

**ADDENDUM
TO CONTRACT BETWEEN
VULCAN THREADED PRODUCTS, INC. D/B/A CLP SYSTEMS
AND
[CUSTOMER]**

This Addendum to Contract ("Addendum") is entered into this **day of, 20__**, by and between Vulcan Threaded Products, Inc. d/b/a CLP Systems ("CLP") and **[CUSTOMER]** ("Buyer") regarding the purchase of CLP's Rod System, consisting of rods, couplings, top plate nut and washers, and an anchoring system ("Products"). Buyer and Seller are sometimes referred to herein individually as a "party" and collectively as the "parties." This Addendum is intended to modify Buyer's Contract, which is attached hereto as Exhibit "A" and any quote, sales order, purchase order or any other agreement or document regarding sales of Products between CLP and Buyer ("Contract"). The parties agree to modify and amend the Contract between Buyer and CLP, as follows:

1. **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, nonappealable 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.
2. **Shipment/Risk of Loss.** The cost of shipping is included in the price and includes freight to the jobsite. Shipping is FOB Shipping Point. All deliveries will be coordinated with Buyer's field personnel. Additional shipments will require a shipping charge. Title and risk of loss passes to Buyer after CLP delivers the goods to the carrier.
3. **Warranty and Limitations of Liability.** CLP warrants its Products to be free from defects 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 OR 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.**
4. **Arbitration.** All arbitration provisions in the Contract are hereby deleted in their entirety and shall not apply to the Contract. In no event shall any dispute between CLP and Buyer be subject to arbitration.
5. **Contract Documents.** The "Contract Documents" shall be limited to only the Contract between CLP and Buyer for the purchase of the Products, including the plans and specifications for the Products, and no other contracts, agreements, plans or specifications with any third party shall be incorporated into the Contract between CLP and Buyer.
6. **Set Off.** CLP's receipt of payment for the Products shall not be subject to any deduction or setoff by Buyer. Buyer shall pay CLP in full for the Products according to the terms of the parties' Contract.
7. **Specifications.** CLP shall manufacture and fabricate the Products in accordance with its final shop drawings approved by the engineer or architect of record. CLP shall not be responsible for the correctness, adequacy or consistency of any specifications or other information furnished by Buyer or any other third parties (including without limitation, the project architect and/or project engineer), regardless of how the specification is communicated. CLP makes no representation and gives no warranty regarding adherence to or compliance with any federal, state or local code or ordinance of any type or nature, including but not limited to state or local building codes and regulations, which may relate to the Products or their use.
8. **Time of the Essence.** CLP agrees that time is of the essence of the Contract, but this agreement is expressly subject to the following contingencies: (1) Buyer has not made any changes to the plans and specifications that have caused delays to CLP's shop drawings or its fabrication of the Products; (2) Buyer has timely provided CLP with all of the required information necessary to fabricate and deliver the Products; and (3) Buyer can prove actual damages from any delay actually caused by CLP.
9. **Venue and Choice of Law.** Venue and choice of law shall be governed by the location of the project where the Products are delivered.

10. **Lien Rights.** CLP shall retain and shall have all lien rights provided by the applicable state or federal law where the project is located and where the product are delivered.
11. **Entire Agreement.** The Contract, as amended and modified by this Addendum, constitutes the entire and exclusive agreement between the parties and no course of dealing or usage of the trade shall be applicable, unless expressly incorporated herein in writing. The terms of this Addendum 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 the Contract without the prior written consent of CLP, which consent shall not be unreasonably withheld. If there is any conflict between the Contract and the terms of this Addendum, the terms of this Addendum shall control.
12. **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”). Seller 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.
13. **Insurance.** Until product installation is completed, CLP shall maintain in force the following types of “per policy” insurance coverage and limits of liability and Buyer **[and Owner, if required]** shall be listed as an additional insured (with the exception of workers compensation and employers 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 \$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 \$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

Umbrella limits shall be \$10,000,000 per policy aggregate.
 - d. Workers Compensation and Employers Liability

Employers Liability insurance limits of \$1,000,000 each accident, \$1,000,000 for bodily injury by accident and \$1,000,000 each employee for injury by disease.
 - e. Description of Operations
 - i. Project Name

[Project name & location]
 - ii. Additional Insured
 1. **[Customer]** (“Buyer”)
 2. **[Owner, if required]** (“Owner”)
 - f. Certificate Holder

[Customer]
14. **Acceptance of Agreement.** Delivery of material to the jobsite constitutes Buyer’s full acceptance of the terms and conditions set forth in this addendum.
15. **Lien Waivers.** If required, CLP will provide a signed conditional lien waiver to release payment, and a signed unconditional lien waiver within five (5) days after payment has been received.
16. **Retainage.** Buyer shall not be allowed retainage.
17. **Escalation.** Price of Products is subject to increase if material is not released to ship within 90 days from date of initial purchase order.