

**GARCIA SURVEYORS, INC.**  
**TERMS AND CONDITIONS**

1. Definitions. As used in these Terms and Conditions, “Company” means Garcia Surveyors, Inc.; “Customer” means the party to whom Company has provided a written quotation or proposal or from whom Company has received a written purchase order for services to be provided by Company to Customer; and “Services” means those services which are set forth on the applicable quotation, proposal, or acknowledged purchase order.
2. Services. Company will perform only those Services as and when specifically set forth on the applicable quotation, proposal, or acknowledged purchase order. Any additional services or changes to the Services may be subject to additional charges. No changes will be made to the Services except by a written change order or amendment to the applicable quotation, proposal, or purchase order signed by Company and Customer. Customer acknowledges that (a) the scope of the Services and the pricing for the Services are based on project specifications provided by Customer to the Company, and (b) if such project specifications change or Company encounters conditions not contemplated by the project specifications, the scope of the Services and pricing for the Services may change.
3. Pricing; Payment Terms. Customer shall pay Company in the manner set forth in the Proposal. If the Proposal does not include payment terms, Customer shall pay Company within 30 days after the date of Company’s invoice. The cost breakdown for each Service is for the Customer’s convenience only. Company may adjust the amounts allocated between Services as the work progresses so long as the total compensation amount for the project is not exceeded. The selection of Services will provide a total lump sum contract amount, unless Customer and Company agree in writing that the Services will be performed on a time & materials basis. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the project. Compensation will be equitably adjusted for delays or extensions of time beyond the control of Company. Customer shall pay a monthly late charge equal to 1.5% of the past due balance, not to exceed the maximum lawful interest rate, for invoices that are not paid within 30 days of issuance.
4. Taxes. Customer will be responsible for all sales, use, and similar taxes (excluding taxes based on or measured by the net income, net worth or gross receipts of Company) imposed as a result of the sale of the Services.
5. Standard of Care; Limitations. Company will perform the Services using that degree of care and skill ordinarily exercised under similar conditions by members of the same profession practicing the same or similar locality at the time of service. Company does not make any other warranty, expressed or implied, with respect to the Services. Company’s liability to Customer with respect to any matter arising directly or indirectly from its performance of the Services shall be limited to the total compensation paid by Customer to Company for the Services. If any Services fail to conform to the above warranties, Company, at Company’s option and as Customer’s exclusive remedy, will re-perform all Services necessary to correct any such nonconformity at Seller’s cost, provided that Customer provides prompt written notice to Company of such nonconformity. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE HEREIN, UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY CLAIMING THROUGH PURCHASER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGE WHATSOEVER REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED INCLUDING, WITHOUT LIMITATION, CONTRACT, WARRANTY OR TORT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL SELLER BE LIABLE TO PURCHASER FOR LOST PROFITS OR LOST SAVINGS.
6. Environmental Matters. Customer represents and warrants to Company that Customer has disclosed to Company all potential hazardous materials or conditions that may be encountered with respect to the Services. If unknown hazardous materials or conditions are encountered, Company shall be entitled to additional compensation for necessary actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. Customer shall indemnify, defend, and hold

harmless Company from any claim, action, damages, loss, or liability relating to hazardous materials or conditions encountered with respect to the Services.

7. Termination. Customer may terminate Company's provision of Services at any time prior to completion of the Services upon 10 days prior written notice to Company. Upon such termination, Customer shall pay Company for all Services performed by Company through the date of termination, including Company's cost of any materials and labor (a) incorporated into work in process or (b) on hand or on order which Company may not cancel. Company may terminate its provision of Services upon 10 days prior written notice to Customer if (x) Company encounters hazardous materials or conditions not disclosed by Customer prior to the date of the applicable quotation, proposal, or purchase order, (y) Customer fails to timely pay in full any invoice for the Services, or (z) Customer is otherwise in material breach of these Terms and Conditions.
8. Seller Remedies. In the event of Customer's default, Company shall be entitled to set off against the price any sums owed by Company to Customer, and Customer shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by Company in enforcing its right to payment.
9. Force Majeure. Any non-performance or delay in performance of any obligation of Company will be excused to the extent such failure or non-performance is caused by "Force Majeure." "Force Majeure" means any cause preventing performance of an obligation which is beyond Company's reasonable control and which, by the exercise of due diligence, could not be overcome, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, accident, riot, acts of a governmental authority, and acts of God.
10. Entire Agreement; Amendment. These Terms and Conditions and Company's associated quotation or proposal constitute the entire agreement between Customer and Company with respect to the Services and replaces all prior written or oral agreements and understandings. No other terms or conditions including, without limitation, Customer's standard printed terms and conditions or any form documents of Customer, will have any application to any purchase between Company and Customer unless specifically accepted in writing by Company. These Terms and Conditions may only be amended by a written agreement signed by Company and Customer. Any attempts to alter these Terms and Conditions with purchase orders, acknowledgements, or other similar documentation shall be void.
11. Severability. If any provision of these Terms and Conditions is adjudicated to be invalid or unenforceable, such provision shall be deemed amended the minimum amount necessary to permit its enforcement.
12. Assignment; No Third Party Beneficiaries. Customer may not assign its rights, interests, or obligations with respect to the applicable quotation, proposal, or purchase order to any third party without the prior written consent of Company. The parties do not intend to confer any rights or remedies to any person other than Company and Customer.
13. Notices. All notices under these Terms and Conditions must be in writing and sent to the contact person and address designated by such party. Notices may be sent by ordinary or certified mail, overnight delivery, facsimile, or electronic mail.
14. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Ohio. Company and Customer irrevocably and unconditionally: (a) agree that any suit, action or legal proceeding arising out of or relating to the Services shall be brought in the courts of record in the State of Ohio in Lucas County or the District Court of the United States having jurisdiction over said county, and appellate courts from any thereof; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.