 10 01.

Certificate Holder:

DeMaria Building Company, Inc.

3031 W. Grand Blvd., Suite 624

Detroit, MI 48202

Policies must be obtained from insurance carriers with a Best rating of A- 8 or better.

General Liability and Excess Liability coverage must be written on an occurrence basis.

General Liability, Excess Liability, and Automobile Liability coverages shall be primary on behalf of DeMaria Building Company, Inc. and such others as may be required under the terms of the Contract between DeMaria and its contracting party, and non-contributory with any other insurance coverage carried by DeMaria Building Company, Inc. and such others as may be required under the terms of the Contract between DeMaria and its contracting party.

Completed operations coverage shall remain in effect for the longer of the last applicable Statute of Limitations or repose period for construction defects and product liability claims in the state where the Work is performed.]