

## UCC Standard Terms and Conditions

### ***Customer's acceptance of the UCC proposal includes acceptance of these Terms and Conditions:***

**Scope.** The scope of work (SOW) to be provided by UCC to the Customer is set forth in this agreement. All materials are guaranteed as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted and per industry standards. Unless specified in writing, Customer shall be responsible for determining the safety and suitability of the Customer's work environment for UCC activities and employees. The Customer shall provide adequate access to the work area, and space for lay-down of UCC preparation and application equipment and materials. Customer interference with UCC work access and schedule shall be subject to extra costs and charges.

**Performance Guarantee.** UCC and specified and approved coatings system manufacturers will guarantee suitability and workmanship guarantees on an individual project basis. UCC will provide performance bonding when it is the prime contractor on municipal and federally funded projects.

**Unexposed Conditions.** If work conditions are not suitable for standard operational practices or if during surface profile preparations, UCC uncovers conditions that alter, or make unsuitable, the coating systems or other work contemplated in the SOW, UCC shall as soon as practical notify Customer's assigned representative of the condition. This includes unsuitable surfaces and undisclosed hazardous materials such as lead paint, asbestos, PCB, etc. Unexposed conditions shall be subject to work schedule adjustments and additional costs and expenses.

**Licenses and Permits.** UCC shall be responsible for providing licenses required for the performance of their SOW. Customer shall be responsible for securing all other governmental approves required to perform the SOW prior to UCC activity on-site.

**Force Majeure.** UCC shall not be responsible for any delay in performance to the extent that such delay or failure was caused by an event or occurrence beyond its reasonable control and without its fault or negligence.

**Credit and Payment.** Customer shall provide credit information as requested by UCC credit manager. UCC will make progress billings upon mobilization, delivery of materials, and upon completion of stages of the project. Late payments shall be subject to a 2.5% per month late fee. UCC may recover, and Customer shall be responsible for all costs of collection, including attorney fees related to Customer's failure to pay within terms.