

MUTUAL AGREEMENT

The Owner accepts the relationship of trust and confidence established by Purchase Order or Owner provided Agreement and agrees to cooperate with MANTEY MACHINE, LLC skill and judgment in furthering the interests of the Owner. The Owner agrees to furnish and approve, in a timely manner, information or materials required by MANTEY MACHINE, LLC for commencement of work, and to make payments to MANTEY MACHINE, LLC according to terms stated in Purchase Order or Owner supplied Agreement.

PURCHASE ORDER or OWNER SUPPLIED AGREEMENT COMMENCEMENT

MANTEY MACHINE, LLC ("Mantey") will perform the work according to Purchase Order or Owner supplied Agreement and commencement will begin on the date MANTEY MACHINE, LLC receives a furnished and supplied signed Purchase Order or Owner supplied Agreement, except where work is indicated supplied by others. MANTEY MACHINE, LLC will begin work on date of commencement and fulfill to satisfaction completion within the time estimated in Purchase Order or Owner supplied Agreement, except where material is delayed beyond MANTEY MACHINE, LLC control, job site conditions are unfit for handling material, or other conditions beyond MANTEY MACHINE, LLC control may delay the satisfactory completion date.

PRIOR TO COMMENCEMENT

MANTEY MACHINE, LLC is not responsible for Owner provided material and has the right to refuse material that they believe is unfit for fabrication or installation. MANTEY MACHINE, LLC will not begin work until necessary material is on site and reconciled per project drawings set.

PAYMENT

All payments are due within thirty (30) calendar days from satisfactory completion, or within thirty (30) calendar days from Pay Application or invoice. Purchase Order or Owner supplied Agreement are as payment terms are stated above, or as agreed upon in writing by MANTEY MACHINE, LLC and Owner. Line items may be set forth where applicable and payment is according to payment by line if the duration of the project is over thirty (30) days, or as specified on Purchase Order or Owner supplied Agreement. Guaranteed maximum price is totaled on Purchase Order Sum or Owner supplied Agreement.

CHANGE IN SCOPE/ADDITIONS

Purchase Order Sum is based on changes to Purchase Order or Owner supplied Agreement including additional scope, addenda, timeline, change orders and other modifications/additions are subject to cost increase. Owner must provide all modifications to MANTEY MACHINE, LLC for approval prior to commencement of additional work. Payment terms for all modifications and changes are according to Purchase Order or Owner supplied Agreement, or as defined in written agreement between MANTEY MACHINE, LLC and Owner. If MANTEY MACHINE, LLC fails to fulfill satisfactory completion of work, Owner must provide written note to cure within 48 hours of delivery. If MANTEY MACHINE, LLC does not provide satisfactory completion of work due to unforeseen circumstances or Owner infliction, MANTEY MACHINE, LLC is to assess damages based upon MANTEY MACHINE, LLC time and materials. Payment for project time and material is due within thirty (30) days from furnishing or invoice.

USE OF DRAWINGS AND DOCUMENTS

Professional drawings curated by MANTEY MACHINE, LLC are for fabrication use and not to be used for steel erection unless noted and agreed upon by both parties, whereas MANTEY MACHINE, LLC then releases all liabilities for steel installation, project construction and schedule. All drawings and documents owned by Owner and Architect are not property of MANTEY MACHINE, LLC, or to be used for project fabrication. MANTEY MACHINE, LLC will use project documents as needed to curate fabrication drawings approved by Owner, Architect and Engineer and will not fabricate material or commence work unless otherwise approved by Owner. All changes are subject to additional cost and agreed upon by Owner and MANTEY MACHINE, LLC prior to commencement of work. Owner or any other identity may not use drawings or digital models curated by MANTEY MACHINE, LLC for additions outside the scope of the work without written consent of MANTEY MACHINE, LLC.

SUBMITTALS

Submittals furnished by MANTEY MACHINE, LLC to Owner, employees or agents shall be approved by all necessary parties in a timely manner. The work shall be in accordance with approved submittals. Owner or necessary party shall make any necessary revisions or changes to submittals prior to approval. Changes after submittal approval are subject to additional cost. MANTEY MACHINE, LLC does not provide professional services that practice architecture or engineering.

CHANGE IN WORK

Change in work may be executed after Purchase Order or Owner supplied Agreement. MANTEY MACHINE, LLC may order changes in the general scope of work including additions, delays, deletions, or other revisions. The Purchase Order Sum will be adjusted accordingly. Changes in work shall be authorized by written order signed by the Owner.

OWNERS RIGHT TO STOP WORK

If work is unable to be performed for any reason, Owner has a right to issue a written order to MANTEY MACHINE, LLC to stop work and resume when the cause of order is eliminated.

SUBCONTRACTORS

When applicable and appropriate, MANTEY MACHINE, LLC is responsible for acts and omissions of agents and employees performing portions of the Purchase Order or Owner supplied Agreement on behalf of MANTEY MACHINE, LLC.

USE OF SITE

If job site is not in a condition agreed upon according to Purchase Order or Owner supplied Agreement, MANTEY MACHINE, LLC has a right to issue a written order to stop work and resume when the cause of order is eliminated.

ACCESS TO WORK

The Owner shall allow access for MANTEY MACHINE, LLC to work as agreed upon in the Purchase Order or Owner supplied Agreement. If work site is inaccessible, Owner must notify MANTEY MACHINE, LLC within an appropriate timeframe, and supply a written order to stop work and resume when cause of order is eliminated.

TIME

By signing the Purchase Order or Owner supplied Agreement, Owner confirms that the estimated time is a reasonable period for performing the work and will notify MANTEY MACHINE, LLC in writing of changes, additions or delays with the additional time agreed upon by both MANTEY MACHINE, LLC and the Owner. The term "day" shall mean business day (Monday-Friday) unless otherwise specifically defined. If MANTEY MACHINE, LLC is delayed at any time in progress of the work by changes, labor disputes, fire, delivery delay, abnormal or unfit weather conditions, unavoidable casualties or illnesses, or any cause beyond MANTEY MACHINE, LLC control, the time shall be extended for such a reasonable time as agreed upon by MANTEY MACHINE, LLC and the Owner and expressed in Purchase Order or Owner supplied Agreement.

SAFETY

The Owner shall be responsible for initiating, maintaining, and supervising all safety precautions, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in connection with the performance of the work. MANTEY MACHINE, LLC will take reasonable precautions for safety and reasonable prevention of injury, or loss to employees or persons nearby, work materials, and other property. MANTEY MACHINE, LLC may make a claim for the cost to remedy the damage or loss due to acts or omissions of the Owner or by anyone for whose acts may be liable, and not attributable to the fault or negligence of MANTEY MACHINE, LLC. The Owner is responsible for compliance regarding hazardous conditions that are not attributable to MANTEY MACHINE, LLC. MANTEY MACHINE, LLC has the right to immediately stop work and notify the Owner of a hazardous condition. When the situation has been rendered harmless, work will resume upon written agreement of the Owner and MANTEY MACHINE, LLC. The Purchase Order or Owner supplied Agreement will be extended appropriately and the Purchase Order Sum will be increased in the amount of MANTEY MACHINE, LLC additional costs for shut down, delay and start up.

WARRANTY

MANTEY MACHINE, LLC warrants to the Owner materials and deliverables furnished under the Purchase Order or Owner supplied Agreement will be of good quality and conform to requirements of Project Documents free from defect. MANTEY MACHINE, LLC warranty excludes remedy for damage or defect caused by abuse, alterations to the work not performed by MANTEY MACHINE, LLC, improper or insufficient maintenance, improper operation or normal wear and tear.

SEPERATE CONTRACTORS

MANTEY MACHINE, LLC will not reimburse cost incurred by a separate contractor because of delays, improperly timed activities, or defective construction.

TAXES

Owner may be subject to sales, consumer, use and other similar taxes that are legally required or to be legally required.

PERMITS AND FEES

Except for permits and fees that are the responsibility of MANTEY MACHINE, LLC as stated in Purchase Order or Owner supplied Agreement, the Owner shall be responsible for necessary approvals, inspections, surveys, easements, assessments, and charges required for the project, changes or use of facilities.

INSURANCE AND BONDS

MANTEY MACHINE, LLC will maintain the required Commercial General Liability insurance, Automotive insurance and umbrella policies agreed upon prior to the execution of the Purchase Order or Owner supplied Agreement. MANTEY MACHINE, LLC will provide a Certificate of Insurance upon Owners written request with the Owner as an additional insured on the Commercial General Liability and excess or umbrella liability policy. Unless otherwise agreed upon in Purchase Order or Owner supplied Agreement, retainers of any kind are not permitted for fabricated material to be installed by others. The Owner is required to maintain Property Insurance for no less than the Purchase Order Sum including all changes for the duration MANTEY MACHINE, LLC is performing work. If the work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, "all-risks" property insurance, protecting the existing structure against loss or damage. The Owner shall be responsible for all co-insurance penalties. The Owner waives all rights against MANTEY MACHINE, LLC for damages caused by fire or other causes of loss.

CORRECTION OF WORK

MANTEY MACHINE, LLC will promptly correct work that fails to conform to the Purchase Order or Owner supplied Agreement discovered within thirty (30) days of substantial completion. MANTEY MACHINE, LLC is not obligated to reimburse cost of additional testing, inspections, replacement, or compensation for any damages or time lost. Determination for cost of work correction shall be written agreement between Owner and MANTEY MACHINE, LLC if no fault to MANTEY MACHINE, LLC. If work is found to be non-compliant, Owner must give MANTEY MACHINE, LLC written notice of such conditions within six (6) months. During six (6) month period for correction of work, if the Owner fails to notify MANTEY MACHINE, LLC of required corrections, Owner waives the rights to require correction by MANTEY MACHINE, LLC and to make a claim for breach of warranty. If MANTEY MACHINE, LLC is unable to correct non-compliant work within a reasonable time, Owner must notify MANTEY MACHINE, LLC in writing prior to continuing work with another contractor in lieu of MANTEY MACHINE, LLC and set an agreeable sum of loss payable by MANTEY MACHINE, LLC. Owner must allow MANTEY MACHINE, LLC (30) days from notice to cure non-compliant work.

PROVISIONS

Purchase Order or Owner supplied Agreement shall not be assigned without written consent of either party. The Purchase Order shall be governed by the law of the place where the project or fabrication is located. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

TERMINATION OF PURCHASE ORDER OR OWNER SUPPLIED AGREEMENT

If Owner fails to make payment according to Purchase Order or Owner supplied Agreement, disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, or fails to uphold the Owners obligations as set forth in this agreement, MANTEY MACHINE, LLC may, upon seven (7) days' notice to the Owner, terminate the Contract and recover from the Owner payment for work performed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. The Owner may, at any time, terminate the Purchase Order or Owner Supplied Agreement without cause and the Owner shall pay MANTEY MACHINE, LLC for work performed and cost incurred by reason of termination.

INDEMNIFICATION

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Mantey Machine, LLC, and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of MANTEY MACHINE, LLC, or anyone for whose acts they may be liable.

CLAIMS AND DISPUTES

Claims, disputes, and other matters in question arising out of or relating to Purchase Order, shall be subject to mediation as a condition precedent to binding dispute resolution. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The Owner waives the right for all claims and disputes more than 10 years after the date of substantial completion.

ENTRANCE OF AGREEMENT

This agreement is entered on the date of executed Purchase Order or Owner Supplied Agreement.