

STANDARD EXCLUSIONS AND QUALIFICATIONS

Vulcan Threaded Products, Inc. d/b/a CLP Systems (referred to in this quote as "CLP") specifically qualifies its quote as follows and excludes the following:

1. Unless the Labor Addendum is attached to this quote and signed by both CLP and Buyer, labor is excluded.
2. CLP's rod assemblies meet the capacities included in the Owner's structural plans or drawings.
3. **All hardware, unless specifically listed in the quote above, is excluded.** The following items are specifically excluded: embed plates, weld cages, strapping (horizontal and/or diagonal), nails, miscellaneous fasteners (screws, bolts, nails, PAFs), roof truss clips, ledger bolts, plywood clips, joist hangers, floor to truss connectors, truss to truss and beam connections, truss over framing connections, post/column bases and post /column caps, and any exterior or interior sill plate anchorage.
4. Unless specifically listed in the quote above, all material is not plated, plain finished.
5. Only those anchor bolts that are required for the Rod System installation are included, unless otherwise provided in the quote above.
6. Fees, permits or border tariffs are excluded, unless included in the quote above.

GENERAL SALE TERMS AND CONDITIONS

1. **CLP's Rod System.** CLP's Rod System consists of rods, couplings, top plate nut and washers, and an anchoring system, including epoxy (but only if applicable for installation). The Rod System shall be subject to tolerances and variations consistent with usages of the trade and regular practices, regardless of the exactness of the specification. CLP shall not be responsible for the correctness, adequacy or consistency of any specifications or other information furnished by Buyer or other third parties (including without limitation, the project architect and/or project engineer), regardless of how the specification is communicated.
2. **Delivery of Shop Drawings.** CLP will complete and deliver shop drawings to Buyer no later than 15 business days after CLP's receipt of the final and correct CAD files and roof truss shop drawings. CLP is not responsible for any delays caused by changes in the structural plans or in the roof truss drawings. CLP is not responsible for any other delays caused by Buyer or any third party.
3. **Controlling Terms.** These General Sale Terms and Conditions ("General Terms") are incorporated into, and become a part of, each quote, purchase order, release, work order, sale, invoice, and other agreement, whether expressed in written form, by electronic data exchange or other format, relating to the products and/or services to be provided by CLP. CLP agrees to sell to Buyer only on the condition that Buyer assents to all of these General Terms. Shipments by CLP shall not be deemed acceptance of any provision of Buyer's purchase order, confirmation, or any other Buyer communication, which is different from, inconsistent with, a modification of or in addition to the terms in this quote and these General Terms. All prior proposals, negotiations, course of dealings, representations, and agreements, if any, are superseded and merged herein, unless amended in a separate written agreement signed by authorized representatives of CLP and Buyer stating that it is intended to amend these Terms and Conditions. These General Terms will apply except to the extent inconsistent with any such amendment. If Buyer accepts this quote and/or Buyer issues a purchase order or subcontract to CLP, Buyer will be deemed to have agreed that these General Terms are incorporated into the contract of sale and any additions to, changes in, modifications of, or revisions of these General Terms which Buyer proposes or includes in any purchase order or other document or procedure in use by Buyer will be deemed to have been rejected by CLP.
4. **Terms of Payment.** Payment is due in full without setoff within thirty (30) days from the date of invoice. A one percent (1%) discount is offered for payments received within ten (10) days of the date of invoice. Buyer shall not be allowed retainage, unless retainage is agreed to in a writing signed by both parties at the time the order is accepted by CLP. Any agreed-upon retainage shall only apply to labor and retainage on material shall not be allowed. Buyer is responsible for payment of any sales, use, value added or other tax applicable on purchases that are not exempt under proper exemption certificates delivered by Buyer. If Buyer fails to make payments as set forth herein, in a manner that reasonably indicates Buyer's inability to pay for the products, CLP is entitled to terminate this quote and any other orders pending between the parties until and unless Buyer provides evidence of its financial solvency deemed acceptable to CLP. CLP shall have the right to employ an attorney to collect all balances due, and Buyer agrees to pay all collection costs incurred by CLP, including its reasonable attorney's fees. Buyer hereby agrees to provide any and all information necessary to file, perfect, and/or record a security interest, lien and/or bond within five (5) days of a request for such information by CLP. Please be advised that as a matter of procedure, Vulcan Threaded Products, Inc. (dba CLP Systems) retains its lien rights on all projects. The sending of a preliminary notice is required by the lien laws in most states. This is a statutory requirement and needs to be done as a matter of law. The sending of this notice does not reflect on your credit worthiness or any other party to the project.
5. **Order Modification.** If the construction documents or plans require changes to this quote, Buyer agrees to pay for all costs incurred by CLP as a result of these changes. Buyer and CLP must agree to the changes in writing or the quote shall be deemed cancelled in accordance with Section 6 below. The parties shall have a reasonable time to agree to any changes proposed by Buyer and to agree upon a new delivery date caused by these changes.
6. **Order Cancellation.** In the event Buyer cancels or is deemed to have cancelled this quote as set forth above under Section 5 above, CLP shall be entitled to payment for CLP's work and material to the date of Buyer's cancellation.
7. **Shipment/Risk of Loss.** The cost of shipping is included in the price of this quote and includes freight to the jobsite. Shipping is FOB job site and title passes to Buyer after the goods are delivered to the project site. All deliveries will be coordinated with Buyer's field personnel. Additional shipments will require a shipping charge. Risk of material loss shall be borne by the party responsible for the selection of the carrier. If CLP selects the carrier then risk of material loss shall pass upon delivery to the job site location; however, if Buyer selects the carrier, then risk of material loss shall pass to Buyer upon delivery to Buyer's carrier.
8. **Delivery.** Buyer is required to provide CLP with at least two (2) weeks written notice of the delivery date for the products. CLP will exercise all reasonable diligence to deliver the products by the delivery date specified by Buyer, but CLP shall not be responsible for any delays due to any cause beyond CLP's reasonable control. Any unloading or storage of CLP Products is the responsibility of the Buyer.

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9. **Warranties and Limitation of Liability.** CLP warrants its products to be free from defect in material and workmanship. CLP's products are further warranted as to adequacy of design, provided the products are used in strict accordance with CLP's design criteria and are installed in a workmanlike manner per CLP's installation requirements. This warranty does not apply in the event the products are altered by any third party. CLP's obligations under this warranty shall be limited to the replacement or repair of those products demonstrated to be defective. Such remedy shall constitute Buyer's sole and exclusive remedy and Buyer hereby agrees that no other remedy, including, but not limited to claims for **INCIDENTAL, CONSEQUENTIAL SPECIAL OR LIQUIDATED DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OR TIME, WHATSOEVER, OR INJURY TO PERSON ON PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS** shall be available to Buyer, regardless of whether the claims are asserted on the basis of warranty, negligence, strict liability or otherwise. CLP's Warranty is for a period of one (1) year beginning with the Certificate of Occupancy date for the building. **CLP MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

10. **Inspection of Products.** Buyer shall promptly inspect the products upon delivery. Any errors with respect to quantity of products must be identified by Buyer at the time of delivery and immediately brought to CLP's attention. Acceptance of the products shall constitute a waiver of any error with respect to shortages. Any shipping related loss or damage to the products must be reported to CLP within three (3) business days of the products arriving at the delivery location. All other problems or concerns with the products and their conformity with this quote's requirements must be communicated in writing to CLP within three (3) business days of the earlier of discovery or when the same could have been discovered through the exercise of reasonable diligence. CLP and its agents and insurers shall be allowed a reasonable opportunity to inspect the products due to Buyer's concerns with conformity with the quote. The products may not be returned without CLP'S prior consent. Buyer's failure to notify CLP in writing by the time periods called for by this Section 10 shall be deemed acceptance of the products, but the Section 9 warranties remain in effect. CLP will not be responsible for any inspection, testing fees or costs conducted by third parties.

11. **Indemnification.** CLP agrees to and shall hold Buyer, and its officers and employees harmless from any adjudicated liabilities for claims or damages for personal injury or property damage that are found to be caused by the negligence of CLP. Buyer agrees to and shall hold CLP, and its officers and employees harmless from any adjudicated liabilities for claims or damages for personal injury or property damage that are found to be caused by the negligence of Buyer. CLP and Buyer shall not be obligated to defend, or pay for the defense of, any claims that are asserted against the other party. In the event that both CLP and Buyer are found by final, non-appealable judgment to be negligent, and the negligence of both CLP and Buyer is found to be the proximate cause of the asserted claims for damage for personal injury or property damage, then, in such an event, each party shall only be responsible for the liability equal to such party's comparative share of the total negligence.

12. **Entire Agreement; Successors.** This quote constitutes the entire and exclusive agreement between the parties; no course of dealing or usage of the trade shall be applicable, unless expressly incorporated herein in writing. The terms of this quote shall be binding on, and inure to the benefit of Buyer, CLP, and their respective successors and assigns. Buyer agrees that it may not assign this quote without the prior written consent of CLP, which consent shall not be unreasonably withheld.

13. **Choice of Law and Venue.** This quote and any conflict arising out of any material deliveries related hereto shall be governed by the laws of the location of the project. Buyer waives any objection based on *forum non conveniens* or any objection to venue of any such action.

14. **Buy American.** CLP does not warrant or certify that its products comply with any federal, state, or local "Buy American" law, or any similar statute, act or ordinance that requires the use of domestically produced products in publicly funded projects (collectively "Buy American Provisions"). CLP expressly and specifically disclaims any liability to Buyer, Buyer's customer, any owner or agent of owner and any governmental entity for any loss, expense or cost (including attorney's fees) arising out of any failure to comply with any Buy American Provisions.

15. **Insurance.** During the project, CLP shall maintain in force the following types of insurance coverage and limits of liability and Buyer shall be listed as an additional insured (with the exception of workers compensation and employer's liability) and provide a waiver of subrogation in favor of the Buyer:

(a) Commercial General Liability (CGL):

(i) CGL shall be maintained with limits of Insurance of not less than \$1,000,000 for each occurrence and \$2,000,000 per policy aggregate.

(ii) CGL shall be written on an ISO Occurrence form CG 00 01 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

(b) Automobile Liability:

(i) Business Auto Liability with limits of at least \$1,000,000 each accident.

(ii) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

(c) Commercial Umbrella

(i) Umbrella limits shall be \$10,000,000 per policy aggregate.

(d) Workers Compensation and Employers Liability

(i) Employers Liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident and \$1,000,000 each employee for injury by disease.

16. **Acceptance of Agreement.** Delivery of material to the jobsite constitutes Buyer's full acceptance of these terms and conditions.