

BLDI, INC. STANDARD TERMS & CONDITIONS

1. Professional Standards and Warranty:

Professional services performed by BLDI under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

2. Waste and Contamination:

Nothing stated or implied in this Agreement or in BLDI's other dealings with Client shall be construed to make BLDI the owner or generator of any waste, environmental contamination, product contamination, or building contamination related to the subject matter of this Agreement. Client shall defend, indemnify, and hold BLDI harmless from all claims seeking to impose liability on BLDI as the owner, generator or the person otherwise responsible for such waste or contamination.

3. Subcontractors:

BLDI may engage subcontractors on behalf of the Client to perform a portion of the services to be provided by BLDI. BLDI shall have no liability for any delay, breach, or failure of performance by a subcontractor unless BLDI fails to use reasonable care in the selection of such subcontractor.

4. Payment:

BLDI shall bill monthly for services and reimbursable expenses. Unless otherwise stipulated, services will be billed according to the hourly rates in effect when services are provided. Reimbursement for expenses shall be based on BLDI's actual cost plus 20% to cover direct and indirect overhead. Each invoice shall be due and payable thirty (30) days after receipt by Client. BLDI may suspend performance of services until all past due amounts are paid. Invoices over 30 days past due will be charged monthly interest at the rate of 12% per annum or the highest lawful rate on the unpaid balance, whichever is less. BLDI may also, at its option, place the account with a collection agency and/or sue for payment, and be entitled hereunder to collect all amounts owed, with interest as described above thereon, along with any and all collection fees and costs, attorneys fees and court costs incurred.

5. Termination:

This agreement may be terminated by either party upon 15 days prior written notice. In such event, Client shall pay BLDI in full for all work performed prior to the effective date of termination. All drawings, reports, and documents prepared by BLDI or its subcontractors shall remain the property of BLDI until all monies owed to BLDI by Client have been paid. BLDI assumes no liability for use of such drawings, reports or documents delivered to the Client in connection with a project which is terminated before completion, unless specifically agreed to in writing.

6. Cost Estimates:

Cost estimates provided by BLDI shall be on the basis of experience and professional judgment. BLDI does not warrant the accuracy of such estimates as compared to contractor's bids or actual costs incurred.

7. Arbitration:

Any dispute arising out of or related to this Agreement may be decided in accordance with the rules of the American Arbitration Association. Either Client or BLDI may initiate a request for such arbitration, but consent of the other party shall be necessary before arbitration may proceed. No additional parties may be included in such arbitration proceedings. If BLDI and Client agree to arbitration, the award of the arbitrator shall be binding and final, and judgment on any award may be entered in any court of competent jurisdiction.

8. Indemnity:

Client agrees to indemnify and hold BLDI harmless from and against all liability, claims, demands, losses, damages, and expenses (including attorney fees), related in any way to BLDI's performance of services under this Agreement, except those solely and directly caused by the negligent acts, errors, or omissions of BLDI.

9. Limitation of Liability:

Notwithstanding any other provision of this Agreement, the liability of BLDI to the Client or any other party claiming through or for the benefit of Client, will be limited to the amount of BLDI's professional fees.

10. Site Access and Security:

Unless otherwise expressly agreed, Client is solely responsible for all aspects of site security and for obtaining any necessary permission from any affected third party property owners for use of their lands. Client shall obtain signed Authorization(s) for Entry and Use of Land as necessary for BLDI to perform its services. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of BLDI's services, except for such damage as may be caused by the negligent acts, errors, or omissions of BLDI.

11. Federal/Local Right to Know Compliance:

In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, Client shall provide BLDI with a list of hazardous substances in the work place to which BLDI employees or subcontractors may be exposed to while carrying out this Agreement. In addition, the Client shall provide a listing of protective measures in case exposure occurs.

12. Governing Law:

This Agreement and all related documents shall be governed, enforced, and construed in accordance with laws of the State of Michigan. Any disputes shall be resolved in the court residing in Kent County, Michigan.