



of New York, LLC

UL 2 4 2016

Lakeside Drive South
Lacey, New Jersey 08731
Phone: (609) 242-7222
Fax: (609) 242-7422

CONTRACT: 13-011-004

PROJECT: Applebee's

DATE: May 21, 2013

1126 Green Acres Mall

TRADE: Carpentry Labor

Valley Stream, NY 11581

To: Center Line Interiors Contracting
Address: 303 5th Ave Suite 205
New York, NY 10016
Contact: Martin/Leanne

Phone: 347-768-8857
Fax: 212-679-1836
Cell:
Email:

IN ACCORDANCE WITH DRAWING: T001; T101; DM101; A101; A102; A103; A104; A201; A202; A301; A302; A303; A601; A401
E100; DME200; E300; E400; E500; E700; FA100; FA200; M100; M101; DMM200; M201; M202; M300; M400; M401; M402; M403;
M404; M405; M500; M501; M502; M503; M504; M505; M506; M507; P100; DMP200; P301; P400; P500; P600; SP100; SP200; SP201;
SP300; SP400; SP500

SCOPE OF WORK IS INCLUSIVE OF BUT NOT LIMITED TO THE FOLLOWING
ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY FOR:

- *Supply all labor, material, and equipment necessary for completion of the following scope per plans, specs, and all applicable codes; inclusive of but not limited to the following:
 - Install marine grade plywood per design, plans, and specs.
 - Install green guard weather smart.
 - Install hardi backer per plans and specs.
 - Remove required finishes as indicated on plans.
 - Re-work entry door per plans and specs.
 - 2 union carpenters for 1 week.
- *A representative from your company must be present for all required inspections and make any corrections necessary.
- *DCM of New York to provide dumpsters.
- *Strict adherence to the schedule, to be coordinated with the DCM onsite job Superintendent.
- *All work to be completed as per project CPM.
- *All work to be in compliance with OSHA safety regulations.
- *Strict adherence to the schedule, to be coordinated with the DCM onsite job Superintendent.
- *Owner punchlist must be completed in timeframe allocated.
- *Clean up of trade related debris on a daily basis, if clean up is not maintained DCM will supply laborers at the expense of this subcontractor.

THIS IS THE ONLY DOCUMENT THAT INCLUDES AN AGREEMENT BETWEEN THE PARTIES (CONTRACTOR AND SUBCONTRACTOR)

TIME IS OF THE ESSENCE DURING THIS CONTRACT. SEE TERMS AND CONDITIONS.
ALL WORK TO BE IN ACCORDANCE WITH LOCAL CODES AND IN STRICT ADHERENCE TO SPECIFICATIONS AND APPROVED PLANS ON SITE
PROVIDE SUBMITTALS, SAMPLES AND ON COMPLETION AS BUILT DRAWINGS.
ORIGINAL INVOICES MUST BE SUBMITTED MONTHLY ON THE 25TH ON THE PROVIDED PAYMENT APPLICATION.
10% RETAINAGE WILL BE HELD UNTIL THE CLOSEOUT OF PROJECT
DCM OF NEW JERSEY, LLC. WILL WITHHOLD 1% OF CONTRACT PRICE FOR ONE YEAR OF FINISHED PROJECT FOR WARRANTY PURPOSES.
SHOULD ANY CONTRADICTION IN DRAWINGS OCCUR, SUBCONTRACTOR AGREES THAT GREATER VALUE IS REPRESENTED IN PRICE.
SUBCONTRACTING IS NOT PERMITTED WITHOUT WRITTEN CONSENT
THIS CONTRACT IS BOUND BY TERMS AND CONDITIONS HEREBY ATTACHED.

Date: 6-13-13

Contract Amount: \$11,280.00

Signature: *Martin/Leanne*
Subcontractor

Signature: *Costa Viliandy*
DCM of New Jersey, LLC

PLEASE SIGN AND RETURN BOTH ORIGINAL COPIES TO OUR OFFICE WITH (10) DAYS. ALL APPLICABLE LOCAL.

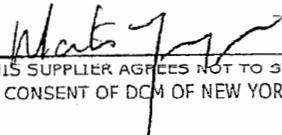


1. **DEFINITION.** WHENEVER THE WORD SUPPLIER APPEARS HEREAFTER, IT SHALL MEAN VENDOR OR SUB-CONTRACTOR. WHENEVER THE WORD PURCHASER APPEARS HEREAFTER, IT SHALL MEAN DCM OF NEW YORK, LLC.
2. **PRINCIPAL AGREEMENT.** UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT INCLUDES THE FURNISHING OF ALL LABORS, MATERIALS, EQUIPMENT AND SUPERVISION REQUIRED TO DO THE WORK.
3. **INSURANCE.** IF THIS AGREEMENT CALLS FOR LABOR TO BE EMPLOYED AT THE PLACE OF BUILDING, SUPPLIER SHALL FURNISH PURCHASER WITHIN SEVEN (7) DAYS FROM THE DATE OF THE AGREEMENT WITH A CERTIFICATE OF INSURANCE FROM SUPPLIER'S INSURANCE CARRIER SHOWING SUPPLIER MAINTAINS INSURANCE FOR WORKER'S COMPENSATION AND FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OPERATIONS, COMPLETED OPERATION, CONTRACTUAL LIABILITY WITH LIMITS OF AT LEAST ONE MILLION DOLLARS PER OCCURENCE, OR A COMBINED SINGLE LIMIT OF \$2,000,000.00 AND UMBRELLA LIABILITY OF 1,000,000 IN EXCESS OF PRIMARY INSURANCE AND 5 MILLION EXCESS OF PRIMARY FOR STRUCTURAL WORK, EXTERIOR WORK ABOVE 2 STORIES AND CRANE CONTRACTORS. SUPPLIER WILL TAKE ALL NECESSARY PRECAUTIONS AND MAKE PROVISIONS TO WORK IN A SAFE AND PROPER MANOR. IT IS MANDATORY TO HAVE A CERTIFICATE OF INSURANCE PER PROJECT AND PER LOCATION AGGREGATES, NAMING DCM OF NEW YORK, LLC AS THE CERTIFICATE HOLDER, AS WELL AS ADDITIONAL INSURED USING **ISO** ADDITIONAL INSURED ENDORSEMENT CG2010 11/85 EDITION OR ITS EQUIVALENT ON A PRIMARY AND NONCONTRIBUTORY BASIS, **MUST** BE RECEIVED BY OUR OFFICE (PRIOR TO THE START OF ANY WORK) PROJECT NAME AND LOCATION MUST ALSO BE REFERENCED AS **ADDITIONALLY INSURED ON A PRIMARY AND CONTRIBUTORY BASIS. FAILURE TO PROVIDE CERTIFICATE OF INSURANCE AND COPIES OF ADDITIONAL INSURED ENDORSEMENTS FOR COVERAGES IS NOT TO BE CONSTRUED AS A WAIVER OF THE REQUIREMENTS TO PROVIDE INSURANCE.** ALL CERTIFICATES WILL PROVIDE AT LEAST (30) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE IN COVERAGE OF ANY OF THE COVERAGES. ALL INSURANCE COVERAGES SHALL USE INSURANCE COMPANIES WITH A MINIMUM A.M. BEST RATING OF A-VIII. INSURANCE COMPANIES SHALL BE LICENSED AND ADMITTED TO DO BUSINESS IN THE STATE WHERE THE WORK IS BEING PERFORMED.
4. **HOLD HARMLESS/ INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUBCONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR AND PROJECT OWNER, AND THE AFFILIATES OF THE PROJECT OWNER, CONTRACTOR, ARCHITECT AND THE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES' AND AGENTS OF THE ABOVE MENTIONED PARTIES (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, PENALTY, OR CAUSE OF ACTION (INCLUDING ATTORNEY'S FEES) DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (1) THE WORK; (2) THIS PURCHASE ORDER; (3) THE ACTS OR OMISSIONS OF SUBCONTRACTOR OR ANY INDIVIDUAL, PARTNERSHIP, JOINT VENTURE OR CORPORATION: (A) DIRECTLY OR INDIRECTLY EMPLOYED BY SUBCONTRACTOR OR (B) FOR WHOSE ACTS OR OMISSIONS SUBCONTRACTOR MAY BE LIABLE. THE OBLIGATION OF THE SUBCONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO ALL MATTERS EXCEPT THOSE ARISING SOLELY FROM THE WANTON AND WILLFUL NEGLIGENCE OR THE MALICIOUS ACTS OR OMISSIONS OF THE PROJECT OWNER OR CONTRACTOR. PROJECT OWNER AND CONTRACTOR SHALL HAVE THE RIGHT TO BE REPRESENTED IN ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING BY COUNCEL OF THEIR OWN SELECTION AT SUBCONTRACTORS EXPENSE. THE OBLIGATIONS OF SUBCONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR THE OTHER TERMINATION OF THE SUBCONTRACT; WAIVER OF SUBROGATION ENDS IN DCM'S FAVOR.
5. **LABOR.** ALL LABOR EMPLOYED BY SUPPLIER IN CONNECTION WITH THIS WORK IS TO BE SUCH AS WILL BE IN HARMONY WITH PREVAILING WORKING CONDITION AND LAW ENFORCEMENT AGENCIES AT THE PLACE OF BUILDING.
6. **EXTRAS AND CREDITS.** NO ALTERATIONS SHALL BE MADE IN THE WORK COVERED BY THIS CONTRACT EXCEPT UPON THE WRITTEN ORDER OF DCM OF NEW YORK, LLC. OR IT'S AUTHORIZED REPRESENTATIVE AND WHEN SO MADE THE VALUE OF THE WORK ADDED OR OMITTED SHALL BE STATED IN SAID ORDER AND THE AMOUNT ADDED TO OR DEDUCTED FROM THE CONTRACT PRICE.
7. **INSPECTION.** ALL DIMENSIONS AND CONDITIONS MUST BE CHECKED AND VERIFIED BY SUPPLIER AT THE PLACE OF BUILDING. ALL WORKMANSHIP AND MATERIALS ARE SUBJECT TO PURCHASER'S APPROVAL. SUPPLIER IS TO MAKE GOOD ALL DAMAGE TO SUPPLIER'S WORK BY OTHERS AND ALL DAMAGE BY SUPPLIER TO ANY OTHER WORK OR MATERIALS.
8. **PERMITS AND LEGAL REQUIREMENTS.** ALL WORK SHALL BE SATISFACTORY TO MUNICIPAL INSURANCE AND OTHER JURISDICTIONAL AUTHORITIES. SUPPLIER IS TO PROCURE AND PAY FOR ALL PERMITS AND CERTIFICATES TO EXECUTE THE WORK AND TO EVIDENCE ITS PROPER COMPLETION.
9. **PERFORMANCE.** TIME OF THE PERFORMANCE IS THE ESSENCE AND THIS ORDER IS SUBJECT TO CANCELLATION IN WHOLE OR IN PART AT THE DISCRETION OF THE PURCHASER AND THE ISSUANCE OF A NEW ORDER TO OTHERS, IF TIMELY PERFORMANCE OR DELIVERY IS NOT MADE, OR IF THE ITEMS ARE NOT IN ACCORDANCE WITH THIS ORDER OR IF THE ITEMS OR SERVICES ARE UNSATISFACTORY TO THE PURCHASER OR BY REASON OF THE FAULT OR FAILURE TO PERFORMANCE BY THE SUPPLIER, OR IN THE EVENT OF CANCELLATION OF THE SUPPLIER'S INSURANCE, IF ANY, SHALL BE LIMITED TO THE COST OF LABOR AND MATERIAL FURNISHED. PER C.P.M. PROVIDED WITH CONTRACT DURATION DATES SHALL GOVERN.
10. **CLEAN UP.** SUBCONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF TRASH, DEBRIS, MATERIALS, RUBBISH OR WASTE ARISING OUT OF THE OPERATIONS OF THE SUBCONTRACT AND SHALL REMOVE SAME TO DUMPSTERS. SUBCONTRACTOR AGREES UPON TERMINATING ITS WORK AT THE SITE, TO CONDUCT GENERAL CLEAN-UP OPERATIONS, INCLUDING ALL GLASS SURFACES, WALLS, STEPS AND INTERIOR FLOORS AND WALLS IN ACCORDANCE WITH THE REQUIREMENTS OF CONTRACTOR. FAILURE TO PERFORM THESE REQUIRMENTS WILL RESULTS IN BACKCHARGES TO THE INDIVIDUAL SUBCONTRACTOR UPON EACH SCHEDULED PAYMENT. IN THE EVENT A DISPUTE ARISES AMONG THE SUBCONTRACTOR AND ANY OTHER PROJECT PARTICIPANT AS TO THE RESPONSIBILITY FOR SUCH CLEAN UP, THE CONTRACTOR MAY PERFORM THE CLEAN UP AND ALLOCATE THE COST AMONG THE PARTIES RESPONSIBLE FOR KEEPING THE PROPERTY FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH AND DEDUCT THE COST THEREOF FROM PAYMENTS DUE. THE ALLOCATION THUS MADE BY THE CONTRACTOR SHALL BE BINDING ON THE SUBCONTRACTOR.
11. **CANCELLATION.** IN THE EVENT OF THE CANCELLATION OR TERMINATION OF THE CONTRACT BETWEEN THE OWNER AND THE PURCHASER, THE PURCHASER SHALL HAVE THE RIGHT TO TERMINATE AND CANCEL ANY UNPERFORMED PORTION OF THE ORDER, AND THE PURCHASER'S RESPONSIBILITY SHALL BE ONLY FOR THE COST FOR LABOR AND MATERIAL FURNISHED OR THAT PART OF THE ORDER FULFILLED. IN THE EVENT OF THE CANCELLATION OR TERMINATION OF THIS ORDER, BY REASON OF FAULT, FAILURE OF PERFORMANCE, OR UNSATISFACTORY PERFORMANCE OF THE SUPPLIER, THEN THE SUPPLIER SHALL PAY TO THE PURCHASER AND BE LIABLE TO THE PURCHASER SUCH AMOUNT AS IS REQUIRED FOR THE PURCHASER TO CORRECT THE ACT, FAULT, FAILURE OF PERFORMANCE OR UNSATISFACTORY PERFORMANCE BY THE SUPPLIER WHO SHALL BE BACK CHARGED ACCORDINGLY.
12. **GUARANTEE.** UNLESS A LONGER PERIOD IS PROVIDED, ALL MATERIAL FURNISHED BY SUPPLIER HERE UNDER SHALL BE AND REMAIN FREE FROM DEFECTS OF ANY KIND FOR A PERIOD OF ONE (1) YEAR AFTER DATE OF FINAL ACCEPTANCE OF THE WORK BY PURCHASER, AND ANY DEFECTIVE WORK OR MATERIALS ARE TO BE REPAIRED BY SUPPLIER WITHIN THREE (3) DAYS OF NOTICE THEREOF, WITHOUT EXPENSE TO PURCHASER. NO INTERIM PAYMENT TO SUPPLIER IS TO BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE OR IMPROPER WORK OR MATERIALS. ONLY FINAL PAYMENT SHALL BE EVIDENCE OF PERFORMANCE BY SUPPLIER.

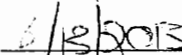
SIGN: Mark J. [Signature]

13. **ALTERNATIVE DISPUTE RESOLUTION.** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER OR THE BREACH THEREOF, SHALL, AT THE DISCRETION OF THE CONTRACTOR, BE SETTLED BY ARBITRATION OR LITIGATION. IF THE CONTRACTOR CHOOSES ARBITRATION, SUCH PROCEEDING SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR OR ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTIONS THEREOF. ARBITRATION MAY INCLUDE, BY CONSOLIDATION OR JOINDER, ANY REQUIRED PARTY IF COMPLETE RELIEF IS TO BE AFFORDED IN THE ARBITRATION. IN THE ALTERNATIVE, AND AT THE DISCRETION OF THE CONTRACTOR, ALL DISPUTES SHALL BE SETTLED IN THE STATE OF NEW JERSEY SUPERIOR COURT, LAW DIVISION OF CHANCERY DIVISION.
14. **ASSIGNMENT.** NEITHER THIS PURCHASE ORDER OR ANY PART THEREOF, NOR INTEREST SHALL BE ASSIGNED OR TRANSFERRED BY OPERATION OF LAW OR OTHERWISE, WITHOUT THE PRIOR WRITTEN APPROVAL OF PURCHASER. ANY ATTEMPT WITHOUT SUCH APPROVAL SHALL CAUSE ENTIRE PURCHASE ORDER TO BE NULL AND VOID.
15. **PAY-WHEN-PAID.** THE SUBCONTRACTOR AGREES THAT CONTRACTOR SHALL BE UNDER NO OBLIGATION TO PAY THE SUBCONTRACTOR FOR ANY WORK DONE ON THIS PROJECT UNTIL AND UNLESS CONTRACTOR HAS BEEN PAID THEREFORE BY THE OWNER. ALL PAYMENTS ARE EXPRESSLY CONTINGENT UPON AND MADE SUBJECT TO THE CONDITION THAT CONTRACTOR SHALL RECEIVE FROM THE OWNER PROGRESS OF FINAL PAYMENTS OF THE AMOUNTS BEING CLAIMED BY THE SUBCONTRACTOR ON ACCOUNT OF WORK DONE BY THE SUBCONTRACTOR ON THIS PROJECT. THE TIME WHEN SUCH PAYMENTS SHALL BE DUE THE SUBCONTRACTOR SHALL BE POSTPONED UNTIL CONTRACTOR HAS RECEIVED SAME FROM THE OWNER AND THE SUBCONTRACTOR HEREBY EXPRESSLY ACCEPTS THE RISK THAT HE WILL NOT BE PAID FOR THE WORK PERFORMED BY HIM IN THE EVENT THAT CONTRACTOR, FOR WHATEVER REASON, IS NOT PAID BY THE OWNER FOR SUCH WORK. THE SUBCONTRACTOR FURTHER AGREES AND ACKNOWLEDGES THAT HE RELIES PRIMARILY FOR PAYMENT FOR WORK PERFORMED ON THE CREDIT AND ABILITY TO PAY OF THE OWNER TO CONTRACTOR FOR WORK PERFORMED BY THE SUBCONTRACTOR SHALL BE A CONDITION PRECEDENT TO ANY PAYMENT OBLIGATION OF CONTRACTOR TO THE SUBCONTRACTOR. WHEN REQUESTED BY THE CONTRACTOR, THE SUBCONTRACTOR SHALL FURNISH A COMPLETE BREAKDOWN OF ITEMS COVERED BY THIS AGREEMENT, GIVING UNIT PRICES FOR EACH.
16. **O.S.H.A.** IT IS THE SUB-CONTRACTORS RESPONSIBILITY TO FOLLOW ALL O.S.H.A. REGULATIONS, AS REQUIRED BY INCLUDING MAINTAINING M.S.D.S. (MATERIAL SAFETY DATA SHEET) DOCUMENTATION AT JOB SITE OF EACH PRODUCT USED AND PROVIDING THIS OFFICE WITH A COPY OF THE SAME FOR OUR FIELD OFFICE REGISTER.
17. **CONTRACTOR REMEDIES.** IF THE SUBCONTRACTOR DEFAULTS OR NEGLECTS TO CARRY OUT THE WORK IN ACCORDANCE WITH THIS PURCHASE ORDER AND FAILS WITHIN THREE (3) WORKING DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM THE CONTRACTOR TO COMMENCE AND CONTINUE CORRECTION OF SUCH DEFAULT OR NEGLECT WITH DILIGENCE AND PROMPTNESS OR FAILS WITHIN SUCH THREE (3) DAYS TO ELIMINATE (OR DILIGENTLY COMMENCE TO ELIMINATE) SUCH DEFAULT, INCLUDING THE DISCHARGE OF A FILED LIEN, THE CONTRACTOR MAY, WITHOUT PREJUDICE TO ANY OTHER REMEDY HE MAY HAVE, MAKE GOOD SUCH DEFICIENCIES AND MAY DEDUCT THE COST THEREOF FROM THE PAYMENTS THEN OR THEREAFTER DUE THE SUBCONTRACTOR IN SUCH CASE AN APPROPRIATE CHANGE ORDER SHALL BE ISSUED. IF PAYMENTS THEN OR THEREAFTER DUE THE SUBCONTRACTOR ARE NOT SUFFICIENT TO COVER AMOUNTS DUE CONTRACTOR, SUBCONTRACTOR SHALL PAY DIFFERENCE TO CONTRACTOR.
18. **NO DAMAGES FOR DELAY.** SUBCONTRACTOR ACKNOWLEDGES THAT THE CONTRACT PRICE IS BASED ON THE FACT THAT THE CONTRACTOR IS NOT LIABLE ABSENT ACTUAL FRAUD, FOR ANY DAMAGES OR COSTS DUE TO DELAYS, ACCELERATIONS, IMPACT, NON-PERFORMANCE, INTERFERENCE WITH PERFORMANCE, SUSPENSION OR CHANGES IN PERFORMANCE OR SEQUENCE OF THE SUBCONTRACTOR'S WORK EVEN IF CONTRACTOR WRONGFULLY DENIES AN EXTENSION OF TIME TO THE SUBCONTRACTOR. THUS, IN NO EVENT, ABSENT ACTUAL FRAUD, SHALL THE CONTRACTOR BE LIABLE TO THE SUBCONTRACTOR FOR ANY DAMAGES CAUSED BY DELAY, ACCELERATION, INTERFERENCE, SUSPENSION, NON-PERFORMANCE OR CHANGES IN THE SEQUENCE OF PERFORMANCE OR IMPACT UPON OR WITH THE WORK OF THE SUBCONTRACTOR.
19. **TERMINATION.** IF SUBCONTRACTOR REFUSES OR FAILS TO SUPPLY ENOUGH PROPERLY SKILLED WORKERS OR PROPER MATERIALS OR EQUIPMENT, FAILS TO MAKE PAYMENT TO SUPPLIERS, DISREGARD LAWS, ORDINANCES, RULES, REGULATIONS OR ORDERS OF A PUBLIC AUTHORITY HAVING JURISDICTION, DISREGARDS THE INSTRUCTIONS OF CONTRACTOR, ARCHITECT OR THE PROJECT OWNER (WHEN SUCH INSTRUCTIONS ARE BASED ON THE REQUIREMENTS OR SUBCONTRACT DOCUMENTS), FAILS TO DILIGENTLY PROCEED WITH THE WORK FOR A PERIOD OF THREE (3) CONSECUTIVE DAYS, FAILS TO CURE ANY LABOR STRIKE, WORK STOPPAGE, OR LABOR DISPUTE WITHIN FORTY-EIGHT (48) HOURS OF WRITTEN NOTICE FROM CONTRACTOR, OTHERWISE DOES NOT FULLY COMPLY WITH THE SUBCONTRACT DOCUMENTS, OR IMPROPERLY FILES A LIEN OR FAILS TO DISCHARGE A LIEN FILED BY ONE OF ITS SUBCONTRACTORS/SUPPLIERS, THEN IN ANY OF SUCH EVENTS, CONTRACTOR MAY, WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES OF THE CONTRACTOR AND AFTER GIVING THE SUBCONTRACTOR AND THE SUBCONTRACTORS SURETY, IF ANY, UPON SEVEN (7) DAYS' WRITTEN NOTICE (EXCEPT IN CASES OF EMERGENCY IN WHICH CASE NO NOTICE SHALL BE REQUIRED), TERMINATE THE SERVICE OF THE SUBCONTRACTOR. TO THE EXTENT THE COSTS OF COMPLETING THE WORK EXCEED THOSE COST WHICH WOULD HAVE BEEN PAYABLE TO THE SUBCONTRACTOR TO COMPLETE THE WORK (EXCEPT SUBCONTRACTOR'S DEFAULT). SUBCONTRACTOR WILL PAY THE DIFFERENCE TO CONTRACTOR, AND THIS OBLIGATION FOR PAYMENT SHALL SURVIVE TERMINATION OF THE SUBCONTRACT.
20. **LIQUIDATED DAMAGES.** SUBCONTRACTOR UNDERSTANDS FROM THE NATURE OF THE SUBJECT MATTER OF THIS SUBCONTRACT THAT THE CONTRACTOR WILL SUFFER LOSS AND DAMAGES IN THE EVENT OF SUBCONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE SPECIFIED CONTRACT TIME AND THE DETERMINATION OF THE AMOUNT OF SUCH LOSS AND DAMAGES OF THE CONTRACTOR FOR SUCH FAILURE WOULD BE DIFFICULT, IF NOT IMPOSSIBLE TO ASCERTAIN. THEREFORE, SUBCONTRACTOR AGREES TO PAY THE CONTRACTOR (AND THE CONTRACTOR MAY DEDUCT FROM ANY MONIES DUE OR PAYABLE OR TO BECOME DUE OR PAYABLE TO SUBCONTRACTOR UNDER THE PROVISIONS OF THE SUBCONTRACTOR DOCUMENTS) AS AND FOR LIQUIDATED AND AGREED DAMAGES WHICH WILL BE SUFFERED BY THE CONTRACTOR, AND NOT AS A PENALTY, FOR SUCH FAILURE, COST TO RECTIFY. SUBCONTRACTOR ACCEPTS ALL CHARGES TO REMEDY AND COMPLETE WORK PER CONTRACT SCOPE. MONIES WILL BE DEDUCTED IMMEDIATELY FROM PENDING INVOICES. CONTRACTOR RESERVES THE RIGHT TO SEEK COMPENSATION IF THE CHARGES ARE OVER CONTRACT AMOUNT.
21. **LIENS.** IF ANY SUBCONTRACTOR, LABORER OR MATERIALMAN OF SUBCONTRACTOR OR ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ACTING FOR OR THROUGH IT FILES A MECHANIC'S OR CONSTRUCTION LIEN, STOP NOTICE OR OTHER CLAIM AGAINST THE PROJECT, THE PROPERTY, OR ANY PART THEREOF, AGAINST MONIES DUE OR TO BECOME DUE FROM THE OWNER TO CONTRACTOR OR FROM CONTRACTOR TO SUBCONTRACTOR, THE SUBCONTRACTOR AGREES TO SATISFY, REMOVE, OR DISCHARGE SUCH LIENS OR CLAIMS AT ITS OWN EXPENSE BY BOND, PAYMENT OR OTHERWISE WITHIN FIVE (5) DAYS OF THE DATE OF FILING THEREOF. IF THE SUBCONTRACTOR SHALL FAIL TO DO SO, CONTRACTOR SHALL HAVE THE RIGHT, IN ADDITION TO ALL OF THE RIGHTS AND REMEDIES PROVIDED BY THE CONTRACT DOCUMENTS OR LAW, TO SATISFY, REMOVE, OR DISCHARGE SUCH LIENS OR CLAIMS BY WHATEVER MEANS CONTRACTOR CHOOSES AT THE ENTIRE EXPENSE OF THE SUBCONTRACTOR INCLUDING LEGAL FEES. CONTRACTOR SHALL HAVE THE RIGHT TO RETAIN OUT OF ANY PAYMENTS DUE OR TO BECOME DUE TO SUBCONTRACTOR A REASONABLE AMOUNT TO PROTECT CONTRACTOR FROM ANY AND ALL LOSS, DAMAGE OR EXPENSE INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RELATING TO ANY SUCH CLAIM OR LIEN UNTIL THE CLAIM OR LIEN HAS BEEN SATISFIED BY SUBCONTRACTOR.

SIGN:



DATE:



NOTE: THIS SUPPLIER AGREES NOT TO SUB CONTRACT ANY WORK COVERED UNDER THIS PURCHASE ORDER WITHOUT THE EXPRESSED WRITTEN CONSENT OF DCM OF NEW YORK, LLC. WHICH SAID CONSENT MAYBE WITHHELD WITHOUT REASON.