

GENERAL CONDITIONS: The Purchaser is responsible for obtaining all licenses, permits, inspections, certifications and approvals of any work necessary for the successful completion of the project. All fees or costs arising from installation by others, permits, inspections, certifications, or approvals are the responsibility of the Purchaser. Anvil Works LLC or its subcontractors may assist the Purchaser in obtaining licenses, permits, inspections, certifications and approvals, but the Purchaser remains solely responsible for their sufficiency and applicability to the project's requirements.

Any cooperation with other contractors, property owners, agencies, individuals or entities controlling or having jurisdiction or influence over the project, its circumstances or successful completion, will be specified by the Purchaser and be arranged in cooperation with Anvil Works LLC. This agreement is made with the express understanding that Anvil Works LLC and the Purchaser are the only parties to this Agreement, and that no other parties are authorized to specify, modify, cancel, receive completed projects, pay or accept payment, or make any other actions under the terms and conditions of this Agreement.

The Purchaser will provide Anvil Works LLC with unencumbered access to job sites or project locations for field measurements, design or documentation purposes at Anvil Works LLC's request. Anvil Works LLC retains the right to photograph and document the project and the project location, and retains the right to use the photographs and documentation for promotional purposes unless such use is expressly prohibited in writing by the Purchaser.

Under this Agreement, Anvil Works LLC transfers to the Purchaser only the physical object of the project and Anvil Works LLC retains all copyright and reproduction rights in it for any purpose and in all media except any copyright or reproduction rights specifically reserved by the Purchaser as work for hire under this Agreement. The Purchaser assumes liability for any patent or copyright infringement that may arise from the Purchaser's project specifications.

SPECIFICATIONS: All work will be executed and completed according to the designs, plans, drawings or other specifications provided by Anvil Works LLC and/or the Purchaser, attached to and made part of this agreement to the extent that they are clear and complete. All specifications and design details that are ambiguous or omitted will be left to the interpretation and discretion of Anvil Works LLC. Anvil Works LLC is not responsible for any engineering or structural flaws, design flaws or any other errors of omission or commission in the Purchaser's specifications. It is understood by both parties that all matching of swatches and samples must be approximate, and should fairly represent the swatch or sample to common and reasonable extents. All work will be completed in a workmanlike manner and in accordance with standard practice. Should a discrepancy arise between the actual project conditions and the specifications provided by the Purchaser, Anvil Works LLC will propose appropriate project alterations to the Purchaser subject to additional charges for design or modification.

MODIFICATIONS: Any changes, alterations, additions or other modifications to the specifications subsequent to the execution of this Agreement shall be made in writing by the Purchaser and signed by an authorized representative of Anvil Works LLC and the Purchaser. The specifications in this Agreement are not subject to verbal changes or modifications. The cost differences created by any additional or unnecessary work shall be determined by Anvil Works LLC and added to or subtracted from the price of the project. Any changes, alterations, additions or other modifications by the Purchaser subsequent to the execution of this Agreement shall be subject to a minimum charge of \$100.00 plus any additional charges as determined by Anvil Works LLC. Any modifications resulting in additional costs of \$400.00 or more will be due upon acceptance of the change by Anvil Works LLC.

COSTS AND PAYMENT: The total project cost includes West Virginia sales tax if applicable and any applicable payment method fees. The project price includes an initial design and cost estimation fee (Design Fee), paid by the Purchaser to initiate this Project Agreement. If additional or modified design work or estimates or samples are requested by the Purchaser, additional costs will be added to the Design Fee at \$75.00/hr plus the cost of materials for the production of samples. If the Purchaser does not accept the designs, plans, drawings, samples, estimates or other materials prepared or assembled by Anvil Works LLC under this Agreement, the total Design Fee will be retained by Anvil Works LLC, without refund to the Purchaser.

The project price is based on cost and conditions existing on the date of this agreement. In the event of substantial changes in costs or conditions during the completion of the project, the project price is subject to change by Anvil Works LLC. If such changes result in a price increase, Anvil Works LLC will give the Purchaser immediate written notice with documentation of changes in cost or conditions and a revised payment schedule.

Payments shall be made to Anvil Works LLC by the Purchaser according to the payment schedule, unless an alternate payment schedule is agreed upon in writing. Payment will be made in accordance with the payment schedule then in effect. Unpaid balances shall be subject to additional charges after 30 days at 2% interest per month, plus collection and attorney fees, if any.

CANCELLATION: This Agreement is subject to written cancellation by the Purchaser. If the cancellation notice is received within three business days of the date of execution of the agreement, Anvil Works LLC will promptly refund any advance payments made by the Purchaser without additional charges except initial design and cost estimation fees described above. This Agreement proposes a custom project with materials and fabrication unique to the specifications. Once work on the project has commenced, all payments received are non-refundable and the Purchaser shall be liable for any additional project costs to Anvil Works LLC including commensurate labor up to the date a cancellation notice is received. Upon cancellation, the Purchaser unconditionally transfers to Anvil Works LLC all ownership interest in the project.

COMPLETION: Projects will be initiated in order of receipt of signed Agreement and advance payment. Dates of completion for any project, if noted, are approximate and do not form a material part of this agreement. It is understood by both parties that unforeseen delays may occur due to contingencies beyond the control of Anvil Works LLC. Anvil Works LLC will take all reasonable measures necessary to complete projects in a timely manner. If necessary, priority completion or a guaranteed completion date may be available at the discretion of Anvil Works LLC and may be subject to an additional "Rush Order" charge.

DELIVERY AND RELEASE: Pick-Up and delivery by commercial or other carriers, including wrapping, packing or crating, will be the responsibility of the Purchaser unless otherwise specified in this Agreement. Anvil Works LLC warrants that completed projects are free of defects of faulty workmanship to withstand ordinary strains of packing, handling and transportation, but accepts no liability for goods inadequately packed or damaged in transportation by others.

Completed projects will be released after payment-in-full and only to the Purchaser of record according to the agreed pick-up or delivery specifications unless alternate arrangements and charges are agreed in writing. If the agreed delivery specifications result in a failed delivery attempt, re-delivery may be subject to additional charges.

Anvil Works LLC assumes no responsibility to search for a Purchaser who cannot be reached at the address of record in this Agreement. If reasonable efforts to release a completed project to the Purchaser fail within six months, then in consideration for storage, safeguarding and related efforts, the Purchaser shall be deemed to have terminated this agreement and transferred all ownership interest in the completed project to Anvil Works LLC.

BREACH BY PURCHASER: Upon a breach by the Purchaser, Anvil Works LLC will have the right to pursue all remedies available at law until it is made whole. In the event that Anvil Works LLC will institute any litigation against the Purchaser due to the breach of any provision, the Purchaser hereby agrees to pay in addition to its other obligations set forth in this Agreement, all costs of such litigation and attorney's fees. No waiver of any breach of any conditions or covenants herein will be construed to be a waiver of any subsequent breach thereof or of the condition or covenant itself.

APPLICABLE LAW: This Agreement is binding upon the parties hereto, their executors and assigns and they covenant that this Agreement is the entire understanding between the parties. Conditions not specifically stated herein shall be governed by established trade customs and practices. The resolution of any and all disputes arising from or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia and original, exclusive jurisdiction to hear any complaint, demand, claim, proceeding or cause of action whatsoever arising from or in connection with this Agreement shall remain in Berkeley County, West Virginia as the location of the execution of this Agreement.

LEGAL NOTICES: Any written correspondences between the parties must be mailed certified return receipt requested to the other party for the notice to be deemed irrefutably received. All such correspondences must be mailed to the Purchaser at the address of record in this Agreement and to Anvil Works LLC, P.O. Box 1313, Hedgesville, WV 25427 USA.