



SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS

Lawson Electric Company, Inc.'s Services Agreement Standard Terms and Conditions ("Terms and Conditions") are intended to be fully incorporated by reference into the Services Agreement or Work Order Agreement. In the event of any conflict between these Terms and Conditions and the Services Agreement or Work Order Agreement, the provisions in the Services Agreement or Work Order Agreement shall govern and control. Any capitalized term not defined herein shall have the definition provided in the Services Agreement or Work Order Agreement.

1. **Representations.** Customer represents that it has carefully examined these Terms and Conditions and the Services Agreement or Work Order Agreement, whichever is applicable, and is familiar with the terms, conditions and obligations therein.

2. **Payments and Billing for Services.** Unless otherwise provided in the Services Agreement or Work Order Agreement, all payments are due and shall be paid to Lawson upon the Services being provided. All payments shall be made by credit card, debit card or a check made payable to Lawson Electric Company, Inc. In the event payment is returned for insufficient funds, Customer shall immediately make payment to Lawson and include all fees incurred by Lawson as a result to the returned payment. Customer will be billed for materials and all time spent performing the Services, including travel time to and from the jobsite and for picking up materials and equipment.

3. **Schedule.** The schedule for any Services to be performed by Lawson shall be as set forth in the Services Agreement or Work Order Agreement.

4. **Changes.** Changes to the Services, including but not limited to modification of scope or schedule, shall be requested by Customer in writing. In the event of a Change, Lawson shall adjust the contract sum and/or time by way of a written Change Order to the Services Agreement or Work Order Agreement, as applicable. Changes in the scope of the Services shall be agreed to in writing by the Parties using a change order form provided by Lawson.

5. **Tariffs and Trade Embargos.** In the event of a change in applicable law, the implementation or proposed implementation of new tariffs or trade embargos, or other similar events that increase the cost or decrease the availability of materials or equipment required to complete the Services (the "Enactments"), and such occurrence could not have been reasonably foreseen at the time the estimate was prepared and the contract pricing was established, the parties hereby agree to negotiate, in good faith, and execute a Change Order providing for an appropriate extension of time to complete the Services and adjustment to the contract price to reflect the increase in the costs resulting from the Enactments. In the event the parties are not able to agree on the terms for the Change Order, the parties hereby agree to participate in mediation, and thereafter, arbitration, as contemplated in the dispute resolution provision provided herein.

6. **Indemnity and Hold Harmless.** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LAWSON AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND PERMITTED ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTY") AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR, EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, AND ALL COSTS OF ENFORCEMENT, INSURANCE RECOVERY AND RELATED COSTS, INCURRED BY INDEMNIFIED PARTY RELATING TO, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY IN CONNECTION WITH THE SERVICES DUE TO CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THE SERVICES AGREEMENT, THE WORK ORDER AGREEMENT, OR THESE TERMS AND CONDITIONS.

7. **Insurance.** Unless otherwise stated in the Services Agreement or Work Order Agreement, as applicable, Lawson shall maintain minimum insurance coverage as follows: Commercial General Liability (CGL) Insurance with a per occurrence limit of not less than \$1,000,000 and a general aggregate limit of not less than \$2,000,000, with Customer being listed as an additional insured.

8. **Warranty.** Unless otherwise provided in the Services Agreement or Work Order Agreement, Lawson agrees to warrant and guarantee the Services, including all labor and materials covered by the Services for a period of one (1) year from the date the Services are completed. All warranties provided herein shall be expressly contingent on Customer making full and timely payment to Lawson upon providing the Services. All warranty requests must be made in writing to Lawson. All manufacturer warranties will be assigned to Customer, to the extent they are assignable, and Customer shall look solely to the manufacturer to replace, repair and install the products subject to the manufacturer warranties.

9. **Notices.** Any notice, where required or permitted by the terms of the Services, shall be in writing and may be served by personal delivery, by e-mail, by mail or any standard form of communication. Personal delivery and e-mail is complete when the notice is delivered to Customer

or its representative at the project or at the office address or e-mail address of Customer appearing in the Services Agreement or Work Order Agreement.

10. **Termination; Suspension.** Lawson may terminate or suspend the Services, for convenience or with cause, in whole or in part immediately upon written notice to Customer. Lawson shall be compensated for the cost of work performed and equipment or materials furnished, as of the date of termination. Customer shall in no event be entitled to any compensation for costs arising from Lawson's termination of the Services Agreement or the Work Order Agreement.

11. **Independent Contractor.** Neither the Services Agreement, nor the Work Order Agreement shall render Lawson an employee, partner, or joint venture with the Customer for any purpose. Lawson is and will remain an independent contractor in its relationship to the Customer. Lawson shall be solely responsible for the methods and means by which the Services are performed. Lawson may assign or delegate any portion of the Services required to be performed under the Services Agreement and the Work Order Agreement to any subcontractor of Lawson.

12. **Dispute Resolution Procedures.** The following dispute resolution procedures shall govern any dispute between Customer and Lawson with regard to the Services:

- (a) **Claims.** A "Claim" includes any demand, assertion, request or other claim made with respect to any matter arising out of or relating in any way to the Services Agreement, the Work Order Agreement, or the Services. The responsibility to substantiate Claims shall rest with the Party making the Claim.
- (b) **Informal Meeting(s).** A Party making a Claim must provide to the other Party prompt written notice specifying the existence and nature of any Claim. Within ten (10) days of receipt of such notice, the Parties shall endeavor to meet and attempt to resolve such Claim through informal discussions between both Parties' authorized representatives.
- (c) **Mediation.** If the Claim is not resolved by informal discussions, the Parties shall submit the Claim to binding mediation, unless the Parties mutually agree in writing to bypass mediation and proceed directly to arbitration. The Parties will endeavor to mutually agree on an independent, private mediator. Only if the Parties are unable to agree on an independent, private mediator, the Parties shall submit the Claim to the American Arbitration Association ("AAA") for mediation administered in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules") then in effect. All fees and expenses of the mediator shall be shared equally by the Parties (unless allocated differently at mediation), and each Party shall submit to the mediator such information or position papers as the mediator may request to assist in resolving the Claim.
- (d) **Arbitration.** Notwithstanding any other provision herein to the contrary, if the Parties are not able to settle or resolve a Claim within one hundred twenty (120) days after the informal discussions and mediation was unsuccessful, then the Claim may be submitted to binding arbitration, in accordance with these dispute resolution procedures. The Parties will endeavor to mutually agree on an independent, private arbitrator. Only if the Parties are unable to agree on an independent, private arbitrator, the Parties shall submit the Claim to the AAA for arbitration administered in accordance with the Construction Industry Arbitration Rules. If the Parties mutually agree on an independent, private arbitrator, the AAA Rules will apply to any arbitration hereunder, except that Rules R-1 through R-7, R-14 through R-18, and R-55 shall not be applied, and all other references to the AAA shall be deemed to be deleted from the remaining AAA Rules.
- (e) **Arbitration Proceedings.** These dispute resolution procedures, including their enforceability, shall be governed by the laws of the State of Tennessee. The arbitration shall be conducted in Hamilton County, Tennessee.
- (f) **Arbitration Fees and Expenses.** In any arbitration or action at law or in equity to enforce the Services Agreement, Work Order Agreement, these Terms and Conditions, or the rights of the parties thereunder, the prevailing party in such arbitration or action shall be entitled to its reasonable attorneys' fees in addition to any other damages and remedies. The failure by one Party to pay its share of arbitration fees and expenses shall constitute a waiver of such Party's Claim or defense in the arbitration.
- (g) **Confidentiality.** All arbitration proceedings and other information and matters relating to the arbitration shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction; provided that any such disclosure shall be limited to the extent necessary to accomplish such enforcement of the award, and either Party may seek a protective order in connection therewith. The Parties agree to maintain such confidentiality.
- (h) **Statute of Limitations.** In no event shall a demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by statutes of limitations or repose in accordance with applicable law.

- (i) **Waiver of Jury Trial.** THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THE PARTIES, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE SERVICES AGREEMENT, THE WORK ORDER AGREEMENT, THE PROJECT, OR THESE TERMS AND CONDITIONS.

13. **Force Majeure.** Lawson shall not be liable to Customer for any consequences beyond Lawson's control, including but not limited to, transportation delays or the inability to obtain goods or materials from Lawson's suppliers; casualty, floods, pandemics, and other acts of God; strikes or other labor disputes; government regulations; sabotage; and accidents. During the period of delay, Lawson will be excused from the performance of Services and may allocate available products in a fair and reasonable manner among all customers as Lawson determines.

14. **Governing Law, Venue & Attorneys' Fees.** The Services Agreement, the Work Order Agreement, these Terms and Conditions, and the performance of all the obligations set forth therein shall be governed, construed, and enforced by the laws of the State of Tennessee and shall be performable and venue shall lie in state or federal court in Hamilton County, Tennessee. In any arbitration or action at law or in equity to enforce the Services Agreement, the Work Order Agreement, these Terms and Conditions, or the rights of the parties under the Services Agreement, the Work Order Agreement, or these Terms and Conditions, the prevailing party in such arbitration or action shall be entitled to its reasonable attorneys' fees in addition to any other damages and remedies provided in the Services Agreement, the Work Order Agreement, or these Terms and Conditions.

15. **Severability.** If any provision of the Services Agreement, the Work Order Agreement, these Terms and Conditions, or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of the Services Agreement, the Work Order Agreement, these Terms and Conditions and the application of such provisions which are not invalid to persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

16. **Authorization.** Lawson and Customer respectively represent and warrant that each is authorized and empowered to enter into the Services Agreement or the Work Order Agreement, as applicable, without the consent of any other party.