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TERMS

NOTICE: Any sale of Products (defined herein) and/or Services identified herein is expressly conditioned on the Purchaser's assent to the terms and conditions contained or referred to herein. Any additional or different terms proposed by the Purchaser are expressly objected to and will not be binding upon the Parties unless specifically assented to in writing by their respective Authorized Representatives. Any statement or request to perform hereunder, or Purchaser's allowance of performance of work or provision of Products shall constitute assent to these terms and conditions.

RELATIONSHIP

Nothing contained herein shall be construed to create the relationship of Employer and Employee or Agent and Principal between the Purchaser and TAC Industrial LLC. TAC Industrial LLC shall conduct its business as an independent contractor and shall have no authority to create, alter or amend any agreements or representations on behalf of the Purchaser or to incur any liabilities for the Purchaser.

WARRANTY

TAC Industrial LLC agrees to use its best efforts in conducting activities for the Purchaser and further agrees to refrain from taking any action to injure the Purchaser or its reputation.

TAC Industrial LLC's services will be performed, findings will be obtained and recommendations will be prepared in accordance with generally and currently accepted principles and practices. This warranty is in lieu of all other warranties either express or implied.

TAC Industrial LLC makes no warranties or representations of any kind, express or implied with respect to any of the subcontracted services supplied by it hereunder. The sole warranties and representations that shall apply with respect to such services or equipment shall be those warranties and representations, which have been given or made by suppliers or subcontractors of TAC Industrial LLC or by manufacturers of such equipment to end-user. TAC Industrial LLC shall take any action reasonably requested in writing by the Purchaser to maintain and preserve for the benefit of the Purchaser at the Purchaser's expense all of the foregoing supplier, subcontractor, and manufacturer warranties during the term of the contract.

All warranties are void for work which has not been paid for within TAC Industrial LLC's terms.

LIMITATION OF LIABILITY

TAC Industrial LLC shall not be liable to the Purchaser for claims of incidental, indirect, consequential or other damages for loss of anticipated profits, personal injuries, loss of use or revenue losses by any reason of jobsite shutdown or service interruptions or cost of capital connected with or resulting from performance by TAC Industrial LLC, except where such claims arise out of any grossly negligent act of TAC Industrial LLC. The Purchaser agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against TAC Industrial LLC to the contract price on account of any error, omission, professional negligence, or for any other reason. Affiliates, officers, employees, and agents of TAC Industrial LLC shall not be liable for any claims as discussed above.

THE ABOVE RATES AND GENERAL CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE