

**HMW CONTRACTING LLC**  
**GENERAL TERMS AND CONDITIONS – SUBCONTRACT**

Except as otherwise expressly set forth in the SOW (as defined below), the parties agree that the following General Terms and Conditions (“Terms and Conditions”) shall govern the transaction contemplated under the SOW:

**1. Contract.**

1.1. Contract Formation. Each purchase order, statement of work or other type of written instruction(s) that HMW Contracting LLC, a Michigan limited liability company (“Company”), issues (“SOW”) is Company’s offer to purchase the services identified in the SOW (“Services”) from the entity identified therein (“Subcontractor”). The SOW can be accepted only upon the terms and conditions expressed herein, which may not be modified, amended or waived except by express written consent executed by a duly authorized representative of Company (“Authorized Representative”). Subcontractor will be deemed to have accepted the SOW as issued and all of the provisions of these Terms and Conditions (A) if Subcontractor begins performance under the SOW, (B) if Subcontractor acknowledges in writing its acceptance of the SOW, or (C) if Subcontractor delivers any documents, sketches or plans relating to the Services to Company. Company may withdraw the SOW at any time before it is accepted by Subcontractor. Upon acceptance, the SOW, these Terms and Conditions, and any other documents specifically incorporated in the SOW, including, without limitation, any Prime Contract (as defined below), specifications, drawings, or quality requirements, constitute a binding contract between Company and Subcontractor (the “Contract”). The Contract will constitute the entire agreement between the parties regarding the subject matter thereof and will replace any other agreements or understandings between the parties. If Subcontractor objects to the SOW or proposes alternate or additional terms but commences or has commenced performance under the SOW before Company expressly agreed to such alternate or additional terms in writing, the SOW will still become the Contract as provided above but will not include the alternate or additional terms. The SOW incorporates one or more agreements between (i) Company and a third party (the “Owner”) or (ii) two Owners by reference (each such agreement with Owner(s), a “Prime Contract”). The Prime Contract shall be part of the Contract and Subcontractor hereby assumes toward the Owner and Company all obligations and responsibilities that Company, under the Prime Contract, assumes toward the Owner and its affiliates (architects, engineers, consultants, etc.), and Company shall have the benefit of all rights, remedies, and redress against Subcontractor that the Owner, under the Prime Contract, has against Company. All applicable Prime Contracts will be available for inspection upon Subcontractor’s written request. Any objections or questions pertaining to the Contract or the Prime Contract must be raised in writing by Subcontractor prior to acceptance of the Contract. No objection or exception shall constitute a waiver or modification of the Contract or the Prime Contract unless acknowledged in writing by Company.

1.2. Term. The term of the Contract shall begin on the date set forth on the respective SOW and shall end either on the date set forth on the SOW, or, if no end date is set forth, when Subcontractor and Company complete all of their respective obligations under the Contract.

1.3. Conflicting Provisions. In the event of a conflict between the Terms and Conditions, any other drawings or specifications specifically incorporated in the SOW and the SOW, the SOW shall prevail first, then the drawings, then the specifications, and then these Terms and Conditions.

1.4. Changes. Company may from time to time by notice to Subcontractor make changes to the scope of services or similar requirements provided under the Contract. Any difference in price or time for performance resulting from such changes shall be equitably adjusted, and the SOW shall be modified in writing accordingly. Contract changes must be evidenced by a writing signed by

Company's Authorized Representative. Subcontractor shall not make any changes in the design or composition of any Services to be provided hereunder without the prior written approval of Company. Without limiting the generality of the foregoing, the price(s) established in the Contract are "firm" and not subject to increase for any reason without the prior written consent of Company.

1.1. Competitive Prices or Terms. If, after formation of the Contract, but prior to payment by Company for all Services purchased thereunder, Subcontractor (A) sells, or offers to, sell substantially similar services under similar circumstances to another customer at a lower price, (B) offers a reduction in price to any customer already purchasing substantially similar services, or (C) sells, or offers to sell, substantially similar services on commercial terms that are, in Company's reasonable judgment, more favorable than those set forth in the Contract, Subcontractor shall promptly notify Company thereof and such lower price or more favorable terms will be applicable to all Services by Company hereunder.

1.2. Missing Terms. If performance schedules are not specified in the SOW, they will be as agreed to from time to time by Company and Subcontractor in writing.

1.3. Right to Inspect. From time to time upon Company's request, Subcontractor agrees to provide Company with reasonable access to Subcontractor's books and records related to price, quantity, and other terms of various contracts of Subcontractor. Company may, at any time, inspect or observe Subcontractor's performance of the Services. All Services shall be performed subject to Company's review, inspection and rejection. Any Service that is rejected by Company as a result of nonconformance with the terms hereof or any of Subcontractor's warranties shall be subject to Section 4 hereof.

1.4. Requirements and Conditions of Services. Subcontractor acknowledges that (i) it has reviewed and considered the requirements to perform the Services, which are fully adequate to allow Subcontractor to complete the Services, and (ii) it is familiar with all conditions relating to the Services and the site or sites where the Services will be performed and with all other matters and conditions which could affect the performance of the Contract and Services assumes all risks with regard thereto.

1.5. Other Subcontractors. Company reserves the right to (i) retain other service providers or subcontractors, at Company's sole cost and expense, to perform similar work as the Subcontractor; (ii) to retain such other service providers or subcontractors without obtaining Subcontractor's approval; and (iii) Subcontractor agrees to cooperate fully and to share information with any other service provider or subcontractor performing services for Company.

## **2. Contract Performance**

2.1 Time is of the Essence. Subcontractor acknowledges that time is of the essence with respect to Subcontractor's obligations under the Contract, and Subcontractor's prompt and timely performance of all such obligations is strictly required. If Services are not performed in accordance with the timing requirements established by Company, Subcontractor will be responsible for any additional costs resulting therefrom. Subcontractor understands that Company may pay penalties if the Services are not completed according to the schedule in the Prime Contract. Subcontractor understands that failure to meet performance benchmarks and timelines will result in penalties to Subcontractor, which may be deducted by Company from amounts owed or to become due over the life of the Contract. Subcontractor must ensure it has adequate labor available to meet all scheduling demands set forth in the Contract.

2.2 Subcontractor Obligations. Subcontractor shall:

(a) in the performance of the Services, exercise that degree of skill and care regularly and consistently exercised by service providers of comparable size, experience and ability practicing in similar fields;

(b) be responsible to Company for loss, damage and expense suffered by Company which is directly attributable to Subcontractor's failure to adhere to the standard set forth above;

(c) furnish all labor, materials, tools, equipment, supervision and services necessary to perform and complete the Services;

(d) perform the Services in a good and workmanlike manner strictly in accordance with the requirements set forth in the Contract;

(e) before the date on which the Services are to start, obtain, and at all times during the term of the Contract, maintain, all necessary licenses, permits, certificates, and consents and comply with all relevant laws applicable to the provision of the Services;

(f) comply with all rules, regulations and policies of Company which are communicated or provided to Subcontractor, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;

(g) maintain complete and accurate records relating to the provision of the Services under the Contract, including records of the time spent and materials used by Subcontractor in providing the Services in such form as Company shall approve. During the term of the Contract, and for a period of one (1) year thereafter, upon Company's written request, Subcontractor shall allow Company to inspect and make copies of such records and interview Subcontractor personnel in connection with the provision of the Services;

(h) ensure that all persons, whether employees, agents, sub-subcontractors, or anyone acting for or on behalf of the Subcontractor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(i) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Company; and

(j) keep and maintain any Company equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with Company's written instructions or authorization.

**3. Assignment and Subcontracting.** Subcontractor may not assign this Contract and may not delegate any portion of its performance hereunder unless Subcontractor first obtains Company's express written consent. Upon such express written consent, Subcontractor shall, by an appropriate written agreement, the form of which shall be subject to Company's approval, require any sub-subcontractor to assume toward Subcontractor all the obligations and responsibilities which Subcontractor, by this Contract, assumes toward the Company and the Owner. The sub-subcontract shall strictly comply with the requirements of applicable provisions of the Prime Contract. The sub-subcontract shall require the sub-subcontractor to indemnify the Company and the Owner and their agents and employees pursuant to the terms of this Contract, shall require the sub-subcontractor to provide insurance

coverage in accordance with the terms of this Contract, and shall require the sub-subcontractor to furnish to Company all warranties required by the Contract and Prime Contract. Any failure of Subcontractor to comply with the requirements of this Section shall constitute a breach hereunder.

**4. Non-Conforming Services.** Without limiting any remedies available to Company at law or under the Contract, Company may, following its determination that the Services that do not conform to the Contract, require Subcontractor, at Subcontractor's sole expense, to either repair or replace the non-conforming Services. In the event Company is required to purchase similar services from a third party due to Subcontractor's failure to meet the Contract requirements, Company shall be entitled to set off the costs it incurs in obtaining such alternative services against amounts otherwise owed to Subcontractor.

**5. Insurance.** Subcontractor shall, at its sole cost and expense and at all times during the course of performance under the Contract, and for a period of 12 months following the termination or expiration of the Contract, maintain, in form and substance satisfactory to Company:

5.1. all such worker's compensation or similar insurance as may be required under the laws of any state or jurisdiction where the Services are to be performed under the Contract; and

5.2. comprehensive general liability insurance on a per project basis, including products-completed operations, blanket contractual liability, automobile liability and such other policies as are customary in the case of companies engaged in businesses similar to Subcontractor, in each case naming Company as an additional insured and with a limit of the greater of: (a) an amount at least equal to the amount required by the Owner for each occurrence and in the aggregate, and (b) at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Upon Company's request, Subcontractor shall furnish to Company (i) evidence of the maintenance of all such insurance, and (ii) additional insured endorsements in form and substance satisfactory to Company including, as the context may require, CG2010 11/85 or a combination of the CG2010 10/01 and the CG2037 10/01 or its equivalent, naming Company as an additional insured under the policies. Each of Subcontractor's insurance policies shall be primary to and non-contributing with, any other insurance carried by, or for the benefit of the Company.

**6. Price and Payments.**

6.1. Price. Company shall pay Subcontractor, out of funds received from Owner, for the full and complete performance of the Services the price for the Services set forth in the SOW in accordance with the terms of the Contract.

6.1.1. The price for Services set forth in the SOW includes all taxes of every kind imposed, levied or assessed by any governmental authority and with respect to the Services, including taxes for labor, materials and equipment utilized in connection with the Services and all sales, use, personal property, excise and payroll taxes. Upon request by Company, Subcontractor shall furnish to Company satisfactory evidence of payment of such taxes.

6.2. Payments. Before any payments are made hereunder:

6.2.1. Subcontractor shall submit to Company a schedule of values of the various portions of the Services, including quantities if required by Company, in form and substance reasonably satisfactory to Company, to enable Company to prepare a schedule of values for the entire Contract. Each scheduled item shall include its proportionate share of Subcontractor's overhead and

profit. Subcontractor warrants that the line item amounts in the schedule of values submitted by Subcontractor shall be accurate and truthful;

6.2.2. Subcontractor shall submit completed waivers, releases and sworn statements from Subcontractor and any sub-subcontractors, materialmen and laborers complying with requirements of applicable construction lien laws and such other evidence as may be required by Company or Owner.

6.3. Progress Payments.

6.3.1. Unless otherwise specified on the face of the SOW or in the Prime Contract, on or before the last day of each month, Subcontractor shall submit to Company an itemized progress statement, supported by such data and information as Company may reasonably require, showing the estimated value of the Services completed as of such date, based on the approved schedule of values and on the conditions precedent for payment. Such estimate shall be used in the preparation of Company application for payment to the Owner under the Prime Contract. If Subcontractor does not submit an itemized progress estimate on or before the last day of each month, Company may, at its option, include an estimated amount in its application for payment for the Services, or not include the Services in its application for payment until the following month.

6.3.2. Provided all conditions precedent to payment have been met, Company shall pay Subcontractor within forty-five (45) days of receipt of payment from the Owner an amount equal to the value of the completed Services, less any previous payments, at the discretion of Company a retainage of ten (10%) percent or equal to the amount or percentage in the Prime Contract, and any other amounts withheld by Company pursuant to the terms of the Contract.

6.4. Final Payment. Final payment, consisting of the entire unpaid balance of the price of the Services set forth in the SOW, made by Company to the Subcontractor shall not become due and payable until each of the following conditions for final payment are met:

6.4.1. full completion of the Services;

6.4.2. acceptance of the Service by Company and Owner;

6.4.3. Company's receipt of a final invoice from Subcontractor;

6.4.4. Company's receipt of satisfactory evidence that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Services and that Subcontractor has not filed nor has the right to maintain, a lien against the Owner or Company; and

6.4.5. the return of all Deliverables.

6.5. The final payment shall be made by Company within forty-five (45) days after satisfaction of the conditions precedent for payment. The acceptance of final payment by Subcontractor shall constitute a waiver of claims by Subcontractor, except those identified by the Subcontractor as unsettled in the final application for payment.

6.6. Company shall have the right to withhold payment for incomplete or incorrect work not remedied. In the event of any dispute between Company and Subcontractor, Company shall be obligated to make all payments due to Subcontractor over which there is no good faith dispute and

Subcontractor shall not, if it receives such payments, stop the performing the Services or terminate the Contract.

6.7. No payment made under the Contract, including final payment, shall be construed to be an acceptance of defective or improper workmanship or certificate of waiver of any claims by Company.

6.8. Notwithstanding anything to the contrary contained in the Contract, Subcontractor shall be paid only to the extent that Company has been paid by Owner.

**7. Representations and Warranties.** Subcontractor represents and warrants to Company that:

7.1 It is experienced and qualified to perform the Services and is properly equipped, organized, financed and, if necessary, licensed and/or certified to execute the Services.

7.2 It shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under the Contract.

7.2 It shall, in connection with its performance under the Contract, implement and follow an industry standard safety program and otherwise comply with all applicable workplace safety laws, rules and regulations. Subcontractor shall observe all safety and security rules, instructions and requests of Company and/or the Owner, as the case may be, whenever in Subcontractor's performance hereunder causes Subcontractor to enter upon Company's or such Owner's location.

7.3 Customer will receive good and valid title to the Work Product (as defined below) or any deliverables (collectively, the "Deliverables") delivered in connection with the Services, free and clear of all encumbrances and liens of any kind.

7.4 (i) None of the Services or Company's use thereof infringe or will infringe any registered or issued patent, copyright, trademark, or other intellectual property right of any third party ("Intellectual Property Rights"), and (ii) as of the date the Contract, there are no pending or, to Subcontractor's knowledge, threatened claims, litigation or other proceedings pending against Subcontractor by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) any Company materials or any instruction, information, designs, specifications or other materials provided by Company to Subcontractor, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Subcontractor, if the infringement would have been avoided by the use of the such Deliverables not so combined, and (z) any modifications or changes made to any Deliverables by or on behalf of any person or entity other than Subcontractor.

7.5 The Services will be in conformity in all respects with applicable laws, rules and regulations and all requirements or specifications stated in the Contract.

The warranties set forth in Section 7 are cumulative and in addition to any other warranty provided by law or equity. These warranties survive any acceptance of or payment for the Services by Company. Any applicable statute of limitations runs from the date of Company's discovery of the noncompliance of the Services with the foregoing warranties.

**8. Termination and Default.**

8.1. Termination for Convenience. Company may terminate Contract for its convenience and without cause upon five (5) days written notice to Subcontractor. Upon receipt of such notice of termination, Subcontractor shall terminate all Services under the Contract on the date specified in such notice and shall:

8.1.1. terminate all orders and any sub-subcontracts chargeable to the performance on the Contract, which may be terminated without costs;

8.1.2. terminate and settle, subject to approval of Company, other orders and sub-subcontracts where the costs of settlement will be less than the cost which would be incurred were such orders and sub-subcontracts to be completed;

8.1.3. transfer to Company all materials, supplies, work in process, facilities, equipment, machinery or tools acquired by Subcontractor in connection with Subcontractor's performance of the Services and for which Subcontractor is reimbursed, and Deliverables within (5) five days or as otherwise directed by Company;

8.1.4. if directed by Company in the notice, perform such work as may be necessary to preserve the Services in progress and to protect material, plant and equipment on, or in transit to the site where the Services are being performed. A schedule of such proposed work to protect and preserve the Services, if any, shall be submitted to Company by Subcontractor for approval; and

8.1.5. use reasonable efforts to comply with any exit strategy provided by Company.

8.2. Upon termination of the Contract pursuant to Section 8.1, and upon compliance by Subcontractor with the provisions of Section 8.1, Company shall pay Subcontractor in discharge of all obligations under the Contract, without duplication, only the following, which amount, in the aggregate, shall not exceed the full amount of the Contract:

8.2.1. such portion of the Services completed by Subcontractor;

8.2.2. the cost to Subcontractor of materials which have been delivered to the site where the Services are being performed up to the effective date of termination;

8.2.3. the cost to Subcontractor of materials to be used in performance of the Contract for which bona fide, irrevocable orders have been placed by Subcontractor prior to the effective date of termination and which have not been terminated and settled, provided that such materials are delivered to Company within a reasonable period after the effective date of termination;

8.2.4. the cost to Subcontractor of terminating and settling orders and any sub-subcontracts in accordance with this Section 8.1; and

8.2.5. the cost to Subcontractor of complying with Company's directions relative to the preservation of the work in progress and the protection of materials, plant and equipment on, or in transit to the site where the Services are being performed.

8.3. Default. Upon the happening of any one or more of the following events: (A) Subcontractor fails to deliver the Services at the time specified in the Contract; (B) Subcontractor fails to perform any of the other provisions of the Contract and does not cure such failure within a period of ten

(10) days (or such longer period as Company's Authorized Representative may authorize in writing) after receipt of notice from Company specifying such failure; (C) Subcontractor becomes insolvent or is unable to meet its obligations as they become due; (D) the filing of a voluntary or involuntary petition of bankruptcy by or against Subcontractor; (E) the institution of legal proceedings against Subcontractor by its creditors or stockholders; or (F) the appointment of a receiver for Subcontractor by any court of competent jurisdiction (each such event, a "Default"), Company shall have the right to, in addition to any other remedies available at law or in equity, exercise any one or more of the following remedies:

8.3.1. Require Subcontractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Subcontractor's Default;

8.3.2. Remedy the Default by whatever means Company may deem necessary and appropriate including, but not limited to, correcting, furnishing, performing or otherwise completing the Services, or any part thereof, by itself or through others and deducting the cost thereof from any monies due or to become due to Subcontractor hereunder;

8.3.3. Immediately terminate the Contract without thereby waiving or releasing any rights or remedies against Subcontractor, and by itself or through others take possession of the Services;

8.3.4. Recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees and other expenses suffered or incurred by Company by reason of or as a result of Subcontractor's Default.

8.4. The acceptance of Services after the occurrence of any Default shall not affect the right of Company to cancel its additional obligations. If, after notice of Default under this Section, it is determined that Subcontractor was not in default, work affected by the cancellation shall be deemed terminated pursuant to Section 8.1 above and the right and obligations of the parties shall be governed by such provisions.

8.5. Termination of Prime Contract. In the event that the Owner terminates an agreement incorporated into the Prime Contract, for whatever reason, then Company shall also have the right to terminate the Contract. In the event of such termination, Company shall only be required to pay Subcontractor the amount that Company receives from the Owner with regard to the Contract and attributable to the Services.

## **9. Company's Property and Cleanup.**

9.1. Materials. Subcontractor shall be responsible for all unloading, moving, lifting, protection, securing and dispensing of its materials and equipment at the site where Services are being performed. Subcontractor agrees that the Company's equipment and operators of such equipment will be available to Subcontractor only at the Company's discretion and only on the basis of established rates for charges therefore.

9.2. Documents. Any drawings and/or specifications developed by Subcontractor as the work product (collectively, "Work Product") under the Contract shall become the sole property of Company free and clear of any retention rights of Subcontractor whether the Services for which they are made is developed or not. Work Product may not be used by Subcontractor for other contractors and/or developers.



9.3. **Cleanup.** Subcontractor shall perform the Services as required so that the site where the Services are being performed shall be neat, orderly and free from debris at all times. Upon termination or completion of the Services, Subcontractor agrees to remove all unused materials and all equipment, utilities and facilities furnished by Subcontractor, to clean up all refuse and debris, and to leave the premises clean, orderly and in good condition. Upon twenty-four (24) hours written notice of failure to comply with these provisions, Company may elect to perform such cleanup of the Subcontractor's refuse, debris, etc., as Company reasonably deems necessary and the cost of the same will be charged to Subcontractor plus 15% for overhead.

## **10. Confidentiality.**

10.1. All non-public, confidential or proprietary information of Company, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed or made available by Company to Subcontractor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and the Contract is confidential, and shall not be disclosed or copied by Subcontractor without the prior written consent of Company. Confidential Information does not include information that is (A) in the public domain; (B) known to Subcontractor at the time of disclosure; or (C) rightfully obtained by Subcontractor on a non-confidential basis from a third party.

10.2. Subcontractor shall use the Confidential Information only for the purpose of providing Services under the Contract.

10.3. Company shall be entitled to injunctive relief for any violation of this Section.

**11. Indemnification.** Subcontractor will indemnify, defend, and hold harmless Company, its agents and employees against third-party claims, liens, or demands for injury or death to persons, property damage, economic loss, and any resulting damages, losses, costs, and expenses (including reasonable legal fees), regardless of whether the claim or demand arises under tort, contract, strict liability, or other legal theories, if and to the extent caused by Subcontractor's or its agents' (A) performance of the Services, (B) breach of any provision of the Contract, (C) infringement of any third party intellectual property rights, (D) violation of applicable law, or (E) failure to timely pay any third-parties.

**12. Set-Off.** In addition to any right of set off provided by law, all amounts due to Subcontractor under the Contract shall be considered net of indebtedness, including any amounts owed by Subcontractor under Section 11 hereof, of Subcontractor to Company, and Buyer may deduct any such indebtedness due or to become due from Subcontractor to Buyer from such amounts due to Subcontractor pursuant to the Contract or any other contract between Company and Subcontractor.

**13. Force Majeure.** A delay or failure by either party to perform its obligations under the Contract will be excused, and will not constitute a default, only if (A) caused by an event or occurrence beyond the reasonable control of that party and without its fault or negligence, including a labor dispute, and (B) the party unable to perform gives notice of the non-performance (including its anticipated duration) to the other party promptly after becoming aware that it has occurred or is reasonably likely to occur, followed by prompt notices of any material changes in the facts relative to its ability to perform and/or the anticipated duration of the non-performance. Subcontractor and Company shall share information, confer, seek agreement and otherwise act cooperatively to avoid or mitigate the effects of the potential or actual excused non-performance. If Subcontractor is unable to perform for any reason,

Company may purchase Services from other sources and reduce its purchases from Subcontractor accordingly without liability to Subcontractor. Within three (3) business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance exceeds thirty (30) days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

#### **14. Governing Law and Dispute Resolution.**

14.1 Subcontractor agrees and warrants that it does not discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position.

14.2 Subcontractor agrees and warrants that its name does not name appear in the current register of employers failing to correct an unfair labor practice compiled under Michigan Compiled Law 423.322, as compiled by The United States Labor Relations Board.

14.3 The Contract shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the conflict of laws principles thereof. Any lawsuit arising directly or indirectly out of the Contract will be litigated in the Circuit Court for Wayne County, Michigan, or, if original jurisdiction can be established, in the United States District Court for the Eastern District of Michigan. Subcontractor acknowledges and agrees that, in the event of any breach of the Contract, Company may be irreparably and immediately harmed and that money damages alone may not be a sufficient remedy for such breach. Accordingly, it is agreed that, in addition to any other remedy to which Company may be entitled at law, in equity or otherwise, Company shall be entitled to seek injunctive or other equitable relief (without the posting of any bond) to prevent any actual or threatened breach of the Contract and to compel specific performance of the Contract, and that Subcontractor will not oppose the granting of such relief.

14.4 The relationship between Company and Subcontractor is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.5 If any term or provision of the Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.6 The Contract may only be amended or modified in a writing that specifically states that it amends the Contract and is signed by an authorized representative of each party.

14.7 Provisions of these Terms and Conditions, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract including, but not limited to, Section 1.3, Section 5, Section 7, Section 9, Section 10, Section 11, Section 12, and Section 14 of these Terms and Conditions.

[END OF TERMS AND CONDITIONS]

