



Standard Commercial Terms & Conditions for Provisions by Monaco Enterprises, Inc. (Monaco)

1. Monaco's proposal or quotation and any and all other correspondence and clarifications from Monaco to You for Monaco's provision(s) are fully incorporated herein by reference and are part of this agreement with You.
2. **SUPPLIER.** Except when Monaco Enterprises, Inc. has accepted and confirmed to be the engineer or designer of record, or as the installer of record, for a project's specified system, Monaco is providing a quotation for equipment solely as an equipment supplier and not as a subcontractor. In such cases when Monaco is the equipment supplier and not the designer, engineer, or installer of record, project specifications and drawings provided by the designer / engineer of record are instructions for the installing contractor / subcontractor. Monaco is not responsible for the accuracy or completeness of requests for quotations, proposals, or orders. It is the Customer's responsibility to ensure that project requirements are met by the equipment and / or services requested to be quoted, proposed, or provided by Monaco. Monaco assumes no responsibility for the accuracy, completeness or appropriateness of project designs, specifications, drawings, or implied functionality but will rely on the Customer's requests or provided take-offs for quoting. Customers or installing contractors / subcontractors, and not Monaco, are responsible for any site verification visits or confirmations. Based on updates provided by You, Monaco can update existing quotations or proposals to incorporate additional, or changes in, required equipment or support.
3. **FORCE MAJEURE.** Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, pandemics, embargoes, acts of terrorism, shortages of materials or workmen, supply chain interruptions, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Subject to the consequences of and constraints caused by such delay (including availability of manpower), dates for the performance or completion of the work shall be extended by a mutually agreeable period of time as may be reasonably necessary to compensate for the delay.
4. **DAMAGES & LIABILITY.** In no event shall Monaco, its employees, agents or representatives be liable for damages of any kind, whether in contract or in tort, in excess of the agreement or contract price; nor for liquidated, special, indirect, punitive or consequential damages which include but are not limited to loss of rents, capabilities, revenues, profit, good will, or use of equipment or property, or operational / business interruption. In no event shall we be liable for special, indirect, consequential or liquidated damages for default or delay. Damages shall only be assessed against us for our proportional share that is a direct result of our own negligent acts or omissions. Customer's remedies hereunder are exclusive. Liability for the negligence of others is specifically excluded.
5. **ORDER REQUIREMENTS.** Payment arrangements are required at time of order (credit card, ACH, wire info or available credit) to avoid orders being placed on hold while awaiting payment arrangements. By placing an order with Monaco, You authorize Monaco to process payment in order to release the order for production or shipping, as applicable. Payment will be processed prior to shipment except for available credit. Payment in excess of available credit is due at time of order in order to commence order fulfillment and to avoid orders being placed on hold. We reserve the right to refuse any order. All orders must be accompanied by a Customer Purchase Order (PO) that references and incorporates Monaco standard terms and conditions. Any changes to an order must be approved in writing by You and must be accompanied by a revised PO from You prior to production. Any changes to an order after release to production may result in restocking fees.
6. **ORDERS HELD FOR NON-PAYMENT.** Any order held at shipment or otherwise due to non-payment will be held for a maximum of (5) business days whereupon, if payment has not been received by Monaco, the order contents will be returned to inventory and a 25% re-stocking fee will be assessed and added to the total order and required payment amount. Orders held for more than (90) days are subject to re-pricing.
7. **ORDERS ON HOLD.** Placing an order "On Hold" delays releasing an order into production and locks in order pricing for up to ninety (90) days. Should this 90-day "On Hold" period expire without the order being released into production, Monaco will review current order and pricing and modify the order and pricing if warranted. In such a case, a revised purchase order from You that reflects the updated order and / or pricing is required to release the order into production. Non-special order items placed "On Hold" (including credit hold) after production / work has commenced will only be kept "On Hold" for up to twenty (20) business days. After twenty (20) business days, these non-special order items will be shipped or returned to stock with applicable restocking fees being applied. Special order items released from "On Hold" or that have work / production commenced are non-returnable and non-cancelable.
8. **TAXES & RESALE / TAX-EXEMPT CERTIFICATES.** All prices quoted are exclusive of any sales, use, value-added or other taxes. You are solely responsible for determining whether any transaction, whether in whole or in part, under this Agreement is subject to state or local sales and use taxes. Monaco will collect and remit sales tax in all jurisdictions where required by law, unless You provide Monaco with a legally valid, timely, accurate, authorized and properly executed tax exemption or resale certificate applicable to and allowable for the purchase. In the event any taxing authority at any time determines that additional taxes are due on the products or services provided hereunder, You agree to promptly indemnify and hold Monaco harmless for the amount of such tax, including any related interest or penalties, resulting from your failure to provide such certificate or not, or pay the appropriate tax, interest and penalties. You agree to provide this certificate no later than the time of order. Otherwise, you agree that all applicable sales / use / similar taxes will apply and be included in your order. Monaco will apply taxes to Your order if Monaco determines that the certificate provided by You is invalid or legally dubious. In any case, Monaco will not ship material or schedule services without Your resale / tax-exempt certificate in hand or taxes applied to Your order.
9. **POINT OF PRODUCTION, ORDERING AND VENUE.** Ordering Address & Payment Address: Monaco Enterprises, Inc., Post Office Box 14129, Spokane, WA 99214-0129. Unless stated otherwise, all Monaco-manufactured equipment described in quotes or proposals are U.S. End Products and assembled in Spokane, WA, U.S.A. Venue of any legal action with Monaco Enterprises, Inc. shall lie in Spokane County, WA, USA.
10. **SHIPPING, PARTIAL SHIPMENTS & FREIGHT.** Stated delivery timelines are estimates only, not guaranteed and subject to change. All prices are quoted F.O.B. Shipping Point (Spokane, WA, USA). Shipments will be made in the most economical manner and with standard Monaco commercial handling, packing, markings, labeling and documentation unless specified in advance by Customer. If export, expedited, bar-coding, or special or

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non-standard, handling, packing, marking, labeling, documentation, etc. requirements are necessary, instructions must be clearly stated on customer PO / contract documents. Additional charges may apply to such requirements. Risk is transferred to you when goods are handed over to shipper / transporter or when goods leave our warehouse for shipment. If shipment is not possible through no fault of Monaco, risk is transferred to you on the day of shipment readiness. Most items are available from stock or production within thirty (30) days of order receipt by Monaco. Certain products or systems with engineered solutions, special order components, etc. may require longer lead times. Firm shipping dates can usually be confirmed at or near time of order. We reserve the right to ship your order early in the event that production schedules allow for early completion. Monaco cannot confirm exact delivery dates. If the quoted / proposed equipment exceeds the size / weight limitations of the designated delivery instructions on a contract / PO, an alternate freight method may be required. All orders may be fulfilled by partial shipments at Monaco's discretion and are permitted by You. In the case of partial shipments, Monaco may invoice You for the amount of product shipped via partial shipments and You agree to pay invoices within thirty (30) days of the date of invoice. A freight estimate for the additional method will be supplied by Monaco for contract / PO adjustments, if applicable. Wherever possible the bulk of the equipment will ship via the designated method while the oversized/overweight item(s) may ship via an alternate method. Stated delivery timelines are estimates only, not guaranteed and subject to change.

11. **DAMAGED GOODS.** Monaco makes every effort to protect against damage to goods in transit but is not responsible nor liable whatsoever for any such damage. In the unlikely event of the discovery of damage to goods upon receipt, the customer is responsible for filing and settling any and all claims for loss or damage with the carrier.
12. **PAYMENT TERMS.** All orders are subject to Monaco standard terms and conditions and not Purchaser's. In case of any dispute or disagreement, Monaco standard terms and conditions will take precedence and prevail. Placing an order with Monaco constitutes acceptance of, and consent to, Monaco standard terms and conditions. We reserve the right to accept or refuse any order(s) for any reason(s). Net 30 credit terms are available on approved credit via completed and signed Monaco credit application. It is Your responsibility to promptly arrange payment for orders in order to avoid delays, restocking fees and re-pricing. If Your financial conditions become impaired or unsatisfactory to Monaco for any reason, or if You are in default under any other agreement or payment obligation with Monaco, then Monaco may modify Your payment terms to include requirement of full prepayment, requirement of collateral security, right to recall or delay product fulfillment, or right to suspend Monaco's performance. First-time customer orders are subject to 100% prepayment terms. Accepted forms of prepayment (defined as payment received and fully processed) for new account orders include: bank wire transfer, Automated Clearing House (ACH) transfer, cashier's check, bank money order, and company check. All Technical / Installation / Onsite Services require 100% prepayment prior to scheduling the work. Credit cards (Visa, MasterCard, and American Express) are acceptable forms of payment. A 2.8% surcharge will apply to all credit card transactions. *International / overseas orders require 100% prepayment by bank wire transfer prior to shipment.* Unless otherwise indicated, quoted prices do not include taxes, expedite fees, bank wire fees, or shipping charges. Taxes and shipping charges are added to final invoices, as applicable. A finance charge of 1.5% per month will be added to all delinquent accounts. In any Monaco action to collect on delinquent customer accounts, Customer agrees to pay all associated costs and expenses of such collection efforts, including reasonable attorney fees and court costs. Minimum \$35.00 per check will be charged for all checks returned or rejected by our bank for any reason. Notwithstanding anything to the contrary in any agreement, payment to You by the owner, end user, or any other source / entity is not a condition precedent to payment to Monaco of any amounts due hereunder. Monaco reserves the right to discontinue production at any time payment is not current. Costs associated with any such interruption of production work will be Your responsibility. In the event that Monaco must employ counsel to seek collection of amounts due hereunder, You agree to reimburse Monaco for all costs and expenses, including attorney's fees, in addition to interest and other late payment penalties.
13. **PROPOSAL / QUOTATIONS NOT A BINDING OFFER.** A quotation / proposal does not constitute a binding offer by Monaco, but an invitation by Monaco to Buyer to place an order in accordance with the terms and conditions stated here and in the quotation / proposal. All orders received by Monaco are subject to acceptance by an authorized agent of Monaco. Monaco reserves the right to change prices or specifications of any provisions, and any promotional offers, at any time and from time to time without any notice or liability to you or any other person; cannot guarantee that provisions advertised or offered for sale on this proposal / quotation will be available when ordered or thereafter; reserve the right to limit quantities sold or made available for sale; do not warrant that the information provided (including without limitation product descriptions or photographs) are accurate, complete, reliable, current or error-free; and reserve the right to cancel, terminate or not process orders (including accepted orders) where the price or other material information is inaccurate or when we recognize abuse of our policies. If we do not process an order for such a reason, we will advise you that the order has been canceled and will either not charge you or apply credit to your account.
14. **PRICING.** Unless stated otherwise, pricing is based on standard Monaco products or services with standard configurations and provisions. Pricing and provisions are subject to change without notice. Pricing is honored as stated on valid quotes or proposals. Items placed on order, submittal, approval, or credit hold are subject to pricing changes after ninety (90) days on hold. In the event of governmental changes to applicable tariffs, Monaco reserves the right to adjust price(s) accordingly to account for all additional cost impacts. Questions regarding pricing can be addressed via contact with Monaco's Customer Service department at service@monaco-inc.com or (509) 926-6277.
15. **PRICE ESCALATION.** Price is based on delivery of equipment and/or installation services completed no later than 360 days after project award. If this date is extended through no fault of Monaco, updated material and labor (including travel) pricing to apply. Updated material and labor pricing (including travel) to apply with any increase in Monaco's cost of supplying the product or service caused by any law, regulation, tax, common carrier fees, tariffs, unusual supply chain event, or other event or circumstance of force majeure. An updated Purchase Order, executed change notice or contract modification reflective of this updated pricing will be required prior to delivery of equipment or mobilization for services, as applicable.
16. **PRICING & DELIVERY.** Price is based on delivery of equipment and installation services completed no later than 360 days after project award. If this date is extended, through no fault of Monaco, updated material and labor (including travel) pricing to apply. An executed change notice or

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- contract modification reflective of this updated pricing will be required prior to delivery of equipment or mobilization for services, as applicable.
17. BONDS. The provision and cost of bonds are not included in Monaco's price. If required, all bond premiums to be paid by the Customer.
 18. WORK BY OTHERS. Monaco is not responsible for, and does not approve, any work, design or engineering to be performed or performed by You or others (including code or regulatory compliance). Monaco will coordinate with others through You only. Discovery and notification of errors or discrepancies with planned or completed work (or planned or completed design / engineering) by others is by courtesy only.
 19. DOCUMENTATION. Monaco provides standard documentation only, and in reasonable time frames. Monaco will provide this to You only and for Your dissemination to others. This includes manuals, SOVs, schedules, quality programs, submittals, drawings, change notices, field reports, safety forms, reports, close-out documents, etc.
 20. CHANGES. Monaco will provide standard pricing (including labor rates, as applicable) for any changes or extra work. Any changes to the work, including pricing, must be approved by you in writing prior to submittal preparation, material order, production, and installation.
 21. TITLE & LIEN WAIVERS / RELEASES. Monaco retains title to all equipment supplied under this agreement (and may remove any such equipment which can be removed without material injury to real property), until all payments due hereunder have been received and processed. Monaco will sign lien waivers or releases when requested and only after full payment has been received and fully processed.
 22. RETURNS FOR CREDIT. Special order items are non-returnable / non-cancellable and cannot be substituted. In order to return standard purchased products to Monaco for credit:
 - a. Returns must be initiated by the Customer within forty-five (45) days of Monaco's issuance of the applicable invoice.
 - b. Items to be returned must be in new / unused condition and in original Monaco packaging.
 - c. Written return authorization from Monaco is required.
 - d. A Return Material Authorization (RMA) number must be issued by Monaco. RMA numbers can be obtained by contacting Monaco's Customer Service department at service@monaco-inc.com or (509)926-6277.
 - e. Once approval and an RMA number is provided by Monaco, merchandise must be returned to Monaco no more than twenty (20) business days from the provision of the RMA number.
 - f. Qualifying returned items are subject to a 25% restocking fee (minimum fee of \$50.00).
 23. CANCELLATIONS. Provided no work has been performed against an order, cancellations, changes or substitutions may be permitted without additional charge (not including cost differences in product specifications or provided solutions). In the event work has been applied to an order and the order can be canceled (subject to Monaco's sole discretion), a 25% restocking fee (minimum fee of \$50.00) may be assessed. Special order items are non-returnable / non-cancellable and cannot be substituted.
 24. RETURNS FOR REPAIR. Before initiating a return, customers should contact Monaco's Product Support Group (PSG) for troubleshooting assistance at service@monaco-inc.com or (509)926-6277. Before returning merchandise, a Return Material Authorization (RMA) number must be issued by Monaco. RMA numbers can be obtained by contacting Monaco's Customer Service department at service@monaco-inc.com or (509)926-6277. If the merchandise is not under warranty or the warranty is not in effect, an estimate will be provided by Monaco with the RMA number. In this case, the customer must provide a purchase order and method of payment in order for Monaco to proceed with any repairs. Monaco cannot accept merchandise for repair if not accompanied by an RMA number, purchase order (as applicable), and method of payment (as applicable). Repairs and / or replacements are subject to Monaco's review and in accordance with Monaco's standard warranty. If repair is not feasible, Monaco will contact you.
 25. WARRANTY. Monaco warrants that the goods manufactured by Monaco and supplied hereunder are free from defects in material and workmanship for twelve (12) months from the date of delivery but no more than fourteen (14) months after the date of shipment from Monaco facilities (whichever is earlier). Warranty coverage only applies to products referenced herein that have been properly installed using factory-approved wiring and installation techniques as provided in the installation manuals. You, not Monaco, assume full responsibility for how or if the equipment supplied hereunder meets or does not meet the required specifications, capabilities, capacities, versatility, or other site / project requirements. You assume full responsibility for the installation, condition and effectiveness of the operating environment and service / maintenance of the equipment supplied hereunder. This warranty is not intended to, and does not, take the place of any required or recommended servicing or maintenance of equipment provided. Nor does it provide for any service or maintenance by Monaco without charge except as expressly stated herein. This warranty does not cover:
 - a. Breakage, maladjustment, or inadvertent damage arising out of service or maintenance by others;
 - b. Improper or inadequate storage, protection, or security;
 - c. Intentional breakage or damage of any sort or arising out of negligence or malicious intent;
 - d. Expendable or consumable components or accessories incorporated into, or used with, Monaco equipment (batteries, visual indicators, fusing devices, etc.);
 - e. Equipment, components, or accessories not manufactured by Monaco;
 - f. Normal wear and tear of the supplied equipment;
 - g. Accident, unauthorized alteration, abuse, acts of God, misuse, misapplication, or inappropriate / faulty installation.

Equipment covered by warranty must be returned to Monaco Enterprises, Inc.; F.O.B. Spokane, WA, USA. You must notify Monaco of, and provide satisfactory proof of, any defect in material and / or workmanship in order for the equipment to be repaired under warranty. Alternatively, you may return the defective equipment to Monaco at your expense for examination and repair / replacement under warranty. Monaco assumes no liability for products damaged in shipment / transit for return, repair, or replacement. This warranty shall be construed in accordance with, and governed by, the laws of the State of Washington, USA. Monaco's sole duty and liability, and your exclusive remedy, are limited to repair or replacement of non-functional or defective equipment from the factory at Monaco's expense within a reasonable timeframe. Monaco is not liable for incidental or

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- consequential damages, including but not limited to installation or replacement labor costs. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
26. **DEVIATIONS.** Your order acknowledges and accepts that Monaco is under no obligation to deviate from Monaco's standard approval, production, fulfillment, or control procedures, practices or documentation. Monaco will produce Monaco's standard material / equipment per Monaco standard procedures, sequences and manpower. Should Monaco so deviate in order to accommodate your request, it is at Monaco's sole discretion only and Monaco will not be liable or responsible for any consequences whatsoever therefrom. For such deviations, you agree to compensate Monaco at Monaco's standard rates plus expenses for any additional costs incurred by Monaco for any deviation.
 27. **PROPRIETARY ITEMS.** Any proprietary material, information, software, firmware, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains Monaco's property. You hereby agree that you, your agents, related parties, etc. will not reverse engineer any product, component or functionality provided herein.
 28. **INSURANCE.** Monaco will provide its standard certificate of insurance naming Purchaser as the Certificate Holder. Monaco will not name "additional insured". However, Monaco will participate as an insured in an OCIP/CCIP (Owner's/Contractor's Insurance Program) provided it is at no cost to Monaco and, under such circumstances, we will provide additional insured coverage of offsite operations and auto liability only.
 29. **CONFIDENTIALITY.** You agree to not use in any way for your, or any affiliate's, own account or the account of any third party, or disclose to any third party, any information and materials you obtain concerning Monaco's business, plans, customers and products. You will take every reasonable precaution to protect the confidentiality of such information, including but not limited to the efforts that you may use to protect your own confidential business information. You agree not to publish any technical descriptions of products or technical data that is provided (including but not limited to product manuals, cut sheets, specifications, software, etc.).
 30. **INDEMNIFICATION.** You shall indemnify and hold Monaco, its agents and employees harmless from and against any and all claims or causes of action brought against Monaco or you and from any and all damages, losses, expenses, attorney's fees, costs, and liabilities sustained by Monaco arising out of any claimed defect in the goods and services supplied by Monaco and claimed improper manufacture, design, design drawings, specification materials or repairs provided by you or Monaco. Any indemnification obligations imposed upon Monaco anywhere in the contract documents will not exceed the proportionate extent of Monaco's negligence, and Monaco will, in no event, accept the duty to defend another party unless and until a final determination is made by a court of competent jurisdiction, that Monaco's direct and sole negligence was the cause of any claim, suit or action, including for bodily injury (including death resulting there-from) or property damage.
 31. **SOFTWARE LICENSE.** Monaco Enterprises grants license to use its software on one computer subject to the following conditions:
 - a. Except as provided in the software license, applicable copyright laws apply to the software.
 - b. You may copy the software for the sole purpose of backup in support of its use on a single computer at any given time. All copies must include the copyright notice.
 - c. You may transfer the software and license to another party if the other party agrees to accept the terms and conditions of this agreement. If you transfer the software, you must, at the same time, transfer all copies to the same party or destroy any copies not transferred.
 - d. You may not use, copy, or transfer the software or any copy, in whole or in part, except as expressly provided in this license. If you transfer possession of any copy to another party, your license is automatically terminated.
 - e. This license is effective until terminated. You terminate the license by destroying the software and all copies in any form. License automatically terminates if you fail to comply with any terms or conditions of this license, in which case, you must destroy the software and all copies.
 - f. For a complete copy of the End Users License Agreement (EULA) please contact Monaco.
 32. **INSTALLATION / TECHNICAL SERVICES WORK.** When Monaco's Scope of Work includes Installation or Technical Services (including site surveys, equipment check-outs, etc.) by Monaco, the following apply:
 - a. You will provide Monaco's project manager with a single point of contact (POC) for the duration of the project.
 - b. You will provide a safe working environment, including as defined by government and regulatory requirements.
 - c. Unless specifically included and identified in Monaco's proposal / quotation, all work by Monaco personnel to be performed during regular working hours on normal workdays (Monday - Friday; eight (8) hours per day). If you so authorize in writing, and manpower availability and scheduling requirements permit, overtime and additional shifts may be furnished at Monaco's standard overtime rates. You agree to compensate Monaco at our standard billing rates, plus expenses, for any overtime required, which is not the fault of or as a direct result of any action or inaction on our part, subject to our ability to comply.
 - d. Monaco will install our standard material / equipment per our standard procedures, processes, sequences and manpower. Work to be performed by standard Monaco Certified and Qualified technicians.
 - e. Unless specifically included and identified in our proposal / quotation, our installation work assumes a single mobilization by Monaco personnel. Should additional mobilization(s) be required through no fault of Monaco, or once our onsite work has begun, if you request us to curtail the work and return to complete at a later date, or if site conditions or incomplete prerequisites or related work by others prevent our continuous and uninterrupted work in a single mobilization, you agree to bear the full costs of any such re-mobilization(s), including Monaco standard labor rates, travel, lodging, per diem, etc. You also agree to bear any additional costs incurred by Monaco for project delays or schedule changes not caused by Monaco.
 - f. Unless specifically included and identified in our proposal / quotation, site surveys do not include radio propagation testing.
 - g. Any and all necessary fees, permits, approvals, lease agreements, certifications, etc. (whether or not required by the local Authority Having Jurisdiction (AHJ)) will be obtained by others. Any associated fees are paid by others.

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- h. You agree to provide installation / site / facility access for Monaco personnel without specific clearance or access needs. Escorts, if required, to be provided by You or base / facility personnel (as coordinated by You). Should special access or clearance be required, including training or orientation for such, additional costs may apply.
 - i. Unless specifically identified and included in our proposal / quotation, our scope and price do not include any applicable COVID-related quarantine requirements, time, accommodations, costs, etc.
 - j. A suitable debris / waste container to be provided within 100 feet of installation location by others for disposal of debris / waste by Monaco personnel at the conclusion of the project.
 - k. Our work does not include any painting, patching, sealing, fire-caulking, modification to any real property, or any finish work; nor does it include the repair of the same. Mounting to structures or facilities deemed to be historic or protected is specifically excluded. Permission to mount equipment such as devices, panels, antennas, etc. to be obtained by You from the Owner prior to scheduling installation services.
 - l. All work not specifically included in our proposal will be billed at our standard rates and will not begin until we have received a valid and approved change order from you.
 - m. For any included training provided by Monaco, all operators / administrators / etc. receiving training will be available during regular working hours during Monaco's onsite mobilization. Training schedules will be coordinated prior to Monaco's mobilization.
 - n. The use of local contractors by Monaco is acceptable. You agree to assist in the coordination and facilitation of such contractors as needed.
 - o. Unless specifically included in our proposal / quotation, Monaco scope of work and price do not include any troubleshooting, repairs, or changes to existing transceivers, fire alarm control panels or antennas, etc. Nor does it include the removal of any existing onsite equipment. Any subsequent inclusion of this type of work requires the written approval by You of a valid change notice or contract modification.
 - p. Notwithstanding anything to the contrary in any agreement or other contract documents, payment to You by the owner, end user, or any other source / entity is not a condition precedent to payment to Monaco of any amounts due hereunder. Monaco reserves the right to discontinue work at any time if payment is not current. Costs associated with any such interruption of our work will be your responsibility. In the event that we must employ counsel to seek collection of amounts due hereunder, You agree to reimburse us for our costs and expenses, including attorney's fees, in addition to interest and other late payment penalties.
 - q. Unless specifically included in our proposal / quotation, Certified Payroll, Manpower Reporting, Prevailing Wages, etc. are not included.
 - r. Should latent or concealed conditions be encountered in the performance of our work, or should concealed or unknown conditions at an existing site be at variance with the conditions indicated by the drawings, specifications, requests for proposal, contract documents, etc., or should concealed, unknown or unusual conditions exist or differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract, the contract price and time shall be equitably adjusted by change order upon claim made by us after observance of the conditions.
 - s. Requirements for Scheduling of Installation / Technical Services: 1) Receipt by Monaco of Your PO; 2) 100% payment received and cleared; 3) Receipt and approval by Monaco of all submittals & approval documents (fiber requirements form, mapping files, data spills, IP info, etc.); 4) Completion of installation or work by others as applicable; 5) Site Access coordinated and ready; 6) Training coordinated and scheduled; 7) Written permission by owner of equipment mounting location.
 - t. All work not specifically included in Monaco's proposal will be billed at our standard rates and will not begin until we have received a fully approved change order from you; any changes to our scope must be approved prior to submittal production, material ordering or work performed; we are not responsible for any delays caused by You issuing an approved change notice; your field personnel are authorized to sign and authorize field change notices and requests and all costs there-of, and You agree to honor their authorization(s) for such; Monaco is not responsible for onsite protection and security of material / equipment / etc., including against weather; if required, protection of adjacent work / areas is by others; we will attend all weekly job site and / or safety meetings only while actively working on the site; we will not participate in any composite cleaning crew for the entire or shared job site or share in the costs thereof; You agree to provide all removable OSHA- / Government- / Regulator-required site safety equipment not considered personal protective equipment (PPE).
33. **Monaco Enterprises, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**
34. ENTIRE AGREEMENT. This agreement is between Monaco and You. Monaco is not bound by the terms, conditions, contracts, agreements, purchases orders, or the like between You and any other party. This agreement expresses the entire agreement between the parties hereto, supersedes any prior understandings or other agreements, and is not subject to modification except in writing by authorized representatives of You and Monaco. Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture, nor does this agreement allow either of the parties to act as the agent of the other.

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