300K 16 FAGE 997

1. The Casignee of this purchase order shall be herein known as the Subcontractor. The Casigner of this purchase order shall be hereinafter known and referred to as the General Contractor.

22. The Subcontractor shall furnish all necessary materials, labor, scalfolding, equipment, insurance, taxes, or anything else required for the installation of all the work specified. All material supplied, and work performed must be in strict accordance with the Architect's plans and specifications, and shall be subject to the approval of the Architect and Owner.

3. If the work performed or material delivered does not meet the approval of the Architect, Owner, and Superintendent, the Subcontractor shall make any corrections as directed by the Architect and no additional compensation shall be due the Subcontractor for the correction.

4. If the Subcontractor damages any work or material of the General Contractor or another Subcontractor, he shall be responsible for said damage, and shall pay the General Contractor the actual cost to replace said material and labor, at the time determined by the General Contractor.

5. Insurance supplied by the Subcontractor shall include Standard Workmen's Compensation on all employees of the Subcontractor. The Subcontractor shall carry bodily injury liability insurance with a minimum of \$100,000.00 each person, \$300,000.00 each accident and property damage liability with a minimum of \$50,000.00 each occident, \$100,000.00 eggregate operations. The Subcontractor shall supply duplicate insurance certificates to the General Contractor before any work is performed. The Subcontractor shall not be entitled to any payment under this contract if insurance certificates have not been supplied to the General Contractor, except if the Subcontractor has completed his contract the General Contractor may pay the Subcontractor and deduct the cost of the insurance. The cost of insurance will be computed at the General Contractor's rate multiplied by the amount of this contract.

6. The Subcontractor shall supply well qualified and experienced workmen in the performance of his work on the job. If the Subcontractor refuses to supply the proper materials, labor, equipment, etc., as requested by the General Contractor, the latter shall have the right after twenty-four hours notice to supply any material, labor, equipment, etc., necessary for the performance of the Subcontractor's work. The General Contractor, for the supplying of said materials and performing of said work, shall deduct the cost of same from any xoney due or hereinafter due the Subcontractor. If cost of supplying material, labor, equipment, etc., by the General Contractor exceeds the money due or hereinafter due the Subcontractor, the Subcontractor the amount the General Contractor's cost exceeds the amount due or hereinafter due the Subcontractor. If this contract is terminated for any of the phase reasons, the Subcontractor shall have claim only for direct cost which pertains to acceptable work in place less any increased costs as above.

7. The Subconfractor shall clean his work on completion of <u>each building</u> as shown on plans and prescribed in the specifications. He shall remove debris due to his work from the premises, leaving the building and ground premises in a clean and orderly condition. No debris can be placed at the stair landing/slab area by subcontractor.

8. The Subcontractor's shall schedule performance of his work as directed by the General Contractor's superintendent. If any of the Subcontractor's workmen does not perform his job satisfactorily, does not cooperate with the other workmen on the job, or does enything to hinder the progress of the job, the General Contractor's superintendent may notify the Subcontractor and the Subcontractor shall remove the workman from the job and supply other workmen or be considered in default of this contract and be liable for any costs as set forth in paragraph 6.

9. The Subcontractor shall make no extra charges to the General Contractor unless they are agreed to in writing and signed by two (2) officers of the corporation, in which event the charge will be specified in detail and the increase or decrease to the contract price specified.

10. The Subcontractor shall supply all shop drawings, samples of materials, schedules, etc., far any work as detailed in the plans and specifications and as set forth in this agreement, for approval prior to delivery, fabrication, and installation.

11. The Subcontractor shall not assign any part of this contract to a bank, factoring institutions; lending institutions or any other party nor contract the job as a whale/or part to any other party without written notice to and prior written consent of the General Contractor/Owner. All plans and specifications are to be returned to our office within two weeks after completion of your partion of the work. Failure to do so will result in a backcharge against your account.

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