



STANDARD TERMS AND CONDITIONS

This proposal shall remain valid for 60 days from date of issue.

CLIENT'S RESPONSIBILITY

Client shall provide Kupper Engineering, Inc. (KEI) with all necessary information, drawings and documents pertaining to the Project to permit KEI to render its services. Client shall notify KEI of any changes in design, scope or schedule; any such changes will affect the budget and schedule of the Project. Client shall appoint a single point of contact to act as liaison between the client and KEI.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kupper Engineering, Inc. and its officers, principals, and employees for any and all claims, losses, cost or damages whatsoever arising out of, resulting from, or in any way related to the Project of Agreement, shall not exceed the total compensation received by KEI under this Agreement.

KEI shall not be responsible for loss, damage or injury caused by others or failure of Client to fulfill its obligations under the proposal or these Standard Terms and Conditions.

Unless otherwise provided, KEI and our consultants have not independently undertaken any study, investigation or examination, and shall not be responsible for the discovery of any hazardous material or toxic substances, or the clean up or removal of such substances, if found. Client shall indemnify and hold KEI harmless against any claims arising from the presence of such hazardous or toxic substances.

REUSE OF DOCUMENTS

All documents and drawings created by KEI for this Project are instruments of service. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or any other Project. Any reuse without written verification or adaptation by KEI will be at the Client's sole risk and without liability to KEI; the Client shall indemnify and hold harmless KEI from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from Client's reuse of KEI drawings and documents.

PAYMENT TERMS

Billing shall be on a monthly basis with terms of net thirty (30) days. Payment of KEI invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by KEI in collecting any amounts past due and owing on client's account. KEI reserves the right to assess a finance charge of one and one-half percent (1½%) per month for late payments.

Client shall notify KEI of any questions regarding invoices and statements in a timely fashion. Unless otherwise notified in writing within twenty (20) days of invoice or statement date, KEI will regard the issued invoice or statement as final and undisputed.

TERMINATION OR SUSPENSION

Client may terminate this agreement upon fourteen (14) days written notice to KEI. KEI shall be entitled to payment for work completed and expenses incurred as of the date of termination, including work and expenses necessary to protect the integrity of the project. If the Client breaches its obligations under the proposal or these Standard Terms and Conditions, then KEI reserves the right to pursue appropriate claim for damages.

If Client suspends project for more than thirty (30) days, KEI shall be compensated for services prior to suspension. When the project is resumed, KEI fees and schedules for remaining tasks shall be subject to equitable adjustment. Should the suspension last more than ninety (90) days, KEI reserves the right to cancel the agreement in its entirety.

ADDITIONAL CHARGES

Should the Client request additional services which are beyond the scope of this Agreement, KEI will perform the work on a time and materials basis using standard billing rates.