



Customer Terms and Conditions

The following Terms and Conditions shall supplement the John E. Green Company ("JEG") Proposal ("JEG Proposal") together with all documents incorporated by reference in the JEG Proposal and in these Terms and Conditions, constitute the fully integrated agreement (the "Agreement") between JEG and the Customer (as "Customer" is defined in the JEG Proposal). The JEG Proposal may consist of JEG's proposal, or the other documents JEG submitted in connection with working on the project or commencing work on the project, including preliminary work off site (all such work shall be the "Work").

1. Acceptance. Customer shall be deemed to have accepted the Agreement and be bound legally under the Agreement upon JEG's receipt of a copy of the JEG Proposal signed by Customer. The Agreement expressly limits and is expressly made conditional upon Customer's acceptance of these Terms and Conditions, and JEG's notification of objection and rejection to any different or additional terms is hereby given to Customer. Any of Customer's terms different from or in addition to the Terms and Conditions of this Agreement, whether contained in any proposal, acknowledgement, release or other written correspondence, shall not form a part of the Agreement, even if Customer purports to condition its acceptance of the Agreement on JEG's agreement to such different or additional terms. Under no circumstances will any of Customer's proposed terms and conditions become a part of this Agreement or the contractual relationship between JEG and Customer. The documents forming the Agreement are the JEG Proposal and these Terms and Conditions and shall supersede all prior negotiations, representations, and agreements, oral or written.

2. Time for Completion of Work. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of JEG, all dates provided by JEG for commencement, progress or completion are estimates only. While JEG shall use commercially reasonable efforts to meet such estimated dates, JEG shall not be responsible for any damages for its failure to do so.

3. Payment.

a. Customer shall pay JEG's invoices within net 30 days of invoice date. JEG may invoice Customer for all equipment or material furnished, whether delivered to the project site or stored off site and for all Work performed.

b. If for any reason the amount due under this Agreement is not paid when due, JEG may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to JEG for all reasonable shutdown, stand-by and start-up costs as a result of the suspension. JEG shall be entitled to recover all costs incurred in having to collect the unpaid balance including, but not limited to, reasonable attorney fees, arbitration costs and interest allowed by law, and for otherwise enforcing these terms and conditions.

4. Changes to Scope of Work. In the event Customer requests that JEG perform additional or extra work outside of the Work, and JEG agrees to perform the additional or extra work, the parties shall sign a Change Order. A Change Order is a written instrument prepared by JEG and signed by both parties stating their agreement upon the change in the Work under the Agreement, including, but not limited to, an increase in the Agreement price. JEG is under no obligation to perform any work without a written and signed Change Order.

5. Force Majeure. JEG's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If JEG is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, the Agreement shall, at JEG's election: (i) remain in effect but JEG's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon 10 days' notice to Customer, in which Customer shall pay JEG for all Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of JEG.

6. Termination. Each of the following events or conditions below shall constitute a material breach by Customer and shall give JEG the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to JEG for all Work performed to date and all damages sustained by JEG (including lost profit and overhead). The events or conditions are: (i) any failure by Customer to pay amounts when due; or (ii) any failure by Customer to perform or comply with any material provision of this Agreement.

7. Indemnity. JEG and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by their negligence or misconduct in connection with their activities within the scope of this Agreement.

8. Wavier of Consequential Damages. In no event shall JEG be liable to Customer for consequential, special, exemplary, indirect or incidental damages, arising from or out of the Agreement, including, but not limited to, damages for loss of business, loss of financing, loss of profits, loss of bonding capacity, loss of reputation, insolvency or other similar damages (whether such damages are characterized as direct or indirect), including a breach of contract or warranty, tort (including negligence, strict liability or otherwise).

9. Limitation of Liability. JEG's aggregate liability for any and all claims, losses or expenses arising out of this Agreement, or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, indemnity or any other theory of liability, shall be limited to the total compensation received by JEG from Customer under this Agreement.

10. Integration and Waiver. The Agreement constitutes the entire, fully integrated agreement between Customer and JEG and all prior understandings, agreements or representations are superseded by the Agreement. No modification or amendment of the Agreement shall be effective, and neither Customer nor JEG shall claim that the Agreement has been modified or amended, unless such modification or amendment is in writing and signed by an officer of JEG. No right or obligation created by the Agreement shall be deemed waived, and no party to the Agreement shall claim that such waiver has occurred, unless such waiver is in writing and signed by the party claimed to have waived such right or obligation, and if such party is JEG, such writing is signed by an officer of JEG.

11. Dispute Resolution. In the event of a dispute or claim by or between JEG and Customer arising out of, or relating to, the Agreement (a "Claim"), JEG and Customer shall endeavor to reach resolution through good faith direct discussions between the parties' representatives, who shall possess the necessary authority to resolve such Claim. Such discussions shall be a condition precedent to the commencement of any legal proceeding by the parties arising out of the Agreement, but only after JEG has exercised its sole right and option to determine whether the Claim shall proceed in an arbitration proceeding or in litigation.

If the Claim remains unresolved after good faith direct discussions between the parties' representatives, the Claim shall, at JEG's sole option, be decided by either arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or in litigation. The award rendered by an arbitrator shall be specifically enforceable in accordance with the governing arbitration law, and a court of competent jurisdiction may enter a judgment on the award of the arbitrator. The costs of any dispute resolution processes shall be borne by the non-prevailing party, as determined by the adjudicator of the dispute.

12. Choice of Law and Venue. The rights and obligations of JEG and Customer under the Agreement shall be construed and governed in accordance with the laws of the State of Michigan, excluding the conflicts of law principles. Any action authorized by JEG to enforce any rights or obligations under the Agreement shall be commenced only in a state or federal court of the State of Michigan. All arbitrations shall be administered by the American Arbitration Association (unless otherwise agreed to between the parties) and all hearings shall be held in metropolitan Detroit.