

STANDARD TERMS & CONDITIONS

IN THE ABSENCE A PROJECT SPECIFIC CONTRACT OR ACTIVE MASTER SERVICES AGREEMENT (MSA), these Standard Terms & Conditions ("Terms") constitute a binding agreement ("Agreement") between Metrotek Electrical Services Company, a Pennsylvania Corporation, ("Metrotek") and the person or organization (and/or their affiliates or assignees, individually or collectively) ("Client") for whom Metrotek is performing Work (as defined below) in accordance with a Proposal (as defined below) for which a purchase order ("PO") has been accepted by Metrotek. "Party" shall mean either Client or Metrotek; "Parties" shall mean Client and Metrotek.

1. Proposal and Scope. A Proposal shall mean that document setting forth the scope of all labor, materials, supplies, equipment, services, supervision and administration (collectively, "Work") reasonably inferable, customary or necessary for performance by Metrotek on the Client's behalf. Each Proposal is valid for the number of days specified therein. Unless otherwise expressly stated therein, a Proposal does not constitute an offer and Metrotek may withdraw or revise any Proposal at any time before accepting a Client's PO. A Client's PO will only become binding as of the date of Metrotek's written acceptance ("Acceptance Date"), at Metrotek's sole discretion.

2. Acceptance of Terms by Client. The Terms herein, together with the Proposal and any applicable plans or specifications acknowledged and approved in writing by Metrotek, are binding and controlling, represent the full and complete understanding and agreement between Metrotek and the Client related to the applicable Work and supersede all prior agreements (whether written or oral) with respect to the Work that is the subject hereof. No amendment, modification or waiver of these Terms (including any terms or conditions proposed by the client in any PO or other written acknowledgement that conflict with, or are in addition to, any of the provisions hereof) shall be binding on Metrotek unless expressly agreed to in writing by an authorized representative of Metrotek. Metrotek's failure to object to any term or condition contained in any communication from the Client shall not be deemed a waiver of any provision of these Terms. **CLIENT ASSENTS TO ALL THE TERMS CONTAINED HEREIN AS A CONDITION OF ANY PO ACCEPTED BY METROTEK.**

1. Work. Metrotek shall only furnish the Work identified in its applicable Proposal and shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. Metrotek will undertake commercially reasonable efforts to complete the Work in accordance with the timetable set forth on the applicable Proposal, if applicable, it being understood that time is of the essence in performing the Work. In no event shall Metrotek be liable to Client for any liquidated or consequential damages for any delays that are not in Metrotek's control.

2. Proposed Price. The price quoted for the Work ("Price") is valid for the number of days set forth on the applicable Proposal and is subject to change without notice thereafter. If no date is provided in the applicable Proposal, Metrotek reserves the right to modify the proposed Price for the Work at any time prior to the acceptance of the Proposal by the Client. If the price of materials materially increases from the time of acceptance of the Proposal by the Client until the date on which Client provides notice to Metrotek authorizing Metrotek to initiate performance of the Work set forth in the applicable Proposal ("Authorization Date"), through no fault of Metrotek, the price quoted for the Work shall be adjusted by an amount reasonably necessary to cover any such material price increases. In all cases, Metrotek shall not be liable for additional costs or damages of cost increases that are of no fault of Metrotek. All prices quoted for work may be subject to applicable state sales taxes unless an acceptable exemption certificate is furnished to Metrotek.

3. Payment for Work. Unless otherwise specified in the applicable Proposal, Client shall pay Metrotek the complete Price for the performance of the Work (or a partial amount of the Price if the invoice represents a progress billing) within thirty (30) days after receiving an invoice detailing the Work completed (or partially completed in the case of a progress billing). Unless agreed to by Metrotek in writing, the obligation of Client to make timely payment of an invoice it receives for Work performed by Metrotek, whether for a progress payment or final payment, shall not be contingent in any way and shall not be reduced by any amount, including by any retainage. If delays in completion of any portion of the Work occur for reasons not in Metrotek's complete control, Metrotek may require immediate payment for materials accumulated and Work performed through the date of the delay plus any additional associated costs occurring because of the delay, if applicable. If there is any dispute by Client about any amount invoiced by Metrotek, the amount not in dispute shall be promptly paid as described above, and any disputed amount which is ultimately determined to have been due shall be paid with interest at an annual rate of twelve percent (12%) from the date of withholding to the date of payment. Client will provide a notice to Metrotek within five (5) days after receipt of Metrotek's invoice concerning any invoiced amounts disputed by Client, after which the amount indicated on the invoice will be deemed to be accepted by Client.

4. Change. A Change shall occur as a result of: (a) Any addition to, deletion from, suspension of or modification which necessitates a change in the Work, Price, Work schedule or any other condition of the Work that is agreed upon by Metrotek and the Client; or (b) Change of Law; or (c) any differing project schedule to the extent such differing project schedule is due to (i) a Client-

Caused Delay, (ii) acts or omissions (x) outside the reasonable control of Metrotek or its subcontractors, (y) within the control or responsibility of Client, including failure to timely satisfy Client's obligations, (z) within the control or responsibility of the applicable utility, or (iii) Force Majeure.

A Client-Caused Delay means a delay in Metrotek's performance of the Work or an increase in Metrotek's costs that has been demonstrably caused by (a) the failure of Client to perform any of its obligations related to the Work; (b) material interference in the Work resulting from the acts or omissions of Client; (c) a suspension, delay or interruption of the Work by the Client; (d) a failure of the Client to comply with the Work's project schedule, unless such failure is caused by an event of Force Majeure; (e) a failure of the Client's separate contractors and suppliers to comply with the Work's project schedule, unless such failure is due to an event of Force Majeure or due to the failure of the Metrotek to coordinate with Client; (f) a change to the Work directed by the Client; or (g) other act or omission of the Client for which a Metrotek is expressly entitled to an extension of the Works' project schedule.

Changes in the Work may be accomplished only by written acceptance by Metrotek. Nothing in this Agreement prohibits the Client and Metrotek from entering into separate contracts for other Work.

Provided that Metrotek has used all reasonable efforts to avoid and mitigate any potential delays to the Work schedule and increased direct or indirect costs resulting from a Change, to the extent that Metrotek reasonably demonstrates that a Change will delay Metrotek's ability to perform the Work, or the time or cost (including reduction thereof) of performing the Work, or any other obligation under the Proposal, Metrotek or Client, as the case may be, shall be entitled to an equitable adjustment as appropriate to the Price, the Work schedule and/or such other parts of the Proposal as may be affected by such Change

5. Suspension or Termination of Work. Client may elect to suspend or terminate performance of all or a portion of the Work as circumstances permit, indicating (i) the portion of the Work the performance of which Client has elected to suspend or terminate; (ii) Client's estimate, if a suspension, of the duration of any suspension; and (iii) the effective date of such suspension or termination of the Work.

Metrotek may elect to suspend or terminate the Work if: (i) Client becomes insolvent or ceases to do business in the normal course; (ii) Client fails to make payment on the terms and within the time specified herein; or (iii) Client is unable to meet its obligations herein.

A suspension or termination of the Work shall be a Change, pursuant to which Metrotek shall be entitled to an equitable adjustment to one or more of the Price or the Work schedule. During the period of any Work suspension, costs for ongoing Work not subject to such suspension shall be paid on a current basis. In the event of Work suspension or termination by Client or by Metrotek, Metrotek shall have all rights and remedies available at law or in equity. Metrotek shall be entitled to recover costs for materials and services supplied, including reasonable overhead and profit, applicable damages, and collection fees and costs. The Work may be terminated by Client by written notice to Metrotek and upon payment of all costs incurred by Metrotek up to the date of termination together with all reasonable termination expenses. The termination of Work by Client shall be without prejudice to any rights which shall have accrued to the benefit of Metrotek prior to such termination.

6. Completion of the Work. All completed Work shall be approved by Client and, as such, Client may inspect Metrotek's performance of the Work at any time. Any product, creation or service resulting, directly or indirectly, from any Work performed by Metrotek pursuant to an applicable Proposal shall be the sole property and belong wholly to Client and Metrotek shall undertake, or assist in, any and all actions and execute any and all documents, instruments or other applicable writings to fully vest ownership of such product, creation or service in Client or its designee. Metrotek shall furnish on demand any records relating to the Work as may be requested by Client.

Final completion of the Work ("Final Completion") shall mean when all items necessary to complete the Work have been completed in accordance with the Proposal.

If Client, in good faith, disputes Metrotek's determination that Final Completion has been achieved for any item of the Work, Client shall provide a Notice to Metrotek identifying all of the deficiencies in the requirements for the achievement of Final Completion as expeditiously as possible, but in no event longer than ten (10) days after receipt of the Notice of Final Completion. Client's Notice to Metrotek shall provide details regarding the deficiencies identified and any proposed corrective actions. Metrotek shall take any actions that it deems necessary to correct the deficiencies identified by Client, at Metrotek's sole cost and expense, and shall re-deliver its Notice of Final Completion once any such corrective actions are taken. Client shall have five (5) days after each subsequent notification by Metrotek to advise Metrotek, in writing, of any remaining deficiencies to be corrected by Metrotek. In the event that Client and Metrotek are unable to agree regarding the existence or correction of any deficiencies identified by Client, the disputed matter or matters shall be resolved pursuant to the dispute resolution procedures set forth herein. If Client agrees that Final Completion has occurred for the Work (or a dispute with regard thereto is resolved in favor of Metrotek), Client shall certify its acceptance of Final Completion in writing. The "Final Completion Date" shall be the date upon which all of the conditions of Final Completion have been satisfied.

7. Client Responsibilities. Unless otherwise agreed upon by Metrotek in writing, the Client shall secure and pay for all applicable permits, fees, licenses and inspections by Governmental Authorities necessary for proper execution and completion of the

Work. Client shall provide access to the Project Site as reasonably needed by Metrotek for the performance of the Work (including such easements and access rights as necessary to permit Metrotek to conduct the Work). Client shall reasonably cooperate with Metrotek during the performance of the Work. Such cooperation shall include supply of all those items, personnel, services, and information required to be supplied by Client by the Proposal.

8. Title & Risk of Loss. Metrotek warrants good title to all equipment, design documents, materials, equipment, tools and supplies furnished in the performance of the Work and shall use reasonable efforts to keep the foregoing free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever. Title to all such materials, equipment, tools and supplies shall pass to Client upon the earlier of (a) delivery to the project site or (b) payment therefor by Client to Metrotek for invoiced amounts pertaining thereto. Delivery shall be made when such materials arrive at the project site. Notwithstanding passage of title, Metrotek shall retain custody and control of such materials, equipment, tools and supplies and shall exercise due care with respect thereto until the substantial completion date of the Work. Metrotek is not responsible for loss or damage to the extent caused by the negligent acts or omissions, or willful misconduct, of Client, its agents or employees. Client shall be responsible for such loss or damage including the deductible portion of such loss under the Client's own builder's risk insurance. Upon the substantial completion of Work, Client shall take care, custody and control of the project site and shall thereafter be solely responsible for operation, maintenance and risk of loss thereof, provided that such transfer shall not limit Metrotek's remaining obligations to the Client.

9. Warranty. The Work shall be executed in a workmanlike manner free of defects. Unless specified in writing otherwise, Metrotek warrants the Work performed by it for a period of one (1) year from the date of completion of Metrotek's Work. Upon notice of a warranty claim by Client, Metrotek shall commence repairs within a reasonable time. Metrotek shall not be responsible for any damage by the Client, Client's failure to maintain, or for normal wear and tear. Metrotek's liability for any claim arising out of or relating to its Work shall be limited to the price allocable to the Work which gives rise to the claim. Metrotek shall not be liable for special, indirect, incidental, or consequential damages of Client including without limitation loss of use or under-utilization of labor or facilities or loss of revenue or anticipated profits. Any action by Client arising out of or relating to this agreement must be commenced by Client within one (1) year after the date of completion of Metrotek's Work.

EXCEPT FOR THE ABOVE WARRANTY, METROTEK MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Code compliant electrical work at the time of its inspection is not warranted against violations occurring to said Work after its inspection due to encumbrances by any other trades, general construction, machinery or Client installations. Metrotek shall not be responsible for trade coordination that results in violations in the electrical system.

10. Hazardous Substances. Metrotek will not handle, move, store, treat or dispose of any hazardous substances. If hazardous substances are found on or in equipment to be serviced on Client's premises, Metrotek may terminate the Work. Upon such termination Client shall pay Metrotek for Work performed and costs incurred (including reasonable termination costs) to the time of termination. Client shall indemnify and hold harmless Metrotek from all damages, losses, and expenses relating to hazardous substances.

11. Force Majeure. Either Party shall be excused from performance and shall not be considered to be in default with respect to any obligation to each other, if, and to the extent that, its failure of or delay in performance is due to an event of Force Majeure, and both Parties shall use reasonable efforts and due diligence to mitigate such an event. If either Party's ability to perform its obligations hereunder is affected by an event of Force Majeure, such Party shall promptly, but in any event within fifteen (15) days of learning of such event, give notice to the other Party stating the nature of the event, its potential effect and the anticipated duration thereof, and any action being taken to avoid or minimize its effect. The burden of proof shall be on the Party claiming Force Majeure. The suspension of performance of Work due to an event of Force Majeure shall be of no greater scope and no longer duration than reasonably required. The Party suffering the Force Majeure shall use its Reasonable Efforts and due diligence to partially or fully remedy any inability to perform arising from such event of Force Majeure. If such suspension shall have occurred, the project schedule shall be extended by a period equal to the amount of time (including a reasonable period for remobilization) as demonstrated by Metrotek to be necessary for Metrotek to make up for the delay. Any impact to the Price or the project schedule shall be addressed as a Change.

Force Majeure means any cause beyond the reasonable control of, and not reasonably foreseeable by, a Party, including any act of God; act of civil or military authority; act of war, whether declared or undeclared; act (including delay, failure to act, or priority) of any Governmental Authority (federal, state or local); civil disturbance; insurrection or riot; sabotage; fire; severe inclement weather conditions atypical for the location and/or season; earthquake; flood; embargo; fuel or other energy shortage.

12. Indemnification Obligations.

(a) Client's Indemnification Obligation. Client shall defend, indemnify and hold harmless Metrotek and its subcontractors, and their employees, agents, officers and assigns, their respective employees, agents, officers, partners and directors and anyone else acting for or on behalf of them and any of their respective assigns, from and against all liabilities, claims, damages, losses and expenses (including reasonable attorneys' fees and court costs) for injury to or death of persons, including employees of Client, and for loss of or damage to the property of third parties which directly or indirectly arise out of or result from any willful misconduct or

negligent, reckless or tortious act or omission (including strict liability) of Client or any person employed by Client (other than Metrotek or its subcontractors).

(b) Metrotek's Indemnification Obligation. Metrotek shall defend, indemnify and hold harmless Client and its affiliates and their respective employees, agents, officers and assigns, their respective employees, agents, officers, partners and directors and anyone else acting for or on behalf of them and any of their respective assigns, from and against all liabilities, claims, damages, losses, and expenses (including reasonable attorneys' fees and court costs) for injury to or death of persons, including Metrotek's employees or its subcontractors' employees, and for loss or damage to the property of third parties which directly or indirectly arise out of or result from any willful misconduct or negligent, reckless or tortious act or omission (including strict liability) of Metrotek or any of its subcontractors or any person employed by any of them.

13. Limitation of Liability.

EXCEPT WITH RESPECT TO (A) LIABILITIES ARISING OUT OF A PARTY'S OBLIGATIONS TO INDEMNIFY THE OTHER PARTY PURSUANT TO ARTICLE 12 FOR THIRD-PARTY CLAIMS, OR (B) LIABILITIES RESULTING FROM THE GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR ILLEGAL OR UNLAWFUL ACTS OF A PARTY OR ITS PERSONNEL, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL CLIENT BE LIABLE TO METROTEK FOR ANY DAMAGES, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LOSSES, COSTS, EXPENSES OR LIABILITIES IN EXCESS OF AN AMOUNT EQUAL TO (A) ONE HUNDRED PERCENT (100%) OF THE CONTRACT PRICE, AS ADJUSTED FOR CHANGE ORDERS, MINUS (B) ANY AMOUNTS PAID BY CLIENT TO METROTEK, REGARDLESS OF WHETHER SUCH LIABILITY ARISES OUT OF BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, CONTRIBUTION, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY; PROVIDED, HOWEVER, THAT THE PRECEDING LIMITATION OF LIABILITY SHALL NOT APPLY TO, AND NO LIABILITY AMOUNTS SHALL APPLY AGAINST SUCH LIMITATION OF LIABILITY FOR, (I) LIABILITIES RESULTING FROM THE GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR ILLEGAL OR UNLAWFUL ACTS OF CLIENT OR ITS PERSONNEL, (II) LIABILITIES ARISING OUT OF CLIENT'S OBLIGATIONS TO INDEMNIFY METROTEK OR OTHER INDEMNITEES FOR THIRD-PARTY CLAIMS UNDER THIS AGREEMENT BY PARTIES NOT UNDER CONTRACT WITH THE PARTY SEEKING INDEMNITY, (III) ANY TAXES PAYABLE BY CLIENT, OR (IV) DAMAGES FOR RISKS REQUIRED TO BE INSURED BY CLIENT UNDER THIS AGREEMENT.

14. Dispute Resolution. In the event a dispute arises between Client and Metrotek regarding the application or interpretation of, or in any way relating to these Terms including any breach of these Terms, Client and Metrotek shall use reasonable efforts to reach an equitable resolution of the dispute on an expedited basis. The validity, interpretation and effect of these Terms shall be governed by laws of the Commonwealth of Pennsylvania without consideration of its choice of law analysis. Any dispute between the parties related to the Work or these Terms shall be determined by the Pennsylvania Court of Common Pleas, Northampton County, with the parties hereby consenting to such venue as the sole forum for such disputes except as otherwise noted. Client hereby consents to the personal jurisdiction of the Courts of the Commonwealth of Pennsylvania. In the event of any action before the court, the court shall award reasonable attorneys' fees and expert costs, if any, to the substantially prevailing party. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

Metrotek, at its sole discretion, may elect to subject disputes arising out of this Agreement to resolution by mediation, arbitration or litigation. This election may be made at any time by Metrotek. Unless otherwise agreed by the Parties at the time of such election, the rules governing mediation or arbitration invoked by Metrotek shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association. Client hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. In the event of an election of arbitration, the Arbitrator(s) shall have the exclusive power to determine issues of arbitrability. Such arbitration shall be final and binding upon the parties. The arbitrator(s) shall award reasonable attorneys' fees, arbitration costs and expert costs, if any, to the substantially prevailing party. In the event of any claim or dispute between Metrotek and Client, Metrotek shall proceed diligently with performance of the Work, including that in dispute, and Client shall continue to make payments in accordance with this Agreement. The obligations set forth herein shall not be binding upon either Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other equitable relief, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual dispute or (ii) actions to collect payments not subject to a bona fide dispute or (iii) claims permitted hereunder against third parties.

15. Representations by Client

(a) Existence and Powers. Client is validly existing and in good standing under the laws of its state of incorporation with full legal right, power and authority to contract with Metrotek for the performance of Work and to perform its obligations under this Agreement.

(b) No Conflict. The transaction contemplated by the Proposal does not (i) conflict with, violate or result in a material breach of any constitution, law or governmental regulation applicable to Client or (ii) conflict with, violate or result in the material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which Client is a party or by which Client or any of its properties or assets are bound, or constitutes a material default under any of the foregoing.

(c) Approvals. Client has obtained and is in compliance with all governmental approvals that Client is required to obtain for the valid delivery and performance of the Work by Metrotek set forth in the associated Proposal, and all such governmental approvals are in full force and effect.

(d) No Litigation. There is no action, lawsuit or proceeding, at law or in equity, before or by any court, governmental or arbitral body, pending or, to the best of Client's knowledge, threatened against Client, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of the Work by Metrotek or on the ability of Metrotek to perform its obligations set forth in the Proposal or hereunder.

(e) Assets. Client has cash on hand and/or binding financial commitments to deliver the Price to Metrotek in accordance with the terms of the Proposal or this Agreement.

16. Miscellaneous.

(a) Relationship of the Parties. Metrotek is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with Client other than that of independent contractor, nor shall it be construed as creating any relationship whatsoever between Client and Metrotek's employees. Neither Party shall have the right or power to bind any other Party to any agreement without the prior written consent of such other Party. The Parties do not intend by this Agreement to create a joint venture, a partnership, a corporation, or any other business entity or association, or an entity taxable as a corporation or otherwise.

(b) Effect of Invalid Provisions. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement. The Parties shall negotiate an equitable adjustment in such portions or provisions of this Agreement to affect the underlying purposes of this Agreement.

(c) Order of Precedence. In the event there is a conflict among provisions of this Agreement, all provisions in the body of this Agreement shall take precedence over Exhibits and the Scope of Work shall take precedence over its appendices and the other Exhibits.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein. As of the Acceptance Date, this Agreement shall replace and supersede any other agreements entered into by the Parties or their affiliates in their entirety.

(e) Modification in Writing. No oral or written modification of this Agreement by any officer, agent or employee of Metrotek or Client, either before or after execution of this Agreement, shall be of any force or effect unless such modification is in writing and signed by the Party to be bound thereby.

(f) Continuing Obligations. The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions, any course of dealing or custom of the trade notwithstanding.

(g) Headings. The headings contained herein are included solely for the convenience of the Parties and are not part of this Agreement.

(h) Drafting Ambiguities. Preparation of this Agreement was made by Metrotek. Any rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, or any amendments hereto.

(i) Further Assurances. Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are

not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

(j) Cooperation. In the event any portions of the Agreement, including the Work set forth in the associated Proposal, require further refinement and elaboration following the Acceptance Date, the Parties agree to cooperate and work together in good faith to accomplish such refinement, elaboration, and finalization in a manner consistent with the intent of the Parties and the purpose of this Agreement.

(k) Notices. Any notice pursuant to the Terms of this Agreement shall be in writing and either: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service with delivery receipt requested; or (d) sent by electronic mail or other electronic means and acknowledged by recipient:

If to Metrotek:

MetroTek Electrical Services Company
2200 Northwood Avenue, Suite 2
Easton, PA 18045
Attention: Aaron Brosseau
(P) 610.365.2390 ext. 421
(E) abrosseau@metroelectrical.com

If to Client:

To the name and address set forth on the associated Proposal.

(l) Effect of Notices. Notices shall be effective when received by the Party to whom addressed.

<< End of Agreement >>