



PERI Formwork Systems, Inc.
7135 Dorsey Run Road, Elkridge, MD 21075 -USA - www.peri-usa.com

Formwork Proposal and Contract

For the:

Casino Tower Project

Prepared For:

Sundt Corp

**2620 S 55Th Street
TEMPE,AZ 85282**

Pos. 1. WALLS

Pos. 1.1. PERI Trio Wall Formwork - Shear Walls

Offered System: **PERI TRIO Multi-Purpose Formwork**

Area of Application Shear Walls
Wall Height 13' 2" and 13' 4"
Wall Thickness
Design Pour Pressure 1050 psf

Panel Height:

Inclusions:

- TRIO Panels faced with FinPly Plywood, film coated with 220 gr/m²
- BFD Alignment Couplers
- TAR Compensation Walers
- Push-Pull Props and Kickers for Windbracing
- TRIO Lifting Hook
- 1 Level of TRG80 Scaffold Brackets (1 side)
- PERI Taper Ties (1050psf).

Exclusions:

- Infill Lumber and Plywood
- Bulkheads
- Planking and Handrails
- PVC Tie Hole Plugs
- Boxouts, Formsavers and Fillers
- Spreader Beam
- Packaging (Pallets and Crates)

Rental duration 1 month (28cal.days)

Unit Price

Rental per 28 days \$1.40 / (sq.ft. x month)

Pos. 1.2. PERI Maximo Wall Formwork w/ SW Bracket - Shear Walls

Offered System: **PERI MAXIMO Formwork**

Area of Application Shear Walls
 Wall Height 13' 4" and 13' 2"
 Wall Thickness
 Design Pour Pressure 1050 psf

Panel Height: 13'-10" (270+120+30)

Inclusions:

- MAXIMO Panels faced with FinPly Plywood, film coated with 220 gr/m²
- BFD Alignment Couplers
- TAR Compensation Walers
- MX18 12"-16" Tie System
- Push-Pull Props and Kickers for Windbracing
- Scaffold Bracket TRG8
- Shear Wall Brackets

Exclusions:

- Infill Lumber and Plywood
- Bulkheads
- Planking and Handrails
- MAXIMO Lifting Gear
- Boxouts, Formsavers and Fillers
- Spreader Beam
- MAXIMO Filler Panels
- Packaging (Pallets and Crates)

Rental duration 1 month (28cal.days)

Unit Price

Rental per 28 days \$1.85 / (sq.ft. x month)

Pos. 2. COLUMNS

Pos. 2.1. PERI Quattro Column Formwork- 1st Level

Offered System: **PERI QUATTRO** Column Formwork

Area of Application 1st Level

Column Cross-Section 24/24

Column Height

Design Pour Pressure 1,650 psf

Inclusions:

- Column Panels
- Connecting Hardware
- Crane Hooks
- Push-Pull Props and Kickers for Windbracing and Plumbing
- Chamfer Strips (reusable purchase item)

Exclusions:

- Packaging (Pallets and Crates)
- *Concreting Platform (\$70.73/ 28 day rental)*
- Access Ladder
- Castor Wheels

Rental duration 1 month (28cal.days)

Unit Price

Rental per 28 days \$508.70 / pc

Reusable sale items \$64.00 / pc

Pos. 2.2. PERI Quattro Column Formwork - Typical Levels

Offered System: **PERI QUATTRO Column Formwork**

Area of Application Typical Level
Column Cross-Section 24/24
Column Height
Design Pour Pressure 1,650 psf

Inclusions:

- Column Panels
- Connecting Hardware
- Crane Hooks
- Push-Pull Props and Kickers for Windbracing and Plumbing
- Chamfer Strips (reusable purchase item)

Exclusions:

- Packaging (Pallets and Crates)
- *Concreting Platform (\$70.73/ 28 day rental)*
- Access Ladder
- Castor Wheels

Rental duration 1 month (28cal.days)

Unit Price

Rental per 28 days	\$394.56 / pc
Reusable sale items	\$53.00 / pc

Pos. 3. DECKS

Pos. 3.1. PERI Gridflex Shoring - 2nd Floor (OPTION 1)

Offered System: **PERI GRIDFLEX Aluminum Slab Shoring System**

Area of Application 2nd Floor
 Slab Thickness 8" and 10"
 Clear Story Height 13' 2" and 13' 4"

Inclusions:

- GRIDFLEX Standard Elements
- GFH Propheads
- GFH Wall Holders
- Pallets for Storage and Transportation
- Drawings detailing the proper use of PERI's Systems
- PEP ERGO B 350 Props w/MP50 base

Exclusions:

- Post Shores for untypical shore heights, unless specifically called out within the proposal
- Plywood
- Additional shoring for infill areas
- Reshoring / Backshoring unless shown in the inclusions
- Safety Nets / Weather protections
- Planking, handrails or ladders
- Edge Forms
- Mudsill or Mudsill designs
- PEP props for Reshoring / Backshoring

Note:

Due to the numerous factors beyond PERI's control, the number of floors of Reshores / Backshores actually required for construction is to be determined by the contractor

Rental duration 1 month (28cal.days)

	Unit Price
Rental per 28 days	\$0.89 / (sq.ft. x month)
18MM 4X8 RU BIRCH 220GR	1,150 PC \$50.00 / PC

Pos. 3.2. PERI Gridflex Shoring - Typical Floor (OPTION 1)

Offered System: **PERI GRIDFLEX Aluminum Slab Shoring System**

Area of Application	Typical Floor
Slab Thickness	8" and 10"
Clear Story Height	9' 2" and 9' 4"

Inclusions:

- GRIDFLEX Standard Elements
- GFH Propheads
- GFH Wall Holders
- Pallets for Storage and Transportation
- Drawings detailing the proper use of PERI's Systems
- PEP ERGO B 350 Props

Exclusions:

- Post Shores for untypical shore heights, unless specifically called out within the proposal
- Plywood
- Additional shoring for infill areas
- Reshoring / Backshoring unless shown in the inclusions
- Safety Nets / Weather protections
- Planking, handrails or ladders
- Edge Forms
- Mudsill or Mudsill designs
- PEP props for Reshoring / Backshoring

Note:

Due to the numerous factors beyond PERI's control, the number of floors of Reshores / Backshores actually required for construction is to be determined by the contractor

Rental duration 1 month (28cal.days)

Unit Price

Rental per 28 days \$0.70 / (sq.ft. x month)

Pos. 3.3. PERI Skytable Truss Shoring - 2nd Floor (OPTION 2)

Offered System: **PERI SKYTABLE**

Area of Application	Decks
Slab Thickness	8" and 10"
Clear Story Height	13' 4" Max
Table Length	Varies, 53' 7" Max
Table Width	Varies, 12'-0" Max
Quantity	Approx. 50 Tables for 35,000 SF

Inclusions:

- GT 24 girder joists
- SKYTABLE steel trusses, diagonal, quick release, etc.
- Drawings detailing proper use of PERI's Systems
- Infill Shoring and hinged table wings
- MP350 Props with MP50 Base and MRK Frames
- Handrails on both ends of table

Exclusions:

- Reshores (PEP20-500's @ \$4.94/prop per 28 days)
- Plywood and screws
- Mudsills and mudsill design
- Lifting, rigging and moving accessories
- Safety Nets / Weather protections
- Planking, additional timber for handrails or ladders
- Assembly and disassembly
- Packaging (Pallets and Crates)

Note:

Due to the numerous factors beyond PERI's control, the number of floors of Reshores / Backshores actually required for construction is to be determined by the contractor.

Rental duration 1 month (28cal.days)

	Unit Price
Rental per 28 days	\$0.97 / SF

Pos. 3.4. PERI Skytable Truss Shoring - Typical Floor (OPTION 2)

Offered System: **PERI SKYTABLE**

Area of Application	Decks
Slab Thickness	12"
Clear Story Height	9'-0"
Table Length	Varies, 53' 7" Max
Table Width	Varies, 12'-0" Max
Quantity	Approx. 50 Tables for 35,000 SF

Inclusions:

- GT 24 girder joists
- SKYTABLE steel trusses, diagonal, quick release, etc.
- Drawings detailing proper use of PERI's Systems
- Infill Shoring and hinged table wings
- MP350 Props and MRK Frames
- Handrails on both ends of table
- Plywood

Exclusions:

- Screws
- Mudsills and mudsill design
- Lifting, rigging and moving accessories
- Safety Nets / Weather protections
- Planking, additional timber for handrails or ladders
- Assembly and disassembly
- Packaging (Pallets and Crates)

Note:

Due to the numerous factors beyond PERI's control, the number of floors of Reshores / Backshores actually required for construction is to be determined by the contractor.

Rental duration 1 month (28cal.days)

	Unit Price
Rental per 28 days	\$0.93 / SF
18MM x4x8 PERI POPLAR 120 PSF	\$33.00 / SH

Proposal Parameters and Limitations

A. Pricing Parameter

This proposal is based on the PERI price list from 1/2017.

This proposal is based on structural drawings, issue date 6/12/2017 and architectural drawings, issue date 6/12/2017.

Pricing is valid for 60 days from issue date of proposal.

PERI standard terms and conditions apply.

B. Pricing Model

This is a unit price proposal. Please note that the prices and/or durations shown are for comparison purposes only. Invoices will be based on the quantity of equipment actually shipped at the unit rate(s) shown for the actual rental duration.

C. Additional Equipment

Rental of additional formwork shall be at the agreed upon unit price per 28 days, provided that the value of accessory components is in the same proportion to panel or form area as in the initial equipment package provided. Rental of additional accessory components will be invoiced separately at 2.5% of list price per 28 days.

D. Return of Equipment

Accessory components (ties, braces, clamps, walers, walkway brackets, brackets, main beams, post shores, heads, ledger frames, etc.) shall be returned complete with formwork panels and/or all other main system components. Accessories not returned in proportion to formwork area will be invoiced on a prorated basis calculated using list price of the outstanding equipment divided by the total list price of the equipment delivered multiplied by the unit rental price.

E. Rental Start

The rental shall commence upon shipment from the PERI's Fontana, CA warehouse.

F. Rental Stop

The rental shall cease upon receipt of equipment at PERI's Fontana, CA warehouse.

I. Technical Design and Drawings

Pricing includes complete formwork drawings detailing the proper use of PERI systems. PERI design service does not include review and/or stamped drawings and/or calculations by a Professional Engineer. PERI can recommend an independent third party Professional Engineer that is familiar with PERI formwork and shoring systems. That Professional Engineer is not a subcontractor or agent of PERI and PERI has no liability for such service.

J. Site Service

Upon request, PERI will provide a qualified onsite technician at an additional cost.

Onsite assistance will be billed at a rate of One Hundred Dollars (\$100.00) per hour, plus travel, food and lodging expenses. Technical assistance does not include pre-pour inspection of the installed PERI equipment which is your sole responsibility.

L. Transportation / Freight

Freight is FOB PERI's Fontana, CA warehouse. Inbound and Return freight will be paid by contractor.

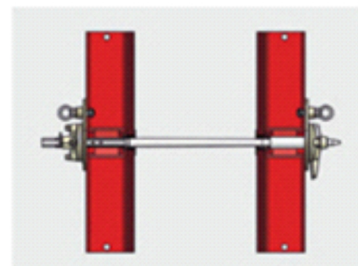
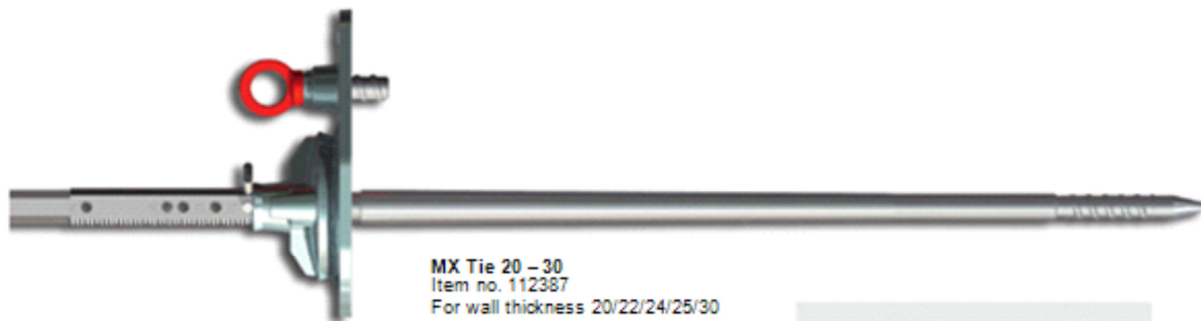
Product Description

MAXIMO Formwork

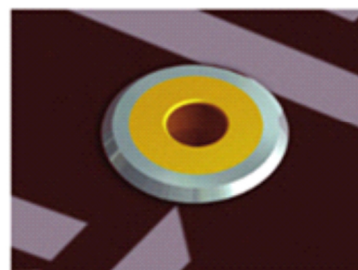
This Independent formwork system is fully compatible to Trio and fulfills the highest requirements regarding cost effectiveness and achievable quality of workmanship.

With MAXIMO, the tie points are systematized, i.e. all panel sizes are centrally arranged and each position engaged. This results in a regular joint arrangement horizontally as well as vertically. This defined arrangement of individual MAXIMO panels in so-called "MX grid" allows the creation of attractively designed visible concrete surfaces because it leaves no impressions from unused tie points and no concrete bleeding from unclosed tie points.

The MAXIMO system also offers a significant time savings over conventional formwork because the MX Tie can be installed from one side only, requires up to 40% fewer ties due to the centrally positioned arrangement, and there are no unused tie points that require plugging and refinishing. The one piece outside corners also offer a more efficient solution and time savings because they require no couplers and walers.



The opening in the frame allows deviations of
The tie rod angle of plus or minus 4°



The tie hole is protected against any impact
Through a metal ring. The Sealing Sleeve seals
The tie point and prevents any concrete bleeding

GRIDFLEX

With the development of the GRIDFLEX system, PERI has created a new generation of slab formwork with which labor productivity clearly increases while, at the same time, working safety levels are also raised. The system can form slabs up to 26" with only 2 main components, which simplifies forming operations, planning and logistics. The simplified assembly process results in considerable time savings with a high level of safety for site personnel.

GRIDFLEX is safely formed from the slab below. Elements are safely hooked in from below and pushed upwards into position by means of the GF shuttering aid. Setting up and measuring of props is no longer necessary which means mistakes during erection are avoided. Furthermore, untrained personnel can quickly learn how to handle the system. All parts are moved by hand and therefore have a particularly lightweight design. The GFP panel 200 x 100cm (78.7" X 39.4") only weighs 2 lb/ft².

Hook in GRIDFLEX element at one end ...



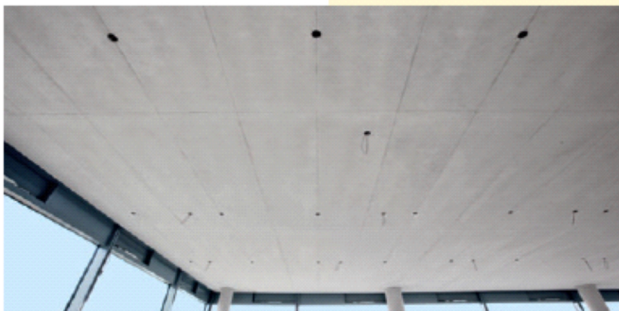
... align horizontally with the shuttering aid ...



... mount prop and position vertically.



The free choice of formlining allows slab soffits according to requirements of the customer.



PERI GRIDFLEX is:

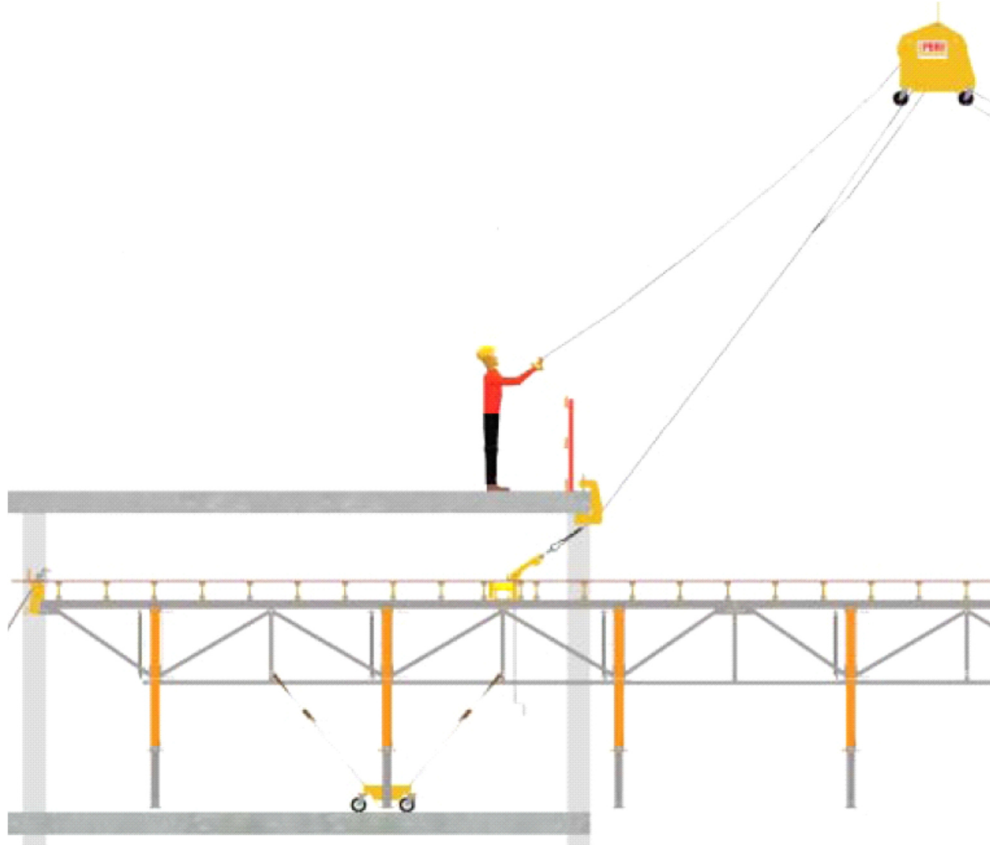
- fast
- adaptable
- safe



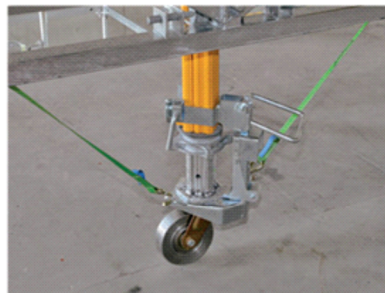
After the complete assembly process has taken place from below, the closed element grid can be safely accessed for placing the plywood.

SKYTABLE

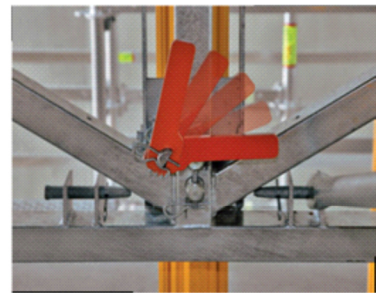
In the construction of office or residential towers with open facades, the SKYTABLE is PERI's solution for cycling tabelized slab formwork as quickly as possible. The truss-tables that range up to 1600 square feet can be moved in one crane lift. A PERI SKYTABLE of up to 80ft x 20ft requires only two trusses and can be quickly moved using our innovative STM lifting mechanism. The STM lifting mechanism insures maximum safety by allowing the site personnel to have a safe working position on the slab edge. Standing on the table during the moving procedure is not necessary at any time.



The Lifting Mechanism STM is operated using a remote control and ensures that the slab table is kept in a horizontal position when being moved.



Alternatively, moving SKYTABLE with the Rear Carriage STR can also be done with the Single Roller STE.



With a simple movement of the red handle, the Quick Lowering Device is unlocked and the PERI SKYTABLE is lowered by 20 mm.

Client: **Sundt Corp**
Project: **Casino Tower Project**
Doc No: **DO-17-0180211.b.1/1** from 8-Feb-18



Sincerely,

PERI Formwork Systems, Inc.

This proposal is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Unauthorized review, disclosure or distribution is prohibited. If you are not the intended recipient, please destroy all copies of this document. PERI USA Standard Lease and Purchase Terms and Conditions are part of this agreement and incorporated herein.

PERI USA Standard Lease and Purchase Terms and Conditions

1. **Acceptance & Entire Agreement.** PERI Formwork Systems, Inc. ("PERI") is a material supplier of goods and not a subcontractor of the customer (the "Customer"). This agreement ("Agreement") constitutes a binding contract for the rental and/or purchase of the materials identified in the accompanying proposal ("Material") and is subject to the terms and conditions herein when accepted either by PERI's acknowledgement, commencement of shipment or other performance, or acceptance of payment. This Agreement (which term includes information on the proposal, these terms and conditions, and any plans, specifications, and other documents to the extent referenced in the proposal or otherwise specified by PERI in writing) shall be the entire and exclusive agreement between the parties hereto unless otherwise agreed to by PERI in writing. In the event of any conflict or inconsistency between this Agreement and accompanying proposal and any other invoice or other document in connection with this transaction, the provisions of this Agreement shall govern but only to the extent of any such conflict or inconsistency.
2. **Material Exclusions.** The attached proposal setting out the prices for Material only includes the items or materials specifically listed thereon. Any safety or other mechanism that is not already built in to the Material but offered for sale or lease separately by PERI or by third parties is the responsibility of the Customer. Excluded items or materials will only be shipped upon request subject to availability and to the terms of this Agreement, including paragraph 6.
3. **Payment Terms.** Unless otherwise stated, Customer shall make payment on each invoice within thirty (30) days of the date of the same, except that Customer will be offered any cash and prompt payment discounts offered by PERI. Should an invoice bear a date prior to the date the Material reflected therein is received by Customer, the time during which any discount for payment is allowed shall not begin to run until the date the Material is received by Customer. Delinquent accounts are subject to a one and one-half percent (1½%) per month finance charge. Customer shall be liable for any additional expenses incurred by PERI as a result of collection efforts, including but not limited to attorneys' fees. PERI shall, in its sole discretion, suspend shipments of Material hereunder or pursuant to any other agreement between PERI and Customer in the event of Customer's failure to pay on a timely basis. Payments hereunder are sent to a lockbox or handled by administrative personnel who cannot bind PERI so any notation on a check or payment such as "paid in full", "final payment" or other language attempting to convey an accord and satisfaction of the debt hereunder shall not be binding on PERI regardless of the negotiation of the check or payment unless a separate agreement or release is executed by authorized PERI personnel.
4. **Quotation Estimates /Additional Material /Change Orders.** Unless otherwise expressly provided in writing, the quantities and prices for the Material are estimates and based upon information available at the time of the Agreement. Actual product layouts and field requirements will dictate the actual quantities of Material shipped and may result in billings that are higher or lower than estimated. PERI and Customer also may from time to time agree to the sale or lease of additional Material pursuant to this Agreement. The parties shall endeavor to memorialize the same in writing via a change order; however, the parties agree that where additional Material is requested by Customer and PERI provides the same accordingly, Customer's acceptance of the delivery of additional Material is sufficient to bind Customer to pay invoices for the same in the absence of a formal change order, and unless otherwise agreed in writing, the cost of such additional Material shall be based on the list value of the Material delivered, multiplied by the applicable rental rates, purchase discounts/or pricing model, as set forth in this Agreement and accompanying proposal for the project.
5. **Freight.** Unless otherwise agreed in writing, freight is F.O.B. PERI's Warehouse or applicable shipping point and Customer is liable for the costs of all freight. PERI may assist in the procurement of trucking for the delivery or return of the Material but will invoice Customer accordingly for all costs. PERI shall not be liable for loss or damage occurring in transit after the carrier takes possession of the Material for shipment. Claims for shortages or damages to shipments thereafter shall be made against carrier by Customer. Shipping dates are estimated. Under no circumstance will PERI be liable for any loss, damage or other inconvenience of any kind whatsoever, monetary or otherwise, resulting from the lack of performance of a third party shipper or common carrier, including but not limited to damage or loss resulting from loading or unloading the Material from the truck at the jobsite or damage during delivery. All common carriers are agents of Customer.
6. **Lead Time.** PERI requires two week's lead-time from the date of the full execution of this Agreement and receipt of all necessary information to commence drawing services (if applicable) and Customer's prompt approval of any PERI drawings before delivery of any Material. If any Material has to be obtained from a PERI yard/location outside of a project region, the lead time may increase to three weeks. For any Material that has to be obtained from outside of the continental United States, the lead time shall be subject to availability and receipt of the Material by PERI. The lead time for Preassembled Material and Custom Material (as defined herein) will be separately negotiated and agreed upon by PERI in writing.
7. **Delivery of Material.** Material will be shipped in a good working condition. A delivery ticket identifying the description and quantity of the Material will accompany each shipment. A Customer representative must sign each delivery ticket; but a failure to sign a delivery ticket shall not excuse Customer's obligations to pay for Material delivered unless Customer provides a notice to PERI in writing objecting to any non-conforming Material or to the quantity or quality of the Material delivered within forty eight (48) hours of the delivery and arrangements are made for the return of any rejected or non-conforming Material. Customer's failure to provide written notice shall constitute a waiver of any and all claims, directly or indirectly, related to the delivery of non-conforming or rejected Material and it shall be conclusively presumed that Customer has fully inspected the Material, the Customer deems the Material satisfactory and acceptable in all respects, and the Material is in good condition and conforming in quantity, quality and description to this Agreement.
8. **Delivery Dates.** Unless otherwise agreed in writing, any delivery date(s) offered are estimated delivery date(s), which will be subject to acceptance by Customer. PERI shall not be liable for any loss or damage from delay in delivery of any Material or any technical assistance, site service or drawing service as a result of causes of any kind beyond the reasonable control of PERI, such as, but not limited to, strikes or other labor difficulties, war, riots, changes in laws and regulations and other acts of governmental authorities, including customs, inclement weather, fire, flood, unavoidable casualties, delays in transportation of Material, or inability to obtain timely delivery of material from suppliers. In event of any such delay, PERI will notify the Customer within a reasonable time, and it is agreed that the time for delivery shall be extended for a period of time at least equal to the time lost by reason of the delay. Any claims by the Customer for loss due to delay in delivery shall be waived unless made in writing and delivered to PERI within five (5) days after delivery. An unexcused delay in delivery

shall not give rise to cancellation by Customer until thirty (30) days after written notice of such intention to cancel shall have been actually received by PERI, and Customer shall be obligated to accept any Material shipped or delivered or drawings completed by PERI during such period and pay for the same. Any claims by the Customer for loss due to delay in delivery, including delivery of Materials, technical assistance/site service or drawings by PERI, shall be waived unless made in writing and delivered to PERI within five (5) days of occurrence of such delay.

9. **Risk of loss.** All risk of loss or damage to the Material shall pass to the Customer when the carrier takes possession of the Material. All risk of loss, including damage, theft, or destruction, to each item of Material shall be borne by the Customer. No such loss, damage, theft, or destruction of the Material, in whole or in part, shall impair the obligations of Customer under this Agreement, which shall continue in full force and effect. Customer shall be subrogated to PERI's rights with respect to any insurance policies or claims for reimbursement by others with respect to such loss, damage, theft, or destruction.
10. **Application and Place of Payments.** All payments, if applicable, made on account of this Agreement shall be applied first to the payment of any late charge and fees, including, without limitation, attorney's fees, then due hereunder, second to the payment of accrued and unpaid interest then due hereunder, and the remainder, if any, shall be applied to the unpaid invoices due in the inverse order of maturities. Notwithstanding any provision contained herein to the contrary, any portion of a permitted partial prepayment applied to the unpaid principal balance shall be applied first to the outstanding principal balance due and owing at maturity and thereafter to the principal payments due in the inverse order of maturities. All payments on account of this Agreement shall be paid in lawful money of the United States of America in immediately available funds.
11. **Credit Check.** Any accompanying proposal and this Agreement, regardless of execution by Customer, are subject to a credit approval and execution by PERI. Shipment of Material may require additional security, including a deposit, copies of any payment bonds on the applicable project and/or a personal guaranty at the request of PERI.
12. **General Indemnity.** Customer agrees to indemnify and hold PERI harmless from any claim, liability or obligation (including the costs and attorneys' fees of any suit or claims related thereto) arising out of, connected with or resulting from the use of the Material, including any Preassembled Material (as defined in paragraph 14 below), including but not limited to, any claims arising from: (a) the failure to follow or deviation by Customer or its contractors, agents or subcontractors or any property owners from any manufacturer's instructions/manuals; (b) the failure of Customer or its contractors, agents or subcontractors or any property owners to maintain or any improper handling, use or operation of the Material; (c) the negligent use of the Material with equipment, chemicals or material not furnished by PERI or otherwise expressly approved in writing by PERI in advance of that use; or (d) any negligence of Customer or any of its contractors, agents or subcontractors or any property owners to follow any applicable laws, rules, regulations, codes and standards relating to the use of the Material and/or the operation or maintenance of the same. Customer hereby specifically agrees that the provisions of this clause take precedence and priority over any other indemnification or hold harmless provisions that may be a part of any other document issued or forming a part of this transaction. In the event such provisions are contained in any such other documents, the within clause shall be paramount and supplant such other provisions, and render such other provisions null and void regardless of the date when such other documents were issued, signed, acknowledged, or accepted. PERI shall have no duty to object or reject the indemnification or hold harmless provisions in any such document, the same being rendered null and void by this clause.
13. **Assembly Drawings/Manuals.** PERI manuals are available upon request. To the extent set forth in the accompanying proposal, necessary layout drawings and/or assembly drawings for the application of the Material, including, if requested, drawings generated by AutoCAD. Revisions to accommodate changes to structural/architectural drawings and/or construction sequence will be invoiced at the rate of [One Hundred Dollars (\$100.00)] per hour. Unless noted otherwise, layout drawings will be based on ACI-347 design standards. Manuals and drawings furnished by PERI are provided to conceptually illustrate the assembly of PERI Material only. Manuals and drawings are neither intended to be fully directive nor cover engineering details for PERI's Material or materials not furnished by PERI. Drawing service does not include reshoring/backshoring calculations and/or drawings, which are Customer's sole responsibility. All PERI-supplied drawings are based upon information provided by Customer and/or others and it is Customer's responsibility to use PERI's Material in accordance with safe engineering and construction practices and applicable law. PERI provides its Material to sophisticated end users and it does not control assembly or procedures at the project site, or the grade or quality of materials or equipment supplied by third parties and, therefore, it is Customer's responsibility to integrate PERI's drawings into composite drawings suitably complete for construction purposes. Customer shall review the drawings supplied by PERI for any discrepancies or non-conformities, and in the event of any discrepancies or non-conformities, Customer must notify PERI within [3 working days] after the submission of the drawings by PERI. Customer's failure to provide timely written notice shall constitute a waiver of any and all claims, directly or indirectly, related to the delivery of drawings with discrepancies or non-conformities and it shall be conclusively presumed that Customer has fully inspected the drawings, the Customer deems the drawings satisfactory and acceptable in all respects, and the drawings conform in all material respects to this Agreement. PERI is not liable for any changes by others made to or deviations from any drawings supplied hereunder.
14. **Preassembled Material.** Only to the extent set forth in the accompanying proposal will PERI provide preassembly of those Custom or other specified materials identified in the proposal ("Preassembled Material"). The preassembly shall be done at PERI's warehouse pursuant to PERI's standard assembly instructions applicable to the Preassembled Material. To the extent that the Preassembled Material is based, in whole or part, upon drawings, specifications or instructions provided by Customer or others or to the extent that the Preassembled Material includes components not supplied by PERI, PERI shall not be liable in any manner for any damages, delays or claims arising from discrepancies, errors or omissions in the drawings, specifications or instructions or any product deficiencies of the components. PERI further shall not be liable for any damage to the Preassembled Material once the carrier takes possession of the Preassembled Material pursuant to paragraphs 5 and 7. Unless otherwise agreed to in writing, the rental period for Preassembled Material shall start on the delivery date agreed upon by the parties, regardless of whether Customer is prepared to take or accept delivery of the Preassembled Material on that date. Notwithstanding any delivery dates stated in this Agreement or the attached proposal with respect to Material, any delivery dates for Preassembled Material must be expressly agreed upon by PERI. Any such agreed upon delivery date is expressly contingent upon PERI obtaining all requisite information from the Customer necessary for the design and/or assembly of the Preassembled Material. Except as expressly modified hereby, the remaining terms and conditions of this Agreement shall apply to Preassembled Material.

- 15. P.E. Drawings.** PERI's drawings do not include review and/or stamped drawings and/or calculations by a Professional Engineer. PERI can recommend an independent third party Professional Engineer that is familiar with PERI's formwork and shoring systems. Even if PERI arranges for the service on behalf of Customer and/or passes through Customer's payment to that Professional Engineer, absent a written contract between PERI and that Professional Engineer, under no circumstance is that Professional Engineer considered to be a subcontractor or agent of PERI and PERI has no liability for that Professional Engineer's service. Where PERI has provided Customer with engineering data, drawings or specifications stamped by a Professional Engineer ("Engineering Drawings") it contracted in connection with the use of the Material, the following conditions shall apply: (a) Customer agrees to indemnify and hold PERI harmless against and from any liability or claim for damages or injuries sustained by reason of deviation in whole or in part from such Engineering Drawings even though such deviation may have been based on any verbal or mechanical representation or other statement by PERI personnel; and (b) all Engineering Drawings shall remain the sole property of PERI, and the Customer acknowledges and agrees that any such information contained therein shall not be disclosed to any third parties without the prior written consent of PERI. PERI shall not be responsible for any claim or demand with respect to any data, drawings or specifications that are not marked or stamped by a Professional Engineer contracted by PERI.
- 16. Technical Assistance/Site Service.** Only to the extent set forth in the accompanying proposal, PERI will provide technical assistance/site service for a period of up to two (2) days (up to eight (8) hours each day and not including holidays or weekends) to answer questions related to the standard assembly/application of Material supplied hereunder. This service is not designed to be full time or continuous. Technical assistance/site service is designed to answer questions and provide assistance for PERI's Material and drawings with the understanding by all parties that the Material and drawings are provided to sophisticated end users with the knowledge, training, and expertise in the applicable standards, regulations, laws and usage of the Material. Any additional days or parts thereof of requested technical assistance/site service shall be billed at the rate of \$100 per hour, plus travel, food and lodging costs. Technical assistance/site service does not include pre-pour inspection of Material as applicable to concrete forming.
- 17. Cancellation.** An order once placed with and accepted by PERI can be canceled only with PERI's written consent and upon terms that will indemnify PERI against loss, including, but not limited to, any obligation of PERI whatsoever to any third party with respect to the Material or services on the order affected by such cancellation.
- 18. Taxes.** Pricing does not include any sales or use taxes. Any tax, assessment or charge upon PERI's production, sale or shipment of Material, imposed by Federal, State, Municipal or other Governmental authority and any increase in costs resulting from any Governmental laws or regulations affecting the subject matter of any sale, raw material or labor involved therein, and other costs of PERI, shall be added to the rental or purchase price and paid by Customer. In lieu of payment of any tax, you shall provide PERI prior to shipment with a certificate in form acceptable to the taxing authorities exempting you from the payment of such tax.
- 19. Waiver of Trial by Jury.** The Customer hereby waives trial by jury in any action or proceeding to which Customer and PERI may be parties, arising out of or in any way pertaining to this Agreement. This waiver is knowingly, willingly and voluntarily made by the Customer, and the Customer hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.
- 20. Security Interest /Collection of Payment.** Customer grants PERI a first priority security interest in and assignment of all receivables or accounts owing to Customer by any contractor, owner of the property where the Material is located or used in construction, bonding company or insurer of Customer as security for all of your obligations and liabilities to PERI and authorizes PERI to execute, if necessary, and file any financing statements or notices to perfect PERI's security interests hereunder. Upon the Default by the Customer, PERI shall be entitled to and shall have the rights and remedies of a secured party under the Uniform Commercial Code.
- 21. Governing Law & Venue.** The contract resulting from the acceptance of this order shall be interpreted under and shall be governed by the laws of the state of Maryland without regard to the conflict of law principles thereof. Any dispute between the parties arising under this Agreement that is not settled will be litigated in the federal or state courts of the State of Maryland.
- 22. Assignment.** Customer may not assign this Agreement absent the express, written consent of PERI.
- 23. Damages.** Notwithstanding any other provision of the Agreement to the contrary, (a) PERI's aggregate responsibility and liability, whether arising out of contract or tort, including negligence and strict liability, under this Agreement, including, but not limited to, all claims for breach, failure of performance or delay in performance by PERI or performance or non-performance of the Material or services shall not exceed the contract price for the Material, and (b) in no event shall PERI be liable in contract or in tort, including negligence and strict liability, for any special, punitive, indirect, incidental or consequential damages of any kind or character, including, but not limited to, loss of use of facilities or equipment, loss of revenues or profits or loss under purchases or contracts made in reliance on the performance or non-performance of the Material or services provided hereunder, whether suffered by Customer or any third party, or for any loss or damage arising out of the sole or contributory negligence of the Customer, its employees or agents or any third party.
- 24. Custom Material.** If Custom Material (defined as any materials, equipment or systems that are not standard to PERI's stocked materials offered for sale or lease or listed in PERI's published product list, but are manufactured, designed and/or ordered by PERI from a third-party or affiliate particularly for Customer) are leased or purchased hereunder, any changes or additions to Custom Material resulting from further information gathered from any source, including Customer, the contractor or the project drawings may result in additional costs and will be paid for by the Customer. Any request for Technical Assistance/Site Service related to the Custom Material shall be billed out at an hourly rate of \$100, plus travel, food and lodging costs. As with all Material, unless otherwise provided in writing, Custom Material will be delivered unassembled and must be assembled by Customer. A deposit of 30% must be paid toward Custom Material upon the execution of this Agreement. The delivery date(s) for Custom Material must be expressly agreed upon in writing by PERI. Except as expressly modified hereby, the remaining terms and conditions of this Agreement shall apply to Custom Material.
- 25. Exclusive Remedy.** In the event Material is not shipped in good working condition or is otherwise non-conforming to the Agreement in quantity or description, upon receipt of timely notice as provided in paragraph 7 hereunder, PERI shall repair, replace or furnish, as appropriate, such non-conforming Material within a reasonable time after notice. In the event services provided hereunder, including any drawing services, site services or technical assistance, are non-conforming or otherwise defective, Customer shall notify PERI of the same

within twenty four (24) hours setting forth the specific problem. PERI shall correct such non-conforming or defective service within a reasonable time. The repair and/or replacement of Material or services, as applicable, is the sole exclusive remedy to Customer and the sole liability of PERI regardless of theory, including warranty, contract or negligence. Notwithstanding the foregoing, PERI will not repair or replace and Customer shall remain liable hereunder for any Material that is:

- (a) Not maintained by Customer in accordance with PERI's applicable instructions/manuals and industry standards;
- (b) Has been modified from its original condition following delivery;
- (c) Damaged by use of unsuitable components, parts, chemicals, or other materials not supplied by PERI with the Material, or negligent use or faulty operation of the Material by Customer; or
- (d) Any damages caused by errors on the part of the Customer in not providing suitable premises in that the Material is to be stored or adequate protections against influences within or outside the premises that may affect the Material or its operation.

Back charges will not be accepted by PERI attendant with any defects in Material or services unless PERI has agreed to such charges in writing

- 26. Default.** If Customer fails to pay any amount herein provided within ten (10) days after the same is due and payable or if Customer fails to observe, keep or perform any other provision of this Agreement required of it, and if Customer fails to remedy, cure or remove such failure in payment or such other failure in observing keeping or performing the provisions of this Agreement within ten (10) days after receipt of written notice from PERI thereof, PERI shall have the right to exercise any one or more of the following remedies: (a) to declare the entire amount immediately due and payable as to any and all Material or any service provided hereunder, without further notice or demand to Customer; (b) to sue for and recover all amounts then accrued or thereafter accruing and other amounts due hereunder; (c) to take possession of any or all items of Material, without any notice, court order or other process of law. Customer hereby waives any and all damages occasioned by such taking. Any said taking or possession shall not constitute a termination as to any or all items or Material unless PERI expressly so notifies Customer in writing; (d) to terminate this Agreement as to any or all items of Material or any other lease or agreement by and between the parties for any other Material or services; and/or (e) to pursue any other remedy at law or equity. Notwithstanding any said remedy exercised hereunder, Customer shall be and remain liable for the full performance of all obligations on the part of Customer under this Agreement.

Terms and Conditions Applicable to All Materials Leased Under this Agreement

- 27. Rental Term.** Unless otherwise agreed to in writing, rental shall commence upon shipment from the PERI's warehouse to respective F.O.B. point and shall cease upon receipt of Material at PERI's warehouse from respective F.O.B. point. Rental is calculated on a 28 day period. The minimum rental period is 28 days.
- 28. Material/Services Warranty.** PERI does not warrant any Material manufactured by others, for which Customer is entitled to the warranty provided by the applicable manufacturers. With respect to Material manufactured by PERI, Customer acknowledges that the Material may be either new or used and leased on an "as is" basis and agrees that the Material has been examined and found in a good and workmanlike condition when delivered pursuant to paragraph 7 of this Agreement. PERI MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE MATERIAL, INCLUDING BUT NOT LIMITED TO, THE MERCHANTABILITY OF THE MATERIAL OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE CAPACITY OF THE MATERIAL; OR COMPLIANCE OF THE MATERIAL WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO.
- 29. Location and Use.** At all times, Material shall be located at the project location identified in the proposal and shall not be removed therefrom except with the written consent of PERI. All Material shall be located at the project location and thereafter used and maintained at all times in strict accordance with all applicable National, State, Local, Administrative, Police and other laws, ordinances and regulations. Customer is solely liable for any deviation from the aforementioned.
- 30. Subletting.** Customer may not sublet or loan Material to third parties without the express written consent of PERI.
- 31. Ownership.** Title to the Material is, and shall at all times remain with PERI. Customer shall have no right, title, or interest therein except as expressly set forth in this Agreement. Customer will not cause or allow any attachment or execution to be levied upon the Material by any third party for any reason. Customer shall give PERI immediate written notice of any attachment or other judicial process affecting any item of Material.
- 32. Insurance.** Customer, at its own expense, will keep PERI's Material insured under policies satisfactory to PERI. PERI shall be listed as additional insured on Customer's policies for the list value of the Material.
- 33. Condition of Material on Return.** Material shall be returned by Customer in good working condition, subject to normal wear. Customer shall not alter or modify the Material in any way, except with the prior written consent of PERI. Customer will not remove, alter, or deface PERI's ownership tags, plates, labels, lettering, or identification on Material. Damaged, missing, lost, destroyed or stolen Material will be identified by PERI upon the return and Customer shall be liable for the cost of replacement or repair of such items. If any Material is deemed in the sole discretion of PERI to be damaged beyond repair and unusable, Customer shall be liable for the cost of the same, which cost shall be based upon the list price multiplied by the purchase discounts/or pricing model as set forth in this Agreement and accompanying proposal for the project; however, in no event shall Customer be entitled to the return and possession of any such unusable Material due to safety reasons and in no event shall Customer be entitled to any discount for any scrap value applicable to the unusable Material.
- 34. PERI's Inspection.** PERI shall have the right at any time to enter into and upon the premises where the leased Material may be located for the purpose of inspecting the same or observing its use.

Terms and Conditions Applicable to All Materials Purchased Under this Agreement

35. Material/Services Warranty. PERI does not warrant any Material manufactured by others, for which Customer is entitled to the warranty provided by the applicable manufacturers. With respect to Materials manufactured by PERI, PERI warrants to the Customer that the Material purchased from PERI is free from defects in material and workmanship for a period of twelve (12) months from the date of delivery of the Material provided that:

- (a) the Material is used and maintained by Customer in accordance with PERI's applicable instructions/manuals and/or industry standards;
- (b) the Material has not been modified from its original condition;
- (c) Customer gives prompt written notice to PERI before the end of the warranty period specifying all alleged defects in the Material purchased; and
- (d) Customer preserves and turns over to PERI or permits reasonable inspection by PERI of all allegedly defective Material, parts or items.

This warranty shall not cover (i) any defects arising from corrosion, abrasion, use of components, parts, chemicals, or other materials not supplied by PERI with the Material, or negligent use or faulty operation of the Material by Customer, (ii) ordinary wear and tear, or (iii) any defects caused by errors on the part of the Customer in not providing suitable premises in which the Material is to be stored or adequate protections against influences within or outside the premises that may affect the Material or its operation.

UNLESS OTHERWISE EXPRESSLY STATED IN ANY DOCUMENT ATTACHED TO THESE GENERAL TERMS AND CONDITIONS, THIS WARRANTY OF MATERIAL AND WORKMANSHIP IS THE ONLY WARRANTY MADE BY PERI AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND PERI DISCLAIMS ON BEHALF OF ITSELF, ITS VENDORS AND SUPPLIERS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE (OTHER THAN THE PURPOSE STATED IN THE CUSTOMER'S SPECIFICATIONS SET FORTH IN THE AGREEMENT), SUITABILITY OR PERFORMANCE.

PERI's obligation under this warranty and any other warranty or guarantee that is part of the Agreement is strictly and exclusively limited to furnishing repairs or replacements for Material or parts determined to be defective on inspection by an authorized representative of PERI. PERI assumes no responsibility and shall have no liability for any repairs or replacements by Customer without PERI's prior written authorization.

If the Customer discovers a defect in the Material, Customer shall advise PERI as soon as possible after a problem is detected by telephone, followed by written confirmation, fax or e-mail, giving detailed information of the alleged defect and the reason that it is considered PERI's responsibility. PERI and Customer will then mutually agree to a reasonable response time. PERI will have access to any job site to inspect and review with the Customer any alleged defect when PERI believes such a visit is necessary. Back charges will not be accepted by PERI attendant with any defects in Material unless PERI has agreed to such charges in writing.

36. Security Interest on Purchases/Collection of Payment. Customer grants PERI a security interest in all Material purchased hereunder, wherever located, whether now owned or hereafter acquired to secure the purchase price of the Material and also secure any other obligations of Customer to PERI related to this Agreement or any other agreement between the parties, as permitted by applicable law. The foregoing security interest shall secure all of the Customer's present and future debts, obligations and liabilities to PERI, however arising, whether matured or unmatured, direct or contingent, voluntary or involuntary, and including any extensions of renewals thereof, plus all costs, expenses, advances and liabilities that may be made or incurred by PERI in the administration and collection of such obligations. Customer agrees that PERI will execute, if necessary, and file any financing statements to perfect PERI's security interests hereunder. Upon the Default by the Customer, PERI shall be entitled to and shall have the rights and remedies of a secured party under the Uniform Commercial Code.