

LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

12. General Conditions.

- a. This agreement, together with the Payment Schedule, drawings and specifications and any Change Order made in accordance with Article 10, is the entire agreement between EST and Buyer. All other statements, oral agreements, or negotiations are superseded by this agreement.**
- b. As used herein, the singular term Buyer includes the plural if more than one party enters into this agreement as Buyer, and the term shall apply to each such party.**
- c. Nothing contained in this agreement shall be construed to in any way limit EST's rights under the Minnesota Mechanics Lien Law (Minnesota Statutes Chapter 514.)**
- d. Drawings and specifications may show or describe other work that is not to be performed by EST. In the event of any inconsistency or conflict between this agreement and the drawings and specifications, this agreement shall control.**
- e. Payments as indicated on the Payment Schedule are due and payable immediately upon completion of said labor and/or materials covered by that particular payment, and delay or non-payment by the Buyer, may be construed as a breach of this agreement, and may cause an immediate work stoppage, at the discretion of EST. Damages or delays caused by non-payment of said request shall in no way be construed as the fault of responsibility of EST.**
- f. If any provisions of this agreement are held to be non-enforceable by operation of law, the remainder of this agreement shall nevertheless remain valid and shall be enforced insofar as it is practical and consistent with deletion of the unenforceable provision.**

Articles 1 through 12 and including provisions for Change Orders and a Payment Schedule shall constitute the governing portion of this agreement.

X

Buyer

X

Buyer

EARTH SHELTERED TECHNOLOGY, INC.

by _____

its _____