



ROMTEC

Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Intrenchment Creek Park
Location: Atlanta, GA
Customer: DeKalb County Recreation, Parks & Cultural Affairs
Date: April 10, 2026



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is **1-2 months**. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by **TBD (Q1 2027)**. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than **May 2026**
 - b. Any relevant Romtec submittal document(s) approved no later than **90 days after purchase**
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than **90 days after submittal approval & notice to proceed on production**
 - d. Romtec site delivery/mobilization to begin no later than **TBD (Q1 2027)**

Note: All site prep activities must be completed (by others) before Romtec can schedule mobilization of the install crew. Any changes to the schedule caused by others or outside of Romtec's control will result in price changes. Any delay to mobilization requires rescheduling based on the availability of Romtec's install crew. Romtec's install crew does not remain on standby during delays caused by others.

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The approving authority must perform a walk through and sign off immediately upon completion of Romtec's installation scope. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
 2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.

6. **Site Utilities.** Site utilities (as applicable, electrical, water, gas, and sewer) must be in place and operational prior to Romtec's mobilization to the site unless otherwise stated herein.
7. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage NOT required
 2. Payment & Performance Bond NOT required.
 3. No Skilled and Trained Workforce compliance is included.
 4. No Project Labor Agreement compliance is included.
 5. Georgia Contractor's License required.
 6. County of DeKalb Business License required.

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set and requests Notice to Proceed on Production
 - a. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec's standard electronic format (and no other, see Section 4.5.6 below). The full plans are for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

6. The local building department approves the revised Romtec plans
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
 - a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
 - b. Romtec Installer completes installation.
 - c. Romtec's warranty period begins.

2. Structure

The Romtec building package has been quoted with the specific products and colors noted below. Any changes to these selections may result in a price change.

1. Single-Slope Pavilion
 - a. Posts: Steel, powder coated **black**.
2. Roof System
 - a. Glulam beams
 - i. Ceiling Finish: 2x6 tongue and groove decking.
 - b. Roofing Finish: Metal Panels
 - i. Fabral, 26-gauge, Horizon 16, standing seam.
 - ii. Color selected by **owner** from the manufacturer's standard color chart.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 1. Equipment for excavation of foundation and slab.
 2. Installation of forming material for foundation and slab.
 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 4. Backfill of Romtec underground utilities.
 5. Placement of rebar.
 6. Pouring of foundation slab.
- ii. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- iii. Interior Finish
 1. Sealing of all exposed wood
- iv. Completion of all applicable building inspections related to Romtec's installation
- v. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. Soil Disposal

Romtec is not disposing of any soils from the site.

3. Surveying and Staking

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Site Concrete and Landscaping (All Structures)

1. Sidewalks and Sidewalk Approaches

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. Landscaping

Romtec is excluding the supply and installation of any landscaping.

3. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:
 1. All Permits related to construction and installation of Romtec Building
 2. Bonding (unless otherwise stated)
 3. Storm water and/or pollution prevention plans
 4. Erosion control plans
 5. Site specific safety plans
 6. Site specific protection plans
 7. Tree protection plans
 8. Site preparation per geotechnical report
 9. Backfill required for all structures
 10. Additional licenses except for a City Business License, if required
 11. Special inspection services
 12. Rock excavation
 13. Demolition of existing structures
 14. Removal of excavated materials
 15. Site grading or asphalt paving
 16. Gutters and downspouts
 17. Landscaping
 18. Site plans
 19. Sidewalks
 20. Construction mock-ups
 21. Construction fencing
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Unless otherwise stated, Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.
 1. Roof Snow Load: 25 psf
 2. IBC Seismic Design Category: C
 3. Design Wind Speed: 110 mph
 4. Allowable Soil Bearing: 1500 psf
 5. Occupancy Type: U
 6. Type: VB
5. Romtec does not provide LEED/CALGreen or similar compliance submittals, forms, or documentation as a standard service. Romtec can assist in providing information for products that may meet LEED/Green compliance standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED/CALGreen or similar

standards. Any changes due to compliance requirements may result in a price change and increased lead time.

6. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.
7. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with the plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

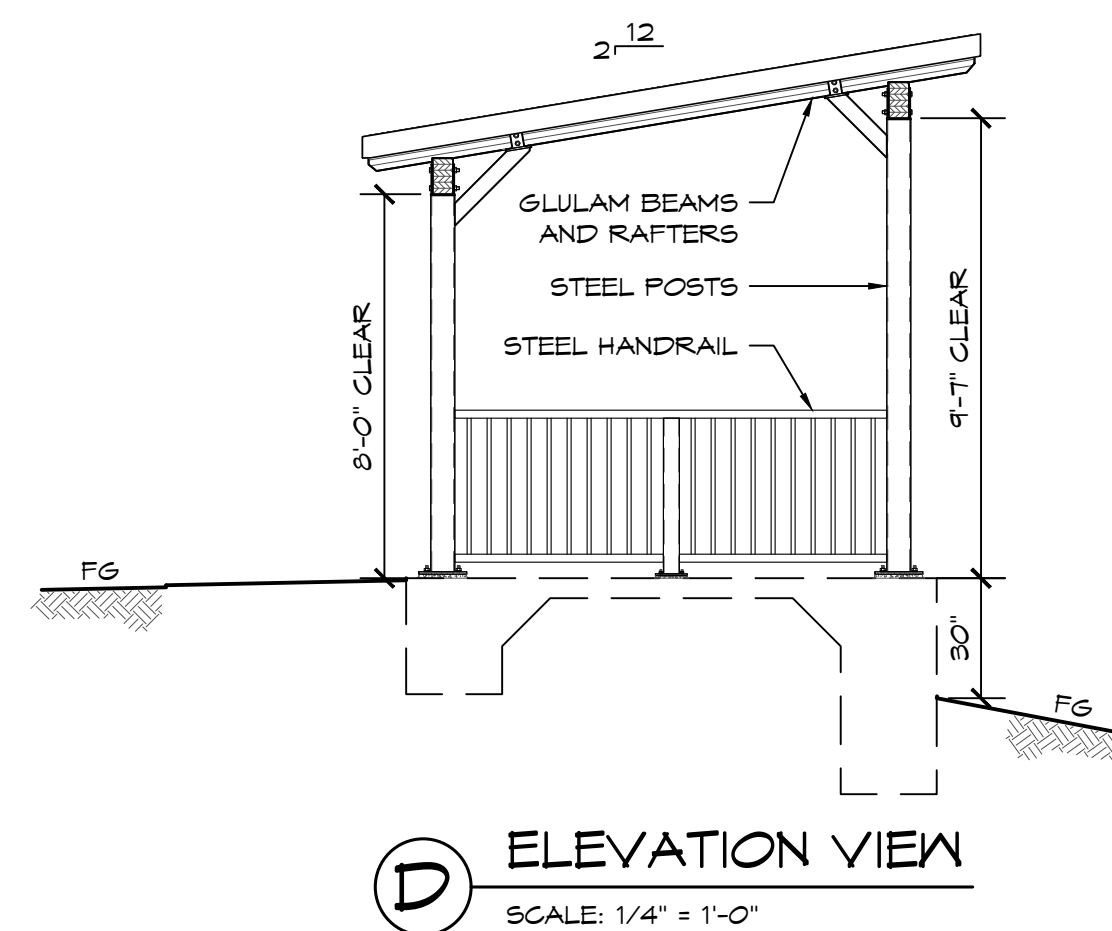
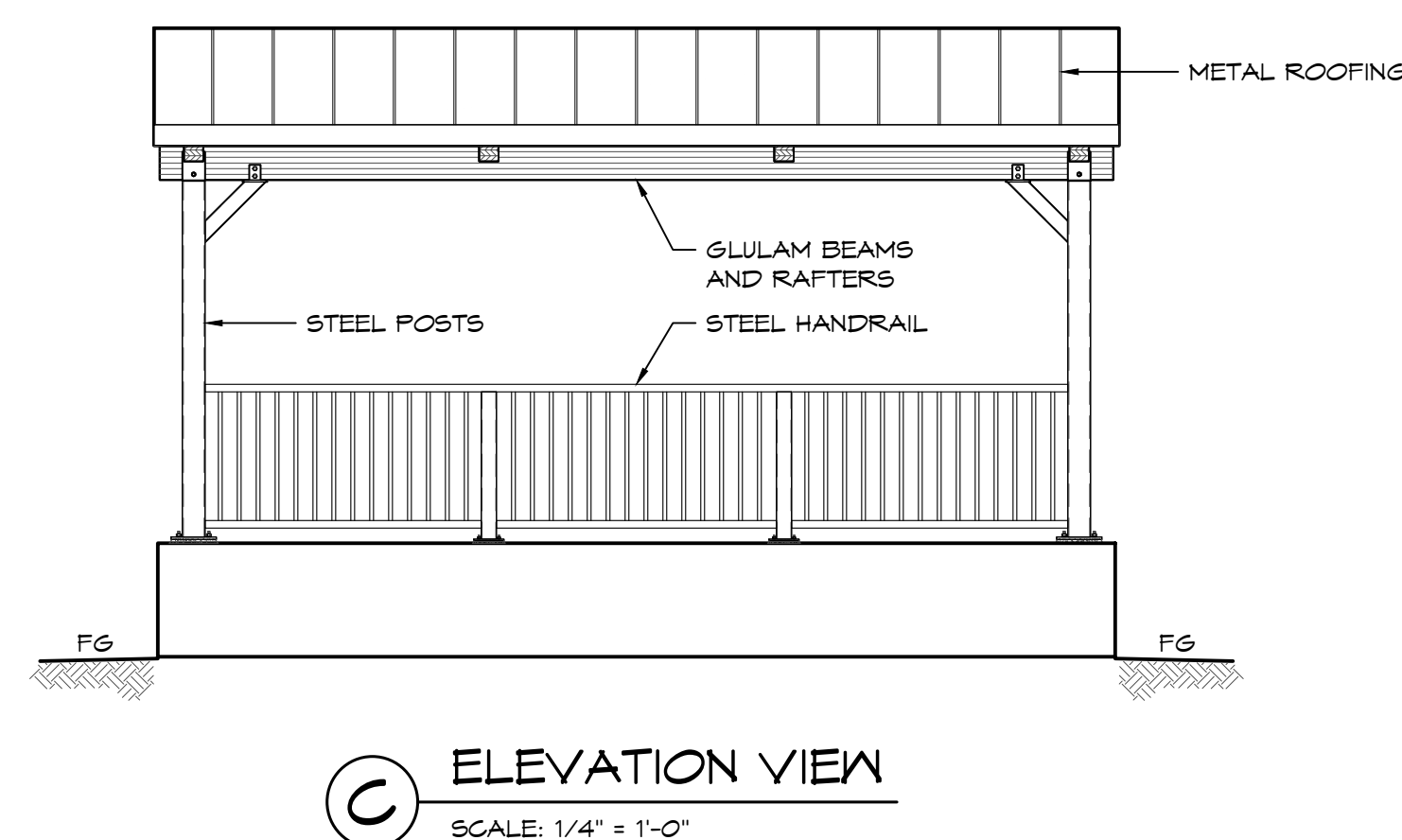
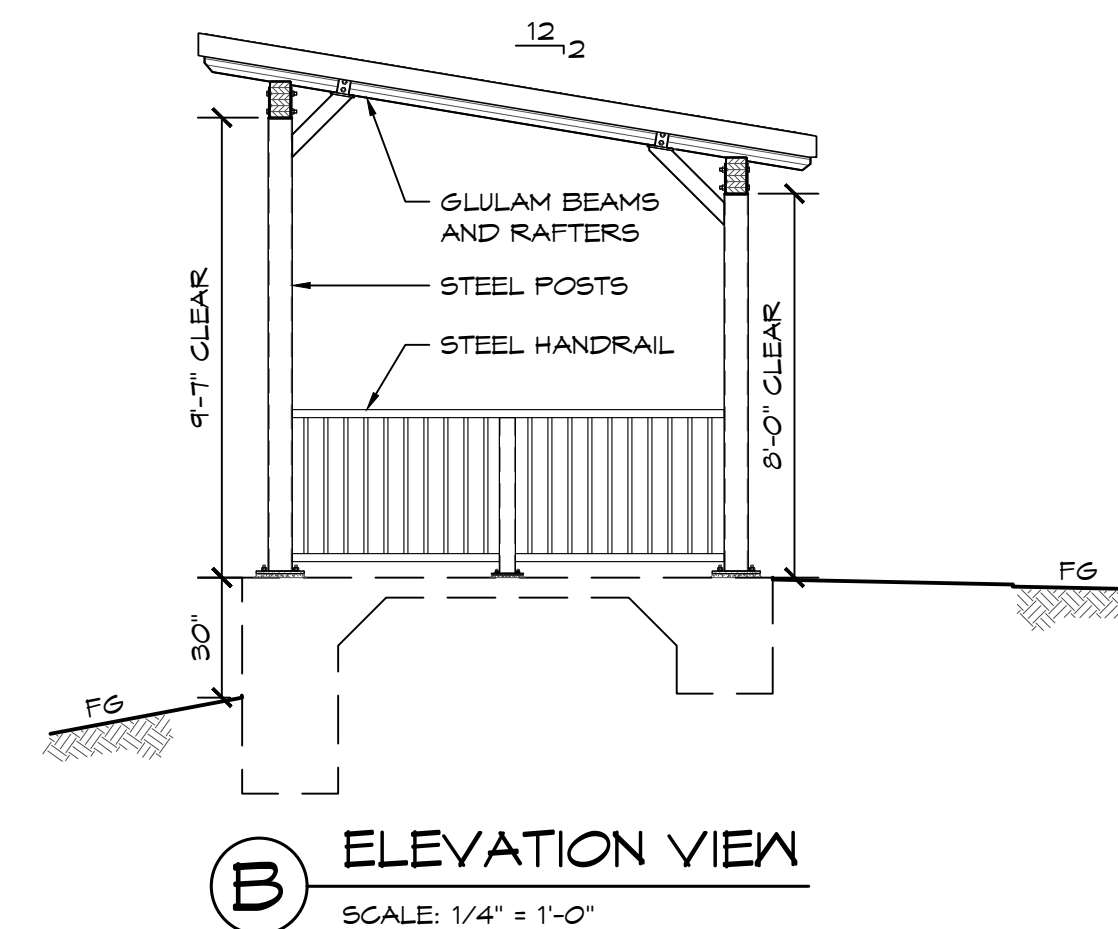
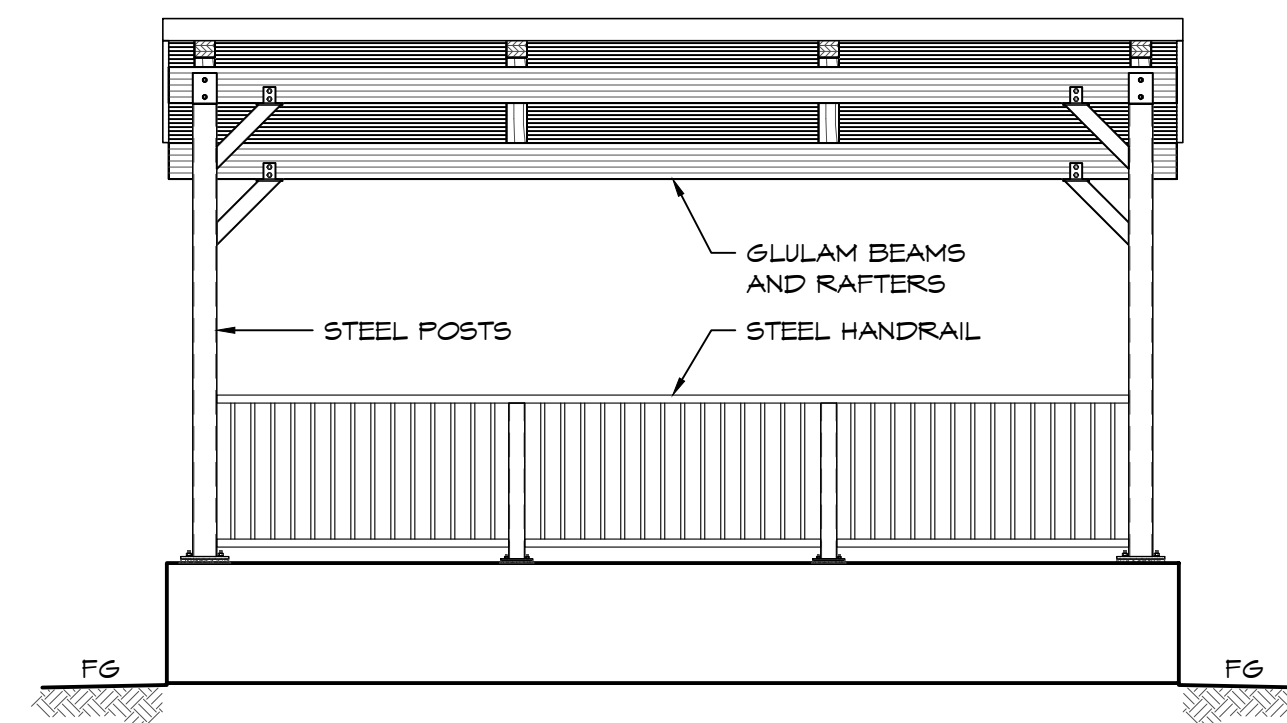
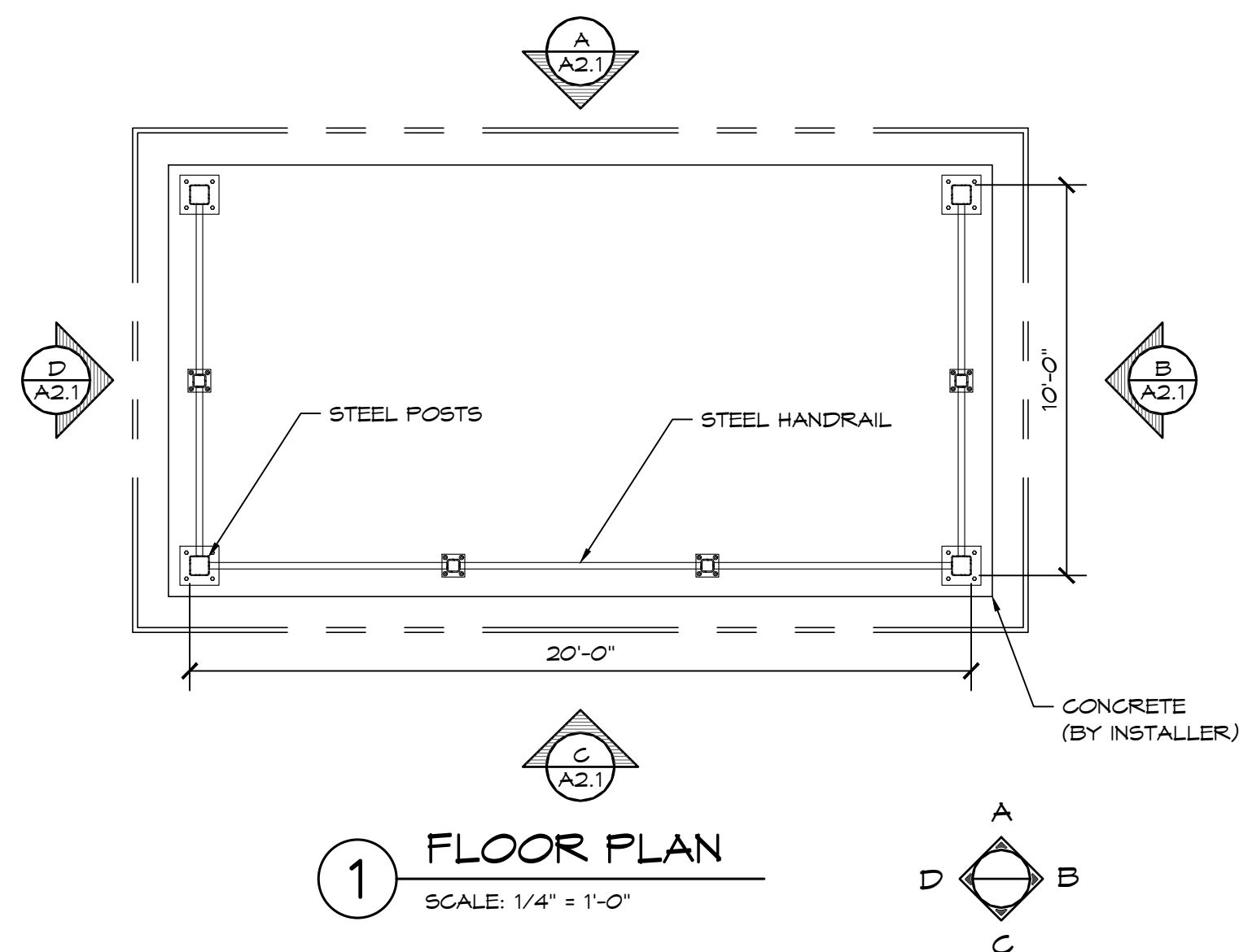
1. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



PURCHASE AGREEMENT

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18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Proposal Date

7/29/2026

Intrenchment Creek Park Viewing Platform

Customer: DeKalb County
Caleb Wittenmyer
3681 Chesnut Street
Scottdale, GA 30079



Quantity	Building Proposal Description	Extended Price
1	Romtec Viewing Platform Pavilion (3021 w/Options) - "Design & Supply ONLY" per Romtec Drawings and Scope of Supply & Services dated 4/10/2026	\$ 90,885.00
Sourcewell DISCOUNT: Available only to members of Sourcewell.		9.00% \$ (8,180.00)
Freight/Packaging to: Atlanta, GA		\$ 14,799.00
ROMTEC INC. SUPPLY SUBTOTAL		\$ 97,504.00

Romtec Viewing Platform Pavilion - "Fabrication & Installation" per Romtec Drawings and Scope of Supply & Services dated 4/10/2026	\$ 61,523.00
Bonding	\$ 3,200.00
ROMTEC INC. INSTALL WORK SUBTOTAL	\$ 64,723.00

ROMTEC INC. PURCHASE ORDER TOTAL	\$ 162,227.00
Contingency Pricing	\$ 16,223.00
NOT TO EXCEED ROMTEC INC. PURCHASE ORDER TOTAL	\$ 178,450.00

***Sales or Use Tax is not included in the above price. Sales or Use taxes may be required for your project depending on state and local requirements.**

*The price above is valid for thirty (30) days from the proposal date. If the Customer has not returned the signed Purchase Agreement within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*The price above requires that the customer release the order for production within ninety (90) days of the proposal date. If, for any reason, Romtec, Inc. has not received formal Notice to Proceed with Production within ninety (90) days of the proposal date, Romtec, Inc. reserves the right to update the price to include inflationary cost changes.

*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times. The price above is contingent on the use of this Purchase Agreement only. Any proposed modifications to the terms or use of an external purchase agreement may result in a price increase. Signing this form is explicit acceptance of the Terms & Conditions.

Customer/Owner Authorized Signature

Date

Romtec Inc. Authorized Signature

Date

Customer/Owner Printed Name

Romtec Inc. Printed Name



Turnkey Purchase Agreement Terms & Conditions

Rev. Date: 1/5/2026

Credit, Invoicing, and Payment

1. For all purchases whereby Romtec's customer (Customer) is not pre-paying one-hundred percent (100%) of the total contract value, Romtec, Inc. (Romtec) will provide a Schedule of Values for the project based on the available project info, including but not limited to the Customer's credit report, any applicable bond info provided by the Customer, and the mutually agreed project schedule. Customer agrees to promptly provide project info upon Romtec's request, including but not limited to the Customer's legal info and billing address with accounts payable contact info, the project site address(es), and a copy of any applicable payment bond(s).
2. Customer may submit payments via check, wire transfer, or credit card (Visa, MasterCard, Discover or American Express). A separate fee will be charged for payments exceeding \$20,000 made by credit card.
3. For all purchases whereby the Customer is not pre-paying one-hundred percent (100%) of the total contract value, Romtec is effectively extending credit terms to the Customer by providing the Schedule of Values. Romtec reserves the right to modify the Schedule of Values based on changes to the customer's credit info, bond info, failure by the Customer to pay as agreed, or any other relevant info in Romtec's sole discretion.
4. Unless otherwise specifically included in the Romtec Purchase Agreement, tax amounts for sales, use, consumption, value added, or other goods/services related taxation is not included in the purchase price. Sales tax for goods is assessed at the time of delivery, so any sales tax amount included in the purchase price and/or Schedule of Values is an estimate only until the time of delivery.
5. Notwithstanding any external agreements between Customer and a project owner (Owner) or other entity, Customer's payment(s) to Romtec are not conditional upon Customer receiving payment from any other entity or per any external terms. Romtec may in its sole discretion coordinate the Schedule of Values to accommodate Customer payment preferences or Customer's external obligations, but no external terms shall affect the agreed Schedule of Values, payment terms, purchase agreement terms & conditions, or any other aspect of the purchase agreement unless explicitly agreed in writing by both Customer and Romtec.
6. Unless otherwise specifically agreed in the Schedule of Values or in writing, Customer payments to Romtec are due Net 30 of invoice date.
7. If the Customer fails to make timely payment(s) as agreed, past due amounts shall bear interest and Customer agrees to pay interest at the rate of fifteen percent (15%) per annum, or the highest rate allowed under applicable law, with interest accruing beginning at the original payment due date. Romtec may also require pre-payment of any remaining payment milestones as a condition of Romtec's continued performance.
8. For all Customer accounts that are fifteen (15) days or more past due, Romtec may in its sole discretion withhold performance of Romtec's obligations under the purchase agreement until the Customer's account is fully paid and in good standing. Notwithstanding any terms herein, the Romtec warranty period will not be affected or tolled.
9. If the Customer fails to pay as agreed for any reason, the Customer shall be liable to pay Romtec upon demand for any costs, expenses, and damages of any kind incurred in Romtec's pursuit of collecting payment, including but not limited to attorney fees, regardless of whether formal litigation is commenced.

Warranty

10. Romtec's standard warranty terms can be reviewed at the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>
11. Romtec reserves the right to update its standard warranty terms at any time. The most current terms of the Romtec warranty at the date of purchase agreement execution will remain in effect for that agreement.
12. Notwithstanding any other terms herein, any modification of the standard Romtec warranty that is explicitly included in the purchase agreement documents shall supersede the standard Romtec warranty terms. For example, if Romtec agrees to include an extended warranty period, the agreed warranty period will be as defined in the purchase agreement documents.

13. Unless another specific time period is agreed in writing, the Romtec warranty period begins upon Romtec's completion of installation work and demobilization from the project site.
14. In the event that for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization for installation work, Romtec may, in Romtec's sole discretion, agree to delay the warranty start date for the delivered goods for up to six (6) months from the delivery date. The Customer (or Customer's receiving agent) remains responsible for protection and preservation of delivered goods while the goods are not in Romtec's possession.
15. In Romtec's sole discretion, any request or requirement for Romtec to begin its warranty on delivered goods that Romtec has been prevented from installing later than six (6) months from delivery of the Romtec goods (other than a delay caused by Romtec) may result in a change order for the extended warranty period.

Changes, Delays, and Termination

16. Customer may request change(s) to Romtec's scope of work at any time, and Romtec will respond to the Customer's request within a reasonable time to confirm whether the changes are feasible. If the requested change(s) are feasible, Romtec will provide a proposed change order for Customer's review that includes a description of the change(s) and the pricing for the change(s). If the Customer agrees with the change order, they shall sign and return the change order to confirm. If the Customer does not agree to the change order, they shall explicitly reject the change in writing, and Romtec will not proceed with the change order work or related price adjustment.
17. Unless otherwise agreed in writing, Romtec's change order pricing is valid for 30 days from the CO date shown on Romtec's proposed change order. If the Customer has not formally accepted the change order before the 30-day expiration, Romtec may update the change order pricing at any time thereafter in its sole discretion.
18. From time to time, Romtec may receive comments/markups on the Romtec preliminary submittal, full plan set, or construction submittals from various reviewers and authorities. If these comments/markups require Romtec to make changes that affect the price or project schedule, Romtec will provide a proposed change order and proceed in the same manner as described above.
19. Time is of the essence of this purchase agreement for performance by both Romtec and the Customer.
20. Customer agrees that the project schedule will be adjusted as needed for any changes.
21. For any delay to the agreed project schedule that is not caused by Romtec or under Romtec's control, Romtec shall not be liable for any incurred costs nor liable for any affect on the project schedule, and the Customer agrees to accept and pay for a corresponding price change and project schedule adjustment, or else the Customer may terminate the purchase agreement for its convenience per the applicable terms herein. Furthermore, if such delay not caused by Romtec impedes Romtec's progress such that Romtec cannot complete the work within 6 months of the agreed time, Romtec may in its sole discretion invoice the customer for all work completed up to the invoice date, and Customer agrees to pay such invoice within a reasonable time, notwithstanding any separate agreed Schedule of Values or conflict to these terms therein.
22. In the event that Romtec is responsible for a delay to the agreed project schedule, Romtec will make commercially reasonable efforts to mitigate the delay. Romtec is not liable for any damages of any kind to the Customer, Owner, or any other party in event of a delay by Romtec unless specific types and amounts of damages are explicitly agreed in writing by Romtec. Customer agrees to accept any required schedule change because of a delay, or else the Customer may terminate the agreement for its Convenience per the terms defined herein.
23. In the event of any other default or breach of this agreement by Romtec that is not cured by Romtec within a reasonable time, Customer's sole remedy shall be to terminate the agreement per the terms defined herein.
24. Unless alternate termination terms are explicitly approved by Romtec in writing, in the event of termination of the purchase agreement by the Customer for any reason, Romtec shall cease work as quickly as commercially reasonable and attempt to mitigate costs of termination to the extent commercially reasonable. Upon termination for any reason, Customer shall pay Romtec a termination fee per the following fee schedule.

- a. Termination prior to Customer formally approving the Romtec preliminary submittal (SSDIS): 30% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
 - b. Termination prior to Customer formally releasing Romtec to begin production of the order, but after formally approving the preliminary submittal: 75% of supply portion of the contract value plus 25% of the installation portion of the contract value.
 - c. Termination after Customer formally releases Romtec to begin production of the order, but prior to Romtec's mobilization for installation work: 100% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
 - d. Termination after Romtec has mobilized for installation work: 100% of the supply portion of the contract value plus payment for any installation work completed prior the termination, payment for any installation materials procured prior to the termination, and payment for Romtec' demobilization and administrative costs.
 - e. In any case, the total payment due for termination shall not exceed the total agreed purchase price, inclusive of any agreed change orders.
25. Any other agreed termination terms notwithstanding, in any event the Customer shall pay Romtec upon request no less than the amount due for work completed prior to any termination.

Project Schedule

26. If a project schedule is included in the purchase agreement documents, then any changes to that project schedule must be agreed in writing by both Romtec and the Customer.
27. If a project schedule is not included in the purchase agreement, then no specific performance times by Romtec are guaranteed, and the Customer and Romtec shall establish a mutually agreed project schedule at their earliest convenience.
28. Romtec has no control over the timing of review and approval of any Romtec submittal(s) by the reviewing authority, and Romtec shall not be liable for any delay, interim cost increases, or damages caused by a reviewing authority's time to review and approve Romtec's submittal(s).
29. Romtec cannot provide firm production or delivery lead times until at minimum two (2) weeks after the Customer formally releases Romtec to begin production of the order.
30. If Romtec's installation work is delayed or suspended for any reason beyond Romtec's control, and Romtec agrees to adjust the project schedule, the project schedule shall be adjusted in accordance with the availability of Romtec's installation crew(s).

Shipping and Handling

31. For goods that Romtec will deliver to Romtec's installer at the final installation site, Romtec will remain responsible for all goods while the goods are in Romtec's possession. If for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization to the site, Romtec will ship all items per FCA Origin terms from Roseburg, Oregon (from Romtec's facility) unless other shipping terms are specifically included in the purchase agreement.
32. Unloading is by the receiver, which is typically the Romtec installer. In the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, then neither Romtec nor Romtec's carrier is responsible for unloading of delivered goods at the destination.
33. Special equipment may be required for unloading, including but not limited to a fork lift with sufficient fork length and lifting capacity, and/or an appropriately sized crane for large items. Typically, Romtec will deliver goods to Romtec's installer at the project site. However, in the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, Romtec is not responsible for determining the means and methods for unloading.
34. Unless other arrangements are specifically included in the purchase agreement, Romtec will package the completed order with Romtec's standard packaging. Romtec's standard packaging includes shrink wrapping all palletized items and items that may be subject to degradation if exposed to weather during shipping. However, Romtec's packaging is not designed for ongoing exposed storage. Romtec's completed goods are intended for immediate construction/installation upon delivery. If the Customer intends to store the delivered Romtec goods for longer than 30 days after delivery before beginning construction/installation work, the Customer is responsible for opening the Romtec packaging and storing items under cover or in a climate controlled indoor environment as applicable for the particular type of items.

35. In addition to Romtec's specific storage and handling recommendations, Romtec may also provide manufacturer recommendations for individual components, and the Customer shall store and handle individual components that are in the Customer's possession per the recommendations of the component manufacturer.
36. Romtec is not liable for damage or degradation of items that were improperly stored or handled by the Customer (or Customer's agents). However, Romtec can assist the customer in obtaining repair or replacement of such items (at the Customer's expense).
37. Romtec will ship all items using the minimum number of deliveries for efficient transport, as determined by Romtec. If the Customer elects to increase the number of deliveries, it may result in a change order for the increased shipping costs.
38. Romtec does not have capacity for long-term storage of completed goods. In the event of any delay to Romtec's mobilization or delivery to the project site, Romtec may, in Romtec's sole discretion, offer to store completed goods for the Customer at a minimum rate of \$450/month depending on the nature of the completed goods and the availability of storage space.
39. Regardless of any delay to Romtec's mobilization or shipping completed goods, Romtec will invoice for and Customer shall pay as agreed for Romtec's completed work based upon the date the goods were ready to ship.
40. Unless otherwise specifically agreed in writing, Romtec shall not be liable to the Customer, Owner, or any other entity for any costs or damages related to delays in shipping or delivery for any reason.

Insurance

41. Romtec will provide its standard insurance certificate with the Customer and/or Owner listed as an additional insured upon request. Coverage includes:
 - a. Commercial General Liability: \$1 million per occurrence, \$2 million aggregate
 - b. Professional Liability: \$1 million
 - c. Professional Liability Excess: \$3 million
 - d. Automobile: \$1 million (any auto, owned, rented, not owned)
 - e. Installation Floater: \$2 million
 - f. Umbrella/Excess: \$5 million
42. Customer and Romtec agree to waive all rights of subrogation against each other and their respective officers, agents, subcontractors, and employees.
43. Customer and Romtec agree to waive any special, indirect, incidental, consequential, or punitive damages against each other and their respective officers, agents, subcontractors, and employees.

General

44. The contract documents consists of the Romtec Purchase Agreement, these Terms & Conditions, the Romtec preliminary submittal (SSDIS), any executed change orders, and any other documents specifically included with, attached to, or referenced within the Romtec Purchase Agreement and Terms & Conditions.
45. Except for specific changes agreed in writing in the Contract Documents, these Terms & Conditions shall control and supersede any other provisions, terms, conditions, writings, or agreements, including but not limited to a customer's Purchase Order, confirmation, or other communication between Romtec and the Customer.
46. The Purchase Agreement is effective and binding upon execution of the agreement by both parties, unless an alternate date of effect is included in the Purchase Agreement.
47. The Purchase Agreement may be executed in multiple counterparts, all of which shall constitute one agreement regardless whether all parties have signed the same counterpart.
48. The parties agree that electronically signed copies of the agreement shall be of the same effect as wet signed physical copies of the agreement.
49. Unless otherwise specifically agreed in the contract documents, all legal matter shall be interpreted per the laws of the State of Oregon, and the legal venue and jurisdiction for all legal proceedings shall be the courts of the State of Oregon in Douglas County, without regard for any conflict of law rules or principles.
50. For any required notices, the party providing the notice shall deliver the notice to the other party via one of the following methods: Physical copy via personal delivery by the sender or sender's agent at the designated office of the recipient; Physical copy sent via recognized U.S. overnight

carrier; Physical copy sent via postage prepaid, registered/certified mail with the U.S. Postal Service; Electronic copy via email to and from a confirmed and valid email address; Electronic copy via facsimile. In any case, Notice shall be deemed delivered upon receipt by the recipient, but no later than two (2) days after being sent via any of the methods above.

51. In the event of any legal proceeding between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all applicable costs, damages, and expenses, including but not limited to reasonable attorney fees. This recovery is in addition to any monetary judgment or award resulting from litigation of any kind, including but not limited to arbitration, trial, bankruptcy, or similar proceedings.
52. If any term(s) of the agreement are found to be invalid or legally unenforceable, those terms shall be considered severed and shall not effect the remaining terms of the agreement, except to the extent such remaining terms may be revised in a legally acceptable manner to effect the intent of the parties in originally including the severed term(s).
53. A waiver of any provision or requirement of the agreement or failure by either party to enforce strict performance as agreed shall not be a waiver of any subsequent violation or prejudice either party's rights and remedies as defined herein.
54. Neither party shall be liable for any delay or failure to perform any obligation under this agreement nor shall either party be liable for damages (including indirect or consequential damages) to the extent such non-performance, delay, loss, or damage that results from circumstances beyond the reasonable control of the defaulting party (Force Majeure events). Such Force Majeure events include Acts of God, fire, flood, earthquake, explosion, extreme weather, war or related hostilities, blockades, public disorder, pandemic or other public health emergency, quarantine restrictions, embargo, labor strike or other labor disturbance, unavailability of electronic communication or equipment, and/or compliance with any legal requirement or lawful order, insistence, or directive from any government and/or military authority.



18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541-496-3541
Fax: 541-496-0803

Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

Customer/Contractor Info

Company Name:

Year Established:

Billing Address:

Street Address:

City:

State:

Zip:

Phone:

Accounts Payable Contact:

AP Phone:

AP Email:

Federal ID No.:

Tax Exempt?

No

Yes (Please provide certificate)

Project Info

Project Name:

Government Agency:

Project Main Contact:

Phone:

Site Address:

City:

State:

Zip:

Prime Contractor (General Contractor)

Company Name:

Year Established:

Billing Address:

Street Address:

City:

State:

Zip:

Phone:

Owner

Org Name:

Year Established:

Billing Address:

Street Address:

City:

State:

Zip:

Phone:

Project Bond Info - If Project is Bonded, please provide a copy

Bonding Company:

Address:

City:

State:

Zip:

Phone:

Bond No.:

Underwriter:

Fax: