

ADDENDUM – ADDED TERMS AND CONDITIONS

1. All previous communication between the parties hereto, whether written or verbal, with reference to the subject matter of this proposal, is abrogated, and this proposal, when duly accepted and approved, constitutes the agreement between the parties hereto, and no modification of this proposal agreement will be binding upon the parties hereto, or either of them, unless such modification will be in writing, duly accepted by the Purchaser and approved by Schindler Elevator.
2. Any changes in the building required to meet any local or state building or electrical codes will be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this proposal will be done by the Purchaser. Schindler Elevator will not, under any circumstances, be liable for any redecorating that may be necessary upon the completion of its work.
3. The equipment installed under this proposal requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Schindler Elevator's guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that Schindler Elevator will provide free maintenance service of this type, except as may be provided under other provisions of the proposal, or that Schindler Elevator will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance. The Purchaser and Schindler Elevator are contracting for maintenance services for the elevators, for a term of one year following State certification of acceptance.
4. Schindler Elevator will defend any suit or proceeding brought against the Purchaser so far as based on a claim that any equipment, or any part thereof, furnished under this proposal constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to the Purchaser's design, and it is used as sold by Schindler Elevator, notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and Schindler Elevator will pay all damages and costs awarded therein against the Purchaser. In case the said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, Schindler Elevator will at our own expense either: procure for Purchaser the right to continue using said equipment or part or replace same with non-infringing equipment; or, modify it so that it becomes non-infringing; or, remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states Schindler Elevator's entire liability for patent infringement by said equipment or any part thereof.
5. Although asbestos exists and is contained in certain locations within the Larcom City Hall building, the Purchaser is not aware that the work areas in either building, those work areas being the elevator shafts and the elevator machine rooms, contain any asbestos, asbestos-containing materials or airborne asbestos fiber. If Schindler Elevator, prior to or after commencing work at the site, has reasonable cause to believe that asbestos is present in a work area, Schindler Elevator may request the Purchaser to obtain bulk sample testing to confirm the presence of the substance. In the event that the presence of non-contained asbestos is confirmed, Schindler Elevator may at its sole option suspend the contract work until the asbestos is removed. Except for retainage that the Purchaser must withhold, the Purchaser will pay Schindler Elevator in full for all work completed up to the date of suspension. Schindler Elevator will complete work under this contract after notice from the Purchaser that the asbestos has been removed or has been contained. Purchaser agrees to incur all costs connected with any special facilities, air-monitoring, testing or personal protection equipment which may be required under applicable laws to perform the work due to the presence of non-contained asbestos.