



Date: 3/24/2016

3/24/14

<b>Contact</b>	Kristie Dye
<b>Company</b>	TechTeriors
<b>Address</b>	12308 Corporate Parkway
<b>City, State, Zip</b>	Mequon, WI 53092
<b>Phone</b>	262-243-9800
<b>Fax</b>	262-243-9900

Bradley Foundation  
1241 N. Franklin Place  
Milwaukee, WI 53202  
(414) 291-9915

Subtotal	\$	7,151.99
Sales Tax		
Total	\$	<b>7,151.99</b>

Authorized By Mue Date 3/28/16

Asset Entered by	Date
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revised 3-30-12

Calculation of Allocable Costs  
Techteriors ARF 3/24/2016

[illegible]

# TECHTERIORS

Intelligent Environments

Date	Invoice
2/18/2016	18194

Bill To
The Lynde and Harry Bradley Foundation Attention Accounts Payable 1241 N. Franklin Place Milwaukee WI 53202-2901

Project
Boardroom

Terms:	Due on receipt
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Description	Amount
Proposal #TECH-3059 - Boardroom. Payment #2 of 2 - At Completion - 50% (100% To Date) Billing:	3,643.37
DATE MTL RECD. <u>2.22.16</u> PRICES VEFD. BY <u>AK</u> COMP. CHKD. BY <u>AK</u> CHARGE ACCT. <u>18999-000</u> APPROVED FOR PAYMT. <u>AK</u> DATE PAID <u>                    </u> CHECK No. <u>                    </u> <i>Tech Teriors - RCR</i>	

All work is complete! Final Installment Payment.	<b>Subtotal</b>	\$3,643.37
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,643.37



preliminary

## Asset Request Form

Date: 1/29/2016

### VENDOR INFORMATION

**Kristie Dye**

## Techteriors

**12308 Corporate Parkway**

Mequon, WI 53092

**262-243-9800**

**262-243-9900**

## SHIP TO

Bradley Foundation

1241 N. Franklin Place

Milwaukee, WI 53202

(414) 291-9915

Subtotal	\$	7,287.74
Sales Tax		-
Total	\$	<b>7,287.74</b>

1-29-16

Requested by

Date \_\_\_\_\_

Authorized By Gordon King

21.16

Authorized By

Date \_\_\_\_\_

Asset Entered by

Date \_\_\_\_\_

1241 N. Franklin Place, Milwaukee, WI 53202-2901    Voice (414) 291-9915    Fax (414) 291-9991

## Intelligent Environments

Date	Invoice
12/23/2015	17738

Bill To
The Lynde and Harry Bradley Foundation Attention Accounts Payable 1241 N. Franklin Place Milwaukee WI 53202-2901

Project
Boardroom

		Terms:	Due on receipt
Description		Amount	
Proposal #TECH-3059 - Boardroom. At Acceptance of Signed Proposal - Partial Billing:  Please submit tax exemption certificate with remittance. Or, email to: sbiedenbender@techteriors.com Thank you! Steve       DATE MTL RECD. <u>12.29.15</u> PRICES VEFD. BY <u>  K  </u> COMP. CHKD. BY <u>          </u> CHARGE ACCT. <u><del>76100 000</del> 18999 000</u> APPROVED FOR PAYMT. <u>  K  </u> DATE PAID <u>12.30.15</u> CHECK No. <u>16034</u> <i>Tech Teriors - RCR deposit</i>		3,644.37	
Happy Holidays!		<b>Subtotal</b>	\$3,644.37
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$3,644.37

# Proposal

## Boardroom

### The Bradley Foundation

1241 North Franklin Place  
Milwaukee, Wisconsin 53202

#### **Presented By:**

**Techteriors LLC**  
12308 Corporate Parkway  
Suite 600  
Mequon, WI 53092 US  
262-243-9800  
<http://www.techteriors.com>

Modified: 12/23/2015

Revision: 1

# Techteriors LLC

Qty	Description	Equipment	Labor	
<b>Boardroom</b>				
<b>Display System</b>				
1	<b>Chief FCA612B</b> FUSION large height-adjustable accessory shelf	\$350.00	\$103.00	453.00
1	<b>Chief LPAUB</b> Large Fusion Manual Height Adjustable Mobile AV Cart	\$1,140.00	\$103.00	1243.00
1	<b>Samsung UN65J6300AF</b> 65"LED HDTV, 1080p, 120Hz, WiFi, Quad Core, Smart Hub, 4 HDMI Connections, 3 USB Connections, Wi-Fi Built in, 1 Component in, 1 Shared Composit in (AV).	\$1,499.99	\$103.00	1602.99
Display System Total:		\$2,989.99	\$309.00	
<b>System Sources</b>				
1	<b>Barco ClickShare CSM-1</b> Wireless presentation system for standard meeting rooms	\$1,779.99	\$207.03 *	1987.02
1	Ethereal HDMI 2M			
2	Meter High-Speed with Ethernet HDMI Cable			
System Sources Total:		\$1,779.99	\$207.03	
<b>Audio System</b>				
1	<b>Innovox Audio FP-H2P</b> Horiz. 2-chan. Video Display Loudspeaker (each) 2X75W amplifier on-board	\$1,634.87	\$103.00 *	1737.87
1	Binary B3-STEREOMINIRCA-2 Binary Cable B3 Series 3.5mm Mini Stereo to Dual RCA Male, 2 Meter			
Audio System Total:		\$1,634.87	\$103.00	
<b>Racking and Power</b>				
1	<b>Middle Atlantic PD-715SC-NS</b> Vertical mini PD slim power strip, 15 amp, 7 outlet	\$110.00	\$25.75	135.75
Racking and Power Total:		\$110.00	\$25.75	
<b>Boardroom Total:</b>		<b>\$6,514.85</b>	<b>\$644.78</b>	

\* Price Includes Accessories

Presented By: Techteriors LLC

Project Name: Boardroom

Project No.: TECH-3059

3/17/2016

Page 2 of 4

This item  
not entered  
in FA tracking system.  
\$135.75 booked to 76002-020  
Admin Equipment - Other

# Techteriors LLC

Qty	Description	Equipment	Labor
<b>Integral Project Elements</b>			
<b>Integral Project Elements</b>			
1	<b>Techteriors Discount</b> Discount Given On Products	(\$551.89)	\$0.00
1	<b>Techteriors Integral Project Elements</b> Shipping Handling And Misc Materials For Project	\$220.00	\$460.00 *
1	Techteriors Miscellaneous Account for miscellaneous items for the project.		
1	Techteriors Shipping Cost of shipping materials.		
Integral Project Elements Total:		(\$331.89)	\$460.00
<b>Integral Project Elements Total:</b>		<b>(\$331.89)</b>	<b>\$460.00</b>
<b>Project Subtotal:</b>		<b>\$6,182.96</b>	<b>\$1,104.78</b>

\* Price Includes Accessories

Presented By: Techteriors LLC

Project Name: Boardroom

Project No.: TECH-3059

3/17/2016

Page 3 of 4



## Project Summary

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Equipment:	\$6,182.96
Labor:	\$1,104.78
<b>Grand Total:</b>	<b>\$7,287.74</b>

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**Client:**

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**Date**

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**Contractor:**    Techteriors LLC

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**Date**

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\* Price Includes Accessories

Presented By: Techteriors LLC

Project Name: Boardroom

Project No.: TECH-3059

3/17/2016

Page 4 of 4

# TECHTERIORS

Intelligent Environments™

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## **System Design for**

## **The Bradley Foundation**

1241 North Franklin Place  
Milwaukee, Wisconsin 53202

## **Boardroom**

**Project No.:** TECH-3059

**Proposal Date:** 12/23/2015

**Presented By:**

Kristie Dye  
12308 Corporate Parkway Suite 600  
Mequon, WI 53092  
262-243-9800

# TECHTERIORS

Intelligent Environments

Thank you for the opportunity to propose a solution to meet your technology needs. Techteriors, LLC is a one-stop, full-service, audio/video and electrical company. We provide the design, engineering, installation, and service of easy-to-use, reliable systems. We specialize in audio, video, surveillance, lighting control, shade control, networking, system automation and off-site control of your home, office, or house of worship.

At Techteriors, we have a strong belief in employee education, and we stay current with state-of-the-art technological trends and necessary certifications. We want to earn your confidence, become your trusted technology advisor, and have the opportunity to assist you with any future needs you may have.

Customer service is our driving and guiding principle.

We are committed to strive for excellence in everything we do, to exceed our client's expectations, and to enhance their lives through the use of technology in simple, innovative, and cost-effective ways.

Your design has been completed by a CTS-D certified designer. Our technical staff is also certified (CTS and CTS-D) through a rigorous program of study, training and testing and has many years of experience in the A/V industry.

A Certified Technology Specialist – Design (CTS-D) is an audiovisual systems design professional certified by Infocomm for technicians who have earned the general CTS designation and who have continued-on to earn a specialized certification by demonstrating a detailed knowledge and understanding of how to analyze, select, and plan seamless audiovisual equipment inter-operation and integration. These certifications are ANSI accredited. ANSI accreditation is recognized both nationally and internationally and has become the hallmark of a quality certification program.

At Techteriors, we also have full-time Crestron Certified Master Programmers.

Below is a summary of the system we are proposing to meet your requirements. The pricing listed includes all parts, equipment, and labor needed to fully complete the project.

## **DESCRIPTION OF SERVICE, PRODUCTS, PLANS AND SPECIFICATIONS:**

### **Boardroom**

#### Display Systems

- A 65" residential display will be provided on a mobile cart. The cart will contain a shelf with handles for ease of transportation and equipment storage.

#### System Sources

- A wireless presentation system will be provided for connectivity to the proposed display. Two wireless USB dongles will be provided for audio and video transmission from a presenter's laptop to the display.

#### Audio System

- A self-powered soundbar will be installed beneath the display to provide audio reinforcement of displayed content.

#### Racking and Power

- A small power strip will be installed to provide power connections to the devices on the cart. The power strip will contain a 10' power cable to connect to local power outlets.

## **Project Assumptions & Important Notes**

- Techteriors assumes all work to be done during normal working hours with the room continuously available during our installation timeframe.
- Owner furnished equipment (OFE) will be in good working order.
- Owner furnished equipment (OFE) must be compatible with current audio, video and networking standards as specified in this proposal. Not meeting these standards may require OFE replacement or additional equipment.
- Electrical work to all equipment required but not provided in this scope of work.
- All cabinetry housing equipment has proper ventilation for heat dissipation.

# TECHTERIORS

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## **3<sup>rd</sup> Party Provider Notice**

Some functions of the Techteriors' system rely on your 3<sup>rd</sup> party service and/or equipment such as your Television Provider, Internet Service Provider, Professional IT Management team, etc. Any changes to these services may cause system outages and/or adverse issues for the Techteriors provided system. It is always highly recommended Techteriors is notified prior to any changes or upgrades related to these services to avoid these issues and any related repair charges.

Thank you again for the opportunity. Please let me know if you have any questions, or if you would like any additional information.

Respectfully Submitted,



Kristie Dye  
Client Manager  
12308 Corporate Pkwy., Suite 600  
Mequon, Wisconsin, 53092  
Phone: 262.243.9800  
Mobile: 608.609.8477  
Fax: 262.243.9900  
[kdye@techteriors.com](mailto:kdye@techteriors.com)

# TECHTERIORS

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## Boardroom

### Display System



- |   |   |            |
|---|---|------------|
| 1 | <b>Samsung UN65J6300AF</b><br>65"LED HDTV, 1080p, 120Hz, WiFi, Quad Core, Smart Hub, 4 HDMI Connections, 3 USB Connections, Wi-Fi Built in, 1 Component in, 1 Shared Composite in (AV). | \$1,499.99 |
|---|---|------------|



- |   |  |          |
|---|--|----------|
| 1 | <b>Chief FCA612B</b><br>FUSION large height-adjustable accessory shelf | \$350.00 |
|---|--|----------|



- |   |  |            |
|---|--|------------|
| 1 | <b>Chief LPAUB</b><br>Large Fusion Manual Height Adjustable Mobile AV Cart | \$1,140.00 |
|---|--|------------|

### System Sources



- |   |  |              |
|---|--|--------------|
| 1 | <b>Barco ClickShare CSM-1</b><br>Wireless presentation system for standard meeting rooms | \$1,779.99 * |
|---|--|--------------|



- |   |  |  |
|---|--|--|
| 1 | <b>Ethereal HDMI 2M</b><br>2 Meter High-Speed with Ethernet HDMI Cable |  |
|---|--|--|

### Audio System



- |   |   |              |
|---|---|--------------|
| 1 | <b>Innovox Audio FP-H2P</b><br>Horiz. 2-chan. Video Display Loudspeaker (each) 2X75W amplifier on-board | \$1,634.87 * |
|---|---|--------------|

- |   |  |  |
|---|--|--|
| 1 | <b>Binary B3-STEREOMINIRCA-2</b><br>Binary Cable B3 Series 3.5mm Mini Stereo to Dual RCA Male, 2 Meter |  |
|---|--|--|

\* Price Includes Accessories

Project Name: Boardroom

Project No.: TECH-3059

12/23/2015

TECHTERIORS, LLC 12308 Corporate Parkway Suite 600 Mequon, WI 53092 Tel: 262.243.9800 Fax: 262.243.9900 Web: techteriors.com

# TECHTERIORS

Intelligent Environments

## Racking and Power



1	<b>Middle Atlantic PD-715SC-NS</b> Vertical mini PD slim power strip, 15 amp, 7 outlet	\$110.00
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## Integral Project Elements

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### Integral Project Elements

1	<b>Techteriors Discount</b> Discount Given On Products	(\$551.89)
1	<b>Techteriors Integral Project Elements</b> Shipping Handling And Misc Materials For Project	\$220.00 *
1	Techteriors Miscellaneous Account for miscellaneous items for the project.	
1	Techteriors Shipping Cost of shipping materials.	

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\* Price Includes Accessories

Project Name: Boardroom

Project No.: TECH-3059

12/23/2015

TECHTERIORS, LLC 12308 Corporate Parkway Suite 600 Mequon, WI 53092 Tel 262 243 9800 Fax 262 243 9900 Web techteriors.com

# TECHTERIORS

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## Project Totals

Pretax Total	\$7,287.74
Tax Amount	<del>\$408.12</del>
Project Total	<del>\$7,695.86</del>

Firm is  
tax  
exempt

## Payment Schedule

### Amount

Purchase Order	<del>\$7,695.86</del>
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7,287.74

Techteriors LLC will charge a 2% convenience fee for credit card payments by phone.

## Assumptions:

This proposal is valid for 30 days from the date of the proposal and is based upon the requirements as we understand them.

Prices do not include electrical, carpentry, plaster, painting, other subcontractor work, or related activities that may be necessary due to the installation of any built-in components.

The Workmanship warranty is for 12 months from the time the project reaches Substantial Completion.

"Supplier": Techteriors, LLC

Signature: John DeToro

Printed Name: John DeToro

Title: President

Date: 12/23/2015

"Customer":

Customer Signature:

Printed Name:

Title (if applicable)

Date:

The Lynde and Harry  
Bradley Foundation, Inc.

Torri L Famer

Torri L Famer

VP for Administration

12-23-15

Project Name: Boardroom

Project No.: TECH-3059

12/23/2015



## Agreement of Purchase and Sale

1. **Purchase and Sale of Products and Services.** If Customer executes and delivers this Agreement of Purchase and Sale (the "Agreement") to Supplier on or prior to the Acceptance Date (as defined below), together with the Initiation Payment, if any, referenced in the Description of Services, Products, Plans and Specifications (the "Plans and Specifications") contained in the letter to which this Agreement is attached, this Agreement will become effective and Supplier will sell, and Customer will purchase, the products (the "Products") and services (the "Services") specified in the Plans and Specifications. The price (the "Contract Price") for the Products and Services is set forth in the Plans and Specifications and elsewhere in the letter mentioned above. If this Agreement becomes effective, Supplier and its subcontractors will install the Products and perform the Services at the locations specified in the Plans and Specifications (the "Worksite") in a workmanlike manner and in compliance with all applicable federal, state and local governmental laws, rules and regulations. The Initiation Payment may represent a down payment or payment in full as provided in the Plans and Specifications.
2. **Change Orders.** A Change Order will not be effective unless: (a) it identifies the requested changes in the Products, Services or Plans and Specifications and the cost for the changes or the method for calculating the cost; (b) it is executed by both parties; and (c) if the Change Order results in an increase in the Contract Price, Customer has paid to Supplier the cost of the increase. If a Change Order results in a decrease in the Contract Price, Supplier will apply a credit to the amounts payable by Customer in the future.
3. **Unavoidable Changes.** If any Product becomes unavailable or the price to Supplier for any Product increases, Supplier reserves the right to: (a) propose a substitute Product for Customer's approval if there will be additional cost, with the additional cost for the substitute to be borne by Customer; or (b) to substitute equipment of equal or better quality without Customer's approval if there will be no additional cost. Supplier will not have any liability hereunder whatsoever for any Product which Supplier is unable to supply as a result of it becoming unavailable.
4. **Performance of Services.** Supplier shall have sole control over the installation and construction methods, sequence of work and coordination of its employees to perform the Services. If any changes to the scope of the Services or in the Plans and Specifications are required due to hidden conditions and/or changes in Customer's preferences, the cost therefor is not included in the Contract Price and Customer shall pay to Supplier upon invoice that cost at Supplier's retail rate for time and materials. Supplier shall not be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Customer by reason of Supplier's performance of the Services, and the obligations of Customer hereunder shall not be affected in any manner as a result thereof, except to the extent caused by Supplier's fail to perform the Services in accordance with the terms of this Agreement.
5. **Customer Duties; Access.** Customer will ensure that work spaces to perform the installation activities are available on the dates and times of installation as outlined above. Customer agrees to reimburse Supplier upon demand for all costs Supplier incurs by reason of inaccessibility.
6. **Existing Conditions.** Customer acknowledges and agrees that: (a) Supplier cannot foresee or control and, therefore, is not responsible for, television, radio, or other satellite, cable, and terrestrial signal reception problems caused by the Worksite's distance from the signal source, network or hardware problems caused by Customer's service providers, and interference from any and all electronic or electrical devices located on or off the Worksite; and (b) Supplier cannot ensure that Customer's existing equipment is wholly compatible with the Products and, unless Customer's equipment is damaged as a result of Suppliers negligence or recklessness, Supplier shall not be responsible for the operability of Customer's equipment or any costs related to its repair or replacement.
7. **Risk of Loss; Customer's Insurance.** Customer assumes the risk of loss and damage to the Products from the date of their delivery to the Worksite. Risk of loss will not affect title to the Products and title shall pass on the full payment of the Contract Price.
8. **Indemnities.** Supplier will indemnify Customer and hold it harmless from against and pay Customer for any damage to person or property to the extent resulting from the negligence or wrongdoing of Supplier or its employees, or breach of this Agreement by Supplier, provided that the damage is reported to Supplier in writing within 20 working days after it occurs. Customer will indemnify Supplier and hold it harmless from against and pay Supplier for any damage to person or property to the extent resulting from any breach of this Agreement by Customer.
9. **Schedules and Delay.** All delivery dates set forth in this Agreement are approximate. Supplier shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, acts of terrorism, embargoes, acts of civil military authorities, fire, floods, accident, strikes, or shortages of transportation, facilities, fuel, energy, labor or materials. Customer's exclusive remedy for any failure by Supplier to perform its obligations hereunder on a timely basis shall be to rescind any portion of Supplier's obligations under this Agreement which remain to be performed.
10. **Rights Upon Default.** If Customer does not pay Supplier any amount properly due Supplier from Customer under this Agreement or any other agreement when such amount is due or if Customer defaults in the performance of any term or condition of this Agreement, in addition to its rights under Section 11, Supplier may, without liability to Customer: (a) terminate this Agreement; and/or (b) declare immediately due and payable all of Customer's obligations to Supplier; and/or (c) suspend or discontinue any further work under this Agreement until Customer pays all overdue amounts and Customer deposits with Supplier cash or security satisfactory to Supplier covering further work.
11. **Payments.** The Contract Price shall be payable in accordance with the payment schedule set forth on attached Description of Services, Products, Plans and Specifications. Any amounts due and owing hereunder which are not paid when due shall bear interest from the date due to the date paid at the rate of 1.5% per month. Any failure by Customer to adhere to the progress payment schedule, if any, set forth on attached Description of Services, Products, Plans and Specifications may, without any additional notice from Supplier, result in Supplier (a) not procuring materials and equipment; or (b) not commencing the Services; or (c) stopping the Services in progress; or (d) suspending any applicable Custom Software Licenses until payment of the amount owing has been received by Supplier. Customer shall be responsible and pay for all of Supplier's costs and expenses, including reasonable attorney's fees, incurred by Supplier in enforcing any of the terms, conditions or provisions of this Agreement. Payments can be made in person, by mail or online. As a convenience to our customers, we will process credit card payments over the phone for a 2 percent convenience charge. All invoices are due upon receipt.
12. **Title; Security Interest.** Title to the Products, and all associated manufacturer's warranties, shall pass to Customer upon payment in full of the Contract Price. Customer hereby grants to Supplier a security interest in the Products, wherever located, and all proceeds thereof, to secure Customer's payment in full of the Contract Price. Customer hereby grants to Supplier a power of attorney authorizing Supplier to execute and file such Uniform Commercial Code financing statements, and other documents, necessary or appropriate to perfect the security interest granted hereunder.

# TECHTERIORS

Intelligent Environments

- 13. Supplier's Limited Warranty (Limitation of Damages); Disclaimer of Product Warranties and Implied Warranties.** Supplier warrants that all Services performed by Supplier under this Agreement will be free from defects in workmanship for a period of one year from the date of Beneficial Use. This warranty excludes damage or outages resulting from misuse or abuse by Customer or other third parties, service outages, fire, flooding, acts of God or other occurrences outside the control of Supplier. THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT ARE GOVERNED BY THE MANUFACTURER'S WARRANTY AND SUPPLIER DOES NOT MAKE ANY WARRANTY WITH RESPECT THERETO. SUPPLIER'S LABOR CHARGES RESULTING FROM REMOVAL, REPAIR, OR REPLACEMENT OF DEFECTIVE PRODUCTS, WHETHER OR NOT COVERED UNDER THE MANUFACTURER'S WARRANTY, ARE THE RESPONSIBILITY OF THE CUSTOMER. This limited warranty is the Customer's exclusive remedy against Supplier for any defect in the Services, and is conditioned upon Customer's payment in full of the Contract Price and any amounts payable hereunder, and ends on the first anniversary of the date of Beneficial Use or upon Customer's sale or other conveyance of the Worksite (or with respect to any Product sold or otherwise conveyed by Customer, when that Product is sold or conveyed), whichever comes first. Any and all systems, equipment or materials provided by the Customer or an agent of Supplier acting on the Customer's behalf is excluded from any warranty coverage provided by Supplier. For minor service problems, service will be provided within a reasonable period of time, normally not more than three business days after receipt of notice from Customer. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR PURPOSE OR ANY OTHER WARRANTIES EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED. SUPPLIER WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OR INABILITY TO USE THE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, LOSS OF BUSINESS OR PROFITS, FOR COMMERCIAL LOSS OF ANY KIND, OR ACT OF GOD, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- 14. Beneficial Use.** Beneficial Use is achieved when the Products are substantially ready for the use and purpose intended as defined in the Plans and Specifications contained in attached Description of Services, Products, Plans and Specifications.
- 15. Termination.** If Customer terminates this Agreement at any time, other than as a result of a material breach hereof by Supplier, as liquidated damages (since actual damages will be difficult to determine), Customer will pay to Supplier the following: (a) 100% of the unpaid portion of the Contract Price for those Services already performed; plus (b) the restocking fee for all Products the Supplier has ordered which have not been delivered to the Customer, plus the total contract price for any custom manufactured Products ordered by the Supplier for the Customer.
- 16. Lien Notice.**
- a. FOR WORKSITES LOCATED IN WISCONSIN.  
AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
- For purposes of the above notice, Supplier shall be deemed the Claimant. If Customer is not the Owner of the Worksite, Supplier shall have the right to provide the foregoing notice to the Owner.
- b. FOR WORKSITE LOCATED IN OTHER STATES. If a Worksite is not located in Wisconsin, Supplier shall be entitled to provide such notice or notices of lien rights to Customer and others as appropriate as provided by applicable law.
- 17. Governing Law; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the internal laws of Wisconsin (without regard to principles of conflicts of laws). All actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the state or federal courts located in Wisconsin. Customer and Supplier agree to mediate any and all disputes between them in at least one mediation session prior to commencing litigation or arbitration. In the event of a dispute, Supplier or Customer shall have the right to require the matter be arbitrated by one arbitrator in accordance with the rules of the American Arbitration Association or such other arbitration service as the parties may agree.
- 18. Notices.** Any notices required or permitted to be given pursuant to this Agreement shall be hand delivered or sent by certified mail or commercial express delivery, postage or fees prepaid, to a party at its address set forth in this Agreement, or at such other address as a party may designate by notice duly given.
- 19. Miscellaneous.** Supplier reserves the right to correct clerical or similar errors relating to price or any other term shown in this Agreement. Invalidity or unenforceability of any term or part of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement. Failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term, covenant or condition. This Agreement, including all attached documents, is the entire agreement between Customer and Supplier. Any other written or oral statements, warranties, sales literature or understandings made before execution of this Agreement are null and void, unless expressly stated in this Agreement. If any provision of these terms is prohibited by or deemed invalid under applicable federal, state and local governmental laws, rules and regulations, then such provision shall be deemed inapplicable and deleted but shall not invalidate the remaining provisions hereof.

**NOTICE - ACCEPTANCE OF AGREEMENT:** This Agreement constitutes an Offer to Customer which shall expire unless it accepted by Customer by executing and delivering this Agreement to Supplier, together with the Initiation Payment, on or prior to the thirtieth (30th) day after the date set forth below Supplier's signature, or such later date as specified by Supplier by notice in writing to Customer (the "Acceptance Date"). Any modifications made to this Agreement of Purchase and Sale or to Description of Services, Products, Plans and Specifications are not binding on Techteriors LLC.