



675 CESAR E. CHAVEZ AVE.

PONTIAC, MI 48340

P: (248) 499-6086

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PROPOSAL TERMS AND CONDITIONS

Unless stated otherwise within a particular term or condition, all terms and conditions apply to all proposals and other agreements between Owner, Customer, and Contractor, as defined below. If a conflict arises between a provision in the proposal or other specific agreement and these terms and conditions, the provision in the proposal or other specific agreement governs.

DEFINITIONS:

- A. "Owner" means the party with whom Contractor has entered into the Prime Contract with respect to the Project, even if such party does not own the Project.
- B. "Customer" means any person, firm, corporation or other entity whatsoever to whom the Company or its Subsidiaries provided Goods and/or Services to.
- C. "Contractor" means the entity providing the Goods and/or Services to which these terms and conditions apply. Generally, Contractor will be Lee Machinery Movers, Inc. (hereinafter referred to as "LMM"), unless a different entity is identified as Contractor in the Proposal itself. The term "Contractor" shall be used regardless of whether the actual role of the entity providing the Goods and/or Services is general contractor, construction manager, design builder, or otherwise.
- D. The "Agreement" refers to the entire agreement, including the subcontract or purchase order and the terms and conditions stated herein.
1. All proposals submitted by LMM assume the Customer, Owner, and all other applicable parties will provide free and clear access to all work areas necessary to perform LMM's scope of work throughout the duration of the project.
 2. LMM agrees to use materials which meet code requirements for all jobs quoted. Substitutions shall be made when agreed to by both the Customer and LMM.
 3. LMM will not be responsible for any damage to concrete, asphalt, and/or any finished surfaces due to concentrated loads.
 4. No electrical, mechanical, hydraulic, leveling, anchoring, grouting, piping, concrete, painting, tarping, or fabricating is included unless specified within the proposal. A fuel surcharge may be added and is subject to change dependent on circumstances.



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5. Quote assumes no dust prevention wall or construction equipment requirements included unless otherwise noted.
 6. No spotter, groundman, escort, etc. has been included unless otherwise specifically noted in the proposal.
 7. Price is based on removal of equipment under normal conditions. Price does not include additional time due to specific weather conditions including but not limited to: snowstorms, floods, severe weather, seasonal weight restrictions, acts of God, or any other conditions outside of our control.
 8. Customer to provide all adequate door, aisle, and ceiling clearances.
 9. Quote assumes use of all diesel-powered equipment unless otherwise noted.
 10. LMM is not responsible for any oil, chemicals, etc. that are not drained and/or removed from machines.
 11. Customer is responsible for appropriate insurance if machine is transported across the United States border and/or if the machine, by nature requires additional insurance.
 12. Fines and removal charges not caused by LMM will be back charged to the applicable party.
 13. A cancellation fee may apply for jobs that are cancelled without a twenty-four-hour notice.
 14. Credit Approval. All sales of Goods and Services are subject to Customer's credit approval by LMM. LMM may modify, suspend, or withdraw the credit amount or payment terms at any time. If there is doubt as to Customer's financial condition, LMM may withhold performance of services, require cash payments or advance payments, or require other satisfactory financial security before performance of services.
 15. The cost and ability to meet the timing specified on quotation are both tied to the start date discussed or specified. Either item may be adversely affected by a change to the start date. If no start date was specified, LEE estimates both the duration and price by the best available customer information, by our extensive experience, and our current schedule. An early award will allow LMM to lock in resources for your project. Quoted costs and schedules must be reviewed by LMM when timing is compressed or altered, or the scope is modified, as such changes may effect LMM's ability to complete the project within the original timeline. All changes aforementioned may result in additional costs to the Customer that will be billed on a T&M basis.
 16. The delivery of ordered Goods and/or Services is tied to the awarding of the job and LEE receiving all information needed to order. It should not be assumed that delivery dates or costs can be met if the job launch is postponed. Materials and commodities are prone to fluctuations in price and timing beyond the control of LMM.
 17. The above quotation is based on normal soil conditions and on the assumption that there are no underground utility lines or obstructions. The Customer is responsible for locating any such utility lines or obstruction and calling them to our attention, and in the event that we inadvertently encounter the same, you will be responsible for all resulting damages. Further, if any underground obstructions are encountered that would delay excavation



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or assembly including but not limited to, junk fill, rock, brick-like strata, old foundations, frost, water pipes, drains, sewer lines or other crotch work, electrical lines or conduit, gas, air or oil lines, other utility lines, or if any excessive conditions such as sand or water necessitate the pumping of water or additional charges will be made on a T&M basis. The above quotation does not include any shoring or dewatering, unless specified in quotation.

18. If LMM incurs any expenses or costs in the collection of the amounts due pursuant to this proposal or related invoices, then all costs of collection, including reasonable attorney fees, shall be owed and paid by the Customer to LMM.
19. If you hire an Employee of LMM at any time during our relationship, or within 1 (one) year of the end of our relationship, you will be billed a normal contingency placement fee of 40% of that employee's first year salary with your company. This placement fee will be paid LMM. This fee is necessary to recoup a portion of our training costs, and the cost to replace and train a suitable replacement.
20. If Customer specifies a desired number of hours worked by LMM during the quoting process, LMM is only obligated to perform such services for the specified amount of hours provided in the quote. All additional hours required to complete Customer's scope of work will be billed as an additional cost on a T&M basis.
21. When a scope increase is necessary to continue work, the Customer shall give the appropriate Purchase Order within 10 days.
22. Subcontractors hired by LMM will be subject to the terms and conditions of this Agreement.
23. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be done on a time and material basis and will become an extra change over and above the estimate. Unless noted in the quote, all start up, development, or training shall be performed by LMM on a T&M basis. Quote based on straight time hours. All agreements are contingent to Union requirements, ratios, strikes, accidents or delays beyond our control. LMM is not responsible for items we manufacture or install that are designed or engineered by others. LMM accepts no responsibility for equipment outside of the United States. Customer is responsible for any importation or deportation documentation, fees or taxes. Any State or Regional taxes will be billed separately.
24. LEE may withdraw this proposal if not accepted within 30 days.
25. Indemnification. To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Contractor, Contractor's representative, all of their respective trustees, directors, officers, employees and agents (collectively, "Indemnitees") from and against all claims and demands of third persons, just or unjust, (including,



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without limitation, reasonable legal fees) and all liabilities, damages, losses, costs, or expenses, including, but not limited to, claims for infringement of any patent, invention, design, trademark, or copyright (collectively, "Claims"), arising from, relating to, or alleged to arise from or relate to Customer's operations (including failure to perform), except claims or demands arising out of the sole negligence of contractor.

26. Force Majeure. LMM will not be liable for any failure or delay in performing an obligation under this Agreement that includes but is not limited to any of the following causes: acts of God, hurricanes, earthquakes and other natural disasters, explosions, epidemics/pandemics, terrorism, government acts, embargoes, labor strikes & disputes lockouts, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action; breakage of plant equipment, structural collapse, chemical contamination, and other events beyond the control of the parties. Anything that materially affects the performance of any of the LMM's obligations under this agreement and anything could not reasonably have been foreseen or provided against. LMM shall take all reasonable actions to minimize the delay caused by any of the above factors.
27. No Damages for Delay. In no event shall LMM be liable to the Customer or Owner for any damages or increased compensation of any kind for any delay or disruption to Owner's performance of Work regardless of whether such delay is caused by LMM, or by other parties under LMM's control, or by Force Majeure, or by any other cause.

Masters License: 6210709

Contractor's License: 6108678

Insurer: Travelers Insurance Company

Group Liability: DTCO1X309707

Workers Comp: UB1X31302623



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