



ALLIED

FIRE & SAFETY EQUIPMENT CO., INC.

517 GREEN GROVE RD ~ PO BOX 607 ~ NEPTUNE, NJ 07754-0607
TEL 732-922-3399 ~ WWW.ALLIEDFIRESAFETY.COM ~ FAX 732-918-8668

January 22, 2016

Via: EMAIL/FAX/MAIL

Black Horse Pike Admin Bld
580 Erial Rd.
Blackwood, NJ 08012

FIRE PROTECTION SYSTEMS INSPECTION, SERVICE & REPAIR AGREEMENT SM-16032

Dear Joe:

Allied Fire & Safety Equip. Co., Inc. is pleased to provide you with this Inspection, Service & Repair Agreement. We hope you find our proposal both complete and competitive. All work will be performed as per code and applicable addition of NFPA. Upon completion of any Inspections a comprehensive report of the systems conditions will be prepared and forwarded directly to the Owner and Local Fire Official. Should any of your systems be deficient, a follow-up proposal will be sent to address the repairs necessary to bring your system back into compliance.

As a good faith effort to earn/retain your business, we have included a discount below where applicable.

DRY PIPE SPRINKLER SYSTEMS

Perform (1) annual inspections in accordance with NFPA-25, State of New Jersey & Local Codes and standard Insurance requirements. Perform a simulated trip test during each annual inspection with a full flow trip test every three years followed by draining of all low points. Reset interior of dry pipe valve, check pressure settings and operation of air compressor unit, drain low point drains. Conduct system main drain test, weather permitting. Check water flow detectors, tamper switches, alarm switches and audible alarm devices. Visually inspect all external components of system including control valves, drain valves, sprinkler heads and piping. Check and lubricate all fire department connections. Perform minor adjustments, as necessary.

NOTE - It is the Owner's responsibility to periodically drain all low point drains to avoid potential damage caused by freezing conditions. Due to several factors (such as the system tripping after our monthly maintenance) Allied Fire & Safety Equipment Co., Inc. cannot be held liable for freezing conditions even after this work is performed. Allied Fire & Safety Equipment Co., Inc. will not be held responsible for any damage as a result of freezing conditions due to improperly pitched pipe and/or lack of periodical draining.

System Type	Size	Price	Discount	Discount	Your Price
Dry Sprk System - Annual	4 to 6 "	\$550.00	0.0%	\$0.00	\$550.00 per system
					Scheduled for:

*** Commonly replaced parts such as gauges, fire department connection caps, lock & chains, signs, head boxes, wrenches, spare heads, etc.. will be replaced as needed at 20% below List Price plus Labor as per this Agreement.

BACKFLOW PREVENTION SYSTEMS

Perform annual inspections in accordance with BOCA, EPA, AWWA, NEWWA, State & Local Codes and standard Insurance requirements. The frequency of testing required would be quarterly for a backflow device which is connected to a domestic system. Backflow devices that are connected to Fire Protection Systems only, are required to be tested on an annual basis. Backflow Prevention System inspections are performed only by our NEWWA Certified Technicians. Inspections consist of a full operational test of backflow device including pressure and flow chamber measurements and valve seat testing.

NOTE - It is the Owner's responsibility to obtain appropriate permits if necessary and to furnish a safe area for discharging outflow of water.

System Type	Type	Price	Discount	Discount	Your Price
Backflow - Annual	Fire Line	\$250.00	0.0%	\$0.00	\$250.00 per

Scheduled for: _____

*** Common replaced parts will be replaced as needed at 20% below List Price plus Labor as per this Agreement.

Accepted By: _____

CLEAN AGENT/HALON SYSTEMS

Perform semi-annual inspection in accordance with NFPA-2001, NFPA-12A, State & Local Codes and standard Insurance requirements. All system components will be inspected and thoroughly tested for proper operation. Testing will include activation of all initiating devices ie: Smoke or Heat Detectors, Pull Stations and testing of all indicating devices as Horns, Strobes, Bells, etc. Auxiliary devices, such as Damper Closers, Fan Shutdowns, Door Closers, etc., will be tested. Detection-Abort-Discharge sequence will be tested for proper timing and operation. All system piping and nozzles shall be inspected. Agent quantity and pressure will be checked and appropriate tags filled out and affixed to cylinders and system.

System Type	Size	Price	Discount	Discount	Your Price
Clean Agent/Halon - Semi Annual	1.1 to 20 dev	\$400.00	0.0%	\$0.00	\$400.00

Scheduled for: _____

*** Commonly replaced parts such as gauges, fire department connection caps, lock & chains, signs, head boxes, wrenches, spare heads, etc.. will be replaced as needed at 20% below List Price plus Labor as per this Agreement.

Accepted By: _____

FIRE ALARM SYSTEMS

Perform inspections in accordance with NFPA-72, State of New Jersey & Local Codes and standard Insurance requirements. Smoke and Heat Detectors will be tested for normal operation and monitored at the Fire Panel. Pull Stations will be activated and monitored at the Fire Panel. Signaling devices, such as Bells, Horn/Strobe units are tested for proper audio and visual levels. Magnetic Door Holders, Sprinkler Water flow and Valve Tamper Switches, Air Handler, or Elevator control signal lines will be tested, as applicable. The Main Fire Control Panel and all sub-panels will be thoroughly checked and operated per Manufacturer's specifications to include detection sensitivity, alarm & trouble detection and reporting, self-supervision

functions, batteries and battery charging circuits, and all control-by-event functions. Systems with Central Station Monitoring will be tested to verify operation of dialers, communicators, Telco lines, and proper alarm notification.

System Type	Size	Price	Discount	Discount	Your Price
FA System - Annual	13 to 50 dev	\$500.00	0.0%	\$0.00	\$500.00

Scheduled for: _____

*** Commonly replaced parts such as batteries, non-working devices, dirty devices, glass rods, etc.. will be replaced as needed at 20% below List Price plus Labor as per this Agreement.

Accepted By: _____

MINIMUM CALL & HOURLY RATES

All services quoted above are based on performance during our normal working hours of 7:00AM-3:30PM Monday through Friday.

	Price	Discount	Discount	Your Price
Normal Working Hours	\$121.00	0.0%	\$0.00	\$121.00
Weeknights & Saturdays	\$181.50	0.0%	\$0.00	\$181.50
Sundays & Holidays	\$242.00	0.0%	\$0.00	\$242.00

The following are minimum charges that will be charged per service visit (excluding regularly scheduled service):

	Price	Discount	Discount	Your Price
Minimum Sprinkler Serv Call	\$220.00	0.0%	\$0.00	\$220.00
Minimum Fire Alarm Serv Call	\$220.00	0.0%	\$0.00	\$220.00
Minimum Sys/Clean Agent Serv Call	\$220.00	0.0%	\$0.00	\$220.00
Minimum Exit/Emerg Light Serv Call	\$99.00	0.0%	\$0.00	\$99.00
Minimum Fire Ext Serv Call	\$82.50	0.0%	\$0.00	\$82.50
Delivery Charge	\$60.50	0.0%	\$0.00	\$60.50

EMERGENCY CALL & HOURLY RATES

Emergency Service requested by the customer for Weeknights, Weekends, Holidays or any request demanding a response time of less than 24 hours are subject to a minimum emergency charge as per below in addition to the applicable hourly rates.

	Price	Discount	Discount	Your Price
Emerg Service Call - Normal Working Hours	\$220.00	0.0%	\$0.00	\$220.00
Emerg Service Call - Weeknights & Saturdays	\$275.00	0.0%	\$0.00	\$275.00
Emerg Service Call - Sundays & Holidays	\$357.50	0.0%	\$0.00	\$357.50

** A 2 Hour minimum will be billed in addition to all Emergency Service Calls above excluding those during Normal Work Hours

TERMS & CONDITIONS

GENERAL TERMS – Allied Fire & Safety Equip. Co., Inc. typically travels in teams of two service technicians per vehicle which will be reflected in our hourly billing for repairs to all applicable systems.

Although Allied Fire & Safety Equip. Co., Inc. will respond to most requests for service, it is understood that Allied Fire & Safety Equip. Co., Inc. will accept liability only for faulty workmanship as performed by our representatives.

Service requests made as a result of normal equipment failure, customer abuse, fires, natural disasters, faulty wiring or electric problems will be charged at scheduled rates.

Allied Fire & Safety Equipment Co., Inc. will make every attempt perform your regularly scheduled (quarterly, semi-annual or annual) inspections anytime during the month of their expiration but will not except liability for missing the same.

Allied Fire & Safety Equipment Co., Inc. will strive to do our best to avoid damage to other areas while performing our work but will not be held responsible for ceiling removal and/or replacement, painting and/or patching, carpet, equipment or furniture protection, staining/damage to sidewalks, driveways, lawns, landscape beds, etc..

If special materials (those not normally carried on our vehicles) or Fabrication of material is needed, Allied Fire & Safety Equip. Co., Inc. will charge for both Fabrication Labor as well as Truck, Lift, Freight and/or Equipment Expenses.

If any pipe and/or materials are stored onsite or our shop, Allied Fire & Safety Equip. Co., Inc. reserves the right to invoice for these materials as deemed necessary. If the project is delayed for any reason, Allied Fire & Safety Equip. Co., Inc. will not be responsible for the condition of the stored pipe and/or materials as well as protection of the stored pipe and materials, storage costs, re-fabrication costs, cleaning of the pipe and fittings, corrosion, Microbiologically Influenced Corrosion (MIC) or anything else caused by the project delays.

If the use of a subcontractor is required due to proprietary systems or components, Allied Fire & Safety Equip. Co., Inc. will charge at the subcontractor's rate plus 30%.

Allied Fire & Safety Equip. Co., Inc. reserves the right to implement a reasonable temporary surcharge to adjust for any rise in pricing structures for fuel and/or material that may be caused by natural disasters, supply shortages or any other means not directly in control of Allied Fire & Safety Equip. Co., Inc.

HAZARDOUS MATERIAL / ASBESTOS - If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site, Allied Fire & Safety Equip. Co., Inc., shall upon recognizing the condition, immediately stop work in the affected area and report the condition to the Customer in writing.

The Customer shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Allied Fire & Safety Equip. Co., Inc. and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The Customer shall supply in writing, the names of the persons or agencies that have performed the testing or are to perform the task of removal or safe containment of the material or substance. Allied Fire & Safety Equip. Co., Inc. shall notify the Customer in writing of any objection to the proposed person or entity. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the Customer and Allied Fire & Safety Equip. Co., Inc.

To the fullest extent permitted by law, the Customer shall indemnify and hold harmless Allied Fire & Safety Equip. Co., Inc. and its agents and employees from and against claims, damages, losses and expenses, including but not limited attorneys fees, arising out of or resulting from performance of the work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) and provided that such damage, loss or expense is not due to the sole negligence of the party seeking indemnity.

If Allied Fire & Safety Equip. Co., Inc., without negligence, is held liable for the remediation of a hazardous material or substance solely by reason of performing work as described in the Agreement, the Customer shall indemnify Allied Fire and Safety Equip. Co., Inc. for all cost and expense thereby incurred.

PAYMENT TERMS - Invoicing is generated upon performance of a specific inspection or item in this Agreement. Payment is strictly due thirty (30) days from date of our Invoice unless special arrangements are made. You may opt to pay by check, cash, Master Card, Visa or AFT/ACH/EFT. New customers are required to complete a credit application or will be required to pay COD. Customer will be required to submit such financial information as Allied Fire & Safety Equip. Co., Inc. may reasonably require for determination of credit terms.

If Allied Fire & Safety Equip. Co., Inc. has not granted credit to customer, payment terms are cash on delivery. There will be a \$50.00 cancellation charge if customer does not have required COD at the time of service and must reschedule. All COD orders totaling \$1000 or more must be paid with certified funds (certified check, money order or cashier's check). There will be a \$35.00 service charge on all returned checks.

Allied Fire & Safety Equip. Co., Inc. may at its sole discretion, at any time, change the terms of customer's credit or require advance credit or payment by bank check. If Allied Fire & Safety Equip. Co., Inc. reasonably believes a customer's ability to make payments is impaired, Allied Fire & Safety Equip. Co., Inc. may cancel any order or remaining balance thereof, and customer will remain liable to pay Allied Fire & Safety Equip. Co., Inc. for products shipped or services already received.

If customer fails to make payment when due, without prejudice to any other right or remedy, (i) overdue sums will bear interest to date of payment at an annual rate of 18% or such lower rate as may be the maximum permitted by law and (ii) Allied Fire & Safety Equip. Co., Inc. will be entitled to reimbursement for all costs of collection and attorneys' fees.

Allied Fire & Safety Equip. Co., Inc. reserves the right to refuse or delay performance of this agreement or any other agreement due to lack of payment of as per our credit terms. The Customer waives any claim for cost of cover or delays in deliveries of any equipment/material orders due to default of the same.

SALES TAX - All Customers will be charged sales tax in addition to the above quoted price as per New Jersey State Tax laws unless a proper Tax Exempt Form has been provided.

LIMITATION OF LIABILITY - It is understood that Allied Fire & Safety Equip. Co., Inc. is not an insurer, that insurance, if any, shall be obtained by the Customer and that the amounts payable to Allied Fire & Safety Equip. Co., Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the Customer's property or property of others located in the customer's premise. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and releases and waives all right of recovery against Allied Fire & Safety Equip. Co., Inc. arising by way of subrogation. Allied Fire & Safety Equip. Co., Inc. makes no guaranty or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied will avert or prevent occurrences or the consequences therefrom, which the system or service is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Allied Fire & Safety Equip. Co., Inc. to perform any of its obligations hereunder. The Customer does not desire this Agreement to provide for full liability of Allied Fire & Safety Equip. Co., Inc. and hereby agrees that Allied Fire & Safety Equip. Co., Inc. shall be exempt from liability for Loss, Damage or Injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to detect or avert; that if Allied Fire & Safety Equip. Co., Inc. be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of annual service charge or \$500, whichever is greater, as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if the loss, damage or injury, irrespective of cause of origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on part of Allied Fire & Safety Equip. Co., Inc., its agency or employees.

WAIVER OF SUBROGATION - Customer does hereby, for itself and all others claiming for or through it under this Agreement, release and discharge Allied Fire & Safety Equip. Co., Inc. from and against all damages caused by any perils, including, but not limited to, fire, water damage or any damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non operation of the fire suppression equipment. It being expressly agreed and understood that no insurance company, insurer, or other entity/individual will have any right of subrogation against Allied Fire & Safety Equip. Co., Inc.

INDEMNIFICATION & HOLD HARMLESS - Allied Fire & Safety Equip. Co., Inc. liability on all claims of any kind, whether brought by Customer or by any other third party, and whether based on contract, indemnity, warranty, tort, including, without limitation, negligence, strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from any products or services covered by or furnished under this Agreement or any amendment, modification, extension or expansion thereof, shall in no case extend beyond the cancellation, termination or other end of this Agreement. Customer, on behalf of himself, his agents, servants, employees, independent contractors, representatives, affiliates, heirs, successors, and assigns, hereby fully and forever remises, releases, acquits, and discharges Allied Fire & Safety Equip. Co., Inc. and its agents, servants, stockholders, managers, employees, representatives, predecessors, affiliates, subsidiaries, assigns, trustees, accountants, attorneys, managers, affiliates, and successors from and against any and all rights, claims, demands, damages, accounts, debts, liens, suits, actions at law or in equity, regardless of the legal theory or factual basis involved, of any nature whatsoever, arising under or related to Customer's relationship and involvement with Allied Fire & Safety Equip. Co., Inc., which Customer or any third party may have at all times after the cancellation, termination or other end of this Agreement. Customer agrees to indemnify, defend and hold Allied Fire & Safety Equip. Co., Inc. harmless from and against all liability, claims, losses, damages or expenses, including reasonable attorneys fees' and costs, brought by all third parties after the cancellation, termination or other end of this Agreement arising from all acts or failures to act by Allied Fire & Safety Equip. Co., Inc. in its performance under this Agreement, all to the fullest extent permitted by law.

In the event Allied Fire & Safety Equip. Co., Inc. determines that the units, machines, equipment and products that it inspects are unfit for their intended use or are otherwise not functioning properly or do not meet the applicable certification requirements, Allied Fire & Safety Equip. Co., Inc. will notify Customer in writing of such determination. In the event Allied Fire & Safety Equip. Co., Inc. provides such notice, Customer hereby remises, releases, acquits, and discharges Allied Fire & Safety Equip. Co., Inc. from all liability to Customer and to any third party, and Customer waives all of its rights to bring an action against Allied Fire & Safety Equip. Co., Inc. in the future arising from the units, machines, equipment and products inspected by Allied Fire & Safety Equip. Co., Inc. If Allied Fire & Safety Equip. Co., Inc. provides such notice to Buyer and a claim is subsequently brought by a third party against Allied Fire & Safety Equip. Co., Inc. based upon the units, machines, equipment and products that it inspected, Customer agrees to indemnify, defend and hold Allied Fire & Safety Equip. Co., Inc. harmless from and against all liability, claims, losses, damages or expenses, including reasonable attorneys fees' and costs, arising from such claims brought by third parties after the provision of such notice arising from all alleged acts or failures to act by Allied Fire & Safety Equip. Co., Inc. in its inspection of the units, machines, equipment and products, all to the fullest extent permitted by law.

AGREEMENT ACCEPTANCE

Service Agreements are written for 1-3 year periods and offer price protection during the Agreement Term as specified below. Agreements will automatically renew until new agreement is sent or current Agreement is cancelled by Customer. Agreements may be cancelled at any time, by either party, upon 30 days written notice (certified mail only), without restrictions.

Desired Period of Coverage 2-1-16 to 2-1-17 Purchase Order# (If Required): _____

By signing below I agree to the information and descriptions of services as explained above as well as the above General Terms and Conditions and am authorized to approve such an Agreement.

Customer Name: Jean Grubb Position: Business Administrator

Customer Signature: _____ Date: 2-18-16

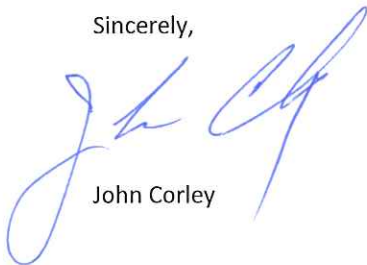
AF&S Signature: _____ Date: _____

Thank you for this opportunity to quote our various services. You are now one step closer to having your systems being maintained by one of the leading fire protection companies in the industry.

Please feel free to return the executed proposal via US mail, e-mail (info@alliedfiresafety.com) or fax to 732-918-8668.

If you have any questions or need any additional information please feel free to contact me at 732-922-3399 and for more information please don't forget to visit us on the web at www.alliedfiresafety.com.

Sincerely,



John Corley