

## STANDARD TERMS AND CONDITIONS FOR PROPOSALS AND QUOTES

1. **DEFINITIONS:** “Goods” means any Goods and/or Services provided by the Company as ordered by the Client “Company” means Balance Dynamics, Inc. “Client” means the person, company or organization placing an order for Goods with the Company.
2. **APPLICATION:** These terms and conditions apply to any provision of Goods or materials by the Company to the Client.
3. **FORMATION OF CONTRACT:** All Goods sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed below) which form part of the Client’s contract with the Company. Terms and conditions on the Client’s order form or other similar document shall not be binding on the Company.
4. **QUOTATIONS:** The prices, quantities and delivery time stated in any quotation are not binding on the Company unless specifically stated in the proposal or quotation. They are commercial estimates only which the Company will make reasonable efforts to achieve.
5. **HIDDEN DAMAGE:** In the event that Hidden damage is discovered during disassembly of equipment the Company will immediately notify the Client to discuss possible solutions and the necessary amendments to the original proposal or quotation. If the Company incurs additional labor hours due to the discovery of Hidden Damage such as additional inspections, repairs, materials procurement, job cancellation, etc. this time will be billed on a “time and materials” basis unless specifically indicated in a revised or new proposal or quote.
6. **INSURANCE REQUIREMENTS:** A certificate of insurance shall be sent to the Client upon request. If the work has already begun without the Client’s required insurance requirements sent to the Company additional insurance requirements required will be added to the policy at the Client’s expense unless expressly written into the proposal and/or sent to the client in writing by an authorized agent of the Company.
7. **PREVAILING WAGE:** The Company will follow all prevailing wage laws as specified by the state or federal government. **The Company must be notified in writing that the job is prevailing wage before the Client accepts the proposal or quote unless already specified in the proposal or quote.** Failure to inform the Company of the prevailing wage requirement will constitute a change order to the original proposal or quote and allow the Company to bill for the additional expenses associated with prevailing wage jobs which will include increased wages, filing fees, and any other expenses incurred on preparing the required prevailing wage documentation.
8. **ORDERS:** Orders will be deemed to have been placed when an email confirmation and/or a purchase order number has been received from a responsible executive of the Client’s company.
9. **RIGHT TO SUB CONTRACT:** Unless otherwise agreed the Company shall be entitled to sub-contract all or any part of the work.
10. **TIMETABLE:** The Company will use its best endeavors to supply the Goods or materials within the quoted time but time will not be of the essence within the contract. Conditions or events beyond the control of the Company may jeopardize any proposed performance schedules. The Company shall not be responsible for delays in delivery beyond the Company’s control. Examples of conditions beyond the Company’s control include the inability to access Primary Contact personnel, delays in operating equipment, inability to access equipment, traffic delays.
11. **PAYMENTS:** New clients or other clients out of terms may be expected to pay in advance for Goods. All other invoices issued by the Company shall be paid by the Client within thirty (30) days of the date of invoice unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgment at the rate of 1.5 percent per month from the due date until the date of payment. If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of delivery of the Goods and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms. The Company reserves the right to amend the amount of the quote in the event that the client requests a variation to the work agreed.

12. **CANCELLATION:** In view of the nature of the service, any order – once confirmed by the Company – is not cancellable. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of its expenses, work or cancellation conditions will be reimbursed to the Company forthwith.
13. **DELIVERY:** The Company reserves the right to substitute conventional delivery methods without notice or penalty; in which case delivery by the Company will be deemed to have taken place when the materials are handed to the custody of the Client at his premises or to a deputed messenger or courier when posted. The Company will be entitled to charge the Client for any expenses of delivery other than normal postage charges.
14. **NOTICE:** All written notices to be served on or given to the client shall be sent or delivered to the client's principal place of business and shall be treated as having been given upon receipt.
15. **LOSS OR DAMAGE TO SUPPLIES:** The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the Goods or materials it supplies to the Client (or which may be received from the Client).
16. **CONFIDENTIALITY:** Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.
17. **EMPLOYMENT OF PERSONNEL:** Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods.
18. **WARRANTY:** The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written, including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for the purposes intended by the Client. The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.
19. **LIMITATION OF LIABILITY:** The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods. Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents. The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.
20. **FORCE MAJEURE:** The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the Goods or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, acts of terrorism, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.
21. **GOVERNING LAW:** These terms for providing Goods shall be subject to, construed, and enforced in accordance with the laws of the United States of America and the parties hereby submit to the exclusive jurisdiction of the United States courts.