



*Industrial Group, Inc.*

7001 N. Route 309 #125 • Coopersburg, PA 18036  
1-800-225-3777 • Fax: 610-346-6320  
www.universalindustrial.com

## GENERAL CONDITIONS

- Payment:** Invoices are payable within net 10 days of billing date. All applicable taxes additionally charged unless Universal is in receipt of a Tax Exemption Certificate prior to any transactions/costs being incurred. We reserve the right to requisition reasonable part payments as the job progresses.
- Quantity:** Prices quoted cover only those items as specified.
- Quality:** Work performed will be considered satisfactory unless customer notifies Universal Industrial Group, Inc. in writing of the details of any unsatisfactory work within 10 days of the completion of that work.
- Termination:** If a contract is cancelled, the customer will be billed at published rates for all time expended, materials purchased and all other applicable costs which were incurred prior to the cancellation of the contract.
- Insurance:** We will supply Certificates of Insurance outlining the coverage provided by Universal Industrial Group, Inc. Rigging insurance is provided where Universal Industrial Group, Inc. is legally liable for damage to the property moved.
- Changes:** Additional work or changes beyond the scope of the contract will be billed at published rates unless otherwise specified in writing prior to these costs being incurred.
- Acceptance:** Prices quoted will be upheld for thirty (30) days. Prices quoted may be subject to change if the work scheduled is delayed into our busy season through cases beyond our control.
- Limitations:** Unless specifically noted, we do not include in our price provision for:  
(a) Correction for missing or ill-fitting parts  
(b) Delay time waiting for your equipment not ready  
(c) Delay time waiting for deliveries of materials not ordered by us  
(d) Delay time waiting for area to become available  
(e) Pumping or demolition of underground obstacles  
(f) Sales tax  
We will not be liable for repairs to our work performed by others unless we have been given prior notice of the defect(s) and a reasonable opportunity to make the correction(s).
- Budget Price:** If a budget price is given, it is to assist in your planning only and must not be construed as a firm price unless we give written consent.
- Finance Charge:** A FINANCE CHARGE will be added to any unpaid balance which is over 30 days past due from the date of the invoice. This FINANCE CHARGE is computed by a periodic rate of 1-1/2 percent (or a minimum of 50 cents on balances over \$10.00) per month which is an ANNUAL PERCENTAGE of 18 percent applied to the previous balance before deducting credits or payments. To avoid FINANCE CHARGES, pay the balance NET 10 DAYS from the date of the invoice.
- Disputes:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.
- Warranty:** There is a (1) year warranty on all work done by Universal Industrial Group, Inc. Any necessary repairs of our workmanship will be corrected at our own expense. Under no circumstances will repairs by other contractors be allowed to be backcharged against Universal Industrial Group, Inc., without prior written authorization by Universal management. Universal does not warranty purchased materials, and warranties for these materials are limited to the extent the manufacturer provides for the same.
- Solicitation For Employment:** Customer acknowledges that the prices quoted and charged by Universal Industrial Group, Inc. are in consideration of the fact that customer agrees not to solicit for and or hire any Universal employee until after the expiration of no less than a period of six months from the last date of employment with Universal Industrial Group for said employee. In the event customer commits a breach of this agreement, said customer agrees to pay as liquidated damages an amount equivalent of 25% of affected employee's average annual earnings.