



## Terms and Conditions

Thank you for entrusting Hallam Engineering & Construction Corporation (the “Company”) with your project.

Please note that all materials and services to be provided to you are subject to the Terms and Conditions outlined below. By tendering a deposit payment, partial payment, or full payment by cash, check, wire transfer or credit card, you are acknowledging, agreeing to, and accepting these Terms and Conditions, whether or not you sign the acknowledgement below.

1. All work shall be performed in a workmanlike manner in accordance with industry standards.
2. Customer shall provide the Company with access to the project site and all information the Company needs to complete the work to be performed.
3. Customer shall provide and maintain adequate water and electric services needed to complete the work to be performed. Customer will provide access during normal business hours, or as necessary for emergency service. Company will be allowed to start and stop equipment as necessary to perform required service.
4. Customer shall provide a deposit equal to 25% of the estimate before work will commence. If after the deposit has been paid and work commences Customer elects not to proceed with the project, the Company shall be entitled to keep the deposit. If after the deposit is received by the Company, the Company elects to not take on the project, the Company shall refund the deposit to the Customer.
5. Estimates are only for the purpose of informing the Customer of the potential cost of the work to be performed. Customer acknowledges and agrees that such estimates are not binding, and that actual costs or fees may be more or less than reflected by an estimate.
6. Despite best efforts to provide an exact cost estimate, Customer acknowledges that once the work is in process unexpected or unpredictable conditions can occur that were not previously known to the Company or the Customer. In such circumstances the Company will provide Customer with a revised estimate to perform all work needed to complete the project. If Customer approves the revised estimate, the Company will continue with the project as soon as is practical given the then current work schedule of the Company. The Customer understands



that in some circumstances this may mean a delay of up to two (2) weeks. If the Customer elects to not proceed with the project, the Company has the right to stop work on the project and be paid for all work performed and materials ordered or furnished by the Company up to that point in time. In the event that the Company has received more money from the Customer than the value of the work and materials provided, the Company will refund the difference to the Customer within seven (7) business days after Customer elects to not have the additional work performed.

7. During the progress of the work, if Customer should order extra work not specified in the contract or change the project timeline, Company shall deem such extra work to be an agreement separate and aside from the original agreement which shall be documented by a Change Order, that will be executed by the Company and Customer. Expedite requests shall be documented by a Change Order. The Company may, in its sole discretion, require payment in advance for work to be performed pursuant to a Change Order. If advance payment is not required, full payment is due when the work set forth in the Change Order is substantially complete.

8. Customer understands and acknowledges that Customer is responsible for all costs associated with the time Company spends fabricating or readying items for installation and readying the site to perform the work, including time spent in Hallam's shop to fabricate, and/or at the job site removing debris, clearing the area, and/or work delays caused by interruptions by Customer or Customer's employees, agents or contractors, such as restricting or limiting access to the site, or special precautions to be taken.

9. In the event a Customer's check is not honored when deposited, Customer shall pay the Company twenty dollars (\$20.00) for the returned check fee (charged by the Company's bank) and thirty dollars (\$30.00) for an administrative fee, for a total of fifty dollars (\$50.00). This amount is in addition to the face value of the returned check and in addition to all other sums due to the Company by Customer.

10. Customer may designate an agent to act on the Customer's behalf with respect to the work to be performed. The decision of the Customer's agent will be binding on the Customer. The Customer or agent shall render decisions in a timely manner in order to avoid unnecessary or unreasonable delay in the orderly and sequential progress of the work to be performed.

11. The Company shall not be held responsible or required to change or update colors, stains, materials, or designs that may later become undesirable or inconvenient. The Customer understands that all such items reflect the decision of the Customer, Customer's engineer or architect based on the Customer's needs and goals. After approval is given by Customer for any



portion of the project for which service has been rendered, whether labor or materials, any additional costs incurred to change or modify the design or scope of work or to exchange or return materials shall be the subject of a Change Order and all costs associated therewith shall be paid exclusively by the Customer.

12. Prompt written notice shall be given by the Customer to the Company if the Customer becomes aware of any fault or defect in the work being performed or the materials procured.

13. Customer shall prepare the area of the Property where demolition work will be performed by removing from that area all items that the Customer does not want discarded. Such items include, but are not limited to, furniture, racks, electronics, documents, and perishables. Unless an item has been identified in writing as an item that should remain after demolition, all items will be removed and discarded as part of the demolition process. The Company shall not be liable for the cost to repair or replace any discarded item that was not previously identified as an item that should remain after demolition.

14. Company shall not be responsible for the detection or removal of mold, asbestos or any hazardous materials. The Company shall not be liable for any claims, damages, actions, costs, or other liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold, asbestos or any hazardous materials at the project site. The discovery and/or removal of mold, asbestos or any hazardous materials is specifically excluded from the scope of Company's work, and Company reserves the right to stop work until such mold, asbestos or hazardous materials are removed from the project site.

15. To the extent that all or any portion of the materials necessary to complete the project cost more than estimated, Customer shall be responsible for the additional cost of the materials over the contract price. Should Company be unable to obtain any material(s) specified in the Agreement or any Change Order, Company shall have the right at its sole discretion to substitute comparable materials.

16. The Company is not responsible for labor charges associated with replacing or repairing defective or broken materials procured by Customer. Customer shall be liable for all such labor charges, including the time and cost associated with procuring a replacement item by the Company on behalf of the Customer.

17. Shipping charges for materials are not often available at the time of estimate. If shipping charges are not available, the Customer agrees to pay all applicable shipping charges, even if



such charges were not included in the proposal or contract reviewed and approved by the Customer.

18. The Company shall **not** be responsible for determining if permits, variances, or government approval are required in order to complete the scope of work to be performed, nor shall the Company be required to obtain such permits or approval. Customer may not withhold any payment due to the Company because of any issues related to permits, variances, approval, or any government approvals.

19. The obligations of the Company shall be suspended during the time and to the extent that Company is prevented from complying with the terms of the Contract due to an event or circumstances beyond the control and without the fault or negligence of the Company (which circumstance is hereinafter referred to as "Force Majeure"), including but not limited to accidents, perils of navigation, floods, fire, storms, earthquakes, explosions, hostilities, war (whether declared or undeclared), acts of terrorism, civil disturbances, orders or acts of any government (whether de jure or de facto) or any official purporting to act under authority of any such government, illegality arising from domestic or foreign laws or regulations, insurrections, supply chain disruptions or delays, shipping delays, quarantine or custom restrictions, pandemics, strikes, lockouts, or other labor difficulty affecting the parties, or acts of God or other similar events beyond the reasonable control of the Company resulting in hindrance of the performance by the Company of its obligations. In the event that any Force Majeure circumstance cannot be removed or overcome within sixty (60) days, then either party may, at the expiration of such period by notice to the other party, terminate this Agreement and the Company shall not be liable to the Customer for damages arising out of the non-performance caused by Force Majeure.

20. Due to the ongoing disruptions caused by the COVID-19 pandemic, potential increases in material price, as well as delayed shipments may occur as the demand continues to increase amidst shortage in supply. Because of this, the Company cannot guarantee pricing or quotes prior to material purchase, nor can the Company guarantee exact install dates. All pricing and install dates are subject to change at any given time. The Company shall not be held responsible for the delay in shipment of materials nor any material price increases.

21. Customer shall indemnify and hold harmless the Company, its officers, directors, shareholders, employees, agents, and subcontractors, from all claims, losses, damages, liabilities, costs, and expenses (including all attorney's fees and costs) of personal injury or property damage (not caused by the sole negligence or intentional acts of the Company) resulting from (i) Customer's modification of materials furnished or work performed, (ii) any claims or suits



arising from or related to an alleged or actual defect in any product where the product has been manufactured by a third party.

22. If the Customer supplies any materials, or equipment, and or, accessories to be utilized in the work to be performed, Company shall not be responsible for any defects thereto, nor the quality thereof, it being agreed that Company shall accept such materials, and accessories, in the condition in which it is delivered to be utilized in the execution of the Work. Extra costs incurred through the use of defective materials or equipment supplied by Customer shall be the sole responsibility of the Customer.

23. Customer consents to allow the Company or the Company's representatives to photograph the Property before work commences, while work is ongoing, and after completion. In the event that the Company elects to use a professional freelance photographer to photograph the completed Work, Customer shall allow the photographer access to the Property for this purpose at a mutually convenient time and date to be agreed upon by Customer and the Company no later than thirty (30) days after completion of the Work. Customer consents to allow the Company to use the photographs for the Company's business purposes, which includes, but is not limited to, sample books and website galleries and advertising, but the Company shall not disclose the Property location or the identity of the Customer without the Customer's prior written consent.

24. In the event that Customer breaches all or any portions of these Terms and Conditions and/or fails to remedy the breach before the expiration of any cure period offered by the Company, Customer shall be liable for all of the Company's costs and expenses (including, without limitation, attorneys' fees, court costs, process server fees, and all related disbursements) incurred by the Company to enforce the Company's rights. Termination of this Agreement due to a Customer breach shall be without prejudice to any other rights and remedies of Company, and Customer shall remain liable for all outstanding monies owed by Customer to the Company for all labor, services, equipment and materials whether provided or on order as of the termination date.

25. Company's liability for its breach of this Agreement shall be limited to the total amount Company would have earned under this Agreement had Company performed fully.

26. Any amount not paid within fifteen (15) days of becoming due shall accrue interest at the rate of 9 percent (9%) and will continue to accrue until the past due balance is paid in full. In addition to all of its other legal rights, the Company shall also be entitled to withhold delivery of



materials, equipment, or the performance of services should Customer fail to make timely payments to the Company.

27. Any action arising out of a breach of the Terms and Condition of Sale shall be brought exclusively in the Supreme Court of the State of New York, County of Nassau, and the Parties hereby consent to the jurisdiction of such Court for that purpose, agree that it is a convenient forum, and unconditionally waive all rights to make any argument to the Court based on the doctrine of forum non-conveniens, removal, or any similar doctrine.

28. If any portion of the Terms and Conditions are held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and the Agreement shall be construed as if such portion had not been included herein.

29. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of principles.

Acknowledged and agreed to:

Date:

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Print Name:

Title: