



6106 Manufacturers Drive  
Madison, WI 53704  
main 608.216.0283  
[jfahern.com](http://jfahern.com)

November 11, 2025

Work Location(s): City of Dodgeville  
410 East Leffer Street  
Dodgeville, WI 53533

Dylan Wadzinski  
City of Dodgeville  
100 East Fountain Street  
Dodgeville WI 53533

Phone: (608)930-1011

Email: [publicworks@dodgevillewi.gov](mailto:publicworks@dodgevillewi.gov)

Send Via: Email  
Quote #: 576058/ 1

#### FIRE PROTECTION INSPECTION AND TESTING SERVICE PROPOSAL

Dear Dylan,

We are enclosing our inspection and testing service proposal(s) for the following Fire Protection System(s) at your above indicated locations.

- Fire Alarm Inspection

We will perform each of the proposed inspection services, per your written approval. Should you elect to proceed with this work, please initial the inspection services desired, sign the attached agreement and return it to us. Once returned to us, we will call to set up an appointment.

We have licensed inspectors and service technicians in your area and can provide you with service 24-hours a day, 7-days a week.

Thank you for this opportunity to provide this proposal. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Michael Daniels  
Sales, PMA Sr.

Email: [mdaniels@jfahern.com](mailto:mdaniels@jfahern.com)

Enclosure



## Fire Alarm Inspection Quote & Agreement for City of Dodgeville

6106 Manufacturers Drive  
Madison, WI 53704  
main 608.216.0283  
jfahern.com

Dylan Wadzinski  
City of Dodgeville  
100 East Fountain Street  
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### FIRE EQUIPMENT INSPECTION AND TESTING SERVICES

**Scope of Work/Clarifications:** Annual inspection of one / Notifier / NFW-50X fire alarm control panel and associated components per National Fire Protection Association Code 72.

<u>Item</u>	<u>Proposed First Visit</u>	<u>Price Type</u>	<u>Visit Price</u>	<u>Visits</u>	<u>Item Total</u>
Annual	10/2026	Fixed Price	\$450.00	1	\$450.00
<b>Equipment Type</b>					<b>Quantity</b>
Annunciators			1		
Aux Pwr Sup Panel			1		
Emergency Communications Equip			1		
Fire Alarm Control Panel			1		
Fire Alarm System			1		
Manual Fire Alarm Pull Station			4		
Notification Appliances			17		
Smoke Detection - Duct Type			3		
Smoke Detection - Spot Type			1		
SS Transmission Equipment			1		
Price for City of Dodge410-Dodgeville-S					\$450.00

<b>Total for All Services at All Locations:</b> \$450.00			
Contract Representative		Customer Authorized Representative	
Name:	Michael Daniels	Print Name:	Dylan Wadzinski
Title:	Sales, PMA Sr.	Signature:	
Date:	11/11/2025	Date:	
		PO #:	
		Alternate Start Month (if Desired):	

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. (If alarm and monitoring services are included in the scope of work, the attached Alarm Monitoring Services Agreement shall apply to these services.) Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

## NOTES AND CLARIFICATIONS

### Inspection and Testing Agreement

#### SCOPE OF WORK:

1. Customer has requested Ahern to perform the services as detailed in the attached quotation. Ahern shall perform the work described herein, per the attached quotation, and, as applicable, on the Ahern's current Report Form. All work shall be in accordance with the following NFPA codes and editions (listed as code-edition); 10-2013, 11-2005, 12-2008, 12A-2004, 16-2007, 17-2013, 17A-2013, 25-2011, 72-2010, 96-2014, 409-2011, 750-2006, 1962-2013, 2001-2008, and Life Safety 101 (Chapter7)-2012 and the terms and conditions contained herein. Choose only applicable NFPA standard(s) & editions.
2. Customer acknowledges that: (a) when presenting its proposal to Customer, Ahern explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Ahern at an additional cost to the Customer; and (c) Customer desires and has contracted for only the Equipment/Service(s)/System purchased; (d) such Equipment/Services/System purchased are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Ahern to carry out the installation in the premises; (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Services/System; and (g) Customer agrees to the TERMS AND CONDITIONS attached hereto.

#### PRICING:

3. MATERIAL PRICE INCREASES: The price and schedule set forth in this quotation or bid document for the Scope of Work of J. F. Ahern Co. ("Ahern") ("Contract Price and Schedule") has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this quote or bid, this quote or bid is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, unreliable supplier lead times, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on this adjustment will only apply to price changes in excess of five percent (5%).

If this quotation or bid contains materials built with steel or aluminum, due to the volatility of prices from suppliers, this bid or quotation is valid for ten (10) days from date of issue listed on the cover page of the quotation or the date the bid was submitted. If you accept this quotation or bid after this time period Ahern will adjust the quotation or bid to ensure that it contains the most recent steel or aluminum pricing due to significant market fluctuations. The quotation will not be valid until such adjustment is agreed upon by the parties. In no event shall any quotation or bid be valid for more than thirty (30) days from the date of issue listed on the cover page of the quotation or the date the bid was submitted unless explicitly consented to by Ahern in writing.

4. This Agreement including the attached Terms and Conditions is an offer or counter-offer by Ahern to sell the goods and/or services herein described to the Customer to which it is addressed, not a confirmation or acceptance of any offer to purchase, and acceptance of this offer is expressly made conditional on assent to these Terms and Conditions of Sale and the other provisions contained in this Agreement. Ahern hereby objects to any additional or different terms contained in any purchase order, request for proposal, order confirmation or other forms, or in any other

communication previously or hereafter provided by Customer to Ahern. No additional or different terms or conditions will be of any force or effect. This Agreement may only be modified by written amendment, executed by Ahern.

#### TERM:

5. The term of this Agreement shall be one (1) year from date hereof and shall be automatically renewed each year thereafter until the same shall be terminated by either party on at least thirty (30) days written notice being given to the other party prior to the anniversary date thereof.

#### EXTENDED INTERVAL TESTING:

6. The following items are to be performed at extended intervals as required by code. Ahern will quote and perform these items as an extra to the inspection price, upon written approval by the Customer:
  - a. Sensitivity testing of smoke detectors.

#### COST OF INSPECTION AND PAYMENT:

7. The costs for inspection and maintenance shall be as listed in the quotation attached herein. This may be increased by Ahern as to any renewal term provided notice of the revised price shall be given not less than forty-five (45) days prior to the expiration of the then current term.
8. Ahern reserves the right to invoice if the Customer cancels a scheduled inspection with less than one business days' notice and Ahern does not succeed in scheduling alternate service work.

#### REPORT OF INSPECTION:

9. Notice of this agreement and copies of all Reports of Inspection and/or test will be forwarded to the Customer.

#### CLARIFICATIONS:

1. Owner Assistance: This quotation is based upon having the assistance of Customer personnel during the alarm testing. It is the Customer's responsibility to silence/disable the building fire alarm and contact any company or entity which receives alarm signals and/or provide Ahern with the proper pass code needed to silence alarms.
2. Additional Requirements: No allowance has been made for any inspection items in excess of those detailed above which may be requested by any particular insurance agency/underwriter or other Authority Having Jurisdiction.
3. Additional Services: All lump sum and unit prices only include labor costs to perform inspections and testing. All additional services or repairs will be charged as an extra on a Time & Material basis.
4. Emergency Response Fees: Ahern cannot be responsible for any costs or fees assessed by local fire departments or municipalities resulting from unintended emergency calls or signals.
5. Access: The Customer will provide convenient and efficient access to all devices in the building or buildings where test & inspection services will be performed. Price is based on unrestricted access to all areas during inspection and testing.
6. Private Areas: Ahern will perform full visual inspections of all public areas and representative sections per floor in the living units, which are available at the time of the inspection. ]
7. Lift Equipment: Customer to supply man lift equipment.
8. Customer shall provide drawings and/or previous inspection reports at the time of the first inspection at no charge to Ahern.

*In the event of any conflicts between these Notes and Clarifications and the General Terms and Conditions, the General Terms and Conditions shall govern.*

**NOTES AND CLARIFICATIONS**  
*Inspection and Testing Agreement*

9. **Detector Locations:** This proposal is based on Ahern receiving a plan or list showing the quantities and locations of all detectors for the fire alarm system at no cost to Ahern.
10. **Device testing:** During the testing there will be audible devices active in the facility. It is the Customer's responsibility to notify the appropriate parties.
11. **Smoke Detectors:** Smoke detectors will be sensitivity tested at the rate of 100% per every other year via the panel of software or sensitivity testing equipment. Smoke detector cleaning will be performed on an as needed basis during normal inspection and will be at the discretion of Ahern.
12. **Monitoring:** The inspection price contained in the attached quotation does not include annual monitoring. Monitoring may require additional charges if additional equipment or technical time may be required for programming and commissioning. This will be quoted as time and materials separate from this inspection proposal. Monitoring information must be provided to the technician before installation. Price does **not** include the installation of the two (2) phone lines required for central station monitoring.
13. This Agreement does not include any changes to the system software or firmware.

*In the event of any conflicts between these Notes and Clarifications and the General Terms and Conditions, the General Terms and Conditions shall govern.*

## GENERAL TERMS AND CONDITIONS OF SALE

**1. ENTIRE CONTRACT** The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and reasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

**2. PROPOSALS AND CONTRACT** Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

**3. PRICES** In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

**4. PAYMENT** All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

**5. DELAYS** Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

**6. EXCAVATION** When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring

is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

**7. SITE FACILITIES** Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

**8. STRUCTURE AND SITE CONDITIONS** While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

**9. CODE COMPLIANCE** Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

**10. REPORTS** When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.

**11. ALARM MONITORING SERVICES** Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

**12. EXCLUSIVE LIMITED WARRANTY** Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of

## GENERAL TERMS AND CONDITIONS OF SALE

installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

**13. MODIFICATIONS AND SUBSTITUTIONS** Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

**14. SEVERABILITY** If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

**15. WAIVER.** Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

**16. ASSIGNMENT** Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

**17. CHANGES, ALTERATIONS, ADDITIONS** Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional

work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

**18. LEGAL NOTICE** For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

**19. INSURANCE** Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non- contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Purchaser, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

**20. TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS** Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

**21. CLAIMS AND CHOICE OF LAW** Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written Notice of Dispute. Within fifteen days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Order, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

**22. OVERTIME** Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

**23. INCIDENTAL LOSSES** All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

**24. INDEMNIFICATION** To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED

CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

**25. DEFAULT** In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

**26. SPECIAL CONDITIONS** In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

**27. HAZARDOUS CONDITIONS** Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

**28. WASTE MANAGEMENT** If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser

shall: (a) be responsible for providing to Seller all necessary forms, waste profile sheets, laboratory analyses, samples, and other information pertaining to the types of Waste to be disposed and shall ensure that all Waste-related information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste. Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges that Seller has played no part in and assumes no responsibility for generation or creation of any Waste that may be the subject matter of this Contract. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

**29. OSHA COMPLIANCE** Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

**30. LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PRODUCE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PRODUCE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

**31. NO THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 3/20/24