

DETAILING ADDENDUM
TERMS & CONDITIONS

All detailing services performed and related work-product generated by Vulcraft, including without limitation all Plans (as defined below), shall be provided to the named customer ("Customer") subject to the Terms & Conditions of this Detailing Addendum ("Terms"). No Project (as defined below) will be acceptable to, or accepted by, Vulcraft unless the same is subject to these Terms, which shall not be amended, revised or modified except in a written instrument that specifically references the intent to modify these Terms signed by an authorized representative of Vulcraft. No statements, acknowledgements, representations or assertions stated on any Customer-issued document shall have the effect of amending, revising or modifying these Terms.

1. **DEFINITIONS.** As used in these Terms, "Project" shall mean the detailing project for which Vulcraft is providing Plans, "Building" shall mean the building or structure that is the subject of the Project, "Plans" shall mean the shop drawings for steel fabrication produced by Vulcraft for the Project, and "Agreement" shall mean the Project contract or subcontract between Vulcraft and Customer, which shall be governed by these Terms.
2. **PLANS.** Vulcraft will furnish Customer with electronic copies of all Plans via email or cloud-based file-sharing site.
3. **SCOPE OF WORK.** Vulcraft's bid price includes a detailed scope of work and list of contract documents known by Vulcraft at the time of bid. Customer acknowledges that there are no other contract documents applicable to Vulcraft's provision of the Plans. Any change in the scope of work or contract document list must be accepted in writing by Vulcraft before work commences. Drawing standards required by Customer must be clearly defined before the bid due date. Any drawing standards received by Vulcraft after the bid due date may result in a change in contract price. Vulcraft will not be liable for work caused by others or for misleading and/or incorrect information contained in any documents related to the Project.
4. **DESIGN.** Vulcraft shall not be required to check design drawings, nor will Vulcraft be responsible for design unless explicitly stated in the Agreement. Vulcraft will, however, point out obvious errors as they are actually found per the *American Institute of Steel Construction Code of Standard Practices*. Vulcraft will not stamp drawings or designs over which Vulcraft is not in complete supervisory control. All connection design and review is the responsibility of the Engineer of Record.
5. **REQUESTS FOR INFORMATION.** Requests for Information ("RFI") may be required to allow detailing of a Project and/or items within a Project, which may affect cost and schedule. If excessive RFIs are needed, Vulcraft may charge additional fees (over and above the contract price) as determined by Vulcraft for such RFIs. Vulcraft follows the standards code outlined by the *National Institute of Steel Detailing* and the *American Institute of Steel Construction* regarding the return of RFIs and Approval drawings from Customer. Failure of Customer to return RFIs and Approval drawings per these standards will result in cost and schedule impacts at a cost to Customer.
6. **CHANGE ORDERS; CANCELLATION.** Design changes, additions, and/or deletions, and additional fees related thereto, will be negotiated at the time that they occur. A formal Change Order will be issued by Vulcraft outlining specific changes, costs and schedule impacts. A signed Change Order must be received by Vulcraft in order for work on such Change Order to start. No work will be done on any unsigned Change Orders. If the Project is canceled, Customer shall be assessed a cancellation fee determined by Vulcraft in its reasonable discretion.
7. **NON-APPROVED PLANS.** Plans approved by Vulcraft for fabrication shall be indicated by a clearly marked "Issued For Fabrication" on the Plans. Vulcraft assumes no liability for the correctness of Plans prior to approval, Customer shall bear the risk of using non-approved Plans for fabrication, and Vulcraft will not accept any back charges or claims related thereto.
8. **OWNERSHIP.** All Plans and other deliverables prepared by Vulcraft are and shall remain the sole property of Vulcraft and may be used only for the purpose originally intended. Any other use of the Plans shall not be permitted without express written agreement of Vulcraft and reasonable compensation for same.
9. **BACK-CHARGES.** Vulcraft's back-charge policy is per the standard code of the *National Institute of Steel Detailing* and the *American Institute of Steel Construction* and shall in no case exceed the actual detailing cost of the affected item. Each back-charge item shall be addressed within twenty-four (24) hours of occurrence and Vulcraft must participate in the solution and any other action necessary to correct any problems. Vulcraft will not accept a back-charge deviating in any way from the foregoing. Vulcraft will not accept any costs associated with any type of liquidated damages and will not accept a contract containing them, whether expressed or otherwise.
10. **WARRANTY; LIMITATION.** Vulcraft warrants that the Plans will be in accordance with (a) the agreed-upon Project documents and (b) the standards code of the *National Institute of Steel Detailing*. CUSTOMER'S EXCLUSIVE REMEDY, AND VULCRAFT'S SOLE OBLIGATION, RELATED TO SUCH WARRANTY SHALL BE LIMITED TO, AT VULCRAFT'S OPTION, VULCRAFT'S CORRECTION OR REPRODUCTION OF THE PLANS. **THE EXPRESS WARRANTY SET FORTH ABOVE IS SUBJECT TO THE LIMITATIONS SPECIFIED, AND THIS AGREEMENT EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** Any legal action or proceeding by Customer for breach of this Agreement must be commenced within six (6) months from date of delivery or the date the cause of action accrues, whichever is later. Any claims that have not been asserted by written notice within the designated periods of time are waived.
11. **REMEDIES.** IN NO EVENT SHALL VULCRAFT HAVE ANY LIABILITY TO PURCHASER, REGARDLESS OF LEGAL THEORY, FOR (A) ANY DAMAGES IN EXCESS OF THE FEES PAID FOR THE PLANS, OR (B) INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, including, but not limited to, loss of profits, loss of rents, loss or expense arising from any building or plant closing, construction or completion delays, labor or overhead expense, increased operating expense, increased insurance or maintenance expense, business interruption, damage or loss to inventory or any other property, or any other type of consequential, incidental, or special loss or damage whatsoever, whether claims for such damages or losses shall be based upon contract, warranty, tort, negligence, strict liability, or any other cause of action.
12. **BENEFIT.** Customer may not assign, transfer or delegate the Agreement or any interest or obligation herein. The Agreement shall bind and benefit only Vulcraft and Customer, shall not benefit any other persons or entities ("Third Parties"), and shall not be deemed to create any rights in favor of any Third Parties, whether or not referred to in the Agreement.
13. **SEVERABILITY.** If any provision of the Agreement is found to be invalid or unenforceable under applicable law, such provision shall be severable and the remaining provisions of the Agreement shall remain in full force and effect. The headings of the paragraphs of the Agreement are for convenience of reference and shall not limit or otherwise affect any provisions of the Agreement.