



STANDARD TERMS AND CONDITIONS

ENTIRE CONTRACT

The entire contract between Buyer and Seller is contained in the Purchase Order, except such other terms as may be specifically incorporated in the Purchase Order by reference. No alleged oral promises or conditions not set forth in the Purchase Order shall be binding upon Buyer or Seller, and any other prior negotiations between the parties are merged into the Purchase Order.

ACCEPTANCE

Any additional or different term of condition stated by ANS Services, LLC in any acknowledgement form, or in otherwise acknowledging or accepting the purchase order, is deemed by buyer to be a material alteration of the Purchase Order and is hereby objected to by buyer unless specifically accepted by buyer in writing. Buyer's acceptance of the goods will not constitute acceptance by Buyer of any such additional or different terms or conditions not specifically accepted by the buyer in writing.

PRICING

Price estimates are valid for 45 days from date of the estimate. ANS Services, LLC reserves the right to change pricing. Changes in pricing will not affect existing valid estimates, and accepted purchase orders. Changes that occur in pricing before acceptance of a purchase order from the customer will be communicated in writing when necessary.

SHIPMENTS

As a distributor, shipments are FOB from manufacturer as identified on the Purchase Order. Upon transfer of material from manufacturer to the carrier, shipments are complete. Shortage claims for materials must be presented with 10 days upon receipt by the customer for domestic orders, and 12 days for international orders.

PAYMENT

- **Domestic Delivery** – for new accounts, ANS Services, LLC requires a 25% down payment upon receipt and acceptance of a signed purchase order to mobilize the Purchase Order. The remaining 75% of the purchase order is due before product departs the point of manufacture.

ANS Services, LLC offers terms to our clients based upon credit approval. Our standard terms are net 30 for new accounts and new 45 for established accounts with acceptable credit. Custom terms can be developed for our clients based on mutual agreement. ANS Services, LLC will work with our established accounts to

develop project based terms, for special circumstances. This is a value added service from ANS Services, LLC.

- **International Delivery** – For Purchase Orders with international delivery, ANS Services, LLC requires a 25% down payment upon receipt and acceptance of a signed purchase order to mobilize the Purchase Order. The remaining 75% of the Purchase Order is due before product departs the point of manufacturer.

INSPECTION

Final acceptance or rejection of the Goods shall be made as promptly as reasonably practical after delivery to the ultimate destination, except as otherwise provided in the Purchase Order, but failure to inspect and accept or reject the Goods or any part thereof, or failure to detect defects by inspection, shall neither relieve Seller from responsibility for such goods are not in accordance with the requirements of the Purchase Order nor impose liabilities on Buyer thereof.

If any inspection or test is made on the premises of Seller or its supplier, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

CANCELLATION

Prior to production, ANS Services, LLC reserves the right to cancel or rescind the Purchase Order. Cancellation will be provided in writing to customer.

EXTRA CHARGES

No extra charges of any kind will be allowed for Buyer's account unless specifically agreed to by Buyer in writing.

MODIFICATION

Original Purchase Order cannot be modified. However, a change order can be instituted in writing and must be agreed to by both parties. Change order is subject to same terms and conditions and set forth in this document.

ARBITRATION

Any controversy or claim arising out of, or relating to the Purchase Order, or any breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. In connection with any arbitration proceeding, each party shall pay one half of the arbitrator's fees and any administrative charges associated with the proceeding, and all of its own attorney and other professional fees and costs.

GENERAL

The rights and obligations of the parties under the Purchase Order shall be governed by the laws of the State of Wisconsin in effect as of the date of the Purchase Order. Any agreement signed and sent via facsimile shall be treated as a binding original.

CONSTRUCTION TERMS AND CONDITIONS

MOBILIZATION

ANS Services requires at least two (2) weeks notice before mobilization.

OBSTRUCTIONS

Obstructions include trees, rocks, landscaping, improvements or electrical lines, etc. If trees, boulders, or other obstructions require removal or power lines require blankets or other protection; this will be considered a change order and be submitted to the customer.

EXCAVATING

Excavating is based on a normal auger method as defined by ANS Services. If an unusual circumstance emerges and an uncommon excavating method is necessary such as, jetting or pile driving a change order will be required. Work will only continue when a written change order is received and accepted by ANS Services.

INSTALLATION

Normal installation occurs with the crane portion of a digger derrick. If an irregular condition is presented such as oversized poles, roof mounts or other and a larger crane is required a change order will be required.

SITE RESTORATION

Site restoration is included in the cost based on utility poles being located in the "normal" right of way on the side of a road within 10 feet. If a siren site is located in the middle of an area which will require the movement of heavy equipment over delicate land that will require a substantial effort to repair; this will be considered beyond normal scope and a change order and will be submitted to the customer.

TRAFFIC MANAGEMENT

During the installation of the siren sites, traffic management may be required by law to proceed. The costs associated with traffic management are not included. Being unfamiliar with the site locations it is impossible to say how many sites will require traffic control. This includes certified flaggers, truck mounted attenuator, appropriate signage, cones, and Manager of Traffic.

ROCK CLAUSE

Our pricing includes up to four hours utilizing our standard and rock auger bits, during the four hour time frame, ANS may decide to auger in multiple locations within the right of way. If at the end of four hours we are unable to reach the required depth. Work will only continue when a written change order is received and accepted by ANS Services.

BACKFILL

Our pricing is based on backfilling with excavated spoils. Any replacement of these excavated spoils with concrete, foam set or other is considered a change order and will be submitted to the customer.

MOBILIZATION

Pricing is based upon (1) mobilization to perform the scope of work.

WORKING TIME

Work will be performed during normal working hours; Monday through Friday 7:00am to 5:00pm.