



NAK Construction Services Terms and Conditions Apply to all NAK Contracts:

1. Pricing terms: Net 30. Payment is due within thirty (30) days of receipt of goods and NAK's submission of final invoice to Buyer (NET 30). Buyer agrees to remit payment within the terms specified on each invoice. Buyer agrees to pay all costs and expenses incurred by NAK in the collection of any late or past due amounts, including reasonable attorney's fees and expenses.
2. Pricing for labor associated with service, installation, or other work quoted by NAK is contingent upon uninterrupted, 24-hour day continuous work. Pricing for labor includes fire watch personnel and third-party safety training. Pricing and execution of work are contingent upon the availability of parts, manpower, and equipment, and NAK shall not be obligated to secure same until receipt and acknowledgment of a purchase order.
3. Buyer is responsible for all taxes on goods and/or services, as applicable.
4. Parts pricing is good for 5 days from the date of this quote. In the event Buyer delays acceptance of the quote/offer beyond the 5-day period of guaranteed pricing, NAK will generate an amended quote/offer upon Buyer's request or late acceptance.
5. Market Forces Equitable Adjustment: NAK shall make every effort to procure, manufacture, or otherwise deliver parts or other manufactured goods as offered. If, however, through no fault of NAK, the price of steel, materials, or purchased parts increases more than 5% from the date of the quote/offer, the parties hereby agree to an equitable adjustment of the price of said goods in an amount reasonably necessary to cover such significant price increase. NAK shall document such price increase through quotes, invoices, or receipts. Steel plate is subject to pricing on day of delivery from mill.
6. Installation pricing is good for 30 days from the date of this quote. In the event Buyer delays acceptance of a quote/offer beyond the 30-day period of guaranteed installation pricing, NAK will generate an amended quote/offer upon Buyer's request or late acceptance.
7. The issued purchase order must reference the quotation number on this proposal. All purchase orders and agreements are subject to NAK's written acknowledgment setting forth the order and obligations of NAK. Such acknowledgment will be integrated as the entire final agreement between the parties, superseding all prior communications; no subsequent modification will be binding unless acknowledged and agreed upon by NAK.
8. Delays caused by third-party activities (other contractors) will be charged on T&M.
9. When pricing includes costs of transportation, any increase in such costs effective after said pricing is quoted/offered by NAK shall be Buyer's responsibility, including any extra costs of substitute shipping or delivery methods, when the intended carrier, vehicle, or loading/unloading facilities become unavailable, shall also be Buyer's responsibility.