



METRO FIRE & SAFETY
EQUIPMENT CO., INC.

The Fire Safety Professionals Since 1962

NJ State Certified Contractor #: P00111

509 Washington Ave.
Carlstadt, NJ 07072
(201) 635-0400
Fax: (201) 635-0410

Terms and Conditions

Payment terms:

Invoicing is generated upon performance of a specific inspection or item in this Agreement. Payment is strictly due thirty (30) days from date of our Invoice unless special arrangements are made. You may opt to pay by check, cash, Master Card, or Visa. New customers are required to complete a credit application or will be required to pay COD. Customer will be required to submit such financial information as Metro Fire & Safety Equipment Co., Inc. may reasonably require for determination of credit terms.

If Metro Fire & Safety has not granted credit to customer, payment terms are cash on delivery. There will be a \$50.00 cancellation charge if customer does not have required COD at the time of service and must reschedule. All COD orders totaling \$1000 or more must be paid with certified funds (certified check, money order, or cashier's check). There will be a \$35.00 service charge on all returned checks.

Metro Fire & Safety Equipment Co., Inc. may at its sole discretion at any time change the terms of customer's credit or require advance credit or payment by bank check. If Metro Fire & Safety Equipment Co., Inc. reasonably believes a customer's ability to make payments is impaired, Metro Fire & Safety Equipment Co, Inc. may cancel any order or remaining balance thereof, and customer will remain liable to pay Metro Fire & Safety Equipment Co, Inc. for products shipped or already received.

Deposits and installment payments shall be made according to the timetable set forth in the proposal. Balance on past due deposits, installments or account balances shall be subject to payment of interest at the rate of 2% per month after 30 days from initial invoice date. In the event the service of an attorney becomes necessary to secure payments of this account or to enforce the terms hereof, there shall be added to the amount due and be collectible therewith any such attorneys' fees, which in any event shall be at least 25% of any amount so due from Owner or Customer.

Metro Fire & Safety Equipment Co., Inc. reserves the right to implement a reasonable temporary surcharge to adjust for any rise in pricing structures for fuel and/or material that may be caused by natural disasters, supply shortages or any other means not directly in control of Metro Fire & Safety Equipment Co., Inc.

All Customers will be charged sales tax in addition to the above quoted price as per New Jersey State Tax laws unless a proper Tax Exempt Form has been provided.

Metro shall not be required to proceed with performance of any work while the Owner or Customer is in default under its credit terms or under this or any other Contract with Metro or upon the suspension of business on insolvency or liquidation of Owner or Customer. The Owner or Customer waives any claim for cost of cover or delays in deliveries of custom or special orders resulting from Metro's cancellation or suspension of such orders due to Owner's or Customer's default in its credit terms. Each delivery hereunder shall constitute a separate Contract and placement of this order shall be deemed Owner's or Customer's acceptance of these terms and conditions regardless of whether Owner or Customer has received an acknowledgment of this order from Metro at the time of the order. Any additional orders of the goods sold hereunder whether such order results from shortages due to Owner's or Customer's error or fault, or replacements or additions required by Owner or Customer shall constitute separate contracts for which Owner or Customer shall be obligated, and Metro may recover for each such shipment as a separate transaction without reference to this contract, or other contracts between Metro and the Owner or Customer. These terms are the sole Contract between Metro and Owner or Customer and no change of the terms hereof shall be

effected by the acknowledgment or acceptance by Metro of any purchase order or other form submitted by Owner or Customer containing additional or different terms. Course of dealing, usage of trade or course of performance shall not supplement, vary or explain these terms. The foregoing shall not affect any other conditions or agreements Metro may require Owner or Customer to sign in order to consider or permit the sale of materials or services to Owner or Customer and these terms will supplement such other conditions or agreements.

EXCEPT AS PROVIDED IN THE WARRANTY PARAGRAPHS INCLUSIVE HEREIN, AS TO ANY GOODS SOLD OR INSTALLED OR SERVICES PROVIDED, METRO MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. OWNER OR CUSTOMER ACKNOWLEDGES THAT OWNER OR CUSTOMER IS MAKING THIS PURCHASE BASED UPON OWNER'S OR CUSTOMER'S SPECIFICATIONS TO METRO OF THE GOODS REQUIRED BY OWNER OR CUSTOMER AND NOT BY REASON OF ANY STATEMENT MADE BY OR ON BEHALF OF METRO AS TO THE MERCHANTABILITY, SPECIFIC ATTRIBUTE OR OTHERWISE OF SAID GOODS.

AS TO ANY GOODS SOLD OR INSTALLED OR SERVICES PROVIDED, OWNER OR CUSTOMER RELEASES METRO FROM ANY LIABILITY HEREUNDER FOR PERSONAL INJURIES, KNOWN OR UNKNOWN, AND DAMAGE TO PROPERTY REAL OR PERSONAL CAUSED BY OR ARISING FROM THE GOODS SOLD OR SERVICES HEREUNDER AND AGREES NOT TO SUE METRO FOR MORE THAN \$1000.00 UNDER ANY THEORY OF STRICT LIABILITY IN TORT, NEGLIGENCE, CONTRACT OR OTHERWISE FOR ANY CLAIM OR DEMAND FOR PERSONAL INJURIES, BUSINESS LOSSES AND PROPERTY DAMAGE WHICH IN ANY MANNER ARISES OUT OF THE SALE, USE, APPLICATION, TRANSPORTATION OR OTHERWISE OF THE GOODS SOLD OR SERVICES HEREUNDER. THE FOREGOING DISCLAIMERS OF WARRANTY AND DISCLAIMER OF LIABILITY SHALL BE BINDING UPON THE OWNER OR CUSTOMER AND ANY SUCCESSORS IN TITLE, ASSIGNS, TRANSFEREES, AND ULTIMATE USERS.

Owner or Customer hereby indemnifies and holds Metro harmless from any and all property damages or personal injury claims, awards or judgments including all fines, penalties and attorneys' fees of any kind arising from Metro's sale and/or delivery of the goods under this Contract.

All special orders are not cancelable upon acceptance by Metro. Metro prior to acceptance of any special order may require a deposit from Owner or Customer in such amounts as Metro deems appropriate. Due to the nature of special orders and difficulty in fixing actual damages to Metro if Owner or Customer should attempt to cancel a special order the deposit shall be forfeited to Metro as liquidated damages if Owner or Customer attempts to cancel such special order after acceptance by Metro.

Metro shall not be responsible for any delays in delivering or for any consequential or special damages. In addition to the foregoing, Metro shall not be liable for, without limitation, damage to driveways, sidewalks, walkways, lawns, sprinkler systems, garden, septic systems, drain fields, shrubbery, flower beds, and any other structure, buildings, or portions thereof, as a result of on the job deliveries.

Risk of loss to all goods sold shall pass to Owner or Customer upon delivery to carrier at point of shipment whether or not Metro pays any part of the freight unless such materials are delivered by Metro's trucks, in which case, risk of loss in such materials shall remain and be in Metro and shall pass to Owner or Customer upon delivery to Owner or Customer at Owner's or Customer's destination point. If Owner or Customer requires a means of transportation other than that selected by Metro, then any extra cost incurred by reason of using other means shall be paid by Owner or Customer.

These terms and conditions shall be governed by and construed in accordance with laws of the State of New Jersey .

The Warranty

Metro Fire & Safety Equip.Co., Inc. ("Metro") warranties to you, the original owner of the building described above, that Metro will repair service interruptions or leaks from the sprinkler system installed by Metro resulting from the causes listed below for a period of one year from the date of substantial completion of the installation of the sprinkler system, or while this warranty is otherwise in effect:

1. Failure to operate
2. Failure to remain in ceiling
3. Leaks
4. Workmanship of Metro in installing the sprinkler system.

There is no dollar limit on covered repairs. Leaks caused by any services or materials other than those listed above, are not covered.

The Warranty period ends one year from the completion date of work specified in contract.

Owner's Responsibilities

1. The Owner must have Metro inspect the fire protection systems at least twice a year at the Owner's expense. The Owner must pay Metro's inspection fee or this warranty is voided. Any equipment or materials that impedes any inspection must be removed at your expense so that Metro can perform inspections.
2. The Owner must give notice in writing to Metro about the leak within 30 days after its discovery or Metro will have no responsibility for any repairs. By notifying Metro, you authorize Metro to investigate the cause of the performance failure or leak. If the investigation reveals that the performance failure or leak is not covered by this warranty, you agree to pay an investigation fee of \$500. This Warranty will be cancelled if you fail to pay this cost within 30 days of the receipt of an invoice for it.
3. You must make repairs to the building or building components not covered under this warranty that are identified by Metro during an inspection as necessary to preserve the integrity of the Metro installed sprinkler system. This warranty will be cancelled if you fail to do so in a timely manner.
4. You may make temporary repairs to minimize damage to the building or its contents in an emergency at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the Metro installed sprinkler system.

Exclusions from Coverage

This warranty does NOT cover conditions other than performance failure or leaks, and does not cover leaks caused by:

1. Lack of sprinkler system maintenance and inspection.
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados and earthquakes.
3. Damage to the sprinkler system installed by Metro due to (a) movement or cracking of the building or building structure; (b) painting of the sprinkler heads; (c) repairs, modifications, alterations or additions to the system by contractors or persons other than Metro, unless Metro has consented in writing in advance of such changes; (d) damage to external components, such as the outside standpipe; (e) excessive weight above the sprinkler system; and (f) acts of terrorism.

No representative, employee or agent of Metro has the authority to assume any additional liability or responsibility for Metro unless approved in writing by an authorized officer of Metro. Metro shall not be responsible or liable for any change or amendment to the sprinkler system specifications unless the change and/or amendment to the specification is approved in writing by an officer of Metro. Any inspections made by Metro are limited to surface inspection only, are for Metro's sole benefit, and do not constitute a waiver of any of the terms and conditions of this warranty.

Limitation of Damages

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, and of any other obligations or liability of Metro, whether any claim against it is based upon negligence, breach of warranty or any other theory. In NO event shall Metro be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including but not limited to, interior or exterior damages and/or mold growth.

The parties agree that as a condition precedent to litigation, the owner shall give notice of the claim in writing to Metro. Metro shall have 30 days to respond to the claim. If Metro fails to do so, the owner may institute suit in an appropriate state or federal court located in the State of New Jersey.