**DEFINITIONS**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be referred to as the “Company”
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be referred to as the “Owner”.
3. “Contract Price” refers to the price set forth in the attached Proposal/Purchase Order dated \_\_\_\_\_\_\_\_\_

**ASSUMPTIONS**.

1. The attached Proposal/Purchase Order may be subject to a fully executed contract that may supplement the terms and conditions set forth in these general terms and conditions.
2. The Contract Price makes the following critical assumptions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. The Contract Price assumes access to the property between the hours of \_\_\_\_ through \_\_\_\_ Monday through Friday.
4. The Contract Price assumes the following representations from Owner, if any: \_\_\_\_\_\_\_\_\_\_\_\_
5. The Contract Price excludes the following: \_\_\_\_\_\_\_\_\_\_\_\_
6. The Contract Price is based on review of the following documents and only includes the work : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. Contract Price includes construction permits and filing fees as required.

**EXCLUSIONS**

1. The Contract Price does not include any items of work that are not reasonably foreseeable in completing the contracted for work including but not limited to (a) latent conditions that exist at the subject premises (b) additional work resulting from changed conditions or conditions that substantially deviate from those assumed conditions in the initial proposal (c) conditions not readily apparent or reasonably discoverable upon the initial inspection (d) conditions that are only know by Owner or Owners’ Agents that have not been disclosed prior to executing this purchase order (e) conditions that may exist behind walls, below floors and above ceilings.

**LIMITED LIABILITY.**

1. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY PURSUANT TO THE ATTACHED PURCHASE ORDER/PROPOSAL.

**DISPUTE RESOLUTION**

1. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of New York (without respect to principles of conflicts of law), and the Parties hereby submit to the jurisdiction of and venue in the State of New York in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.
2. In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs, including all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.
3. Any controversy or claim arising out of or relating to this contract that exceeds the , or the breach thereof, shall be settled by final binding arbitration administered before a single arbitrator by the American Arbitration Association (AAA), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Accepted:

Owner

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_