



Preliminary Scope of Supply and Services

Building Supply Only

| | |
|-----------|----------------|
| Project: | The Waterfront |
| Customer: | Damon Farber |
| Location: | Ramsey, MN |
| Date: | 8/25/2025 |

Contents

1. Process – Start to Finish
2. Key Notes
3. Romtec Scope of Materials Supply
4. Delivery, Storage, and Handling
5. Warranty and Limitations
6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1. Process – Start to Finish

Below is an outline of Romtec’s process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

A. Romtec Provides a Quote/Proposal

1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
3. Romtec’s Quote/Proposal will include Credit Application and Project Information forms.
4. Depending on the nature and complexity of the project, Romtec’s Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.

B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form

1. Romtec and the customer will finalize the agreed payment schedule.

C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)

1. Romtec provides the SSDS in Romtec’s standard electronic submittal format.
2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.

D. Customer reviews and comments on the SSDS

1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
3. Customer will have 45 days from purchase order date to approve the SSDS.

E. Customer Approves the SSDS and releases Romtec to begin production

1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
2. The customer’s approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.

F. Romtec provides the Full Sealed Plan Set

1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec’s standard electronic format (and no other, see Section 6.E.5 below). The full plans are for review by the local building department (or relevant permitting authority).
2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
3. Romtec’s standard plan size is 11”x17”.

G. The local building department reviews and comments on the Romtec plans

1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

H. The local building department approves the revised Romtec plans

1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
2. Romtec will complete production/manufacturing of the building package per the final approved plans.

I. Romtec delivers the completed building package

1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
2. Romtec’s warranty period begins.

2.Key Notes

- A. Romtec is proposing to design and supply the structure defined herein. Any changes or additions, including color selections, may result in a price change.

3.Romtec Scope of Materials Supply

A. Structure

1. Exterior walls: Concrete Masonry Units (aka CMU or "concrete blocks"), smooth-face, mortar joint.
 - a. Block color: **gray**.
 - b. Exterior finish: Wall insulation finished with Cedar lap siding.
2. Doors, frames, and hardware: Steel, powder coated **black**.
 - a. Hinges: Stainless steel, ball bearing.
 - b. Door Closer(s): Grade 1 heavy duty.
 - c. Kick Plate(s): stainless steel.
 - d. Thresholds and Sweeps
 - e. Door Opener(s): Pull handles, stainless steel.
 - i. Restroom doors only: Magnetic locking system.
 - f. Door Louvers: Restroom doors only.
 - g. Double door/frame located on the storage room.
3. Roof System
 - a. Glulam beams
 - b. Structural Insulation Panels (SIPS)
 - i. Ceiling Finish: 1x6 tongue and groove decking.
 - c. Skylights: Deck mount, 15"x46"
 - d. Roofing Finish: Metal Panels
 - i. Fabral, 26-gauge, Horizon 16, standing seam.
 - ii. Roofing Color: **Light Gray 889**

B. Plumbing Fixtures and Accessories

1. Toilet(s): stainless steel, floor mount with manual lever, dual flush valve(s).
2. Urinal(s): stainless steel, back supply with concealed, sensor flush valve(s).
3. Sink(s): stainless steel, wall mount, motion sensor faucet(s).
4. Grab Bars: Stainless steel, wall mount.
5. Mirror: 18"x36" with stainless steel frame.
6. Toilet Paper Dispenser(s): Stainless steel, wall mount, 3-roll capacity.
7. Soap Dispenser(s): Stainless steel, wall mount, automatic.
8. Diaper Deck: Surface mount, stainless steel veneer
9. Changing room to include:
 - a. Adult changing table: surface mount, stainless steel, manual open
 - b. stainless steel, wall mount, hand wash sink
 - c. Coat hook
 - d. Paper towel dispenser: stainless steel, wall mount.
10. Exterior trough sink with two (2) push button faucets.
11. Drinking Fountain: Stainless steel, wall mount, non-refrigerated, bi-level, bottle filler.
12. Mop Sink: Fiberglass, floor mount, includes faucet, mop/broom holder and guard.
Restroom Partitions: HDPE

C. Electrical Fixtures

1. Exterior light fixtures
 - a. LED downlight, wall cylinder.
 - b. Controlled by photocell.
2. Interior light fixtures
 - a. LED, 48", ceiling mount, vapor tight.
 - b. Controlled by motion sensor.
3. Water Heater
 - a. Electric, 20-gallon tank.
4. Mechanical Exhaust: Inline fan(s), ducting, register(s).
5. Hand Dryer(s):
 - a. Wall mount, 15-second dry time, **white**.
6. Breaker Panel: 200 amp, single-phase, rain tight.

- a. Sized for Romtec supplied equipment only.

4. Delivery, Storage, and Handling

A. Delivery Vehicle Size

1. Romtec's delivery vehicles are vans or trucks with 53' trailers, or the largest trailer up to 53' that is legally allowed to access the job site. Overall dimensions of the delivery vehicles are:
 - a. 70' overall length
 - b. 102" wide
 - c. 168" high

B. Number of Deliveries

1. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
2. Regardless of the number of deliveries, the customer is responsible for all offloading and related costs.

C. Delivery inspection

1. Romtec allows for five (5) business days for the customer to inspect and accept the delivered building package.
2. Any items not specifically rejected after five days are considered accepted.

5. Warranty and Limitations

A. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

B. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.

Section 2 – Installer Scope (by others)

6. Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items to be provided by others that are required to complete the installation of the Romtec building package.

1. Items in this section are typically provided by the **installer**, or, for projects where the **installer** is separate subcontractor of the general contractor and/or owner, some items are typically provided the **contractor**.
2. The items below are separated into **installer** items and **contractor** items. If the **installer** and **contractor** are the same entity, then that entity is responsible for all items in this section.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural

The following structural components will be provided by the **installer**:

- a. All materials, equipment and labor for footings and interior slabs.
- b. Latex epoxy paint wall finish.
- c. Caulking.
- d. Concrete floors to be finished with epoxy sealant.
 - a. Cove base: Integral with flooring
- e. Concrete sealant for CMU block exterior.
- f. Masonry (concrete) grout and rebar
- g. If applicable, notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.
- h. If applicable, cut stone veneer to achieve the required shapes necessary for installation.
- i. Sealant for all exposed wood.
- j. Typical fasteners such as nails, staples, and screws, and any other fasteners not included in product packaging.
- k. Cedar siding to have Gray stain finish supplied and installed by building **installer**.
- l. Rain gutters and downspouts are supplied and installed by building **installer**.

2. Plumbing

The following plumbing components will be provided by the **installer**.

- a. Plumbing rough-in, installation and trim within 10' of the building footprint.
- b. All water and sewer piping and floor drains within the building footprint.
- c. If required for wall mounted toilet(s), wall carriers.

3. Electrical

The following electrical components will be provided by the **installer**.

- a. Electrical rough-in, installation and trim within 10' of the building footprint.
- b. All switches and outlets that are not included with electrical products.
- c. Note that all Romtec building designs include a spare conduit from the main power source to the main breaker panel. All conduits are supplied by the **installer**.

4. Other materials, equipment, and services

The following materials, equipment, and services are provided by the **installer**.

- a. Building package installation
- b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by another entity.

C. Contractor Scope

The **contractor's** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural

The following items relative to the structural components will be supplied by the **contractor**:

- a. All materials, equipment and labor for exterior slabs and sidewalks.
- b. If required, design and supply of gutters and downspouts is by the contractor, installer, or others. Romtec can show basic gutters and downspouts on the plans upon request.

2. Plumbing

The following plumbing components will be provided by the **contractor**.

- a. Incoming plumbing utilities to within 10' of the building exterior.
- b. All water and sewer piping, drains, and valves external of the building footprint.

3. Electrical

The following electrical components will be provided by the **contractor**.

- a. Incoming electrical utilities to with 10' of the building exterior.
- b. Electrical meter base and meter (or other incoming supply power source).

4. Other materials, equipment, and services

The following materials, equipment, and services are provided by the **contractor**.

- | | |
|--|---|
| a. Site grading and/or asphalt paving | f. Backflow check valves & drain valves |
| b. Masonry pavers | g. Freeze protection |
| c. Branch circuit breakers | h. Landscaping |
| d. Fire alarm & fire suppression equipment | i. Special inspection services |
| e. Lighting equipment not attached to the building | j. Permits and fees |
| | k. Site plans |
| | l. Geotechnical reports |

D. Delivery, Storage, and Handling

1. The **installer** and/or **contractor** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6 ft. fork extension.
2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
3. The **installer** and/or **contractor** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
4. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their product packaging. It is the responsibility of the **installer** and/or **contractor** to collect, maintain, and deliver to the owner.

E. Romtec General Exceptions/Exclusions

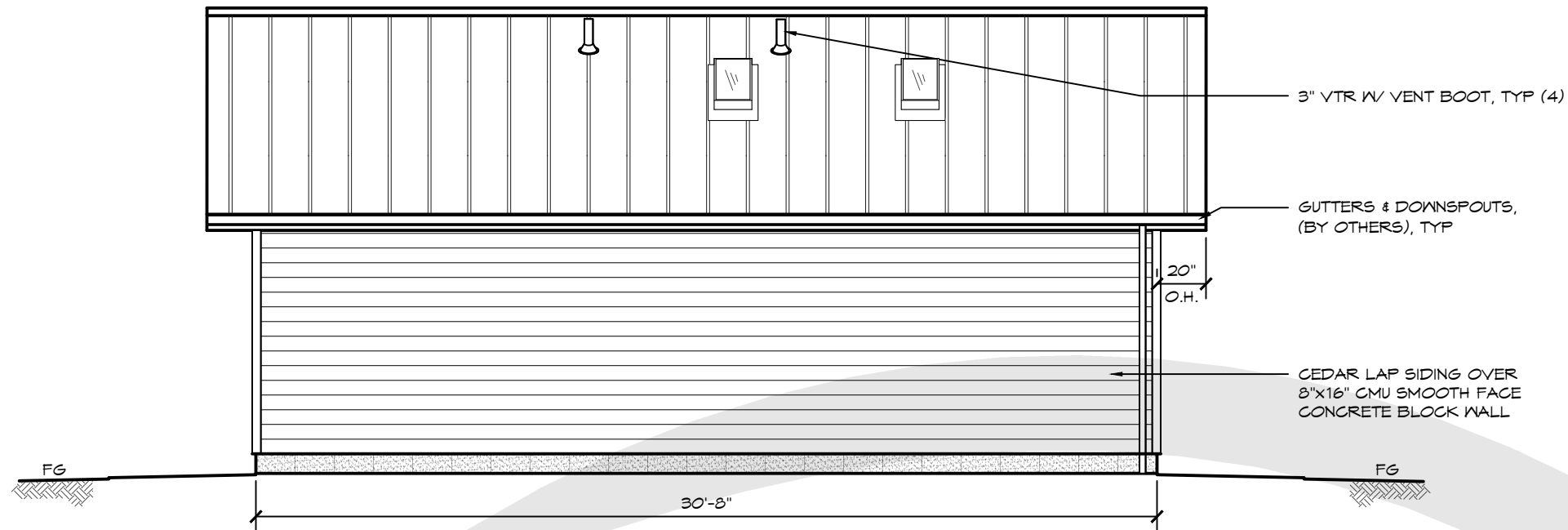
The following are items that Romtec does not provide as part of its standard products and services.

1. Site visits by Romtec staff.
 - Note: If site visits are required, Romtec will issue a change order.*
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard (AIS, BABA, etc.) for materials.
3. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.
 - a. Roof Snow Load: 25 psf
 - b. IBC Seismic Design Category: C
 - c. Design Wind Speed: 110 mph
 - d. Allowable Soil Bearing: 1500 psf
 - e. Occupancy Type: U
 - f. Type: VB
4. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's assumption of the appropriate sizing. Site utility sizing must be confirmed by the customer. Romtec is not responsible for determining or confirming site utility sizing.
5. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with the plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.
6. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
7. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
8. Any CMU block plan(s) provided by Romtec are only accurate if Romtec supplies the CMU block.
9. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

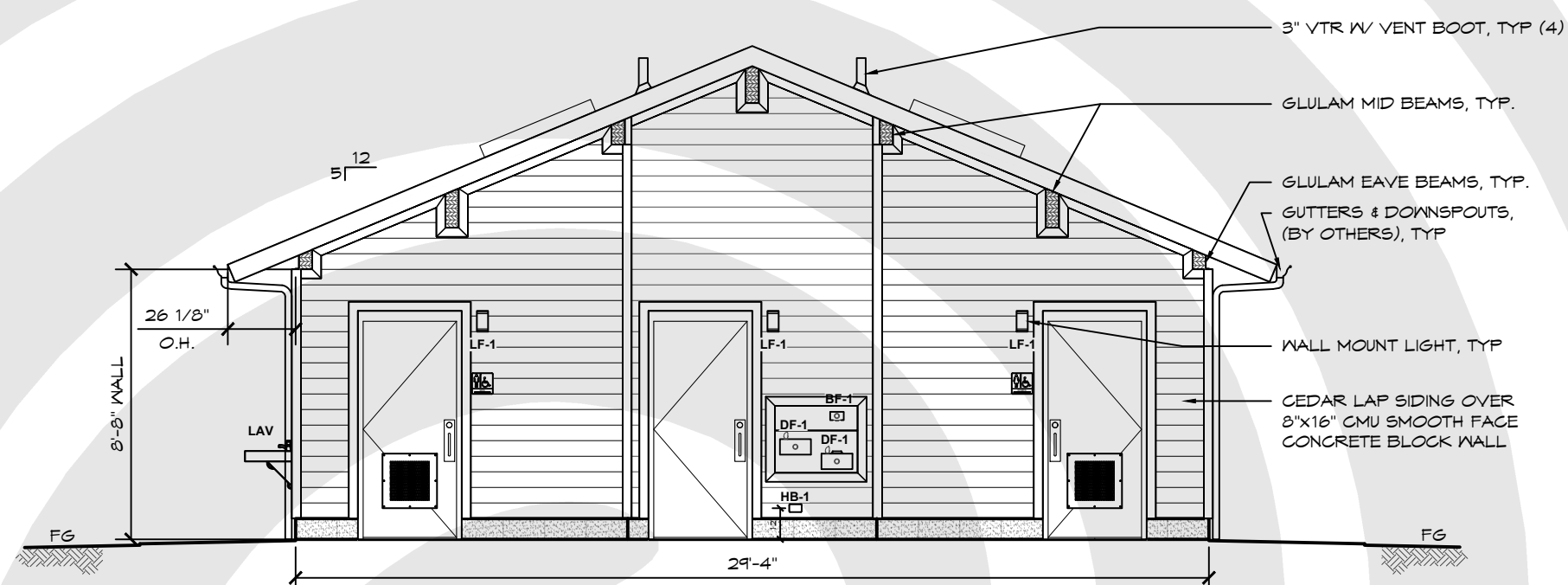
Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

PRELIMINARY

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



A ELEVATION VIEW
SCALE: 3/16" = 1'-0"



B ELEVATION VIEW
SCALE: 3/16" = 1'-0"

PROJECT:
**THE WATERFRONT
CITY OF RAMSEY, MINNESOTA**

SHEET TITLE:
ELEVATION VIEW

PROJECT #: **2808**

DATE: **08/21/25**

DRAWN BY: **JMN**

| REV. | DATE: | BY: |
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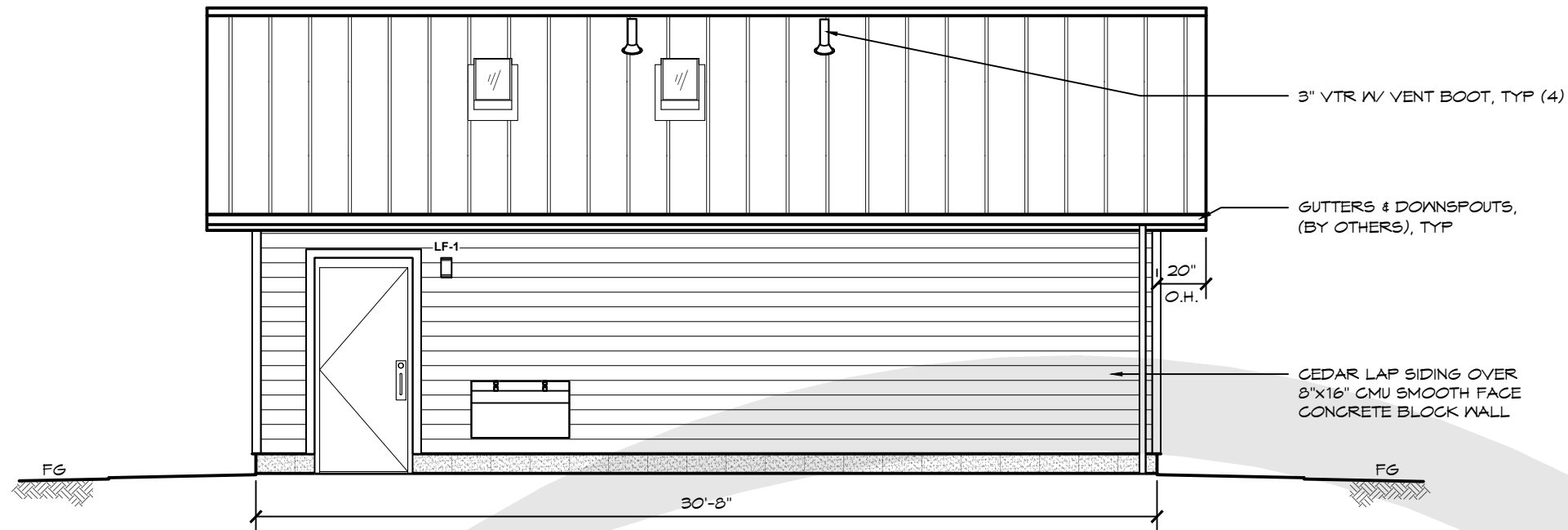
REVISIONS:

SHEET NO. **A2.1**

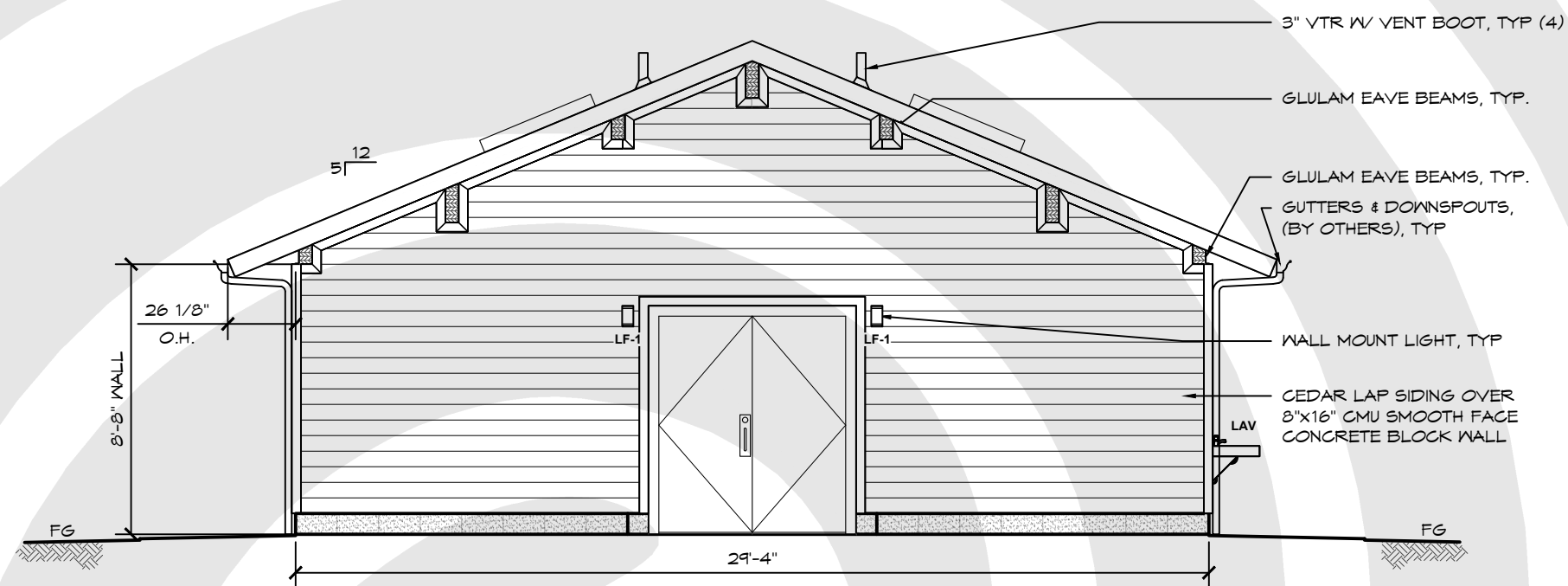
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C ELEVATION VIEW
SCALE: 3/16" = 1'-0"



D ELEVATION VIEW
SCALE: 3/16" = 1'-0"

PROJECT:
**THE WATERFRONT
CITY OF RAMSEY, MINNESOTA**

SHEET TITLE:
ELEVATION VIEW

| | | |
|------------|----------|-----|
| PROJECT #: | 2808 | |
| DATE: | 08/21/25 | |
| DRAWN BY: | JMN | |
| REV. | DATE: | BY: |
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REVISIONS:

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SHEET NO.

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PURCHASE AGREEMENT



18240 North Bank Rd.
 Roseburg, OR 97470
 P: 541-496-3541
 F: 541-496-0803
 E: service@romtec.com

Proposal Date
8/25/2025

#052725-RMT



The Waterfront Restroom

Customer: City of Ramsey
 Mark Riverblood
 7550 Sunwood Drive NW
 Ramsey, MN 55303

| Quantity | Building Proposal Description | Extended Price |
|---|---|----------------------|
| 1 | Romtec Restroom Design & Supply per Romtec Scope of Supply and Services Document Dated 8-6-2025 | \$ 297,968.00 |
| Sourcewell DISCOUNT: Available only to members of Sourcewell. | | 5.00% \$ (14,899.00) |
| Freight/Packaging to: Ramsey, MN | | \$ 15,754.00 |
| ROMTEC INC. PURCHASE ORDER TOTAL | | \$ 298,823.00 |

***Sales or Use Tax is not included in the above price. Sales or Use taxes may be required for your project depending on state and local requirements.**

*The price above is valid for thirty (30) days from the proposal date. If the Customer has not returned the signed Purchase Agreement within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*The price above requires that the customer release the order for production within ninety (90) days of the proposal date. If, for any reason, Romtec, Inc. has not received formal Notice to Proceed with Production within ninety (90) days of the proposal date, Romtec, Inc. reserves the right to update the price to include inflationary cost changes.

*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice. The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times. The price above is contingent on the use of this Purchase Agreement only. Any proposed modifications to the terms or use of an external purchase agreement may result in a price increase. Signing this form is explicit acceptance of the Terms & Conditions.

| | | | |
|--|------|--|------|
| | Date | | Date |
|--|------|--|------|

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Customer/Owner Printed Name

Romtec Inc. Printed Name



Standard Purchase Agreement Terms & Conditions

Rev. Date: 5/20/2025

Credit, Invoicing, and Payment

1. For all purchases whereby Romtec's customer (Customer) is not pre-paying one-hundred percent (100%) of the total contract value, Romtec, Inc. (Romtec) will provide a Schedule of Values for the project based on the available project info, including but not limited to the Customer's credit report, any applicable bond info provided by the Customer, and the mutually agreed project schedule. Customer agrees to promptly provide project info upon Romtec's request, including but not limited to the Customer's legal info and billing address with accounts payable contact info, the project site address(es), and a copy of any applicable payment bond(s).
2. Customer may submit payments check, wire transfer, or credit card (Visa, MasterCard, Discover or American Express). A separate fee will be charged for payments exceeding \$20,000 made by credit card.
3. For all purchases whereby the Customer is not pre-paying one-hundred percent (100%) of the total contract value, Romtec is effectively extending credit terms to the Customer by providing the Schedule of Values. Romtec reserves the right to modify the Schedule of Values based on changes to the customer's credit info, bond info, failure by the Customer to pay as agreed, or any other relevant info in Romtec's sole discretion.
4. Unless otherwise specifically included in the Romtec Purchase Agreement, tax amounts for sales, use, consumption, value added, or other goods/services related taxation is not included in the purchase price. Sales tax for goods is assessed at the time of delivery, so any sales tax amount included in the purchase price and/or Schedule of Values is an estimate only until the time of delivery.
5. Notwithstanding any external agreements between Customer and a project owner (Owner) or other entity, Customer's payment(s) to Romtec are not conditional upon Customer receiving payment from any other entity or per any external terms. Romtec may in its sole discretion coordinate the Schedule of Values to accommodate Customer payment preferences or Customer's external obligations, but no external terms shall affect the agreed Schedule of Values, payment terms, purchase agreement terms & conditions, or any other aspect of the purchase agreement unless explicitly agreed in writing by both Customer and Romtec.
6. Unless otherwise specifically agreed in the Schedule of Values or in writing, Customer payments to Romtec are due Net 30 of invoice date.
7. If the Customer fails to make timely payment(s) as agreed, past due amounts shall bear interest and Customer agrees to pay interest at the rate of fifteen percent (15%) per annum, or the highest rate allowed under applicable law, with interest accruing from the original payment due date. Romtec may also require pre-payment of any remaining payment milestones as a condition of Romtec's continued performance.
8. For all Customer accounts that are fifteen (15) days or more past due, Romtec may in its sole discretion withhold performance of any applicable warranty service until the Customer's account is fully paid and in good standing. Notwithstanding any terms herein, the Romtec warranty period will not be affected or tolled.
9. If the Customer fails to pay as agreed for any reason, the Customer shall be liable to pay Romtec upon demand for any costs, expenses, and damages of any kind incurred in Romtec's pursuit of collecting payment, including but not limited to attorney fees, regardless of whether formal litigation is commenced.

Warranty

10. Romtec's standard warranty terms can be reviewed at the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>
11. Romtec reserves the right to update its standard warranty terms at any time. The most current terms of the Romtec warranty at the date of purchase agreement execution will remain in effect for that purchase.
12. Notwithstanding any terms herein, any modification of the standard Romtec warranty that is explicitly included in the purchase agreement shall supersede the standard Romtec warranty terms. For example, if Romtec agrees to include an extended warranty period, the agreed warranty period will be as defined in the purchase agreement documents.
13. Unless another specific time period is agreed in writing, Romtec allows up to six (6) months for the Customer to complete construction/installation of the delivered Romtec goods and begin the Romtec warranty period.
14. In Romtec's sole discretion, any request or requirement for Romtec to begin its warranty later than six (6) months from delivery of the Romtec goods (other than a delay caused by Romtec) may result in a change order for the extended warranty period.

Changes, Delays, and Termination

15. Customer may request change(s) to Romtec's scope of work at any time, and Romtec will respond to the Customer's request within a reasonable time to confirm whether the changes are feasible. If the requested change(s) are feasible, Romtec will provide a proposed change order for Customer's review that includes a description of the change(s) and the pricing for the change(s). If the Customer agrees with the change order, they shall sign and return the change order to confirm. If the Customer does not agree to the change order, they shall explicitly reject the change in writing, and Romtec will not proceed with the change order work or related price adjustment.
16. Unless otherwise agreed in writing, Romtec's change order pricing is valid for 30 days from the CO date shown on Romtec's proposed change order. If the Customer has not formally accepted the change order before the 30-day expiration, Romtec may update the change order pricing at any time thereafter in its sole discretion.
17. From time to time, Romtec may receive comments/markups on the Romtec preliminary submittal and/or full plan set from various reviewers and authorities. If these comments/markups require Romtec to make changes that affect the price or project schedule, Romtec will provide a proposed change order and proceed in the same manner as described above.
18. Time is of the essence of this purchase agreement for performance by both Romtec and the Customer.
19. Customer agrees that the project schedule will be adjusted as needed for any changes.
20. For any delay to the agreed project schedule that is not caused by Romtec or under Romtec's control, Romtec shall not be liable for any incurred costs nor liable for any affect on the project schedule, and the Customer agrees to accept and pay for a corresponding price change and project schedule adjustment, or else the Customer may terminate the purchase agreement for its convenience per the applicable terms herein. Furthermore, if such delay not caused by Romtec impedes Romtec's progress such that Romtec cannot produce and deliver the work within 6 months of the agreed time, Romtec may in its sole discretion invoice the customer for all work completed up to the invoice date, and Customer agrees to pay such invoice within a reasonable time, notwithstanding any separate agreed Schedule of Values or conflict to this requirement therein.
21. In the event that Romtec is responsible for a delay to the agreed project schedule, Romtec will make commercially reasonable efforts to mitigate the delay. Romtec is not liable for any damages of any kind to the Customer, Owner, or any other party in event of a delay by Romtec unless specific types and amounts of damages are explicitly agreed in writing by Romtec. Customer agrees to accept any required schedule change because of a delay, or else the Customer may terminate the agreement for its convenience per the applicable terms herein.
22. In the event of any other default or breach of this agreement by Romtec that is not cured by Romtec within a reasonable time, Customer's sole remedy shall be to terminate the agreement per the applicable terms herein.
23. Unless alternate termination terms are explicitly approved by Romtec in writing, in the event of termination of the purchase agreement by the Customer for any reason, Romtec shall cease work as expeditiously as commercially reasonable and attempt to mitigate costs of termination to the extent commercially reasonable. Upon termination for any reason, Customer shall pay Romtec a termination fee per the following fee schedule.
 - a. Termination prior to Customer formally approving the Romtec preliminary submittal (SSDS): 30% of total contract value.
 - b. Termination prior to Customer formally releasing Romtec to begin production of the order, but after formally approving the preliminary submittal: 75% of total contract value.
 - c. Termination after Customer formally releases Romtec to begin production of the order: 100% of total contract value.
24. Any other agreed termination terms notwithstanding, Customer shall pay Romtec upon request no less than the amount due for work completed prior to the termination.

Project Schedule

25. If a project schedule is included in the purchase agreement documents, then any changes to that project schedule must be agreed in writing by both Romtec and the Customer.
26. If a project schedule is not included in the purchase agreement, then no specific performance times by Romtec are guaranteed,

and the Customer and Romtec shall establish a mutually agreed project schedule at their earliest convenience.

27. Romtec has no control over the timing of review and approval of any Romtec submittal(s) by the reviewing authority, and Romtec shall not be liable for any delay, interim cost increases, or damages caused by a reviewing authority's time to review and approve Romtec's submittal(s).
28. Romtec cannot provide firm production or delivery lead times until at minimum two (2) weeks after the Customer formally releases Romtec to begin production of the order.

Shipping and Handling

29. Unless otherwise specifically included in the purchase agreement, Romtec will ship all items per FCA terms from Roseburg, Oregon (from Romtec's facility).
30. Unless otherwise agreed, Romtec will select the shipping carrier, and risk of loss passes to the Customer upon Romtec's delivery of the goods to the carrier. Any damage or loss during transportation must be resolved between the Customer and the shipping carrier.
31. In the event that Romtec agrees to retain risk of loss during transportation, risk of loss shall pass to the Customer upon delivery.
32. Unloading is by the receiver (typically the Customer or the Customer's agent). Neither Romtec nor Romtec's carrier is responsible for unloading of delivered goods at the destination.
33. Special equipment may be required for unloading, including but not limited to a fork lift with sufficient fork length and lifting capacity, and/or an appropriately sized crane for large items. However, Romtec is not the unloader nor the installer, and Romtec is not responsible for determining the means and methods for unloading or construction/installation work.
34. Unless other arrangements are specifically included in the purchase agreement, Romtec will package the completed order with Romtec's standard packaging. Romtec's standard packaging includes shrink wrapping all palletized items and items that may be subject to degradation if exposed to weather during shipping. However, Romtec's packaging is not designed for ongoing exposed storage. Romtec's completed goods are intended for immediate construction/installation upon delivery. If the Customer intends to store the delivered Romtec goods for longer than 30 days after delivery before beginning construction/installation work, the Customer is responsible for opening the Romtec packaging and storing items under cover or in a climate controlled indoor environment as applicable for the particular type of items.
35. In addition to Romtec's specific storage and handling recommendations, Romtec may also provide manufacturer recommendations for individual components, and the Customer shall store and handle individual components per the recommendations of the component manufacturer.
36. Romtec is not liable for damage or degradation of items that were improperly stored or handled by the Customer (or Customer's agents). However, Romtec can assist the customer in obtaining repair or replacement of such items (at the Customer's expense).
37. Unless otherwise specifically agreed in writing, Romtec will ship all items upon completion of production, and the Customer will accept delivery of completed items upon arrival.
38. Romtec will ship all items using the minimum number of deliveries for efficient transport, as determined by Romtec. If the Customer elects to increase the number of deliveries, it may result in a change order for the increased shipping costs.
39. Romtec does not have capacity for long-term storage of completed goods. In the event of a delay to the agreed delivery date, Romtec may, in Romtec's sole discretion, offer to store completed goods for the Customer at a minimum rate of \$450/month depending on the nature of the completed goods and the availability of storage space.
40. Regardless of any delay to shipping completed goods, Romtec will invoice for and Customer shall pay as agreed for Romtec's completed work based upon the date the goods were ready to ship.
41. Unless otherwise specifically agreed in writing, Romtec shall not be liable to the Customer, Owner, or any other entity for any costs or damages related to delays in shipping or delivery for any reason.

Insurance

42. Romtec will provide its standard insurance certificate with the Customer and/or Owner listed as an additional insured upon request. Coverage includes:
 - a. Commercial General Liability: \$1 million per occurrence, \$2 million aggregate
 - b. Automobile: \$1 million (any auto, owned, rented, not owned)
 - c. Installation Floater: \$2 million
 - d. Umbrella/Excess: \$5 million

43. Customer and Romtec agree to waive all rights of subrogation against each other and their respective officers, agents, subcontractors, and employees.
44. Customer and Romtec agree to waive any special, indirect, incidental, consequential, or punitive damages against each other and their respective officers, agents, subcontractors, and employees.

General

45. The contract documents consists of the Romtec Purchase Agreement, these Terms & Conditions, the Romtec preliminary submittal (SSDS), any executed change orders, and any other documents specifically included with, attached to, or referenced within the Romtec Purchase Agreement and Terms & Conditions.
46. Except for specific changes agreed in writing in the Contract Documents, these Terms & Conditions shall control and supersede any other provisions, terms, conditions, writings, or agreements, including but not limited to a customer's Purchase Order, confirmation, or other communication between Romtec and the Customer.
47. The Purchase Agreement is effective and binding upon execution of the agreement by both parties, unless an alternate date of effect is included in the Purchase Agreement.
48. The Purchase Agreement may be executed in multiple counterparts, all of which shall constitute one agreement regardless whether all parties have signed the same counterpart.
49. The parties agree that electronically signed copies of the agreement shall be of the same effect as wet signed physical copies of the agreement.
50. Unless otherwise specifically agreed in the contract documents, all legal matter shall be interpreted per the laws of the State of Oregon, and the legal venue and jurisdiction for all legal proceedings shall be the courts of the State of Oregon in Douglas County, without regard for any conflict of law rules or principles.
51. For any required notices, the party providing the notice shall deliver the notice to the other party via one of the following methods: Physical copy via personal delivery by the sender or sender's agent at the designated office of the recipient; Physical copy sent via recognized U.S. overnight carrier; Physical copy sent via postage prepaid, registered/certified mail with the U.S. Postal Service; Electronic copy via email to and from a confirmed and valid email address; Electronic copy via facsimile. In any case, Notice shall be deemed delivered upon receipt by the recipient, but no later than two (2) days after being sent via any of the methods above.
52. In the event of any legal proceeding between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all applicable costs, damages, and expenses, including but not limited to reasonable attorney fees. This recovery is in addition to any monetary judgment or award resulting from litigation of any kind, including but not limited to arbitration, trial, bankruptcy, or similar proceedings.
53. If any term(s) of the agreement are found to be invalid or legally unenforceable, those terms shall be considered severed and shall not effect the remaining terms of the agreement, except to the extent such remaining terms may be revised in a legally acceptable manner to effect the intent of the parties in originally including the severed term(s).
54. A waiver of any provision or requirement of the agreement or failure to either party to enforce strict performance as agreed shall not be a waiver of any subsequent violation or prejudice either party's rights and remedies as defined herein.
55. Neither party shall be liable for any delay or failure to perform any obligation under this agreement nor shall either party be liable for damages (including indirect or consequential damages) to the extent such non-performance, delay, loss, or damage that results from circumstances beyond the reasonable control of the defaulting party (Force Majeure events). Such Force Majeure events include Acts of God, fire, flood, earthquake, explosion, extreme weather, war or related hostilities, blockades, public disorder, pandemic or other public health emergency, quarantine restrictions, embargo, labor strike or other labor disturbance, unavailability of electronic communication or equipment, and/or compliance with any legal requirement or lawful order, insistence, or directive from any government and/or military authority.