

Uni-Structures, Inc.

MANUFACTURING AGREEMENT

8540 Cobb Center • Drive Suite 100 • Kennesaw, GA • 30152

THIS AGREEMENT is made and entered into in the State of Georgia as of the day _____ of _____, 201__, ("**Effective Date**") by and between Uni-Structures, Inc., a Georgia corporation, having a place of business at 8540 Cobb Center Drive, Suite 100, Kennesaw, Georgia 30152 (hereinafter "**Seller**"), and _____ having a place of business at _____ (hereinafter "**Purchaser**"). Seller and Purchaser are sometimes referred to herein collectively as "**Parties**". Seller has relied upon the information submitted to Seller by Purchaser in the inducement of Seller to enter into this Agreement, and any changes in the information submitted to Seller with respect to design, plans, drawings, specifications, structure, materials, colors, dimensions, measurements, location, union and labor requirements, schedule and delivery dates may be subject to additional costs payable to Seller by change order.

WHEREAS, SELLER AGREES TO MANUFACTURE, AND PURCHASER AGREES TO PURCHASE, PRODUCTS IDENTIFIED IN THE ATTACHED QUOTE/BILL OF LADING (THE "PROJECT"). NOW, THEREFORE, IT IS HEREBY AGREED THAT THE FOLLOWING TERMS AND CONDITIONS SHALL BE APPLICABLE TO THE PRODUCTS, SERVICES AND THE MATERIALS SUPPLIED BY SELLER, AND ALL OTHER TERMS (WHETHER IN PURCHASE ORDERS, CORRESPONDENCE OR OTHERWISE) ARE REJECTED HEREBY IN THEIR ENTIRETY:

1. Specialty Manufacturing. The Parties acknowledge that the Services to be provided and performed by Seller require specialty manufacturing of goods, and the shipping of finished products. Purchaser agrees that Purchaser (or its designated representatives and agents) shall be solely responsible for any errors or changes to plans, drawings or requirements provided by Purchaser (or its designated representatives and agents) with respect to design, plans, drawings, specifications, structure, materials, colors, dimensions, measurements, location, union and labor requirements, schedule and delivery dates, and the foregoing may be subject to additional costs payable to Seller by change order. The Parties acknowledge that Seller does not design, build or prepare the wall, roof or structures to which Seller's products may attach, and Purchaser (or its designated representatives and agents) shall be solely responsible for the structural integrity of all walls, roof, and supporting structures. Seller is only responsible for its Products outside, and up to, the face of the wall. It is the sole responsibility of the Purchaser (or its designated representatives and agents, including Project Engineer) to ensure that the wall, roof or supporting structure is designed to handle (and withstand) the load from the canopies or other Products, and that proper and sufficient support is built or installed inside the wall, roof or supporting structures to anchor Seller's canopies or other Products. Shipping by "Common Carrier" shall be subject to USI's terms and conditions set forth in "Exhibit A" attached hereto and made a part hereof. Purchaser agrees that any change to the order, or any of the foregoing, shall be submitted in written form to Seller, prior to the commencement of manufacturing, and any failure to do so shall require Purchaser to indemnify, defend and hold harmless Seller from and against any and all losses, costs, expenses and obligations arising directly or indirectly therefrom.
2. Schedule; Force Majeure. While Seller undertakes commercially reasonable efforts to perform its obligation with reasonable diligence, Purchaser acknowledges and agrees that manufacturing and delivery are subject to delays due to a number of circumstances and causes beyond the reasonable control of Seller rendering the timely performance by Seller impossible, including, without limitation, unforeseen construction setbacks, failure of Purchaser (or its designated representatives and agents) to tender a site properly prepared for Seller, unavailability of materials, shipping constraints to Seller, strike, fire, flood, Acts of God, war, terrorism, governmental acts, orders or restrictions, failure of suppliers to deliver materials, and Seller's performance shall be excused to the extent timely performance is rendered impossible or impractical (without material increases in costs to be charged to Purchaser) by any of the foregoing. If Seller agrees to install any Products, Seller shall not be obligated to deliver Products to the site unless and until Purchaser (or its designated representatives and agents) shall certify the readiness and safety of the site for personnel and Products (including, without limitation, that all driveways and parking lots are completed, the structure is completed, anchor cages are set, brick or stucco has been cleaned and/or washed, and landscaping is commencing). Because Seller manufactures high-quality images items capable of being damaged if Purchaser (or its designated representatives and agents) fails to be tender the site ready and safe for Seller's personnel and/or the Products when Seller's personnel arrive as scheduled, Seller shall be entitled to charge and recover from Purchaser a return-trip charge and all associated costs (including, without limitation, travel, transportation, labor, warehousing, hotel, food, time and materials)
3. Permitting. Purchaser (or its designated representatives and agents) shall be solely responsible for obtaining, securing and maintaining throughout the Project, any and all necessary permits, licenses, and permissions (and any associated fees, taxes, costs or penalties) required under applicable law for possession and use of the site on the premises. Purchaser shall provide necessary power, electrical wiring, outlets, and connections as may be necessary to install and/or operate the Products. Seller manufactures its Products that may contain electrical components in accordance with the specifications and Seller provides sufficient electrical wiring and connections for applicable Products to connect to an established power source. However, Purchaser shall be responsible for hiring a licensed electrician or professional to connect the components to the established power source and/or any network.
4. Design. All artwork, mock-ups and engineering drawings and designs ("**Seller Works**") prepared by Seller in connection with the Project are billable at the rate of \$100 per hour, excluding Pivoting Canopy systems. All such Seller Works shall be the sole and exclusive, original copyrighted works and intellectual property of Seller, and upon payment in full of the purchase price herein, Seller shall be granted a non-exclusive, non-transferrable, limited right and license to use the Seller Works in connection with the specific Project only (and Purchaser shall not use, deliver or make available the Seller Works to any other person, or in any other capacity, without the advance, express written consent of Seller.
5. Insurance. Purchaser agrees to insure the Products (in an amount not less than the purchase price) against loss by theft, fire, vandalism, damage, or other casualty from the time of installation until Seller receives payment in full, and Seller shall be named as a loss payee. Upon and after receipt by Seller of payment of the full purchase price, the Products shall be the sole responsibility and liability of the Purchaser. Seller agrees to maintain public liability insurance in the amount of \$100,000 per person, \$300,000 per accident and property damage insurance in the amount of \$100,000 during term of this Agreement, through delivery and installation.

6. **LIMITED WARRANTY.** SELLER WARRANTS THAT AT THE TIME OF DELIVERY OF THE PRODUCTS TO PURCHASER, THE PRODUCTS SHALL BE IN PROPER WORKING ORDER. SELLER'S PRODUCTS ARE WARRANTED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY OR INSTALLATION (EXCLUDING LAMPS, ELECTRONICS AND/OR ACCESSORIES FOR WHICH MANUFACTURER'S WARRANTIES WILL BE TRANSFERRED TO PURCHASER, AS PERMISSIBLE), ORDINARY WEAR AND TEAR EXCEPTED. SELLER'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS LIMITED WARRANTY, FOR THE APPLICABLE TERM OF THE LIMITED WARRANTY, SHALL BE TO REPAIR OR REPLACE THE PRODUCTS, AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY ALLEGED DAMAGES OR LOSSES IN EXCESS OF THE ACTUAL AMOUNT PAID TO SELLER FOR THE PRODUCTS. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SELLER IS AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES. ANY INSTALLATION OF PRODUCTS SCHEDULED AFTER NINETY (90) DAYS FROM THE COMPLETION OF THE PRODUCTS WILL BE SUBJECT TO SERVICE FEES. SELLER HEREBY TRANSFERS TO PURCHASER, DISCLAIMING ANY RESPONSIBILITY OR LIABILITY BY SELLER, THE FIVE (5) YEAR MANUFACTURER'S WARRANTY DELIVERED TO SELLER BY THE FACTORY WITH RESPECT TO ALL PAINT (INCLUDING CUSTOM COLORS), FABRIC, STANDING SEAM, AND ALPOLIC SURFACES. EXCEPT AS SET FORTH IN THIS SECTION, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PRODUCTS. ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER.
7. **Title.** Title to all materials and property covered by this Agreement, regardless of whether erected or installed, shall remain with Seller until such time as full and final payment shall have been received by Seller. If Purchaser breaches this Agreement or defaults hereunder, Purchaser hereby grants its advanced consent and authorization for Seller to immediately take possession of, and remove (without notice or any liability of any kind), all Products and all materials used or intended for use in the manufacturing, installation or construction of said Products. The rights of Seller shall be cumulative and in addition to any/all other rights to collect monies due to Seller.
8. **Invoices; Indemnity.** Unless otherwise set forth in writing by Seller, Purchaser shall pay fifty percent (50%) of the total purchase price to Seller immediately at the time that the order is placed with Seller, and the balance of the purchase price shall be paid in full to Seller prior to shipment of the Products. If any invoiced amount owed to Seller (including, without limitation, additional charges, change order, shipping, installation, consulting, travel, transportation or other associated costs) shall remain outstanding and unpaid to Seller more than 30 days after the invoice date, Purchaser shall be charged a late fee at the rate of one and one-half percent (1-1/2%) per month. Purchaser shall defend, indemnify and hold harmless Seller, and its Affiliates, and their respective officers, directors, shareholders, representatives, agents and employees, successors and assigns from and against any and all losses, liabilities, damages, judgments, fines, penalties, costs, fees and expenses, including, without limitation, costs of litigation and reasonable expert's and attorneys' fees (collectively "**Losses**") resulting from a claim, suit, governmental proceeding, or action based upon: (i) death or injury to any person or damage to any property arising, directly or indirectly, from unsafe site conditions at the premises, or the negligent acts or omissions of Purchaser, or its employees, agents, contractors, licensees, or representatives; or (ii) breach by Purchaser (Purchaser, or its employees, agents, contractors, licensees, or representatives) of any representation, warranty or covenant of Seller set forth in this Agreement (including, without limitation, Purchaser's failure to timely pay amounts due to Seller herein or failure to procure and maintain insurance as required herein).
9. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the Project, and the responsibilities of the respective Parties, and there are no oral agreements, understandings or representations relied upon by the Parties (any prior discussions or understandings shall be superseded hereby). Any amendments or modifications intended to be binding upon Seller must be in writing and signed by an officer of Seller. Each of the Parties warrants that this Agreement shall be accepted by Seller in the State of Georgia, and therefore, this Agreement shall be governed by, construed and interpreted under the laws of the State of Georgia, without regard to conflicts of laws principles. **Any dispute between the Parties arising out of or concerning this Agreement shall be litigated and resolved in Kennesaw, Georgia (Cobb County). Each of the Parties (i) waives its right to a jury trial, (ii) irrevocably consents to the exclusive jurisdiction and venue of any state court located within Cobb County, in the State of Georgia (or the federal district court sitting in the Northern District of Georgia, (iii) waives any objection to venue of any action instituted hereunder, and (iv) consents to the granting of such legal or equitable relief as is deemed appropriate by any aforementioned court. If for any reason any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.**

Undersigned represents and warrants that such person is the duly-authorized representative of Purchaser empowered with the authority to legally bind Purchaser and enter into this Agreement, accepting the terms and conditions as set forth herein. Purchaser agrees to return a fully-executed counterpart of this Agreement with projected dates completed and denoted in fields below.

Project Name: _____ Project Address: _____

Authorized Representative: _____ For: _____

Projected Dates:	Construction Start Date	Paving Date	Turnover Date

Exhibit "A"

IMPORTANT NOTICE TO CUSTOMERS

Shipping and handling costs will be determined upon actual delivery to the Purchaser's site, including, but not limited to, any additional charges for Purchaser's failure to receive the goods when delivered (Purchaser is responsible for receiving and unloading all goods), unloading, relocation processing and other specialty services. Purchaser shall be responsible for any and all additional shipping charges levied by the common carrier. Purchaser acknowledges that Purchaser will receive an estimate of shipping and handling costs, for Purchaser's approval, when USI products are ordered (that estimate is subject to changes in pricing quoted by the common carrier upon Purchaser's confirmation of actual shipping date). Purchaser will receive a quote of the carrier's shipping charges when the actual shipping date has been confirmed by Purchaser. Purchaser understands that shipping and handling costs fluctuate daily and the carrier's quote is time-sensitive (for a fixed term) and the Purchaser's approval must be received before the carrier's expiration date to secure the pricing and shipping date. Failure of Purchaser to approve the carrier quote within the applicable time frame will result in a shipping delay until a new carrier quote of shipping costs can be obtained from the carrier and approved by Purchaser. Purchaser may hire a common carrier of its choice and make all necessary arrangements for pickup of USI products at USI's docks, F.O.B. USI facilities in Kennesaw, Georgia. If Purchaser elects to hire a common carrier of its choice, then Purchaser shall be solely responsible for all shipping costs of its carrier, as well as USI charges for crating and handling of the product in preparation for shipment. USI products will not be released for shipment by common carrier unless and until USI shall have received: (i) Purchaser's approval of all shipping and handling costs (including, but not limited to, USI's crating and handling charges) and any additional or specialty services; and (ii) payment of quoted charges by credit card or other means of payment acceptable to USI. Purchaser shall be solely responsible for any and all additional charges and specialty services, invoiced separately after final delivery of USI products.