

## CONTRACT ADDENDUM 2009-A

Contractor:

Subcontractor: **QMI**

Project Identification:

Date of Contract:

This Addendum modifies the above Contract. The terms hereof supercede any conflicting terms within the Contract.

- A. The provision of labor and materials specified in the Contract will be initiated upon thirty (30) days notice from the Contractor. Contractor hereunder may not suspend work, unless the owner suspends the Contractor's Work.
- B. Submission of all lien waivers to the Contractor pursuant to the Contract will be considered to have been made on the condition they shall be deemed effective subject to QMI's receipt of all payment therein set forth and the Contractor shall be considered as having received the same as QMI's agent for delivery; in the event full payment of sums under any lien waiver is not made to QMI within thirty (30) days after the waiver's effective date, its terms shall be null and void and Contractor shall immediately return the same to QMI.
- C. QMI's responsibility for loss incurred by the Contractor or third parties shall be limited to losses directly resulting from QMI's negligent or intentional actions.
- D. The insurance and proof thereof to be provided by QMI shall be in the form appended hereto as Exhibit "A".
- E. Others do all electrical hook-up.
- F. QMI will exercise every reasonable effort to complete its obligations under the Contract in a timely manner but shall not be responsible for any delay resulting from *force majeure* and in any event shall not be responsible for damages exceeding the lesser of (i) actual penalties assessed Contractor by the Owner, (ii) \$250.00 per day or (iii) the contract sum provided for herein; the parties agree that it is impossible to measure actual damages and that the above liquidated damages provision are a practical necessity.
- G. The Contractor shall not have rights of "set-off" against QMI.
- H. There shall be no retainage by Contractor hereunder.
- I. Terms are "cash at invoice" unless otherwise agreed. Initial:\_\_\_\_\_

- J. Terms of payment are fifty percent (50%) due at signing Contract and the balance on delivery, unless otherwise agreed.
- K. QMI's invoice shall be considered its Application and Demand for Payment.
- L. QMI's only warranty is that attached as Exhibit "B", and will begin when substantial completion is done, and is considered delivered.
- M. Our W-9 is provided as Exhibit "C".
- N. QMI is not obligated to collect sales/use tax for any jurisdiction other than Illinois, Florida, Connecticut, South Dakota, Ohio and Michigan unless otherwise agreed, and noted in **S. Additional Provisions** below, and any taxes are in addition to the quoted price. It is the responsibility of the general contractor to remit taxes for all states for which we do not collect.
- O. All permit and/or license fees will be added to the quoted contract price.
- P. QMI quotation is limited to the quantity and sizes of the shutters listed by this quotation, and it is the contractor's responsibility to check for any omissions listed on this quotation.
- Q. A sample of QMI's Subcontract Safety Declarations is attached as Exhibit "D" and will be provided if required. No additional safety forms or declarations will be provided.
- R. Documents required to be submitted by QMI as a condition of payment ("Close Out Documents") shall be limited to the following:
  - 1. Invoice.
  - 2. Lien Waiver.
- S. Additional Provisions:

**Contractor:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_ State: \_\_\_\_\_

**Subcontractor:**

QMI Security Solutions

By: \_\_\_\_\_

Title: \_\_\_\_\_