

**ADDENDUM H.K.B., INC., dba SOUTHWEST INDUSTRIAL RIGGING (SWIR or Subcontractor)  
STANDARD CRANE EQUIPMENT SUBCONTRACTOR ADDENDUM**

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**ADDENDUM H.K.B., INC., dba SOUTHWEST INDUSTRIAL RIGGING (SWIR)**

**STANDARD CRANE EQUIPMENT CONTRACT ADDENDUM**

H.K.B., INC., dba SOUTHWEST INDUSTRIAL RIGGING (SWIR or Company or Subcontractor) is a Service Provider of Cranes, Equipment, such as cranes, forklifts, or hoisting equipment along with Operating Personnel. SWIR is referred to in this contract as a Subcontractor of cranes and personnel. While SWIR is referred to as a Subcontractor, it does not provide and is not providing typical Subcontractor services such as installing materials and supplies, like a plumber, electrician or HVAC Subcontractor. SWIR leases Equipment and Personnel to Owner pursuant to the following terms and conditions which shall apply. While the agreement uses the term Subcontractor, the Parties agree the SWIR is providing only services such as Equipment along with Operating Personnel and is not providing any materials or goods for installation, or any warranties associated with the scope of work. The term "Operating Personnel" is defined as all crane operators, oilers, riggers, millwrights, helpers, technicians, mechanics or any other personnel who perform crane operations including rigging, welding, assembling, disassembling, lifting, mobilizing, demobilizing and/or maintenance work or repair work on the Equipment. For Bare Rentals/Leases, if any Operating Personnel are provided by Company along with the Equipment at Customer's request, or recommended to Customer by Company, such Operating Personnel shall be deemed employees or Borrowed Servants, and Customer shall be responsible for payment of the wages and benefits of such Operating Personnel and Borrowed Servant, which shall be included in Customer's rental invoices as part of the rental charges, even though such wages and benefits may be administered by Company.

- 1. PREVAILING TERMS.** The terms and conditions found in this Equipment Subcontractor Addendum shall apply instead of and shall prevail over, all other similar, additional or inconsistent provisions in any other contract or contract documents related to the Work, including the Prime Contract, Upper Tier Contract, Contract Documents, Master Service Agreement, the Crane Services Agreement, Equipment Rental Agreement, any Project Supplement, any Purchase Order, or any Change Order or any other agreement, issued at any time. The Subcontractor's most recent quote has pricing for the scope of work for Subcontractor. The pricing scope of work includes as a material element of the pricing Subcontractor's terms and conditions. Any change to the terms and conditions of the quote materially change the pricing and are not agreed to by Subcontractor. Any attempt to modify the pricing scope of work by eliminating the scope of work or changing the scope of work such as by deleting the quote, and prior negotiations from any subsequent contract is null and void.
- 2. PERMITS.** Owner shall, at its sole cost and expense, obtain and maintain all licenses, permits or certificates required by any applicable law and directly related to the performance of work or Work performed at a specific project or work site.
- 3. BARE RENTAL/MANNED RENTAL.** The Terms and Conditions and provisions contained herein pertain to all SWIR Rental/Lease Agreements, including both Bare and Manned Rentals/Leases. For Bare Rentals/Leases, SWIR shall provide Equipment only to Customer without any Operating Personnel (as that term is defined in paragraph 5 below) or Company employees. In the event certain Operating Personnel are recommended by Company to Customer or provided to Customer along with the Equipment at Customer's request, such Operating Personnel are deemed Borrowed Servants of Customer (as that term is defined in paragraph 6 below), and treated as employees of Customer for all purposes for the entire term of the Agreement, including for all work and services performed and to be performed in connection with use and operation of the Equipment. Such Operating Personnel are, at all times, subject to the supervision, direction and control of Customer and Customer's Lift Director (as that term is defined in paragraph 8 below), and all compensation for labor performed by such Operating Personnel, including but not limited to wages, salary, union dues and workers' compensation, is to be paid by Customer. For Manned Rentals/Leases, SWIR shall provide certain Operating Personnel to Customer along with the Equipment, for the sole purpose of performing work and services relating to the use and operation of the Equipment, and such Operating Personnel shall be deemed Borrowed Servants of Customer. For Manned Rentals/Leases, Company shall be responsible for compensation of its employees involved in the use and operation of the Equipment, however, as is the case with Bare Rentals/Leases, all Operating Personnel on Manned Rentals/Leases, shall at all times be subject to the sole supervision, direction and control of Customer and Customer's Lift Director.
- 4. OPERATING PERSONNEL.** The term "Operating Personnel" is defined as all crane operators, oilers, riggers, millwrights, helpers, technicians, mechanics or any other personnel who perform crane operations rigging, welding assembling, disassembling, lifting, mobilizing, demobilizing and/or maintenance work or repair work on the Equipment. For Bare Rentals/Leases, if any Operating Personnel are provided by Company along with the Equipment at Customer's request, or recommended to Customer by Company, such Operating Personnel shall be deemed employees or Borrowed Servants, and Customer shall be responsible for payment of the wages and benefits of such Operating Personnel and Borrowed Servant, which shall be included in Customer's rental invoices as part of the rental charges, even though such wages and benefits may be administered by Company.
- 5. BORROWED SERVANT.** All Operating Personnel who participate in the operation or use of the Equipment are deemed Borrowed Servants or employees of Customer pursuant to the Borrowed Servant Doctrine. Such personnel may not operate or

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use the Equipment without Customer's acceptance and approval and shall at all times act under Customer's sole direction, supervision and control. Further, under the Borrowed Servant Doctrine, Customer shall be fully liable for any and all loss or damage, including property damage and bodily injury or death as a result of the acts or omissions of such Borrowed Servant, in accordance with the scope and all provisions of this Agreement or any written and executed additions to this Agreement.

**6. SAFETY-LIFT DIRECTOR.** It shall be the duty of the Owner to have a person on site qualified as a "Lift Director" to give specific instructions and directions to all persons operating, maintaining, or using Equipment. Owner understands and agrees that Owner is responsible for operating the Equipment in accordance with American National Standards Institute (ANSI) and ASME including ASME B30.5 (2021) and P30.1(2019). Owner specifically agrees that the Subcontractor has absolutely no control over the Lift Director. The Lift Director has the exclusive right to supervise and control the direction and use of the Equipment and the direction of the operator. If an operator refuses to comply with a signal, direction or order for any reasons, including the operator's belief that such a signal, direction or order creates an unsafe condition, Owner agrees that such refusal does not change or alter the Lift Director's exclusive right to supervise and control the use of the Equipment and the operator. The Lift Director has the authority and responsibility to call a "STOP TO ALL OPERATIONS." The Owner further agrees that all Equipment used, and all work performed and all persons operating the Equipment, shall be solely within and in furtherance of, Owner's contractual scope of work on any given project. The Subcontractor, at times, may need to replace or substitute personnel and any such replacement or substitution shall only be with the approval of the Lift Director and the Lift Director shall have the right to control, including the right of termination for safety concerns, and the Lift Director shall be deemed to have exercised that right as to all details or operation of the Equipment and the personnel operating the Equipment.

**7. SAFETY-OPERATION AND USE OF EQUIPMENT.** Owner shall, at all times, shall direct the operation and movement of the Equipment (also referred to as load handling Equipment or "LHE") in a safe and competent fashion and shall be responsible for the actions of all those persons involved in the operation or movement of the Equipment. Owner shall, at all times, comply will all applicable local, state, federal and provincial statutes, rules, regulations and National Standards including ANSI and ASME B30.5(2021) and P30.1(2018) relating to the operation of the LHE. During use and operation of the Equipment, Owner, directly and through its agents, servants and employees, shall at all times, assume the roles and fulfill all the responsibilities of the a) Lift Director, b) Lift Planner, c) Site Supervisor d) controlling entity, e) Site Safety Officer, f) Crane User and/or LHE User, g) Signalperson, h) Rigger, and i) Spotter; as those terms are defined in 29CFR1926.1400-1444 including subpart CC (OSHA), ASME P30.1 Lift Planning and ASME B30.5 (2018). If Subcontractor supplies any lifts plans for use by the Owner and/or the Lift Director, Owner agrees that the lift plans are supplied for informational purposes only, and the Lift Director is ultimately responsible to review and approve the lift plan for use. Owner is solely responsible for gathering and providing all information used in the lift plan. Owner hereby guaranties that those agents, servants and employees assigned the roles and functions set forth above shall be, at all times, through education, training, experience, skill and physical fitness, as necessary, be competent and capable to perform the functions they are assigned. Subcontractor is not providing any signal person, Lift Director, Site Supervisor, Site Safety Supervisor, nor any rigging services unless provided in the Subcontractor's quote and scope of work.

**8. SAFETY-GROUND CONDITIONS.** Owner shall be solely responsible for the ground conditions and the installation of and the proper use of supporting materials during the use, and the placement of the Equipment for operation of the Equipment. "Ground conditions" means the ability of the ground to support the size, height, width and weight of the Equipment and all required counterweights (including slope, compaction, and firmness). "Supporting materials" means blocking, mats, cribbing, or similar supporting materials or devices. The Equipment must not be assembled or used unless ground conditions are firm, sufficiently compacted in accordance with the manufacturer of the Equipment's requirements, drained, and graded to a sufficient extent so that, in conjunction (if necessary) with the use of supporting materials, the Equipment manufacturer's specifications for adequate support and degree of level of the Equipment are met. The Owner shall ensure that ground preparations necessary to meet the requirements of this paragraph are provided, which includes, but is not limited to, the identification, communication and elimination of hazards in, around and beneath the Equipment set-up area, including below grade.

**9. SAFETY-POWER LINES.** Owner's Lift Director shall be solely responsible for ensuring that the Equipment is not, used or operated in proximity to energized power lines, wherever they are located. Owner shall contact the electric utility and arrange for all power lines in proximity of any transportation or to be de-energized. If de-energizing of power lines is not possible, then Owner will ensure that all power lines are properly insulated. Finally, at a minimum, Owner shall strictly follow all requirements found in any applicable code or regulation, in particular those found in 29 CFR 1926.1408 and 1409. Owner shall not rely upon any proximity warning device to determine whether the Equipment is maintaining a safe distance from any power lines.

**10. SAFETY-RIGGING.** Owner is required to provide any and all rigging to be used with the Equipment including, but not limited to, chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire. Owner and the Lift Director assume the responsibility for the manner, means and method of rigging, the condition of the rigging, the condition and use of any lifting lugs and hereby guaranties that those agents, servants and employees involved in the rigging of any load shall be, at all times, through education, training, experience,

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skill and physical fitness, as necessary, be competent and capable to perform the functions they are assigned. If Subcontractor supplies any rigging, then the Lift Director is responsible for inspection and approval of rigging to be used.

**11. SAFETY-LOAD CALCULATIONS AND DEVICES.** If any Equipment has been fitted with a load measuring device, the Owner hereby acknowledges and agrees that the Subcontractor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by the Equipment and Owner will not rely upon said device. Owner shall independently determine the weight of every load to be lifted by the Equipment and Owner shall independently calculate the lifting capacity of the Equipment for each and every lift and shall make the decision to proceed with any lift, based only on the expertise and judgment of the Owner and the Lift Director.

**12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, IN NO EVENT WILL SUBCONTRACTOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, INDIRECT, SPECIAL, LIQUIDATED, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE EQUIPMENT OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL ALSO APPLY TO ANY LOSS OF ANY KIND ARISING FROM AN EXERCISE OF CIVIL AUTHORITY, RESTRICTIVE GOVERNMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE DEFENSE PRODUCTION ACT, DISASTER DECLARATIONS, REGULATIONS, SLOWDOWNS, STAY IN PLACE/SHELTER AT HOME ORDERS, GOVERNMENTAL OR CIVIL SHUTDOWNS, OR SIMILAR GOVERNMENTAL REQUIREMENTS, PANDEMICS OR OTHER WIDESPREAD ILLNESS, WIND OR OTHER INCLEMENT WEATHER, PROTEST, INSURRECTION, WAR, RIOT, OR CIVIL UNREST. OWNER'S LIABILITY ON ANY CLAIM OR ANY KIND OF LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF BY OWNER SHALL IN NO CASE EXCEED THE PAYMENTS RECEIVED BY OWNER FROM OWNER FOR THE EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING MOST RECENT THREE (3) MONTHS, OR \$10,000.00, WHICHEVER IS GREATER, (HEREAFTER REFERRED TO AS "DAMAGES CAP"). OWNER SHALL NOT BE LIABLE TO OWNER, UNDER ANY CIRCUMSTANCES, WHETHER PURSUANT TO CONTRACTUAL AGREEMENT, WARRANTY (EXPRESS OR IMPLIED), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR PRODUCTS AND/OR STRICT LIABILITY) OR OTHERWISE, AND WHETHER CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR SERVICES, OR BY ANY INADEQUACY THEREOF, OR BY ANY DEFECT THEREIN, OR BY ANY ACT OF OMISSION IN CONNECTION THEREWITH, IN EXCESS OF THE DAMAGES CAP.

**13. FORCE MAJEURE.** Except as otherwise expressly set forth herein, in the event a Party shall be delayed or hindered in, or prevented from, the performance of any act required of it hereunder by reason of strike, inability to procure materials, failure of power, telecommunications or connectivity failure, exercise of civil authority, restrictive governmental laws, including, but not limited to, the Defense Production Act, disaster declarations, regulations, slowdowns, stay in place orders/shelter at home orders, governmental shutdowns or similar governmental requirements, riot, insurrection, war, civil unrest, protests, wind or other inclement weather, act of God, pandemic, epidemic or other widespread illness, viral slowdowns/issues, or other event outside the reasonable control of that Party (each such cause or event being hereinafter referred to as a "Force Majeure"), then performance of such acts will be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. Any time a Party is experiencing a Force Majeure that is expected to result in a significant failure or delay, that Party will endeavor to give notice to the other party describing the Force Majeure and the nature of the failure or delay and giving an estimate as to how long the delay will last. A Party claiming an excusable delay or failure under this paragraph shall use reasonable efforts to alleviate or overcome the Force Majeure as soon as practicable. A Force Majeure event shall not excuse the Owner from payment of the rental rate as originally agreed upon including any Operator wages and benefits. If this agreement is cancelled or terminated early due to Force Majeure, then Owner shall pay an additional two (2) months' rent as a cancellation fee.

**14. CHOICE OF LAW; VENUE.** This Agreement will be construed and governed by the laws of the state of Arizona without regard to the choice of law principles thereof. The venue for all disputes among and between the Parties concerning the validity, construction, or effect of this Agreement, or the rights and obligations created hereunder, shall be the County where the work is being performed, or Maricopa County, Arizona.

**15. ASSUMPTION AND RELEASE.** The Owner assumes all of the risks associated with the performance of any and all work occurring under or arising out of this Agreement. This includes, but is not limited to, any risks, claims, suits, or causes of action that may arise from negligence or carelessness on the part of the Owner, Lift Director or the Owner's agents, servants or employees, independent contractors or anyone else. Further, the Owner waives, releases and discharges the Subcontractor and its agents, servants or employees, from any and all liability, including but not limited to, liability arising from any and all negligence or fault, for any death, disability, personal injury, property damage, or actions of any kind which may hereafter occur or arise out of the performance of any and all work under, or arising out of this Agreement.

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**16. CHANGE IN CONDITIONS.** Any changes to the condition of the site or work from the time of the proposal to the time when Subcontractor starts the work shall be the responsibility of the Owner. Owner shall immediately notify Subcontractor by email of any changes not previously disclosed regarding the set-up or site conditions. In the event of an increase in the work, the contract price shall be increased by a fair and reasonable valuation based upon the original contract rates. Furthermore, Owner shall provide access to the job site so that Owner, can mobilize or demobilize its Equipment. If either an increase or decrease in work occurs as a result of change in conditions, or the inability to access the work site, Owner shall provide an extra work notification to Subcontractor to cover the additional costs. Signing a daily work ticket, Work Order, or time sheet is an extra work notification & serves as authorization of overtime pay and additional costs that are payable to Subcontractor.

**17. INDEMNITY.** It is the parties' intent that this contract complies with all applicable laws including each states laws where the work is being performed and to the fullest extent permitted by each state's laws, the parties agree to the Reciprocal, Joint and Mutual indemnity provided in this paragraph. In accordance with Section 1 of this Addendum, this Section supersedes any other contract provision involving or dealing with Indemnity.

Owner agrees to indemnify and save Subcontractor, its employees and agents, harmless from claims for death or injury to persons, including Subcontractor's employees, of loss, damage or injury to property, including the equipment, but only to the extent caused by the Owner's negligence. Subcontractor's duty to indemnify hereunder shall include costs and expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Owner shall not be required to indemnify Subcontractor, or Subcontractor's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons, or damage to property, proximately caused by or resulting from the negligence of Subcontractor or Subcontractor's independent contractors, agents, employees, or indemnitees.

Subcontractor agrees to indemnify and save Owner, its employees and agents, harmless from claims for death or injury to persons, including Owner's employees, of loss, damage or injury to property, including any equipment, but only to the extent caused by the Subcontractor's negligence. Subcontractor's duty to indemnify hereunder shall include costs and expenses arising out of claims specified herein, including and all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Subcontractor shall not be required to indemnify Owner or Owner's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons, or damage to property, proximately caused by or resulting from the negligence of Owner or Owner's independent contractors, agents, employees, or indemnitees.

The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Owner or Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Subcontractor's and Owner's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Subcontractor or for the Owner shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

**18. INSURANCE** Parties understand and agree that a safe workplace with no accidents is the goal of both Parties. However, in the event of an accident or incident, the Parties agree to each pay their fair share of damages based on their pro-rata share of liability. In accordance with Section 1 of this Addendum, this Section supersedes any other contract provision involving or dealing with Insurance.

**ARIZONA INSURANCE-- To the fullest extent permitted by Arizona law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the**

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inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Lessor; f) for all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g) Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage to Lessor: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09, except that for any work regarding a dwelling as defined by §12-1361, Lessee shall only use additional insured endorsements that are in compliance with §32-1159.01; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i) Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete scope of work, including all services, advice, recommendations, plans or specifications provided; j) Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k) Lessee shall name Lessor as a Primary Loss Payee on all insurance policies, l) Lessee shall provide all insurance certificates to Lessor when requested by Lessor and prior to start of work by Lessor; m) all of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n) all Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o) all Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p) all Lessee's policies must remove the "employer's liability exclusion" for all additional insureds and, additionally, all Lessee's policies must remove any Professional Services liability exclusion based upon any definition of Professional Services using a definition of having a "license, advanced degree or certification" as part of the definition for Professional Services, and any exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Crane Operations or Crane Usage; and q) all Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. In the event of loss, proceeds of property damage insurance on the Equipment shall be first made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement. LESSOR SHALL BE CERTIFICATE HOLDER, LOSS PAYEE AND ADDITIONAL INSURED.

19. No retention of any revenue is permitted.

20. In accordance with Section 1 of this Addendum Owner shall pay subcontractor within 30 days of the date of invoice. Paid when paid is not permitted under this Owner notwithstanding any other language in any agreement.

21. OCIP-CCIP-Owner Controlled Programs – Subcontractor is not responsible for providing any on-site insurance coverage when an OCIP-CCIP-Owner Controlled Program is in place.

22. **TERMS AND CONDITIONS PREVAIL.** IT IS THE INTENTION OF THE PARTIES THAT THESE TERMS AND CONDITIONS OF CONTRACT SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER, BILL OF LADING, OWNER CONTRACT, PRIME CONTRACT, OR UPPER TIER CONTRACT ISSUED AT ANY TIME RELATING TO ANY BID OR QUOTE. THE TERM BID OR QUOTE INCLUDES ANY DOCUMENT ENTITLED PROPOSAL. CUSTOMER SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITION OF CONTRACT HEREIN, AND TO HAVE ENTERED INTO THIS CONTRACT WITH SUPPLIER. IF CUSTOMER REQUESTS SUPPLIER TO PERFORM ANY SCOPE OF WORK OR REQUESTS ACCEPTANCE OF GOODS AT WAREHOUSE, AFTER THE CUSTOMER'S RECEIPT OF THE QUOTE, BID, PROPOSAL OR THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL BE DEEMED EXECUTED AND BINDING. IF CUSTOMER CONTACTS, CALLS OR TENDERS GOODS TO SUPPLIER AND REQUESTS CUSTOMER TO SUPPLY EQUIPMENT OR OPERATING PERSONNEL OR ACCEPTANCE OF GOODS, THEN CUSTOMER AGREES TO ALL TERMS AND CONDITIONS TO THE QUOTE OR PROPOSAL AS WELL AS THESE TERMS AND CONDITIONS.