



**ADVANCED POWER TECHNOLOGIES**

**LIGHTING, ELECTRICAL & SIGNAGE SERVICES**

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**ADVANCED POWER TECHNOLOGIES SUBCONTRACTOR ENROLLMENT PACKAGE**

**PLEASE EMAIL COMPLETED PACKET TO: [nationalbranch@advancedpowertech.com](mailto:nationalbranch@advancedpowertech.com)**

**Welcome to APT's Network of Subcontractors!**

We are very excited about the opportunity for you to work with us as an independent contractor to provide design, installation and maintenance services to our customers in the lighting, electrical and sign specialties.

We request that you review this package, complete the documents and return them to our office as soon as possible, via email, so that we may begin using your services.

We thank you for your time and look forward to working together!

**Please:**

Review, complete, initial and return the Contractor Specification Sheet;

Review, initial and return Service Call Instructions;

Review and initial the Material Price List and return to us (or call us with any price issues to resolve);

Initial each page, sign and return Master Contractor Agreement;

Complete, sign and return to us a W-9 Form;

Send to APT a certificate of insurance demonstrating at least \$1,000,000 combined single limit ("CSL") in general liability, including completed operations on a primary and non-contributory basis, and at least \$1,000,000 CSL on auto and for employers' liability (worker's comp policy), and identifying Advanced Power Technologies, LLC as an additional insured on both the general liability and auto policies. A waiver of subrogation is required on general liability, auto and worker's comp policies.

If you have any questions or concerns about this Master Contractor Agreement or any of the included documents, please feel free to call our Manager of National Services directly at (954) 984-4100. We know it's quite a number of pages, but it is a one-time request and essential to a great relationship. We appreciate your cooperation and look forward to a successful partnership.

Sincerely,

Advanced Power Technologies



**ADVANCED POWER TECHNOLOGIES**  
**LIGHTING, ELECTRICAL & SIGNAGE SERVICES**

**CONTRACTOR SPECIFICATION SHEET**

**COMPANY INFORMATION:**

COMPANY \_\_\_\_\_ NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
PRIMARY CONTACT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
SERVICE/DISPATCH CONTACT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
BILLING/AR CONTACT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**HOURLY LABOR RATES:** Target labor rates have been provided below. (Complete all that apply.)

Apprentice (Helper) \$30.00 Regular Rate \$ \_\_\_\_\_  
Lighting Maintenance (Exterior or Interior) \$50.00 Regular Rate \$ \_\_\_\_\_  
Electrician \$55.00 Regular Rate \$ \_\_\_\_\_  
Licensed Journeyman Electrician \$60.00 Regular Rate \$ \_\_\_\_\_  
Master Electrician \$65.00 Regular Rate \$ \_\_\_\_\_  
Lift Truck up to 32-47 Ft (Includes one man) \$70.00 Regular Rate \$ \_\_\_\_\_  
Lift Truck up to 48-60 Ft (Includes one man) \$80.00 Regular Rate \$ \_\_\_\_\_  
Crane truck to 100 ft (includes two men) \$110.00 Regular Rate \$ \_\_\_\_\_

**EMERGENCY SERVICE:**

Normal Business Hours Emergency Service (Dispatched Monday through Friday, 7:30am-4:30pm):

Emergency Rate: Same as Standard Rate  Time and a Half Standard Rate (x1.5)  Other: \_\_\_\_\_

Afterhours/Weekends/Holidays Emergency Service:

Emergency Rate: Same as Standard Rate  Time and a Half Standard Rate (x1.5)  Other: \_\_\_\_\_

**TRAVEL/TRIP CHARGES:**

Regular Service Calls: \$ \_\_\_\_\_ Normal Business Hours ER: \$ \_\_\_\_\_ Afterhours ER Service: \$ \_\_\_\_\_

**MATERIAL MARKUP:** 10%  15%  20%

**ADDITIONAL INFORMATION:**

\_\_\_\_\_



## ADVANCED POWER TECHNOLOGIES

### LIGHTING, ELECTRICAL & SIGNAGE SERVICES

#### SERVICE CALL INSTRUCTIONS

Our National Branch will email or call your office and request if your company is able to service the call. You will be provided a scope of work and location. Please reply via email or phone confirming that you are able to service. Please wait until you receive the dispatch email from us, prior to performing work. **If you accept the call, the following terms are understood:**

- APT National Branch will send you a dispatch email which will include a Service Request Order (SRO) Form, a Purchase Order (PO) that includes a Not to Exceed (NTE) amount, and other pertinent information.
- We will need you to provide us with a firm schedule date as we need to report this information back to our client. If you are unable to service the call by the scheduled date we need you to inform us as soon as possible, but no less than 1 business day prior to the scheduled date.
- Ensure that the technician has the APT SRO form with them when they arrive onsite. Check in with the manager on duty, upon arrival. **DO NOT DISCUSS PRICING** with anyone onsite; pricing is only to be discussed with APT.
- Please note that for Emergency Calls only: if obtaining a copy of the APT sign off sheet (SRO form) and/or getting the form to your tech is not feasible, your company's sign off sheet/work order form will suffice. Under no circumstances will an invoice be paid without a completed, signed work order.
- **DO NOT EXCEED** the purchase order amount (including tax) or we will not be able to pay the overage without authorization! **VERY IMPORTANT.** Please call the contact indicated on your service request or call our office (888)278-8518, to obtain an approval. Make sure you receive an email or a revised PO from us specifying the increased amount. All work orders are to be serviced with one electrician or technician unless otherwise approved in writing by APT.
- If a quote is required, the quote must include a **breakdown** of all the charges from the initial visit as well as all charges for what work is needed. Labor must include number of hours and the hourly rate. Separate the travel. Materials must include part number, manufacturer's name and price per unit. Please provide a description of work performed as well as a description of the work needed. Please provide as much detail as possible so that we can eliminate multiple phone calls requesting more information. Please email the quote to [nationalbranch@advancedpowertech.com](mailto:nationalbranch@advancedpowertech.com).
- When work is complete, please call the person indicated on the service request or call (954)861-6865. If no one answers, please leave a voicemail with the Service Request Order # and when the work was completed. The Manager on duty (MOD) must sign the APT's SRO form upon completion.
- Email the signed SRO form(s) and your detailed invoice to [nationalbranch@advancedpowertech.com](mailto:nationalbranch@advancedpowertech.com) upon completion of the job.



## ADVANCED POWER TECHNOLOGIES

### LIGHTING, ELECTRICAL & SIGNAGE SERVICES

#### APT MATERIAL PRICE LIST

| PART DESCRIPTION              | SUB COST | SELL TO APT |
|-------------------------------|----------|-------------|
| F17T8 FLUOR LAMP              | \$ 1.53  | \$ 1.91     |
| F21T5 FLUOR LAMP              | \$ 3.13  | \$ 3.91     |
| F24T12 HO FLUOR LAMP          | \$ 4.00  | \$ 5.00     |
| F25T8 FLUOR LAMP              | \$ 1.35  | \$ 1.69     |
| F28T5 FLUOR LAMP              | \$ 1.82  | \$ 2.28     |
| F28T8 FLUOR LAMP              | \$ 1.35  | \$ 1.69     |
| F30T12 HO FLUOR LAMP          | \$ 5.70  | \$ 7.13     |
| F32T8 25W FLUOR LAMP          | \$ 3.24  | \$ 4.05     |
| F32T8 28W FLUOR LAMP          | \$ 2.03  | \$ 2.54     |
| F32T8 FLUOR LAMP              | \$ 2.34  | \$ 2.93     |
| F32T8 U BEND FLUOR LAMP       | \$ 6.69  | \$ 8.36     |
| F36T12 HO FLUOR LAMP          | \$ 3.67  | \$ 4.59     |
| F40T8 FLUOR LAMP              | \$ 5.40  | \$ 6.75     |
| F42T12 HO FLUOR LAMP          | \$ 3.45  | \$ 4.31     |
| F48T12 HO FLUOR LAMP          | \$ 3.20  | \$ 4.00     |
| F54T5 FLUOR LAMP              | \$ 3.97  | \$ 4.96     |
| F60T12 HO FLUOR LAMP          | \$ 3.53  | \$ 4.41     |
| F72T12 HO FLUOR LAMP          | \$ 3.10  | \$ 3.88     |
| F84T12 HO FLUOR LAMP          | \$ 3.35  | \$ 4.19     |
| F96T12 FLUOR LAMP             | \$ 5.17  | \$ 6.46     |
| F96T12 HO FLUOR LAMP          | \$ 3.14  | \$ 3.93     |
| F96T8 FLUOR LAMP              | \$ 8.14  | \$ 10.18    |
| F96T8 HO FLUOR LAMP           | \$ 12.44 | \$ 15.55    |
| F108T12 HO FLUOR LAMP         | \$ 11.36 | \$ 14.20    |
| F120T12 HO FLUOR LAMP         | \$ 11.36 | \$ 14.20    |
| 2L F32T8 120V-277V BALLAST    | \$ 7.26  | \$ 9.08     |
| 3L F32T8 120V-277V BALLAST    | \$ 8.40  | \$ 10.50    |
| 4L F32T8 120V-277V BALLAST    | \$ 9.53  | \$ 11.91    |
| 2L F96T12 120-277V BALLAST    | \$ 13.63 | \$ 17.04    |
| 2L F96T8 120V-277V BALLAST    | \$ 31.57 | \$ 39.46    |
| 2L F54T5 HO 120V-277V BALLAST | \$ 12.81 | \$ 16.01    |
| CMH 35W CERAMIC LAMP          | \$ 18.18 | \$ 22.73    |
| CMH 39W CERAMIC LAMP          | \$ 18.18 | \$ 22.73    |
| CMH 70W CERAMIC LAMP          | \$ 17.05 | \$ 21.31    |
| MH 70W LAMP                   | \$ 17.78 | \$ 22.23    |
| MH 100W LAMP                  | \$ 17.78 | \$ 22.23    |
| CMH 150W CERAMIC LAMP         | \$ 17.10 | \$ 21.38    |
| MH 175W LAMP                  | \$ 7.90  | \$ 9.88     |

| PART DESCRIPTION                             | SUB COST  | SELL TO APT |
|--|-----------|-------------|
| MH 250W LAMP                                 | \$ 7.67   | \$ 9.59     |
| MH 320W PS LAMP                              | \$ 13.86  | \$ 17.33    |
| MH 400W LAMP                                 | \$ 7.90   | \$ 9.88     |
| HPS 400W LAMP                                | \$ 7.38   | \$ 9.23     |
| MH 1000W LAMP                                | \$ 15.74  | \$ 19.68    |
| MH 70W BALLAST                               | \$ 32.48  | \$ 40.60    |
| MH 100W BALLAST                              | \$ 34.10  | \$ 42.63    |
| MH 150W BALLAST                              | \$ 38.19  | \$ 47.74    |
| MH 175W BALLAST                              | \$ 31.41  | \$ 39.26    |
| MH 250W BALLAST                              | \$ 37.73  | \$ 47.16    |
| MH 400W BALLAST                              | \$ 41.67  | \$ 52.09    |
| MH 1000W BALLAST                             | \$ 73.23  | \$ 91.54    |
| 4030 TRANSFORMER                             | \$ 95.03  | \$ 118.79   |
| 15030 TRANSFORMER                            | \$ 134.88 | \$ 168.60   |
| SIGN BALLAST 4'-12' (1-2 LAMPS)              | \$ 43.11  | \$ 53.89    |
| SIGN BALLAST 8'-24' (2-4 LAMPS)              | \$ 67.48  | \$ 84.35    |
| SIGN BALLAST 18'-36' (4-6 LAMPS)             | \$ 85.20  | \$ 106.50   |
| ELEC SIGN BALLAST 10'-40' (1-4 LAMPS)        | \$ 48.38  | \$ 60.48    |
| ELEC SIGN BALLAST 2'-16' (1-2 LAMPS)         | \$ 17.80  | \$ 22.25    |
| ELEC SIGN BALLAST 4'-32' (1-4 LAMPS)         | \$ 35.83  | \$ 44.79    |
| ELEC SIGN BALLAST 8'-48' (4-6 LAMPS)         | \$ 50.20  | \$ 62.75    |
| MEDIUM BASE PORCELAIN SOCKET                 | \$ 3.01   | \$ 3.76     |
| MOGAL BASE PORCELAIN SOCKET                  | \$ 4.55   | \$ 5.69     |
| STATIONARY/RECESSED HO/VHO SOCKET            | \$ 2.68   | \$ 3.35     |
| T8 SOCKET                                    | \$ 1.80   | \$ 2.25     |
| BATTERY 10 AMP 6 VOLTS                       | \$ 11.93  | \$ 14.91    |
| LED DRIVER 100W 4.1A 24V - NON-DIM           | \$ 50.50  | \$ 63.13    |
| LED DRIVER 150W .035 425V 0-10V 120/277V-DIM | \$ 68.68  | \$ 85.85    |
| LED FLAT PANEL 2X2                           | \$ 41.48  | \$ 51.85    |
| LED T8 PLUG AND PLAY 4' DIMMABLE             | \$ 7.16   | \$ 8.95     |
| LED T8 DIRECT WIRE 4' TUBE DIMMABLE          | \$ 7.33   | \$ 9.16     |

| RECYCLING                        | SUB COST | SELL TO APT |
|----------------------------------|----------|-------------|
| UP TO 4' FLUORESCENT LAMPS (48") | \$ 0.16  | \$ 0.20     |
| UP TO 8' FLUORESCENT LAMPS (96") | \$ 0.32  | \$ 0.40     |
| OVER 8' LAMPS (96"+)             | \$ 0.40  | \$ 0.50     |
| COMPACT FLUORESCENT              | \$ 0.20  | \$ 0.25     |
| HID LAMPS                        | \$ 0.62  | \$ 0.78     |

Acceptable manufactures include: Sylvania, Advance, GE, Phillips, TCP, Satco and Universal. To place your lighting order through APT's sister distribution company, Creative Lighting, please contact them at (954)968-8000. There is no requirement to purchase from Creative Lighting, however the 'Sell to APT' price specified above is your billable price to APT.



## MASTER CONTRACTOR AGREEMENT GENERAL TERMS AND INSTRUCTIONS

This Master Contractor Agreement (“Agreement”) between Advanced Power Technologies (“APT”) and the contractor described on the signature page (“Contractor”) is effective the date this Agreement is accepted by APT (the “Effective Date”).

- AGREEMENT PERIOD:** The term of this Agreement shall be from the Effective Date until the last day of the current calendar year, and shall automatically renew for one (1) year periods thereafter unless terminated earlier by either party in writing sixty (60) days prior to the effective termination date. Moreover, this Agreement shall govern all work performed by Contractor for APT during the 1 year time period immediately preceding the effective date. Unless otherwise set forth herein, the time for Contractor to perform services shall be as set forth in any Service Request Order(s) provided by APT to Contractor from time to time, or as set forth via dispatch email from APT to the Contractor.
- WORK TO BE PERFORMED:** The Contractor’s scope of work shall include all services specified in this Agreement and any Service Request Order(s) provided by APT to the Contractor from time to time. Any Service Request Order(s) provided by APT to the Contractor may be updated or revised by APT from time to time at APT’s sole discretion. By accepting a Service Request Order, Contractor agrees to perform the work specified therein in compliance with the terms and conditions of this Agreement and the Terms and Conditions posted on APT’s website under “about us” at <http://www.advancedpowertech.com/terms-and-conditions/> (the “Website Terms and Conditions”). Each Service Request Order shall include a not-to-exceed (“NTE”) or a fixed-quoted amount. Unless agreed upon in writing, APT is not responsible for payment of any amounts incurred by Contractor or services performed by Contractor in excess of the NTE or fixed-quoted amount. Contractor agrees that it is solely responsible for complying with the NTE or fixed-quoted amount, and cannot seek payment of amounts in excess of the NTE or fixed-quoted amount from APT or the owner or customer, and cannot recover any materials or product from a project or location. APT is the sole party permitted to increase an NTE or fixed-quoted amount or approve a quote. Quote approvals are given based on the estimated time to complete work. Unless prior written approval from APT is obtained by Contractor for use of a licensed journeyman electrician or master electrician, all electrical calls shall be billed at APT’s standard electrician rate as reflected in the Contractor Specification Sheet, or in the absence of a Contractor Specification Sheet, as set forth via dispatch email from APT to the Contractor. The amount listed on a revised Purchase Order represents an increased NTE amount and NOT a fixed price amount to complete work, unless otherwise stated. If Contractor has any issue obtaining any item or information required to complete a Service Request Order, Contractor must immediately bring same to APT’s attention while the technician is onsite. Failure to do so may, in APT’s sole discretion, result in nonpayment. For any Service Request Order that states “IVR”, the technician must call in to the IVR system upon arrival and upon departure. Any issues with the IVR system must be addressed in writing with APT while the tech is onsite. Failure to do so may, in APT’s sole discretion, result in nonpayment. Contractor is prohibited from disclosing pricing, payment or any other related information to the customer.
- SERVICE RESPONSE:** APT shall issue a Service Request Order for each assignment to Contractor. Contractor shall respond to service calls placed by APT within the agreed ETA (estimated time of arrival) mutually established and in accordance with any Service Call Instructions provided by APT to Contractor. If a situation arises where Contractor cannot respond within the agreed upon time, Contractor must contact APT immediately. Only one man and one vehicle should be dispatched per Service Request Order. Contractor must call APT and receive written approval prior to dispatching additional personnel or vehicles for service. **EMERGENCY SERVICE CALLS:** Emergency service call response time will be predetermined by APT and agreed by Contractor. If Contractor cannot respond within the agreed upon time, Contractor must contact APT immediately. Emergency rates are only to be billed on service calls dispatched as emergency, with emergency rates as set forth via dispatch email from APT to the Contractor. Emergency calls only – Contractor’s completed and signed work order is acceptable, in lieu of the APT Service Request Order. All other terms and conditions apply.
- TRUCK STOCK:** Contractor is required to review all Service Request Orders prior to dispatching truck to ensure that all of the parts required for each service call are available on the service truck. APT will not reimburse Contractor for a second trip travel charge, or any other cost or labor associated with leaving or returning to a jobsite in order to obtain parts which are considered to be typical stock for the service provided. In the event a second trip becomes necessary, Contractor must obtain written approval from APT prior to dispatching. Contractor should refer to the typical stock list attached hereto, which includes, but is not limited to, items considered to be typical stock. The typical stock list is meant solely to serve as an example to the Contractor, and is by no means comprehensive.
- RATES:** All work will be paid at standard agreed upon rates unless prior written approval is received from APT. Miscellaneous charges such as fuel charges, mileage, toll charges, freight, handling, and/or ladder or tool charges, will not be paid unless prior written approval is received by APT. Failure to do so may, in APT’s sole discretion, result in nonpayment. No overtime should be billed or will be paid by APT without express written consent from APT. Contractor shall have the option to purchase parts from Creative Lighting, LLC, APT’s sister distribution company, or from a wholesale distributor. For any part purchased by Contractor, Contractor shall not charge APT a markup in excess of ten (10%) percent of the cost of the amount paid by Contractor, unless otherwise reflected on APT’s Contractor Specification Sheet. If the Contractor opts to purchase parts from Creative Lighting, LLC, Contractor should refer to the Material Pricing List attached hereto, which sets forth an example of the rates for certain parts from Creative Lighting, LLC. The Material Pricing List is meant solely to serve as an example to the Contractor, and is by no means comprehensive. If the Contractor opts to purchase parts from a wholesale distributor, the Contractor must seek competitive rates for parts. Any markup on material (plus cost) shall be based upon wholesale pricing, not retail. Any parts supplied by the Contractor shall be subject to APT’s right to audit/replace as set forth herein. Rates for labor shall be as mutually agreed upon in the Contractor Specification Sheet, or in the absence of a Contractor Specification Sheet, as set forth via dispatch email from APT to the Contractor. APT reserves the right to change the rates for labor or material upon thirty (30) days prior written notice to Contractor. Any future rate changes requested by Contractor must be submitted to APT thirty (30) days prior to their effective date and are subject to the written approval of APT.
- RIGHT TO AUDIT/REPLACE:** Contractor shall maintain records of all work performed, and shall maintain all records for a period of five years after completion of services. APT shall have the right, at any time and in its sole discretion, to audit, inspect, and to receive copies of any invoices or other documents submitted by the Contractor to APT or relating to work performed by the Contractor throughout the duration of the relationship between APT and Contractor. If any audit identifies overpricing or overcharges of any nature by the Contractor, or fraud, misrepresentation, or non-performance by the Contractor, then, in addition to any other remedies available to APT, APT shall be entitled to recover from the Contractor reimbursement for all costs and expenses associated with the audit. Notwithstanding, APT reserves



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the right, in its sole discretion and at the Contractor's expense, to replace any Contractor-supplied part if APT determines that the Contractor overcharged for any part and the Contractor and APT cannot reach an agreement on a reduced price for the part.

7. **SPECIAL INSTRUCTIONS:** Contractor must read all special instructions on each Service Request Order for additional customer requirements. Any such special instructions must be strictly adhered to or complied with.
8. **SERVICE REQUEST ORDER CONDITIONS:** Issuance of a Service Request Order shall constitute a binding agreement between APT and Contractor and shall remain in force until completion or other disposition is made. Unless otherwise agreed to prior in writing, no work is to be subcontracted by Contractor, except that portion which Contractor is not equipped or licensed to perform. Such assignment shall not relieve Contractor of its obligations herein to the extent any subcontracting is required. Moreover, Contractor must notify APT, provide APT with a copy of the Subcontractor's Insurance Certificate for the same coverage as required by the Contractor, and obtain permission from APT in writing before any subcontracting will be permitted.
9. **WARRANTY:** Contractor warrants that all work performed shall be performed in professional, skillful, and workmanlike manner and will be free from defects in workmanship. Contractor shall repair and/or replace, at Contractor's expense, any defects in materials or workmanship which appear within a period of one (1) year from the date the work is completed and shall remedy any damage resulting therefrom. All materials provided by Contractor shall have a manufacturers' warranty, with a minimum of a five (5) year warranty for LED, CE, UL, and/or DLC products.
10. **MATERIALS RESPONSIBILITY:** Any materials shipped to Contractor in conjunction with a Service Request Order will remain the property of APT. Upon receipt of materials, Contractor shall assume full responsibility of handling and safekeeping until the work is completed and accepted by an authorized representative of the customer or other disposition as directed by APT. Contractor shall accept materials shipped to it, and shall inspect them for damage and shortage in shipment and shall provide APT with a signed freight bill denoting such damage or shortage within twenty-four (24) hours of receipt. Shipping damages, while in transit, are the responsibility of the common carrier. The manufacturer cannot assume responsibility for the damage of the product either in the original shipment or during the exchange of the whole or part. In accordance with I.C.C. Regulations, the Contractor must inspect all products immediately upon receipt for correct count, damage, or defect. Visible damage or difference in count should be noted by the Contractor on the delivery receipt before accepting delivery. Concealed damage must be reported to the carrier within fifteen (15) days after receipt of shipment and a concealed damage report secured. The liability of the manufacturer for shipping damage ceases upon acceptance by the carrier of the shipment in good order at their dock. If damage has occurred it is the responsibility of the Contractor to supply APT with photos of the damage. The photos must CLEARLY SHOW the damage. Do not destroy or remove cartons and/or crates until inspection has been completed. Your claim can be filed with the carrier and costs recovered. All damage must be repaired or corrected before the product leaves Contractor's premise to be installed. Failure of Contractor to comply with this provision may, in APT's sole discretion, result in nonpayment to Contractor, as well as other remedies available to APT. Unused materials supplied by APT must be returned to APT upon completion of work. Failure to return materials may, in APT's sole discretion, result in short payment of invoice.
11. **PERFORMANCE AND QUALITY:** Contractor shall complete the work in accordance with the time schedule specifically established on each Service Request Order. Contractor shall continuously perform all work, and upon completion of this work, shall leave the premises clean and free from rubbish, tools, equipment, and other obstructions. Contractor shall maintain minimum interference with business activity at the location(s). The work performed by Contractor is subject to the inspection and approval of APT or its designee, whose decision, based upon good construction practice and procedure in the area, on all questions arising out of the performance of the work by Contractor, will be final. Any such inspection and approval by APT will not relieve Contractor of its obligations. APT may refuse any portion of Contractor's work because of unsatisfactory quality of materials or workmanship or any unauthorized deviations from specifications. Contractor agrees to pay all costs involved in replacing and correcting such work. In addition, APT reserves the right to terminate Contractor's services or any portion thereof at its election for Contractor's negligence, slow progress, use of unsatisfactory materials or workmanship, or evidence of fraudulent representation, in each case, in the sole discretion of APT. Contractor further agrees to relinquish any materials shipped to him, if default is declared.
12. **DEVIATION AND AMENDMENT:** Contractor shall not deviate from specifications required herein or any referenced documents. Specified procedures must be followed in every respect unless prohibited by law, customer decree, or physical impossibility. The Contractor acknowledges that it has examined the site of proposed work and is reasonably aware of all surface and subsurface conditions surrounding the same. As applicable, Contractor has examined the plans and drawings from and is acquainted with the requirements of each. The Contractor shall not be entitled to any claims of extras unless approved by APT in writing. Additional charges shall not be claimed by the Contractor due to weather conditions or job scheduling. For subsequent alterations in procedure, regardless if change is requested by the agent or other customer representative, APT must be notified and written approval secured by the Contractor from APT. Contractor further agrees and understands that no payment whatsoever will be made for any changes exceeding the agreed amount unless charge is necessary and as a result of completely unforeseeable circumstances or conditions and Contractor secures written approval from APT prior to proceeding.
13. **COMPLIANCE WITH LAWS:** Contractor shall be responsible for coordination and clearance with all local parties concerned and will be responsible for proper location of any work in relation to existing public service power, underground cable and sewer, and water lines. Contractor shall obtain required permits for this work, but will not pursue variance proceedings, unless it is necessary and is specifically directed by APT. The Contractor shall comply with all applicable Federal, State and Local laws and regulations, and otherwise engage in or comply with other safety requirements that may be required to operate in the safest manner possible.

APT and Contractor acknowledge that applicable law may require special means of disposal of fluorescent lighting tubes and hazardous substances. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release" shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub.L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq. or other applicable state or Federal laws, rules or regulations adopted pursuant to any of the foregoing, and as may be amended from time to time.

Contractor warrants that it has agreed to provide for the lawful disposal of all such hazardous substances. Contractor will use all commercially reasonable efforts to secure and deliver a Certificate of proper disposal upon request. Contractor shall comply in all respects with all environmental protections, federal, state and local laws, statutes, regulations and ordinances; not cause or permit to exist, as a result of an intentional or unintentional action or omission on its part or on the part of any third party, on any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to the conditions of a permit issued by the appropriate federal, state or local governmental authorities.



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14. **D.O.T. DRUG/ALCOHOL TESTING (F.M.C.S.R. par 382 of Title 49 C.F.R.):** Contractor assumes sole and complete responsibility for ensuring that Contractor and all of Contractor’s employees (including full-time, part-time, casual, intermittent, or occasional C.D.L. drivers), leased drivers, and independent, owner operator contractors who are performing “safety-sensitive functions” are in complete compliance with applicable D.O.T. Drug/Alcohol testing policies and regulations. The Contractor agrees to fully protect and indemnify APT from any penalties, liabilities, and legal fees associated with non-compliance with D.O.T. Drug/Alcohol Abuse Policy and Federal, State, and Local laws and regulations.

15. **INSURANCE AND INDEMNITY:  
INDEMNIFICATION:**

- A. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS APT ALONG WITH ANY OTHER ENTITY FOR WHOM INDEMNIFICATION BY THE COMPANY IS REQUIRED (THE “INDEMNITEES”), AGAINST ANY AND ALL LIABILITY AND CLAIMS FOR THE DEATH OF OR INJURY TO ANY PERSON, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF THE CONTRACTOR OR OF ANY INDEMNITEE, OR PROPERTY DAMAGE, INCLUDING THE LOSS OF USE OF PROPERTY, INCLUDING EXPENSES AND ATTORNEYS’ FEES RELATED THERETO, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY WORK ORDER, SERVICE REQUEST ORDER, OR CONTRACTOR’S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR AND ITS AGENTS AND EMPLOYEES ON AND AROUND THE PREMISES AT WHICH THE WORK IS TO BE PERFORMED, EVEN IF SUCH CLAIM OR LIABILITY IS CAUSED IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE CONTRACTOR INDEMNIFY THE INDEMNITEES. THE CONTRACTOR ALSO AGREES TO INDEMNIFY INDEMNITEES AND HOLD THEM HARMLESS FROM ALL EXPENSES, INCLUDING ATTORNEYS’ FEES, CAUSED BY OR RELATED TO ANY BREACH BY CONTRACTOR OF THE COVENANTS CONTAINED IN THIS AGREEMENT OR ANY WORK ORDER OR SERVICE REQUEST ORDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO OR LOSS OF THE WORK, WHETHER COMPLETED OR UNDER CONSTRUCTION, UNTIL RESPONSIBILITY FOR THE WORK HAS BEEN ACCEPTED BY THE OWNER AND APT, AND THE CONTRACTOR AGREES TO INDEMNIFY INDEMNITEES AGAINST ALL EXPENSES AND COSTS CAUSED BY ANY SUCH DAMAGE OR LOSS FROM ANY CAUSE, EVEN IF SUCH DAMAGE OR LOSS IS CAUSED IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE. THE CONTRACTOR WILL ALSO TAKE PRECAUTIONS TO PROTECT OTHER PORTIONS OF THE WORK. THE CONTRACTOR SHALL PROCURE CONTRACTUAL LIABILITY INSURANCE COVERING ITS OBLIGATIONS HEREIN.
- B. To the extent the Contractor has been paid pursuant to the terms of this Agreement or Service Request Order, the Contractor agrees that neither it nor its subcontractors, suppliers or mechanics, or anyone claiming under them, shall have any lien upon any work performed or materials furnished pursuant to this Agreement or Service Request Order, or the premises on which the work is performed or materials furnished, and the Contractor hereby waives on behalf of itself and its subcontractors, suppliers, and mechanics, and those claiming under them, all right to any such lien. The Contractor agrees to indemnify APT against all lien claims and bond claims, including expenses, costs of bonds to remove liens, and attorneys’ fees related to such claims, which may be asserted by mechanics, material-men, suppliers, or subcontractors of the Contractor or anyone claiming as one of them. The Contractor also agrees that if liens are placed on the work or the premises on which the work is performed or materials furnished, it will immediately obtain such bond that is necessary to remove such lien. If bond claims and/or lien claims are filed by any subcontractors, material-men, suppliers or mechanics of the Contractor, the Company may suspend payments to the Contractor and either withhold money due the Contractor or make payments to the claimants and charge the payments against the Contractor.
- C. THE CONTRACTOR’S OBLIGATION TO INDEMNIFY AGAINST ANY ATTORNEYS’ FEES OR OTHER COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS OR CAUSES OF ACTION SHALL BE CONSTRUED AS A SEPARATE ITEM OF INDEMNIFICATION THAT SHALL BE AN ABSOLUTE OBLIGATION OF THE CONTRACTOR EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARE INVALID OR GROUNDLESS, OR ARISE FROM THE SOLE OR PARTIAL NEGLIGENCE OF ANY INDEMNITEE.
- D. Contractor must have a current certificate of insurance listing the state required minimum coverage for workers compensation and at least \$1,000,000 for liability coverage. Failure to do so may, in APT’s sole discretion, result in nonpayment.
- E. Subcontractor agrees to maintain during the term of this Agreement, at its expense:

| Insurance Table   |  |  |  |
|---|--|--|--|
| Insurance Coverage  | Additional Insured   | Waiver of Subrogation  | Coverage Limits  |
| <b>Worker’s Compensation:</b><br>Includes the employer’s liability insurance.   |  | Required, includes a Waiver of Subrogation in favor of Advanced Power Technologies LLC. and the owner, except where state law prohibits. Attach a copy of the Waiver of Subrogation. | \$1,000,000.00 E.L. Each Accident<br>\$1,000,000.00 E.L. Disease Each Employee<br>\$1,000,000.00 E.L. Disease Each Policy Limit  |
| <b>General Liability:</b> Policy is primary and non-contributory as respects to other insurance coverage carried by owner and other indemnities as required by contract. Aggregate Limit applies per project. The Contractual liability coverage contains no restrictions for assumption of the others sole negligence, or deletion of coverage for contractual liability. Coverage | Required, the owner and other indemnities as required by contract are named as additional insured utilizing endorsement extending coverage to products and completed operations. Attach a copy of the additional insured endorsement | Required, includes a Waiver of Subrogation in favor of Advanced Power Technologies LLC. and the owner. Attach a copy of the Waiver of Subrogation.                                   | \$1,000,000.00; covering bodily injury (including death), personal injury and property damage, per occurrence.<br>\$1,000,000.00; coverage for products and completed operations aggregate.<br>\$1,000,000.00; general aggregate<br>\$10,000.00 medical payments |



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|  |   |   |  |
|--|---|---|--|
| does not have punitive damages exclusion.  | being used for the certificate for review.  |   |  |
| <b>Automobile Liability:</b> covering bodily injury (including death) and property damage. The coverages within the Automobile Liability Section should include Any Auto, Hired Autos and Non-Owned Autos. | Required, Advanced Power Technologies, LLC, owner and other indemnities are named as additional insured as required by contract. Attach a copy of the additional insured endorsement being used for the certificate for review. | Required, includes a Waiver of Subrogation provided in favor of Advanced Power Technologies LLC, and the owner. Attach a copy of the Waiver of Subrogation. | \$1,000,000.00 Combined Single Limit (Each Accident) |

Advanced Power Technologies LLC, may require other types of insurance (for example, property coverage). If so, we will specify the type and minimum limits required, Subcontractor agrees to 1) name Advanced Power Technologies LLC, as an additional insured on each insurance policy and 2) assures that the insurer provides one month's written notice of any change in, or cancellation of, the insurance. Subcontractor will provide insurance certificates reflecting the above. Work shall not commence until this Agreement and evidence of insurance coverage as outlined above has been received and approved by Advanced Power Technologies LLC, nor will payment(s) be rendered for invoices until these documents have been received and approved by Advanced Power Technologies LLC. Failure to provide the certificates may be deemed a material breach of this Agreement by Advanced Power Technologies. All insures must be "A" rated or better.

16. **LEGAL ACTION:** In the event of any litigation between APT and Contractor to enforce the provisions of this Agreement or any Service Request Order or any right of either party thereto, the prevailing party in such litigation shall be entitled to receive from the other party an award of all costs and expenses, including reasonable attorney's fees, and all legal expenses incurred in connection with the preparation, execution, protection, enforcement and collection thereof. Costs and expenses shall include but not be limited to the prevailing party's reasonable attorney's fees and legal expenses, including reasonable attorney's fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. The relationship between APT and the Contractor, as well as the terms of this Agreement and any Service Request Order shall be interpreted under the laws of the State of Florida. Jurisdiction and venue for any legal actions arising out of the relationship between APT and the Contractor or this Agreement or any Service Request Order shall be in Broward County, Florida. To the fullest extent permitted by law, Contractor waives any amount in controversy requirement under section 685.101, Florida Statutes, and acknowledges that the transactions encompassed herein bear a substantial or reasonable relation to Florida.
17. **TAXES:** Required Sales Tax, Use Tax, or any other applicable tax shall be included in the contract dollar amount and paid by the Contractor. APT will only pay taxes to the Contractor as specified in the approved Service Request Order amount. Sales tax must be included in the price for all NTE amounts, quotes, and verbal estimates.
18. **ASSIGNMENT:** Neither this Agreement, nor Service Request Order, nor any portions or work thereunder, shall be assigned by the Contractor or anyone else for the performance of the work or the collection of the proceeds without the express written consent of APT. **NOR SHALL THIS AGREEMENT OR ANY SERVICE REQUEST ORDER OR ITS PROCEEDS BE ASSIGNED AS COLLATERAL TO ANY BANK OR OTHER LENDER.** Any attempt to assign this Agreement or any Service Request Order either for performance, collection, or collateral without the express written consent of APT, shall operate as an instant forfeiture and repudiation thereof by the Contractor and the rights of the parties shall, in the event, be determined in the same manner as if the Contractor then and there failed and refused to continue to perform. Any attempt by the Contractor to subcontract or assign this Agreement or any Service Request Order without the express written consent of APT, shall constitute a Default as described herein.
19. **INVOICES:** All APT Service Request Orders must be completely filled out by Contractor to include arrival time, departure time, date, technician's name, and the manager's signature and printed name, for each trip. Under no circumstances will an invoice be paid by APT without having first received a completed, signed Service Request Order. It is the responsibility of the Contractor to ensure that all Service Request Orders are properly and completely filled out. Any additional customer requirements, as stated on any Service Request Order, must be completed, including, without limitation, store stamp, kiosk receipts, photographs showing the jobsite prior to and after completion of job, additional completion forms, and survey forms. Contractor must provide an itemized list for labor, travel, materials, tax, and a detailed description of work including delays and extenuating circumstances in order to justify labor hours charged. For invoices received within five (5) days of completion of a Service Request Order, APT will make payment, subject to standard deductions and credits, within sixty (60) days. For invoices received after fifteen (15) days of completion of a Service Request Order, APT may, in its sole discretion, deduct from the payment a late fee of \$35.00 per invoice. APT will not be responsible for payment of any invoice received more than twenty (20) days after completion of the Service Request Order. Invoices submitted without the required documentation will not be considered received until all required documentation is submitted. No line item descriptions submitted on an invoice by the Contractor categorized as "miscellaneous," "miscellaneous materials," or the like will be accepted or paid by APT. The following must be included with Contractor's invoice:
  - A. An original APT Service Request Order. The Service Request Order must have a customer signature and/or store stamp (as required), a description of services performed and materials itemized;
  - B. Photos of completed work (night and day, if lighted, including service work), if requested. Photos of damage, **if applicable**;
  - C. Copy of APT Purchase Order with Contractor's signature;
  - D. Copy of all applicable permit(s) and inspection approvals;
  - E. All documents required by the scope of work as contained in the Service Request Order; and
  - F. Confirmations or log-in – log-out documents, as per customer requirements for customer's electronic/automated/telephonic systems, IVR, *i.e.*, Service Channel, Work Oasis, etc.

In the event that APT disputes any invoice submitted by Contractor due to Contractor's failure to provide some or all of the items listed above, in part or in whole, Contractor shall be charged a \$25.00 administrative fee. In the event that APT disputes any invoice submitted by Contractor, Contractor shall have two business days to





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respond, failure of which may result, at APT's sole discretion, in Contractor not being paid or being short paid, which includes paying the labor based on standard industry labor units.

Manufacturer's name and part number must be included on all quotes and invoices. No lift charges will be paid, unless prior written approval is received from APT. The invoice is to be submitted only upon job completion or if a request has been made by APT to close and bill the Service Request Order. APT will pay actual onsite and travel time in ¼ (.25) hour increments, with a maximum of one hour travel charge, per trip; no billing minimum, unless prior written approval is received from APT or otherwise set forth on an APT Contractor Specification Sheet or in an APT dispatch email to Contractor, in event which, the billing minimum shall include costs for travel.

Notwithstanding the foregoing, APT reserves the right to withhold payment in whole or in part without becoming liable to Contractor if, in APT's sole opinion, APT has reasonable grounds to believe that Contractor is or may be liable to APT or has or may default, or that liens, garnishments or attachment have or may be asserted or that there is defective Work. Such withholding will be to the extent and for so long as is reasonably necessary in APT's sole judgment.

20. **SAFETY:** Contractor will adhere to all legally mandated and all generally accepted A.P.I., OSHA, state and territorial laws, regulations and standards of safety and workmanship and to ensure site safety standards or job work rules in order to avoid injury to workers and others and damage to equipment, materials and property. Contractor must promptly notify APT in writing of any injuries by Fax by no later than the end of the shift during which the injury occurred.
21. **RESTRICTIVE COVENANTS:** During the term of this Agreement, and for three years following the termination of same, Contractor, on behalf of itself, its respective affiliates, subsidiaries, officers, directors, partners, employees, agents or representatives and, to the extent applicable, its successors and assigns agrees not to: (i) contact any customer that Contractor has performed work for on behalf of APT, except with specific consent of APT; (ii) induce any customer that Contractor has performed work for on behalf of APT or any contractor, subcontractor, or joint venture partner of APT to patronize any business that is in direct or indirect competition with APT; (iii) canvass, solicit or accept from any subcontractor, a customer that Contractor has performed work for on behalf of APT; or (iv) request or advise any individual or company that is a customer that Contractor has performed work for on behalf of APT or any contractor, subcontractor or joint venture partner of APT to withdraw, curtail or cancel any such customer's business with APT. Contractor acknowledges and agrees that, in the event of any breach of any provision in this paragraph, in addition to any other remedy to which APT may be entitled at law, in equity, or otherwise, Contractor shall forfeit any monies due it for any invoices that are outstanding at the time of the breach or that become due or payable thereafter. Moreover, all Service Request Orders for Contractor shall be deemed cancelled at the time of the breach, and Contractor shall not be entitled to any compensation for any work performed or materials provided. Additionally, any materials provided to the Contractor directly or indirectly by APT or APT's customer must be returned to APT or its designee at the Contractor's expense. Failure to return product on a timely basis may result, in APT's sole discretion, in chargebacks for excess materials. Each restrictive covenant set forth in this Agreement shall be construed as a covenant independent of any other covenant or provision of this Agreement or any other agreement which APT and the Contractor may have, and the existence of any claim or cause of action by the Contractor against APT, whether predicated upon another covenant or provision of the Agreement or otherwise, shall not constitute a defense to the enforcement by APT of this Agreement or any covenant herein.
22. **SEVERABILITY:** If any provision included in this Agreement or any Service Request Order is adjudged by a court to be invalid or unenforceable, that adjudication will in no way affect any other provision of the said section or any other part of this Agreement or any Service Request Order, the application of such provision in any other circumstances or the validity or enforceability of this Agreement or any Service Request Order. If any provision of the Restrictive Covenant terms and conditions herein, or any part thereof, is held to be unenforceable because of the duration of such provision or the geographic area covered thereby or the nature of the business activity covered thereby, the parties agree that the court making such determination shall reduce the duration, geographic area, and/or business coverage of such provision, and/or to delete specific words or phrases, and in its reduced form such provision will then be enforceable and will be enforced. Upon a breach of any provision of the Restrictive Covenants, APT shall be entitled to injunctive relief, because the remedy at law would be inadequate and insufficient. In addition, APT shall be entitled to all other damages as provided by law.
23. **INFORMATION:** In connection with Contractor's desire to work with APT on a number of projects (the "Work"), APT has furnished and is furnishing certain information regarding the business activities, operations, methods, customers, subcontractors, and joint venture partners of APT to Contractor. The term "Information" shall mean all information that APT has furnished and is furnishing to Contractor whether furnished before or after the date of this Agreement or any Service Request Order, whether tangible or intangible, and in whatever form or medium provided, as well as all Information generated by Contractor or its representatives that contains, reflects, or is derived from the furnished information.
24. **CONFIDENTIALITY:** In consideration of APT's disclosure to it of the Information, Contractor agrees that it will keep the Information secret and confidential and that the Information will not, without the prior written consent of APT, be disclosed by Contractor or by its officers, directors, partners, employees, agents, affiliates, subsidiaries, or representatives (collectively, "Representatives") in any manner whatsoever, in whole or in part, and shall not be used by Contractor or by its Representatives other than in connection with the Work. Moreover, Contractor agrees to transmit the Information only to such of its Representatives who need to know the Information for the sole purpose of assisting Contractor in performing the Work. Contractor shall inform any such Representative of these terms and conditions and will obtain, in writing, from any such Representative an agreement to be bound by the terms hereof as if a party hereto. In any event, Contractor shall be fully liable for any breach of this Agreement by its Representatives.
25. **RETURN OF INFORMATION:** Contractor agrees that, at the conclusion of the Work or within three (3) business days of APT's request, all copies of the Information in any form whatsoever, including, but not limited to, any reports, memoranda, or other materials prepared by Contractor (or at its direction) will be delivered by Contractor and its Representatives to APT.
26. **SUBPOENA:** In the event that Contractor or anyone to whom it supplies the Information receives a request to disclose all or any part of the Information under the terms of a subpoena or order issued by a court or by a governmental body, Contractor agrees:
  - A. To notify APT immediately of the existence, terms, and circumstances surrounding such request;
  - B. To consult with APT on the advisability of taking legally available steps to resist or narrow such request; and
  - C. If disclosure of such Information is required to prevent Contractor from being held in contempt or subject to other penalty, to furnish only such portion of the Information as, in the written opinion of counsel satisfactory to APT, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other



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reliable assurance that confidential treatment will be accorded to the disclosed Information.

27. **AMENDMENT AND MODIFICATION:** Neither this Agreement nor any Service Request Order between the parties can be amended, modified, or supplemented unless mutually agreed upon in writing, unless otherwise provided herein permitting APT to amend modify, or supplement provisions in APT's discretion. APT, in its sole discretion, may update the terms and conditions of this Agreement from time to time, as well as the Website Terms and Conditions.
28. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs and legal representatives.
29. **ENTIRE AGREEMENT:** This Agreement, and schedules and exhibits attached hereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof, except all prior confidentiality agreements between the parties are hereby ratified and confirmed and shall not be merged herein or otherwise affected.
30. **NOTICES:** Except as otherwise expressly provided herein, all notices and other communications shall have been duly given and shall be effective (a) when delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set forth below (provided the receipt thereof shall be confirmed in writing), (c) the day following the day on which the same has been delivered prepaid to a reputable overnight air courier service, (d) the fifth day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address as follows, or such other address as such party may specify by written notice to the other party hereto:  
Advanced Power Technologies, 1500 N. Powerline Rd., Pompano Beach, FL 33069

Attn: Devin Grandis

Fax # (954) 984-4400

Prior to commencing work, Contractor shall provide, in writing, to APT its address for notice. If Contractor fails to provide same, notice to Contractor shall be provided at the address that APT has on file for Contractor. Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided by giving notice. Any notice delivered personally shall be deemed to have been given on the date it is so delivered, and any notice delivered by registered or certified mail or by Federal Express shall be deemed to have been given on the date it is received.

31. **EVENT OF DEFAULT AND TERMINATION:**
- A. **Event of Default:** The occurrence of, but not limited to, any one of the following shall constitute an event of default by the Contractor ("Default") under this Agreement:
- B. **The Contractor, at any time, fails to supply a sufficient number of skilled workers or a sufficient quantity of quality materials;**
- C. **The Contractor fails in any respect to prosecute the Work covered by this Agreement or any Service Request Order with due diligence;**
- D. **The Contractor fails to perform work of the quality or caliber required by APT;**
- E. **The Contractor fails in the performance of any of the agreements including completion of all documentation required;**
- F. **The Contractor subcontracts, or attempts to subcontract, this Agreement or any Service Request Order, or any part thereof, without the express written consent of APT;**
- G. **The Contractor contacts APT's customer directly for any reason; or**
- H. **The Contractor fails to comply with any of the terms and conditions provided herein or any Service Request Order or the Website Terms and Conditions.**

Upon a Default, the Contractor shall not be entitled to receive any further payments under this Agreement or any Service Request Order, but shall nevertheless remain liable for any damages that APT may incur with respect to the Work.

- I. **Remedies upon Default:** Upon a Default, APT may, after forty-eight (48) hours prior written notice to Contractor, do any of the following:
1. APT and its employees or agents may enter the premises and take possession, for the purpose of completing the work to be completed under this Agreement or any Service Request Order in question, of all the materials, tools and equipment thereon, and to finish the work with either APT's own employees or other subcontractors;
  2. APT may obtain, purchase, or retain any such labor and materials necessary for completion of the work, and deduct the cost of doing such from any monies then due or thereafter to become due to the Contractor;
  3. APT may, in its sole discretion, terminate the services of the Contractor with respect to the work under this Agreement or any Service Request Order.

If the expenses incurred by APT in completing the Work shall exceed the unpaid balance, the Contractor shall be required to pay the difference of such amounts to APT, in addition to any other damages that may be incurred by APT as a result of Contractor's Default. APT shall credit Contractor's account with the value of the materials and supplies previously purchased by Contractor and used to remedy the Contractor's Default, however no credit shall be applied for the use or any rental of the Contractor's equipment. The Contractor hereby waives all claims against APT for any profits, rental for equipment or other damages related to the Contractor's Default hereunder, or under this Agreement or any Service Request Order.

32. **IRREPARABLE HARM, INJUNCTION, LEGAL EXPENSES:** Contractor acknowledges and agrees that, in the event of any breach of this Agreement, APT would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled in law or equity, APT shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement or any Service Request Order, and/or to compel specific performance thereunder, and that neither Contractor nor its Representatives will oppose the granting of such relief. Contractor also agrees to reimburse APT for all costs and expenses, including attorneys' fees, incurred by APT in attempting to enforce the obligations of Contractor or of its Representatives hereunder.



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In the event of any litigation between APT and Contractor to enforce the provisions of this Agreement or any Service Request Order, or any right of either party thereto, the prevailing party in such litigation shall be entitled to receive from the other party an award of all costs and expenses, including reasonable attorney’s fees, and all legal expenses, including reasonable attorney’s fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

- 33. **NO WAIVER:** No failure or delay by APT in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.
- 34. **AUTHORITY:** The parties executing this Agreement or any Service Request Order hereby represent and warrant that they have the authority to execute same on behalf of the corporation or partnership.
- 35. **REASONABLENESS:** Contractor acknowledges that the restrictions set forth herein are fair and reasonable and are necessary in order to protect the business of APT and the confidential nature of the Information. Contractor further acknowledges that any information disclosed by APT is unique to the business of APT and would not be revealed to Contractor were it not for its willingness to agree to the restrictions set forth herein.
- 36. **INCORPORATION BY REFERENCE:** Contractor acknowledges that the Website Terms and Conditions listed on APT’s website under “about us” at <http://www.advancedpowertech.com/terms-and-conditions/> are hereby expressly incorporated by reference into this Agreement, as well as into any Service Request Order and Purchase Order between APT and Contractor, and Contractor agrees to be bound by the Website Terms and Conditions, in addition to any other terms and conditions contained in this Agreement or any Service Request Order between APT and Contractor. To the extent there is any contradiction between the Website Terms and Conditions and this Agreement, the Website Terms and Conditions shall control. The Contractor acknowledges that the Website Terms and Conditions may be updated from time to time, and that it is the Contractor’s duty to review the APT website for updated terms and conditions.
- 37. **EXECUTION BY COUNTERPART:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

[CONTRACTOR NAME] \_\_\_\_\_

By: \_\_\_\_\_

[Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

**ADVANCED POWER TECHNOLOGIES**

By: \_\_\_\_\_

[Signature]

Name: Devin Grandis

Title: President /CEO

Date: \_\_\_\_\_