

TERMS AND CONDITIONS OF SALE

1. All quotations are for immediate acceptance and subject to change without notice.
2. This quotation is based upon the assumption that the materials required for the items quoted can be obtained from the Steel Mills and/or Seller's other suppliers within days after approval by Seller, In the event Seller's suppliers are unable to make deliveries within the period specified, then such delay shall be considered to be a delay in the completion of the work due to causes beyond the control and without the fault or negligence of Seller. Furthermore, the following "force majeure" definition applies: The term "force majeure" as used in this proposal shall mean and include any cause, act or event beyond the control and without the fault or negligence of Seller, including but not restricted to: acts of God; weather; floods; storms; explosion; fires; labor trouble; strikes; insurrection; riots; freight embargoes; acts of the public enemy; items quoted from Seller's customary suppliers; scarcity of or inability to obtain or use labor or equipment; Federal, State or Local law or orders, rules or regulations of governmental authority, or default of Seller's subcontractors due to any cause. If by reason of "force majeure" seller is prevented, hindered or delayed in satisfying or meeting any condition of this Quotation or is prevented, hindered or delayed in its performance under this Quotation. Seller shall be excused from such performance to the extent that it is prevented, hindered or delayed thereby, and during the continuous of any such happening or event then this quotation shall be deemed suspended so long as and to the extent that any such cause prevents, hinders or delays the performance, and the time while Seller is so prevented shall not be counted against Seller, anything in this Quotation to the contrary notwithstanding; and Seller shall not be liable for any claims or damages in any form or of an kind of nature for excess costs, if nay , for any failure to perform arising out of or any reason of "force majeure".
Seller shall give written notice to Buyer within a reasonable time after the happening thereof of the nature, and, so far as possible, the extent of any "force majeure" condition referred to in the preceding paragraph hereof, in order that said party may be fully advised as to the nature and extent of said condition. In the event that it appears to Seller that Seller's performance shall be delayed, Seller shall so state in said written notice in which even the following shall apply:
 - (1) The buyer may, by written notice transmitted to Seller within thirty (30) days after receipt of the above Notice, cancel the undelivered or undeliverable portion of the items quoted without liability except for costs and expenses and a reasonable profit allocable to work done.
 - (2) If the Buyer does not cancel the order in the manner and within the time specified in Paragraph (1) , seller may, by giving to Buyer written notice:
 - (a) Suspend performance on the undeliverable items quoted pending removal of the causes of delay, under which circumstances the Buyer agrees to immediately pay an equitable proportion of the price of the items if such items are not separately priced;
 - (b) Cancel the undeliverable portion of the items quoted at any time as long as the causes of delay continue.
 - (3) If performance is suspended in accordance with (2) (a), the price of the suspended portion of the items quoted shall be subject to revision as follows:
 - (a) Prior to proceeding with the performance of the items quoted Seller shall notify the Buyer of any price revision applicable and obtain written agreement thereto.
 - (b) In the event of failure to agree upon such revised price or prices within the time to be specified in the notice described in Paragraph (3) (a), and Seller does not desire to proceed with performance on the basis of the price of the original items, Seller or Buyer may cancel upon delivery of written notice to the other party, without liability except that of the Buyer for costs and expenses and a reasonable profit, allocable to work done prior to the suspension of performance.
 - (4) Seller shall not be liable for damages in any manner resulting from cancellation or suspension of performance in accordance with the terms of this condition.
3. If construction by others and charges to a designated point are included in the prices herein quoted, we shall not be responsible for switching, spotting, handling storage, demurrage or any charges incurred therefore.
4. Where installation is not included, our responsibility ceases upon delivery of shipments to carrier when sales are f.o.b. point of shipment. Buyers are warned against receiving them until careful inspection has been made.
5. No Federal, State, or local taxes are included in price unless specifically stated in the proposal. All quotations and sales are subject to increase without notice for all present and future Federal, State, and local taxes, including sales, use and excise tax that may be assessed, charged or levied by any governmental action, which taxes are to be added to the quoted price and paid by the Buyer.

6. Manufacturer's guarantee: For a period of one (1) year after shipment, we warrant the article to be reasonably fit for the purpose for which it is Manufactured and sold, and shall be free from defects in material and workmanship. No other warranty to material or workmanship is expressed or implied, and no other claim for damage or charge for labor will be allowed. We reserve the sole right to determine whether or not any part to be replaced is to be furnished free of charge or to be supplied at our regular sales price.

7. Commodities not manufactured by us are warranty and guaranteed only to extent and in the manner warranted and guaranteed to us by the manufacturer and then only to the extent we are able to enforce such warranty or guaranteed.

8. Orders cannot be canceled by Buyer under any circumstances without the Buyer first, reaching an agreement in writing with the Seller covering all damages. In every event, written permission must be secured prior to returning goods for credit.

9. We reserve the right to change or modify our design and construction and to substitute material equal to or superior to that originally specified.

10. Every effort will be made to maintain shipping schedules shown. However, we shall not be liable for delays or default in filling this order caused by strikes or other disputes, floods, fires, accidents, contingencies or transportation and other causes of like or different character beyond the control of the Seller.

11. No terms or conditions, other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify these terms or conditions whether contained in Buyer's purchase or shipping release forms or elsewhere shall be binding on Seller, unless hereafter made in writing and signed by Seller's authorized representative. All proposals, negotiations and representations, if any made prior and with reference hereto are merged herein.

12. Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association. All hearings shall be oral and shall be held in Tulare County, California. Judgment upon the award rendered by the arbitrate may be entered in any court having jurisdiction thereof and shall be final both as law and fact.

13. If Buyer requires Seller to delay delivery of material, payment for material or services shall not thereby be postponed or extended. Material held in storage for Buyer shall be at the risk and expense of the Buyer and at a price agreed upon by Buyer and Seller at the time of request for storage by buyer, If Buyer removes his order from Seller's production schedule, then the Buyer automatically relinquishes his position in Seller's production schedule. At time buyer instructs Seller to proceed with order, it must at that time take its position in Seller's production schedule existing at time order is reentered.

14. This quotation includes unloading tower material from carrier and hauling to maximum of 20 miles to the construction site. Cost of unloading anchor assemblies to be the expense of the Buyer.

15. Where roof top installations are required, tower material and services are furnished to base of tower only, and all roof modifications, waterproofing steel reinforcements to the roof are not included in this quotation unless specifically noted.

16. Shipments and deliveries shall be subject to approval of Seller's Credit Department. If Buyer fails to fulfill the terms payment, Seller may defer further shipments, or may at its option, cancel the unshipped balance. Seller reserves the right, previous to making any shipments, to require from Buyer satisfactory security for performance of Buyer's obligations. No failure of Seller to exercise any right acceding from any default of Buyer shall impair Seller's rights in case of any subsequent default of Buyer.

17. When export license is required, the acceptance of this quotation is subject to export license being granted and supplied by the Buyer unless otherwise specified.

18. The price and delivery of the tower, and the cost and time of the tower, antenna and transmission lines are based upon furnishing and erecting the exact size and type material shown, and at the location indicated. Modification, if any, of these details must be agreed to by both parties in writing, and it is understood that any such modification will require a revision of both price and delivery.

19. Acceptance of all orders must be approved by the home office of this Company.

20. The above provision set for the sole and only obligation or liability of and warranty made by Tashjian Towers Corporation in connection with the items covered by this agreement, and any provisions in any proposals, specifications or in any other provisions hereof, are merely descriptive and are not to be construed as either obligations or warranties made by Tashjian Towers Corporation.

CONDITIONS OF SALE – ERECTION OF TOWER

1. This quotation is based on work being carried out in one continuous operation without interruption or delays due to missing materials such as coax lines, transmission line hangers, antenna, reflectors, or electrical power. All material necessary for completing installation to be furnished by Buyer must be on the tower site prior to starting of erection or scheduled in such a manner as to avoid delaying erection crew.
2. Antenna, transmission lines and transmission line clamps must be available when construction work on tower is under way. Drawing showing transmission line installation is to be furnished by customer.
3. Tower site shall be accessible to workmen and erection equipment, using two wheel drive vehicles.
4. This quotation on labor to erect tower and antenna is based upon weather suitable for outdoor construction between the dates of April 15 and November 15. In the event the customer desires the work done under the handicap of snow, ice or severe cold, or between the dates of November 15 and April 15, the cost of erection shall be increased to include the additional cost incurred because of adverse weather conditions, unless otherwise specified in the proposal.
5. Should any conditions exist such that the use of union trades for installation of the tower, accessories and/or foundations are necessary, the prices quoted are subject to adjustment, unless the union stipulation has been specifically noted in the inquiry.
6. Unless provided by Tashjian Towers Corporation, the foundations must be completed so as to permit continuous work from time Seller's crew reports on the job, and must be finished in accordance with Seller's specifications.
7. Installation of all wiring and all transmission lines shall be on the tower to the base of the tower only unless otherwise specified.
8. Seller to carry or cause to be carried Workmen's Compensation, Public Liability and Property Damage Insurance and all Risk Insurance, which is included as part of this quotation and shall be terminated in accordance with the following paragraph.

“Upon notice of the date of completion, the customer shall have seven (7) days from such date of completion to accept or reject the structure, If no notice or rejection is received within such timer, the structure shall be considered the customer's property and our Property Damage Insurance and All risk Insurance on such structure shall be canceled, or should the Buyer commence broadcast operations from the tower before it is accepted the, all Seller's insurance will terminate after the first day of such broadcast operations.”
9. All fees, service charges, cost of and expense to obtain permits and/or contractor's licenses to be for the account of the Buyer.
10. This quotation can be changed or varied only by the duly authorized officers of the parties hereto in writing.
11. Whenever regulations require or conditions necessitate working more than an eight (8) hours day and or five (5) day week, all overtime will be charged for in addition to quoted prices.
12. It is also Buyer's responsibility to:
 - (a) Provide (1) tagline (25 ft. wide and equal in length to the height of the tower), cleared of all obstruction in order to permit a truck to be driven thereon.
 - (b) Clear a fire land down each guy radial 25 ft. wide on each side of the guy line, and extend this lane 50 ft. beyond the outer guy anchor; a 10 ft. width of this 150 ft. lane must be cleared of all obstructions in order to permit a truck to be driven thereon.
 - (c) So grade the area immediately surrounding the tower so as to permit the moving of trucks, crane and/or other equipment required to handle and erect the tower.
 - (d) Clear an area 250 ft x 250 ft. adjacent to the center of the tower to permit unloading, sorting, assembling and working space.
 - (e) Provide the necessary wooden horses to support the antenna during construction.
 - (f) Provide necessary fittings and gas required in pressure checking all of the transmission lines.
 - (g) Provide electrical power to the base of the tower.
 - (h) Provide the necessary building and construction permit.
 - (i) Provide the necessary police service to direct traffic if in the event the guy lines should cross a public or private road.
 - (j) Provide toilet facilities if required by regulations.
13. Seller shall not be responsible for delays arising from causes beyond its reasonable control.

CONDITIONS OF SALE – FOUNDATION

- 1.** When the foundations are specified as part of this quotation, it is assumed that this work will be done under normal ground conditions with a soil bearing capacity of at least 4,000 lb. Per sq. ft. in accordance with E.I.A. specifications, It shall be their responsibility of the Buyer to supply soil bearing capacity and Seller shall have an absolute right to rely on written test reports furnished by Buyer in the preparation of foundation drawings and in the installation of foundations. Blasting, cribbing, fill, removal of obstruction planking, snow, road building, and clearance for easy access to the site. Existence of swamp, sand, mud, water and frozen ground are not considered normal. If any of the above conditions are encountered, the foundations price shall be increased to include the additional cost incurred, plus a reasonable profit allocable to the work performed.
- 2.** The foundation price does not include clearing a grading of tower site, profiles, or grounding system.