

## Standard Terms and Conditions for Sale and Installation of Material Handling Equipment

### 1. Terms and Conditions

These terms and conditions apply to any sales from Excel Storage Products to Customer and any quotation or proposal by Excel Storage Products. Any different or additional terms in any documents from Customer are objected to and rejected, are deemed to materially alter these terms, and will not become part of any contract.

### 2. Purchase Price and Payment Terms

All proposal offers (pricing) are firm for 30 days after the date of the proposal, unless otherwise noted. All orders must be in writing and delivered to and accepted by Excel Storage Products, PO Box 407, Stroudsburg PA 18301-0407. All orders are subject to credit approval and terms determination by the financial department of Excel Storage Products to be considered accepted.

Payment for all material and goods purchased (the "Equipment"), as well as for freight and any installation or other services purchased, is due 30 days after date of Excel Storage Products invoice, or earlier if otherwise agreed. Excel Storage Products may submit periodic invoices for progress payments for the value of services performed or purchased and materials incorporated in the work or stored on site, less previous invoice amounts paid. Customer will pay a down payment of 25% on the total contract price within 10 business days after contract or purchase order date or (if earlier) notice to proceed with work. Down payment will be applied to final invoice. Interest payable on late payments will be one and one-half percent per month (or the maximum legal rate if less). Purchase Price as proposed is only valid with Excel Storage Products standard warranty.

### 3. Taxes

- Manufacture's gross receipts, excise, sales, use or similar tax levied on the transaction are not included in the prices of our proposals.
- Appropriate taxes will be added to the invoice unless a current tax-exempt or reseller's certificate has been received by Excel Storage Products before the project is invoiced. Customer will be solely responsible for payment directly to taxing authority or reimbursement to Excel Storage Products, when paid by Excel Storage Products, of all sales, use or similar taxes, and any duties or permits or any other fees imposed upon this transaction by any level of government whether due at the time of sale or later (excluding Excel Storage Products' income taxes).

### 4. Delivery; Force Majeure

- All prices are F.O.B. point of shipment, freight charges are not included unless otherwise noted and Customer will pay all freight expense. Customer must look to the carrier for reimbursement for any damages or shortages that occur in transit. In general, orders are shipped on over-the-road flatbed trailers or closed van and the job site must be able to accommodate these types of trailers and the attending unloading parameters. Shipments by enclosed van, containers, piggyback trailers, etc. may necessitate additional dunnage and packaging, and if the Equipment can be loaded and secured properly in these transportation modes the shipment will be quoted at additional cost. Quoted lead times are approximate and subject to change at any time until order is placed by Customer and accepted by Excel Storage Products. Shipping, delivery and installation dates stated are approximate. If shipment is postponed at Customer's request, invoicing to and payment will be made by Customer as though shipment had been made on schedule. If Customer delays Excel Storage Products' work or shipment, Customer will pay any expenses incurred by Excel Storage Products due to such delay, including but not limited to costs of storing and maintaining all materials purchased hereunder (the "Equipment") and incidental labor costs. Schedule will be deferred accordingly.
- Excel Storage Products will not be liable for any delay in performing or for partial or complete failure to perform hereunder if such delay or failure is due to fire, flood, explosion, Act of God, Force Majeure, accident, war, intervention of governmental authorities, strikes, labor disputes, material shortages, transportation delays, any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, or any other cause similar or dissimilar which is beyond Excel Storage Products' reasonable control.
- Estimated Freight Charges are based upon standard delivery schedules for truckload or LTL shipments. Expedited, guaranteed, or other designations outside of standard delivery schedules will be at higher cost—contact Excel Customer Service for pricing.

### 5. Change Orders

- Customer and/or Excel Storage Products may agree at any time to make additions, deletions or revisions in the Equipment or services to be provided, and Excel Storage Products shall not be obligated to make any such change without a formal purchase order amendment and/or an execution of a written change order signed on behalf of Excel Storage Products by the Site Engineer or authorized representative. If Excel Storage Products commences work to implement a change order at Customer's request before price and time adjustments are agreed to in writing, it shall be entitled to fair compensation including profit and appropriate extensions to schedule.
- If changes in the work, conditions not reasonably foreseeable, Force Majeure events described above, or any act or omission of Customer, its agents or employees or any party retained by, through or under any of them, cause an increase in the cost or time required for performance, the Purchase Price and schedule shall be equitably adjusted.

### 6. Acceptance

The Equipment will be deemed accepted by Customer upon the earlier of (i) written acceptance, (ii) if Excel Storage Products is not installing the Equipment, then upon delivery, unless Customer shall have notified Excel Storage Products in writing of deficiency in the Equipment, or (iii) if Excel Storage Products is installing the Equipment, then upon Excel Storage Products notice that it has substantially completed installation, or upon delivery if installation is delayed by causes other than Excel Storage Products, or (iv) commencement of beneficial use of the Equipment. Upon such acceptance, payment of any unpaid balance of the purchase price will be due. Payment in full shall also constitute acceptance and waiver of all claims other than claims relating to warranty or liens

### 7. Confidential Engineering Data

- The drawings and specifications of any Excel Storage Products proposal or any quotation are confidential engineering data, and represent Excel Storage Products investment in engineering skill and development and remain the property of Excel Storage Products. All confidential information will not be disclosed or used by Customer or its successors or assigns in any manner other than in using the work contemplated by this Agreement. If Excel Storage Product's drawings are to be used as collateral data, for the purpose of quoting a customer, the Excel Storage Products company name and title block must remain prominent on drawings provided.
- All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering. Weights are approximate. Purchased materials and components referred to by trade-names or by manufacturer may be interchanged at the option of Excel Storage Products with other materials and components of at least equal quality and value. After an order from Customer is received by Excel Storage Products, Excel Storage Products will submit layout drawings, if required, to Customer who will check and verify them in the field in writing with reasonable promptness.
- All molds, dies, tools, special fixtures, jigs, patterns, plates and models used by Excel Storage Products in manufacture or installation are and remain the property of Excel Storage Products.

**8. Industry Specifications, Quoted Capacities, Disclaimer and Colors**

- a. Excel Storage Products manufactured components meet the latest RMI specification. Local building codes are the responsibility of the Customer, and will be designed to only if specifically requested and annotated in our proposals. If stamped engineering drawings and calculations are required, Excel Storage Products must be notified and these will be line-item priced in our proposal.
- b. The capacities in our proposal meet the loading conditions using the specified load and rack configuration shown on the input data sheets. If the rack configuration changes, the pricing and component capacities must be reviewed and revised accordingly. Component capacities are based upon Excel Storage Products standard published capacity tables, which may not be applicable for Engineered Systems/Products and specific seismic zones.
- c. If Excel Storage Products is asked to propose products per a supplied bill of materials without any engineering or design review (all being provided by the customer), Excel Storage Products takes no responsibility for the engineering concept, structural calculations, or use of the product outside of our standard published product capacities. Adherence to all product use criteria, proper counts, and so forth are the responsibility of the customer.
- d. Excel Storage Products standard colors are noted per our Product Color Chart as follows:

**Rack frames, beams and accessories:** Vista Green, Ultra Orange, Light Gray, Light Blue (Brookings plant only), Safety Yellow. Some accessories are provided in galvanized finish. All rack components can be furnished in galvanized finish for additional cost.

**Mezzanines and accessories:** Light Gray with Safety Yellow handrails and gates. All mezzanine components can be furnished in galvanized finish for additional cost.

Additional Colors as listed on our Product Color Chart are available, but may have additional costs and/or additional lead times. Special colors or finishes not on this list may be available and will be at additional cost, additional lead times and minimum quantity considerations.

**9. Warranty**

- a. Warranty periods. Warranty period shall start from the earlier of (i) written acceptance, (ii) if Excel Storage Products is not installing the Equipment, then upon shipment, (iii) if Excel Storage Products is installing the Equipment, then upon Excel Storage Products notice that it has substantially completed installation (or after delivery if installation is delayed by causes other than Excel Storage Products), or (iv) commencement of beneficial use of the Equipment. Excel Storage Products warrants that from the start of warranty period and for the following 24 months, the Equipment will be free from defects in workmanship and materials (excluding paint) if properly used and maintained by Customer.
- b. The warranty will not apply to the Equipment if, in the reasonable judgment of Excel Storage Products, it is altered or replaced by non-Excel Storage Products personnel, combined with non-Excel Storage Products equipment, or subjected to misuse (such as, but not limited to, overloading, exposure to corrosive or abrasive substances or abnormal dampness), neglect, accident, inadequate maintenance, or a use not in accord with instructions furnished by Excel Storage Products, and the warranty will not apply to any part of the Equipment which has been furnished by Customer. (The warranty applicable to components purchased by Excel Storage Products will be limited to the warranty given by Excel Storage Products supplier in each instance, and will not exceed the warranty stated herein.)
- c. During the applicable warranty period, Excel Storage Products will repair or replace any defective parts covered under the warranty, only if Excel Storage Products is given written notice specifying the particular defect within 10 days after the date that such defects were discovered or should have been discovered (and in any event not more than 30 days after the last day of the warranty period stated above), and Excel Storage Products examination confirms the claim to its satisfaction. Warranty service is provided only on a return basis to Excel's point of origin. Return freight to Excel Storage Products must be paid by Customer; delivery of repair or replacement parts will be paid by Excel Storage Products. No Equipment or component may be returned to Excel Storage Products without prior return authorization, and the return package must prominently bear a Return Authorization Number provided by Excel Storage Products, or the return may be refused and returned by Excel Storage Products. All cost of removal and installation or reinstallation of parts, whether or not defective, including installation of replacement parts furnished by Excel Storage Products, will be paid for by Customer. Repaired or replaced parts are individually warranted only for the balance of the agreed upon warranty.
- d. This warranty does not cover preventive maintenance, normal wear and tear, or inspection; these services may be provided as part of a separate maintenance contract or on a fee basis.
- e. Excel Storage Products reserves the right to make changes in its own equipment and designs at any time, without incurring any obligation to make the same or similar changes to Equipment sold to Customer.

**10. DISCLAIMER OF OTHER WARRANTIES.**

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER MUST GIVE WRITTEN NOTICE TO EXCEL STORAGE PRODUCTS OF ANY DEFECTS WITHIN 10 DAYS FROM THE DATE THAT SUCH DEFECTS WERE DISCOVERED OR SHOULD HAVE BEEN DISCOVERED AND IN ANY EVENT WITHIN 30 DAYS AFTER THE LAST DAY OF THE APPLICABLE WARRANTY PERIOD. FAILURE BY CUSTOMER TO GIVE SUCH WRITTEN NOTICE TO EXCEL STORAGE PRODUCTS OF DEFECTS WILL CONSTITUTE A WAIVER BY CUSTOMER OF ALL CLAIMS OR WARRANTY REMEDIES FOR SAID DEFECTS.

**11. LIMITATION OF LIABILITY**

CUSTOMER AGREES THAT IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF LEGAL ACTION OR THE THEORY OF RECOVERY, WILL EXCEL STORAGE PRODUCTS OR ITS SUBCONTRACTORS OR AFFILIATES BE LIABLE FOR (I) CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CLIENTS FOR SUCH DAMAGES, NOR (II) ANY LOSSES OR DAMAGES UNDER ANY CLAIM OF ANY KIND IN EXCESS OF THE PURCHASE PRICE ACTUALLY PAID TO EXCEL STORAGE PRODUCTS FOR THE EQUIPMENT WHICH GIVES RISE TO THE CLAIM, NOR (III) THE PHRASE "TIME IS OF THE ESSENCE" WITH RESPECT TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL SUCH LIABILITY WILL TERMINATE THREE (3) YEARS AFTER SUBSTANTIAL COMPLETION OF WORK UNDER THIS AGREEMENT.

**12. Risk of Loss; Insurance Coverage**

If the Equipment is to be installed by Excel Storage Products, risk of loss passes to Customer when the Equipment is delivered to the site; otherwise, risk of loss passes to Customer upon delivery of any portion of the Equipment to a carrier for shipment. Customer agrees to maintain insurance, such as all risk builders insurance, covering equipment on site against loss by fire, theft or other hazard at least equal to the purchase price of the Equipment (and other work and materials on site) until the purchase price is completely paid, and to provide Excel Storage Products a certificate of insurance.

**13. Compliance With Government or Industry Codes**

As government and industry codes and standards may apply differently depending on Customer's use of the Equipment, compliance with government and industry codes and standards is Customer's responsibility.

**14. Equal Opportunity**

Excel Storage Products does not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. Excel Storage Products complies with applicable legal requirements to hire veterans and the handicapped. Excel Storage Products complies with the Fair Labor Standards Act.

**15. Liens; Security Interests**

- a. Excel Storage Products will protect Customer against any lien asserted against Customer's property for materials or services furnished by others under contract with Excel Storage Products, provided that Customer makes the payments required under this Contract and provides Excel Storage Products timely notice of lien claims.
- b. Customer grants Excel Storage Products a security interest in any and all Equipment purchased hereunder, until the purchase price is fully paid, and upon request will sign a financing statement evidencing the security interest.

**16. Termination; Returns; Cancellation**

- a. If Customer or Excel Storage Products fails to comply or becomes disabled from complying with the terms of this Agreement in any material respect and such lack of compliance is not corrected within five business days after written request, then Excel Storage Products and Customer will meet to negotiate regarding modification of this Agreement. If no modification is agreed upon within three weeks after the notice referred to is received, or after such longer period as the parties may agree upon, then the party in compliance herewith and under no disability may terminate this Agreement upon notice.
- b. If Excel Storage Products agrees to permit Customer to return Equipment purchased, Customer will pay a minimum 25% restocking fee for returned Equipment. All Equipment returned will be inspected for merchantability by Excel Storage Products. Customer will be charged for any Equipment, or repairs if available, deemed not merchantable at full contracted price. If Customer cancels or repudiates this Agreement in whole or in part except as permitted hereunder, Excel Storage Products shall, in addition to those remedies provided under applicable law including but not limited to the Uniform Commercial Code, be entitled to recover from Customer (1) the portion of the purchase price chargeable for work completed in manufacturing or installing the Equipment as of the date of termination (2) any direct liabilities, obligations, damages, and/or claims incurred by Excel Storage Products in performing under this Agreement and (3) gross profit on the terminated portion of the order, equal to not less than fifteen percent (15%) of the unpaid portion of the purchase price.
- c. Any Equipment, Service or System, deemed "not standard" by Excel Storage Products, cannot be returned and must be paid for in full. This applies to items and systems manufactured or purchased by Excel Storage Products.
- d. Nothing herein shall be construed to waive, limit or otherwise deprive Excel Storage Products of any remedy available at law or in equity for Customer's cancellation or repudiation of this Agreement.
- e. Customer shall not have the right to reject specified, approved and delivered equipment unless that equipment is proven defective.
- f. Excel Storage Products reserves the sole right to determine the amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured, Excel Storage Products goods may be considered for return and credit.
- g. No equipment or component may be returned to Excel Storage Products without prior return authorization, and the return package must prominently bear a Return Authorization Number provided by Excel Storage Products, or the return may be refused or returned by Excel Storage Products.

**17. Costs of Collection; Indemnification**

- a. In the event Customer shall default in its obligations hereunder, Customer shall be liable for Excel Storage Products costs of collection, including reasonable attorneys' fees, whether or not suit is actually filed.
- b. Certain liabilities are allocated to Customer as follows: Customer agrees to indemnify, defend and hold harmless Excel Storage Products, its affiliates, successors and assigns from and against any liabilities, claims, demands, damages, losses and expenses (including attorneys fees) arising from any act or omission of Customer or its employees or agents or any party under Customer's direction or anyone acting on behalf of Customer; this includes (without limitation) personal injury or death to any person (whether an employee of Customer or any other person) and damage to any property. Excel Storage Products does not indemnify Customer.

**18. General; Assignment; Entire Agreement; Waiver; Interpretation.**

- a. Customer may not assign in whole or in part without written consent of Excel Storage Products. Excel Storage Products may assign its rights and/or obligations hereunder.
- b. Customer acknowledges that these terms and conditions, and Excel Storage Products proposal if any, constitute the entire agreement between Excel Storage Products and Customer and supersede any prior agreements and representations. Customer acknowledges and agrees that any prior or contemporaneous promises, agreements, or representations, whether oral or written, or created through custom, usage, or course of dealing are also superseded by these terms and conditions. No waiver of any of these terms and conditions will be valid unless in writing and signed by an authorized representative of Excel Storage Products. Waiver of any breach or default will not be deemed a waiver of any subsequent breach or default. Delivery of these terms and conditions constitutes either an offer or an acceptance by Excel Storage Products. If these terms and conditions constitute an offer by Excel Storage Products, Customer's acceptance shall be limited to these terms and conditions. If Customer has made an offer and if these terms contain different or additional terms or conditions than the terms or conditions of Customer's offer, then any acceptance of Customer's offer by Excel Storage Products is expressly made conditional on assent by Customer to the additional or different terms or conditions hereof. Customer shall be bound by these terms and conditions. Any terms and conditions which are not enforceable are deemed severed only to the extent of such non-enforceability.

**19. Notice**

Notice under this Agreement will be deemed given (i) when sent by fax with electronic confirmation of receipt, or (ii) one business day after being sent by reliable overnight courier, or (iii) three business days after being placed in a postage prepaid envelope, registered or certified mail, and deposited with the U.S. Post office, properly addressed.

**20. Governing Law and Arbitration**

- a. This Agreement and any dispute related directly or indirectly to this Agreement ("Dispute") will be governed by the law of the jurisdiction in which the Equipment is to be installed if the Equipment is to be installed by Excel Storage Products, and otherwise by the law of the State of Pennsylvania.
- b. If any Dispute is not resolved in the ordinary course of business, the Dispute will be resolved exclusively as provided in this section, and either party may by written notice demand dispute resolution. The notice, and a response required within three weeks, shall state each party's position and the reasons supporting it.
- c. Senior executives of all parties will meet at least once within six weeks after the notice. Upon request of either party, the negotiation shall be presided over by a third-party mediator pursuant to the Center for Public Resources Institute for Dispute Resolution ("CPR") Model Procedure for Mediation of Business Disputes, and the neutral mediator will be from the CPR Panel of neutrals (or successor). The parties will attempt to resolve in good faith.
- d. If the executives are unable to resolve the Dispute within nine weeks after the notice of Dispute, arbitration may be commenced by either party. The then-current CPR Non-Administered Arbitration Rules will govern, there will be one arbitrator, and the place of arbitration will be metropolitan Stroudsburg, PA. Each party is limited to two days of evidence and three live witnesses. The arbitrator's decision will be final and binding. Each party must bear its own costs of the dispute resolution and the parties must bear equally the costs of any arbitrator or mediator.

**STANDARD TERMS AND CONDITIONS FOR INSTALLATION****1. Terms and Conditions**

These terms and conditions apply to any installation services provided by Excel Storage Products to Customer and any related quotation or proposal by Excel Storage Products. Unless agreed to in writing by a properly designated person at Excel Storage Products, any different or additional terms in any documents from Customer are objected to and rejected, are deemed to materially alter these terms, and will not become part of any contract.

**Unless otherwise noted and priced as a separate line item, installation is not included in our proposals.**

**2. Installation; Customer Responsibilities**

Customer agrees to prepare site and provide utilities and other support as reasonably required by Excel Storage Products for installation and testing, and to perform the following:

- a. **Floor.** Floor shall be concrete or other sound material acceptable to Excel Storage Products and shall be flat and even (less than 1/4" elevation variation over ten linear feet in any direction). Any costs incurred for drilling anchor holes as a result of interference with reinforcing rods, mesh or other materials due to hard anchor receiving materials shall be reimbursed by Customer. (Excel Storage Products is not responsible for the design of the floor slab and sub-soil system, nor assumes any responsibility for the design and/or adequacy of the floor system--slab, soil, etc--to support loads imposed by any and all components provided.)
- b. **Dry and Clean; Trash.** Maintain the site in a dry condition and free of obstructions or debris other than those caused by Excel Storage Products. Provide a trash container located not more than 100 feet from the installation area. Trash disposal services are the responsibility of the Customer. (Excel Storage Products will clean up debris it creates and deposit within the trash container provided, and broom-clean the work area.)
- c. **Utilities.** Provide water, light, electric current and wiring, compressed air and heat as may be required to install, test and operate Equipment. Provide a constant source of electrical supply, at least 100 feet of extension cord per power tool required, and adequate outlets within the 100 foot perimeter. Provide sanitary facilities and fire protection equipment.
- d. **Security and Storage.** Provide adequate and secure covered storage facilities for Excel Storage Products tools and equipment immediately adjacent to construction area, as well as for material shipped to site before or during installation. Provide a security fence restricting access to site. If reasonably required, employ a security guard. Provide first aid equipment required by OSHA.
- e. **Free and clear access; unloading.** Provide sufficient and safe unloading area with ground level access point (ramp as alternative into the building area able to be negotiated safely by lift equipment). Provide sufficient lay-down, staging and assembly areas immediately adjacent to construction area. Provide sufficient free and clear access roads, deck areas and aisles. Provide lift equipment on a continuous basis throughout the installation time for lifting and transporting the Equipment.
- f. **Permits.** Apply for and obtain prior to commencement of installation by Excel Storage Products all building, erection or related permits, licenses, inspections and surveys necessary for installation of Equipment in accordance with all regulations.
- g. **Coordination.** Coordinate the activities of Customer subcontractors with Excel Storage Products to prevent interference with Excel Storage Products work. Excel Storage Products requests a single point of contact be appointed to represent the Customer for the duration of the project.

If any of Customer's responsibilities are not satisfied, then Excel Storage Products may in its discretion have the installation crew, at the expense of Customer, perform any work appropriate to meet the required conditions, or may alternatively halt and delay the work and may have the crew leave the site and return when conditions are satisfied. All extra costs including demurrage charges incurred by Excel Storage Products as a result shall be paid by Customer.

**3. Commissioning and Testing**

Excel Storage Products will commission the Equipment by performing all final adjustments and testing of the installed Equipment required to establish that the Equipment performs in accordance with the terms of the Proposal. Upon notice that the commissioning has been completed, Customer may conduct testing prior to accepting the system, but only with Excel's designated representative present. Customer will promptly notify Excel Storage Products in writing of any deficiency in the Equipment's performance relative to the Proposal. Customer will not use the Equipment prior to acceptance.

**4. Partial Utilization**

Customer may use finished parts of the Equipment before substantial completion of the entire Equipment, only if Customer and Excel Storage Products agree in writing that it is a separately functioning and usable part of the Equipment that can be used by Customer without significant interference with Excel Storage Products performance with the remainder of the installation. If Customer desires to use any such part of the Equipment, Customer shall submit a written request to Excel Storage Products describing the proposed use and certifying that in Customer's opinion such part of the Equipment is substantially complete and can be used without significant interference; Customer will not make such partial usage without Excel Storage Products written consent. Such partial usage will constitute acceptance of such portion of the Equipment.

**5. Insurance**

- a. Excel Storage Products carries prudent levels of general liability, automobile liability and workers compensation insurance. Customer carries prudent levels of general liability, automobile liability and workers compensation insurance. Customer will name Excel Storage Products as additional insured on liability policies and, upon request, provide a certificate of insurance.
- b. Each party retains the right to be represented, at its sole option and expense, by attorneys of its own selection in connection with any claims or legal proceedings covered hereunder. The exercise of this right to select its own attorneys will not detract from the other party's obligation to procure insurance.

**6. Price**

Any proposal price is based on utilizing local non-union labor, working an eight hour shift Monday through Friday. Unless otherwise stated in a final proposal by Excel Storage Products, none of the following have been included in the purchase price: (a) wages for overtime or holiday work, (b) extra expenses due to importing labor, (c) wages due to overtime demanded by a labor union as a condition of employment, (d) increases in union wage rates at the time of installation above such rates in effect as of the date of the contract between Customer and Excel Storage Products, (e) rack wipe-down. If Excel Storage Products experiences increases in costs thereby, Customer will reimburse Excel Storage Products for the amount of such increase in cost plus fifteen percent (15%) of such amount to provide for additional insurance, taxes, handling, profit and miscellaneous charges.