**GREEN BROTHERS FABRICATION - TERMS & CONDITIONS**

**Conditions:** Performance of this proposal assumes the Client to provide adequate prints, and or models as determined by Green Brothers Fabrication, Inc. (“Green Brothers”) for the manufacture of items described in the scope, and Green Brothers Fabrication Inc. assumes no responsibility for this work.

**Termination, Suspension, or Abandonment:** In the event of termination, suspension, or abandonment of the project, Green Brothers shall be equitably compensated for services performed. Failure of the client to make scheduled payments in accordance with this agreement shall be considered substantial, nonperformance and is sufficient cause for Green Brothers to either suspend or terminate services. Either Green Brothers or the client may terminate this agreement after giving no less than seven (7) days written notice if the other party substantially fails to perform in accordance with the terms of this agreement.

1. **COMPLETE AGREEMENT AND AMENDMENTS**

This agreement, contains the complete and final agreement between Client and Green Brothers and supersedes any prior representations, proposals, quotes, understandings, correspondence, and agreements.

1. **CHANGES**

The Client, and Green Brothers, may make changes in any one or more of the following, provided such changes are agreed to in writing:

If any such changes cause an increase or decrease in the cost, the adjustment in cost shall be agreed to in writing prior to such change being implemented, and the agreement shall be modified in writing accordingly. Any change to any term of this agreement shall not affect any other term hereof unless expressed in writing and agreed to by the parties.

1. **DELIVERY AND PAYMENT**

Time is of the essence to this agreement, and if the Client does not timely make the required payments, Green Brothers reserves the right, without liability, in addition to its other rights and remedies it may have pursuant to this agreement or arising under applicable law, to terminate this agreement by notice effective when deposited in the U.S. mail, to retain all items not yet shipped, and to proceed against the Client for all damages incurred on account of the breaches of this agreement by the Client. Interest shall accrue on all amounts not paid within 30 days of invoice or billing date at a rate of 1.5% per month.

1. **IDENTIFICATION**

Identification of the goods under Section2-501 of the Uniform Commercial Code shall occur at the moment this order is accepted by Green Brothers. Title to the goods shall pass to the Client as soon as goods are identified.

1. **ATTORNEY'S FEES**

Should any party to this agreement breach the terms hereof, it shall pay the reasonable attorney's fees and costs incurred by the other party to enforce its respective rights hereunder. The breaching party's liability for such fees and costs shall arise regardless of whether a lawsuit, arbitration, or other dispute resolving proceeding is initiated to enforce the rights hereunder.

1. **NOTICE OF INTERRUPTION**

In the event that timely performance of this agreement by Green Brothers Fabrication Inc., or any of its suppliers or subcontractors is delayed or threatened by any actual or potential event beyond the control of Green Brothers Fabrication Inc., client agrees that Green Brothers Fabrication Inc. shall not be liable for any damages, whether direct, consequential or otherwise, that the client may experience due to any such delay.

**7.** **INDEMNIFICATION**

Client agrees to defend, and indemnify Green Brothers Fabrication Inc. for all liabilities, claims and losses, including reasonable attorney's fees and court costs, arising from injury and/or damage to persons or property in any manner arising from or growing out of conduct or products of persons other than Green Brothers Fabrication Inc.