

Southeast Integration Services TERMS AND CONDITIONS

Proprietary Information and Equipment

Customer agrees not to copy or disclose Company's proprietary information

Exclusions

It is understood that the following are not the responsibility of the Company under this Agreement:

- a) Operation of equipment.
- b) Services, repairs or replacement necessitated by misuse, improper operation, continued operation of covered equipment against Company recommendations, or negligence of customer, customer's employees, agents, contractors or invitees.
- c) Correction or replacement of equipment or components damaged due to corrosion, lack of proper water treatment, vibration, electrolytic action, or other causes beyond the control of the Company.
- d) Inspections, alterations or replacements required by insurance companies, municipal or government authorities.
- e) Replacement of major components, which cannot be repaired due to age or unavailability of parts.
- f) Replacement or servicing of equipment or components such as pneumatic piping, fuses, starters, circuit breakers, disconnect switches, electrical and control wiring, plumbing, non-moving parts such as pressure vessels, tubes, panels, ductwork, structural supports, and decorative casings unless specifically included in this Agreement.
- g) In the event that repairs or replacements performed by the Company area recoverable cost or an allowable claim under any policy of insurance under which the Customer is an insured party (primary, additional or otherwise) or a loss payee, Customer agrees to present such claim to the insurer and to diligently pursue such claim, and Customer further agrees that Company shall be entitled to payment for such repairs or replacements to the extent Customer receives payment from the insurer. Upon request by Company, Customer shall assign its rights under and for such claims to Company.
- h) The work shall not include detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. Customer shall notify Company in writing if any hazardous materials, including without limitations, asbestos, are present at the jobsite. Customer shall take adequate precautions to protect Company, its employees, agents and subcontractors from such hazardous materials and will arrange for others to remove or encapsulate such hazardous materials if necessary for the performance of the work. Customer agrees to indemnify and save Company, its employees, agents and subcontractors harmless from and against any loss, injury (including death) or liability of any nature arising out of or resulting from exposure of any person or property to hazardous materials at the jobsite.

Initial Inspection

During the first 30 days of this Agreement or upon seasonal start-up, if Company should find any equipment covered under this Agreement to be in need of repair and replacement, Company will inform the Customer in writing of the equipment condition and the proposed corrective action. When the Company so notifies the Customer, it is understood that Company will not be responsible for the present or future repair or replacement, or operability of the equipment, until such a time the equipment is restored to a condition acceptable to Company.

Customer Responsibilities

In order to permit Company to properly perform the services included in this agreement, Customer agrees:

- a) To provide reasonable and timely access to all equipment covered in this Agreement.
- b) To allow Company to start and stop equipment, as necessary.

Limitations of Liability

Company shall not be liable for personal injuries or property damage arising from causes beyond its reasonable control or without its fault or negligence. Nor shall Company be liable for any delay or default in performing hereunder if such delay or default is caused by any condition or circumstance beyond Company's reasonable control, such as, but not limited to, government restrictions, strikes or other labor troubles, acts of God, interruption or irregularities in electrical power or telephone services, embargoes, or unavailability of materials or parts. The foregoing limitations on damages shall apply under all theories of liability or causes of action, including but not limited to contract, warranty, tort (including negligence) and strict liability and shall inure to the benefit of Company's suppliers and subcontractors.

Warranty

Company warrants that the work performed hereunder shall be done in a workmanlike manner and that all Company manufactured parts and components shall be free from defects in workmanship and materials. This warranty shall be effective for a period of one year from the date the work is done or the part or component is installed. The Customer's remedy, should any breach of the warranty occur, shall be for the Company to re-perform defective work or to repair or replace, at Company's option, any parts or components which are shown, to Company's satisfaction, to be defective, provided that Customer gives Company notice promptly upon discovery of the defect.

THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

Termination

Company may terminate this Agreement upon written notice to Customer in the event that (1) any sums or monies due and payable under this Agreement are not paid when due; or (2) alterations, additions or repairs are made to covered equipment by others. Either party may terminate this Agreement provided that the other party receives written notice of such termination at least (5) five days prior notification

Disputes, Choice of Law and Costs

This contract shall be deemed to have been entered into and shall be governed by the laws of the Commonwealth of South Carolina. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The site of the arbitration shall be Charleston, SC, unless another site is mutually agreed between the parties. The parties agree that in any arbitration each shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due from Customer, or to enforce any rights or privileges hereunder, Customer shall, upon demand, reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees). Actions by Company to collect monies due under this contract may be brought in any court of competent jurisdiction in lieu of arbitration. All claims arising out of or relating to the performance or non-performance of this contract must be commenced within one (1) year from the date the claim arose. Failure of either party to comply with this limitation shall constitute a voluntary and knowing waiver of such claims.

Entire Agreement

When executed by the parties and approved by the Company's authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representatives, warranties, or statements (whether expressed in customer's purchase order or otherwise), shall be binding upon Company unless expressly agreed to in writing by Company's authorized representative.