

Rival Insulation, LLC

Quotation Terms and Conditions

1. **ACCEPTANCE.** The Rival Insulation Quotation includes these Terms and Conditions, the Quotation form, including those documents incorporated by reference and exhibits attached, and all modifications issued after execution of this Quotation (the "Quotation"). Acceptance of this Quotation shall be deemed given upon either of the following: i) returning a signed copy to Rival Insulation; or ii) directing Rival Insulation to perform the work. Acceptance shall indicate Company's intent to be bound by this Quotation and shall constitute acceptance of each of the Terms and Conditions of the Quotation. Company agrees to comply fully with the Terms and Conditions and Rival Insulation shall not be bound by and hereby rejects any terms additional to or different from those contained in the Quotation that may appear in Company's acknowledgments or in any other communication from Company unless such terms are expressly agreed to in a writing signed by Rival Insulation. The Quotation shall constitute the entire agreement between Company and Rival Insulation and may not be modified, added to, or rescinded except by a writing signed by Company and Rival Insulation. If not modified or withdrawn, the Quotation will expire after 30 calendar days.

2. **PURCHASE PRICE.** Company shall pay Rival Insulation's invoices within net 30 days of invoice date. Rival Insulation may invoice Company for all equipment or material provided, whether delivered to the Project site or stored off site for all work performed. If payment is not timely received by Rival Insulation, Rival Insulation may suspend performance and the time for completion shall be extended for a reasonable time. Company shall be liable to Rival Insulation for all reasonable shutdown, standby and start-up costs as a result of the suspension. Rival Insulation shall be entitled to recover all costs incurred in having to collect the unpaid balance including, but not limited to, reasonable attorney's fees.

3. **TIMING OF WORK.** All dates provided by Rival Insulation for commencement, progress and completion of the work are estimates only. Rival Insulation shall use commercially reasonable efforts to meet such estimated dates.

4. **CHANGES.** Company shall have the right to request that Rival Insulation perform additional or extra work. Should any changes cause an increase or decrease in the purchase price or in the timing of work, the price and/or delivery time shall be adjusted accordingly; however, Rival Insulation is under no obligation to perform any work until Rival Insulation accepts such change request in writing.

5. **INDEMNITY.** To the fullest extent permitted by law, Company and Rival Insulation shall indemnify and hold harmless each other from and against all claims, demands, liabilities, damages, losses, fines, or expenses based upon any bodily injury (including death) or damage to property that occurs to the extent caused by their negligence. The indemnity obligations described herein shall survive termination.

6. **WAIVER OF CONSEQUENTIAL DAMAGES.** Rival Insulation shall not be liable to Company for any indirect, consequential or special damages arising from or out of the Quotation, even if a party has been advised of the possibility of those damages or those damages could have been reasonably foreseen by that party.

7. **LIMITATION OF LIABILITY.** Rival Insulation's aggregate liability for any and all claims or losses or expenses arising out of the Quotation shall be limited to the total amount received by Rival Insulation from Company under this Quotation.

8. **FORCE MAJEURE.** If Rival Insulation is unable to carry out any material obligation under this Quotation due to an Event of Force Majeure, the Quotation shall, at Rival Insulation's election: (i) remain in effect but Rival Insulation's obligations shall be suspended until the Event of Force Majeure terminates; or (ii) be terminated upon 10 days' notice to Company, in which Company shall pay Rival Insulation for all work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Rival Insulation.

9. **PRICE IMPACTED MATERIALS.** If during the course of the Project a material item experiences an increase in its price, Rival Insulation may notify the Company in writing within thirty (30) days from the date the basis for an equitable adjustment to the purchase price. The purchase price shall be equitably adjusted to reflect such increase.

10. **TERMINATION.** Rival Insulation may terminate the Quotation in whole or in part at any time, with or without cause, by written notice to Company. Rival Insulation shall be compensated for all work performed to date and in the event the termination is for Company's failure to pay amounts when due or any failure by Company to comply with any material provision of the Quotation, Rival Insulation shall be compensated for any damages sustained (including lost profit and overhead).

11. **REMEDIES.** If Company fails to perform any of its obligations, Rival Insulation shall be entitled to all remedies and damages provided by law in addition to the remedies described herein. These Terms and Conditions are not intended to limit Rival Insulation's rights and remedies at law and in equity, all of which are fully reserved.

12. **DISPUTE RESOLUTION.** In the event of a dispute or claim by or between Rival Insulation and Company arising out of, or relating to, the Quotation, Rival Insulation and Company shall endeavor to reach resolution through good faith direct discussions between the parties' representatives, who shall possess the necessary authority to resolve such dispute. Such discussions shall be a condition precedent to the commencement an arbitration by the parties arising out of the Quotation. If the dispute remains unresolved after good faith direct discussions between the parties' representatives, the dispute shall be decided by arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by an arbitrator shall be specifically enforceable in accordance with the governing arbitration law, and a court of competent jurisdiction may enter a judgment on the award of the arbitrator. The costs of any dispute resolution processes shall be borne by the non-prevailing party, as determined by the adjudicator of the dispute.

13. **APPLICABLE LAW AND VENUE.** The validity, interpretation and performance under this Quotation shall be governed by the laws of the state of Michigan. Any arbitration to enforce any rights or obligations under the Quotation shall be commenced only in Oakland County, Michigan.