

STANDARD TERMS AND CONDITIONS OF SALE

GOODS AND SERVICES SOLD BY DIAMOND CONCRETE SAWING (DIAMOND) ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN CUSTOMER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON DIAMOND UNLESS AGREED TO IN WRITING BY AN AUTHORIZED DIAMOND REPRESENTATIVE. CUSTOMER'S ACCEPTANCE OF GOODS OR PERFORMANCE AND/OR PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF DIAMOND'S TERMS AND CONDITIONS.

METHOD OF AUTHORIZATION: Customer may authorize DIAMOND to proceed with work either by signing the Authorization to Proceed (ATP), a Work Order or by issuance of an acknowledgement, confirmation, purchase order or other communication, including verbal. Furthermore, you the undersigned acknowledge that you are a duly authorized officer or agent for the Customer. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Customer's authorization to DIAMOND. Any Customer document or communication in addition to or in conflict with these terms and conditions is rejected. Any amendment to the Terms and Conditions must be authorized via written Addendum and signed by both the Customer and DIAMOND.

CUSTOMER RESPONSIBILITIES: Customer shall provide all criteria and pertinent information as to requirements for the project and designate in writing the person(s) with authority to act on Customer's behalf on all matters concerning the project. Unless otherwise notified in writing, the Customer authorizes the person(s) signing the ATP and/or the Work Order as the sole authority to act on the Customer's behalf as noted herein.

Unless specified in writing by DIAMOND to the contrary, DIAMOND employees only provide services in the exact locations specified by writing instrument or other marking on the surfaces to be modified. DIAMOND cannot be held liable for mismarked or mislocated cuts, cores or service requests or the inability of our operators to perform their service because of issues related to preparation or (mis)communication. DIAMOND is not responsible for damage to conduit, plumbing, electrical, telephone or similar embedments that have not been located by DIAMOND using Ground Penetrating Radar (GPR). In the event that a Customer's representative is not available onsite to sign a completed work order the Customer by default accepts the work order to be accurate and true.

CANCELLATION: It is the customer's responsibility to provide advanced notice in the event of a schedule change or a need to cancel a scheduled service call. In the event that notification is not provided in advance DIAMOND reserves the right to charge the customer for a service call and associated travel costs if applicable.

PRICE: Prices in effect at time of receipt or performance of services shall prevail. Only prices quoted by DIAMOND in writing and noted as such are "Firm and Fixed". Verbal Pricing and pricing from the current "Estimator's Guideline" are guidelines only. They are based on the understanding that the Customer is familiar with DIAMOND's standard practices and procedures. Actual billing may be hourly and applied based on change of scope, job conditions, preparedness, material construction, excessive steel, scattered locations, difficult setups, work performed on multiple levels or in multiple locations requiring multiple setups and mobilization of equipment, other trades in the work area, etc.

Prices quoted do not include standby time or removal labor unless specified in writing. Prices do not include sales tax and where applicable such taxes will be billed as a separate item and paid by Customer.

REIMBURSABLE EXPENSES: For those costs incurred on or directly for Customer's project, reimbursement shall be at DIAMOND's current rate for travel of service vehicles outside our standard service district, laboratory tests and analyses, special equipment services, and non-standard USPS delivery charges. Reimbursement and outside technical or professional expenses shall be on the basis of actual charges plus ten percent.

SUBCONTRACTORS: DIAMOND may engage subcontractors on behalf of Customer to perform any portion of the services to be provided by DIAMOND hereunder.

PAYMENT TERMS: Terms are Net 30. A time-price differential charge of 1.25% per month (an annual percentage rate of 15%) shall be charged on all past due accounts beginning on the 45th day past due and Customer shall pay Diamond all costs incurred by it in collecting any past due account from Customer, including all court costs and attorney's fees. However, if the foregoing charges exceed that rate which is the maximum permitted by law, and then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accompany payment. Alternatively, payments and other adjustments must reference the invoice number to assure proper credit. Deductions, if any, must clearly indicate reason and reference the applicable DIAMOND credit memo number or other supporting document(s).

ACCORD AND SATISFACTION: Any payment tendered to DIAMOND in satisfaction of a disputed debt shall be sent to: 855 Godfrey Ave SW, Grand Rapids, MI 49503. DIAMOND will not be bound by any endorsement or statement on any payment or in any letter accompanying a payment and such payment will not constitute an accord and satisfaction and DIAMOND's acceptance of the payment will not limit DIAMOND's right to pursue full payment and remedies.

DISCLAIMER OF WARRANTIES: DIAMOND MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE OR QUALITY OF THE SERVICES TO BE PERFORMED HEREUNDER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION: Customer agrees to defend, indemnify and hold DIAMOND harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Customer or its subcontractors.

LIMITATION OF LIABILITY: IN NO EVENT SHALL DIAMOND OR ITS AGENTS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR FOR THE LOSS OF PROFITS OR REVENUE, OR FOR LOSS OF USE, OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING IN ANY MANNER FROM SERVICES FURNISHED UNDER THIS AGREEMENT OR FROM DIAMOND'S BREACH OF ANY WARRANTY OR ANY OTHER OBLIGATION OF DIAMOND UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF DAMAGES AND DISCLAIMER OF SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL APPLY TO ALL CAUSES OF ACTION WHATSOEVER ASSERTED AGAINST DIAMOND PERTAINING TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR OF DIAMOND'S OTHER OBLIGATIONS UNDER THIS AGREEMENT.

INSURANCE: Customer shall cause DIAMOND and DIAMOND Consultants to be listed as additional insureds on all general liability and property insurance policies carried by Customer which are applicable to the project. Upon request, Customer and DIAMOND shall each deliver to the other certificates of insurance evidencing their coverage's. All policies of insurance shall contain provisions to the effect that DIAMOND and DIAMOND Consultant's interests are covered and that in the event of payment of any loss or damages, the insurers will have no rights of recovery against DIAMOND or DIAMOND's Consultants.

OWNERSHIP OF WORK PRODUCT: DIAMOND retains all ownership rights of all drawings, reports and other materials provided to Customer in any form including, but not limited to all copyright rights afforded by the laws of the United States, which rights are specifically reserved. Customer is authorized to use the copies provided by DIAMOND only in connection with the project and may not assign, transfer or in any other way, use, reuse or copy the drawings, reports and other materials for any other purpose without the express written consent of DIAMOND. Any use of the drawings, reports and other materials by Customer shall be at Customer's own risk. Customer agrees to defend, indemnify and hold DIAMOND harmless from all claims, damages, losses, and expenses, including attorney fees, from any such claim, damage, loss or expense arising from such use.

GOVERNING LAW & GENERAL CONSIDERATIONS: This document is intended by the parties as a final, complete, and exclusive statement of the terms of their agreement. No additional or conflicting provisions in Customer's documents shall be deemed a part hereof and Diamond specifically objects to and rejects any such provisions. No affirmation, representation or warranty, which is not specifically included with the agreement is a part hereof. No course of prior dealings between the parties, no usage of the trade, no representation by Diamond's agents or in Diamond's advertisements shall supplement or explain any term used in this Agreement. This agreement shall be construed in all respects under the laws of the state of Michigan without regard to the dictates of conflicts of laws thereof and the parties agree to submit to the exclusive jurisdictions and venue in the United States District Court for the Western District of Michigan, or the Circuit Court of Kent County, Michigan. The invalidity or unenforceability of any provisions of the Agreement shall not affect any other provisions, and the Agreement shall be construed as if such invalid or unenforceable provisions were omitted. In any dispute involving this agreement the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If DIAMOND brings a lawsuit against Customer to collect invoiced fees and expenses, Customer agrees to pay DIAMOND all collection expenses including attorney fees. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their heirs, personal representatives, successors and permitted assigns. Customer may not assign any of its rights or obligations under the Agreement without the prior written consent of DIAMOND.