1. Scope of Services. During the term of the signed agreement, Client may call upon Bureau Veritas National Elevator Inspection Services, Inc. ("BVNEIS") to perform specific inspection work and/or third-party witness inspection work as determined from the scope of services to be defined per project in accordance with the signed agreement. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth herein.

2. Definitions. If BVNEIS is performing this agreement as an inspector, then BVNEIS depending on the specific scope of work and the type of equipment may perform inspections to ensure compliance with local jurisdictional rules or nationally recognized standards on the design, and safety of equipment; general maintenance procedures and the basic operation of the elevators, escalators, moving walkways and other conveyances that are described in the scope of work. If BVNEIS is operating as a Third-Party Witness, then BVNEIS in compliance with local jurisdictional rules will witness the required safety tests that are performed by an elevator service provider. BVNEIS does not actually conduct or coordinate the safety tests. BVNEIS’ sole responsibility is to witness and ensure that results of the tests performed by the elevator maintenance provider performs the required safety tests is in compliance with appropriate rules and that all tests are completed in a professional manner in accordance with generally accepted guidelines. BVNEIS will upon request, assist the Client in the processing and filing of the required documentation to the appropriate agencies. In no event, whether operating as an Inspector or Third-Party Witness, should the services of BVNEIS be confused with that of a mechanic or other repair personnel. BVNEIS is not responsible for the repair and/or maintenance of any of the devices that are inspected. BVNEIS does not have any ownership, control or responsibility to ensure that any required maintenance, recommendations or suggestions are implemented.

3. Term. The term of the agreement shall be for three (3) years from the date of signing the written agreement, and shall renew for successive one (1) year periods unless terminated by written notice to the other party at least thirty (30) days prior to the annual renewal date, however, in the event that the signed written agreement conflicts with this paragraph, the signed written agreement shall take precedence. As an added benefit to the Client entering into a multi-year agreement BVNEIS will fix its annual fee increase to three (3) percent.

4. Compensation. Client shall pay, and BVNEIS shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

5. Terms of Payment. BVNEIS shall invoice Client and Client shall pay to BVNEIS for its consulting services as follows:

   (a) Fees and all other charges will be billed to Client monthly.

   (b) Fees shall be paid by Client within ten (10) days of being invoiced by BVNEIS. If the invoice is not paid within such period, Client shall be charged a late fee equal to ten (10)
percent of the unpaid invoice, which will provide the Client an additional thirty (30) days from the original due date to pay the invoice, after this one-time extension Client shall be liable to BVNEIS for interest charges at the rate of the lower of eighteen (18) percent per annum or the maximum interest rate allowed by law, which will start to accrue starting on the fortieth (40) day of being invoice by BVNEIS.

(c) If Client fails to pay any invoice fully within ten (10) days after invoice date, BVNEIS may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNEIS to Client. Notwithstanding any such termination of services, Client shall pay BVNEIS for all services rendered by BVNEIS up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNEIS. Client shall reimburse BVNEIS for all costs and expenses of collection, including reasonable attorney’s fees.

6. **Coordination, Filing and Fees.** BVNEIS, at its sole discretion, as a courtesy to Client may assist and/or provide inspection filing services to the Client for required elevator inspection reports, however Client understands that time-is-of-the-essence and that the Client is solely responsible, and in a position to control, and ensure that all required signatures, forms and information are completed and received by BVNEIS, Governmental Agencies, Elevator Maintenance/Testing Companies or any other third-parties in a timely manner, as a result BVNEIS cannot and will not be held responsible for any fees, penalties or late charges that may be assessed as a result of any delays and/or failures by the Client, the Elevator Maintenance/Testing Company or any other third-party.

7. **Relationship of Parties.** BVNEIS is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNEIS’ employees. BVNEIS shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNEIS be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNEIS has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNEIS nor any of its employees are employees of Client. BVNEIS agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

8. **Standard of Care.** BVNEIS REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNEIS’ PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNEIS HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNEIS PURSUANT TO THIS AGREEMENT.

9. **Indemnity.** Client shall defend, indemnify and hold harmless BVNEIS, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful
misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNEIS for which BVNEIS is not expressly responsible; iii) brought on behalf of any third-party, or iv) the expressed responsibility of the Client under this Agreement.

10. Limitation of Liability. The inspections described in BVNEIS’ scope and proposals are provided only to Client. It is understood that Client shall be free to adopt or reject, in whole or in part, any information given by BVNEIS as the result of the inspections performed. No undertaking by BVNEIS pursuant to the agreement shall be construed to create a basis for reliance by any employee of Client or by any third person on the safety of any equipment, method or process used or employed within Client’s premises. BVNEIS’ liability for its negligent professional acts, errors and omissions shall be limited to the value of fee received from Client for the services provided pursuant to the agreement.

11. Insurance: BVNEIS, at BVNEIS’ own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best’s rating of no less than A:VII:

a. **Workers’ Compensation Coverage:** BVNEIS shall maintain Workers’ Compensation and Employer’s Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers’ Compensation policies will be sent to the Client in accordance with the policy provisions.

b. **General Liability Coverage:** BVNEIS shall maintain Commercial General Liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

c. **Automobile Liability Coverage:** BVNEIS shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNEIS employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit for each occurrence.

d. **Professional Liability Coverage:** BVNEIS shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNEIS’ services under this Agreement. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis.

Upon execution of the contract, Client and other required parties are automatically named as additional insureds under BVNEIS’ Commercial General Liability policy and Automobile Liability policy. The Client and additional insureds agree that providing such insurance shall in no way be construed as an assumption by BVNEIS of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or additional insureds.

12. Consequential and Punitive Damages. Neither BVNEIS nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No
punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. **Cause of Action.** If Client makes a claim against BVNEIS, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney’s fees incurred by BVNEIS in defending the claim. Any cause of action brought against BVNEIS shall be brought within one (1) year of the work or services performed under the agreement.

14. **Compliance with Laws.** BVNEIS shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services provided.

15. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, the agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under the agreement, (collectively “Disputes”) shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to the agreement for mediation of any dispute, Client and BVNEIS shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNEIS within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

16. **Waivers.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. Each party waives its right to a jury trial in any court action arising between the parties, whether under the agreement or otherwise related to the work being performed under the agreement.

17. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

18. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served
personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client: __________________________________________________

____________________________________________________________

If to Bureau Veritas: Bureau Veritas National Elevator
                      Inspection Services, Inc.
                      11973 Westline Industrial Drive, Suite 100
                      St. Louis, MO 63146

With cc to: Bureau Veritas
           Attention: Legal Department
           1601 Sawgrass Corporate Parkway, Suite 400
           Fort Lauderdale, FL 33323

19. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the services; nor should either party use such confidential information, except in connection with the Work, the performance of the services or as authorized by the other party in writing. Regardless of the term of the agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNEIS shall be permitted to use Client's name and logos in BVNEIS' marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNEIS is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNEIS' written consent.

20. **Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNEIS. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNEIS that any such person or entity, other than Client or BVNEIS, receiving services or benefits under the agreement shall be deemed an incidental beneficiary.

21. **Conflict.** In the event that these Online Standard Terms and Conditions conflict with the terms and conditions of any other signed written agreement, then these Online Standard Terms and Conditions shall govern and control over any such conflicts.
22. **Miscellaneous.** The invalidity or unenforceability of any portion(s) or provision(s) of these Online Standard Terms and Conditions shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed and the balance of the Online Standard Terms and Conditions shall be construed and enforced as if they did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. The Online Standard Terms and Conditions stated herein, along with the signed agreement, constitute the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any services shall have no force or effect and shall be superseded by the Online Standard Terms and Conditions herein. These Online Standard Terms and Conditions shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.