



- ARCHITECTURAL
- CONSTRUCTION MANAGEMENT
- FIELD SERVICES
- REAL ESTATE
- MAINTENANCE
- DEVELOPMENT

PAYMENT TERMS AND CONDITIONS

To the extent not otherwise provided for within a signed Agreement between Rice Companies, Inc., a Minnesota corporation (“Rice”) and the customer listed on the reverse side of this Invoice (the “Customer”), all payments due and owing under this Invoice shall be subject to the following Payment Terms and Conditions (collectively the “Terms and Conditions”):

Customer shall pay all amounts due and owing under this Invoice (the “Outstanding Amounts”) in full within thirty (30) days of this Invoice’s date without any offsets or credits.

In the event Customer fails to make payment as required under these Terms and Conditions, interest shall accrue on the Outstanding Amounts at the rate of 1.5% per month, or the highest rate allowable by applicable law, whichever is less, until paid in full.

Customer shall pay Rice any and all collection costs and expenses Rice incurs to enforce these Terms and Conditions, including, but not limited to all of Rice’s out-of-pocket expenses, court costs and attorneys’ fees.

Rice shall receive payment in full of the Outstanding Amounts prior to providing any additional services, products or materials to Customer. Payment are to be made in U.S. funds.

Until payment in full of the Outstanding Amounts, Customer grants Rice a security interest in any goods, products, equipment or other assets provided arising out of the Outstanding Amounts due, together with any proceeds thereof. Customer authorizes Rice to file any necessary financing statements or other documents to evidence or perfect such security interests.

Rice solely owns all right, title and interest in all copyrights and other intellectual property rights in any and all plans, sketches, drawings, specifications, blueprints, floor plans, elevations, renderings and other material provided in exchange for the Outstanding Amounts (collectively the “Plans”). Under no circumstance does Customer’s payment of the Outstanding Amounts to Rice constitute Customer’s purchase or Rice’s conveyance of any ownership rights in the Plans to Customer nor shall Rice’s work provided under this Invoice be consider a “work made for hire”. Such Plans may not be distributed, modified, reproduced or altered without Rice’s prior written consent. These Terms and Conditions shall be binding upon and inure to the benefit of Customer and Rice and their successors and permitted assigns.

Waiver by Rice of any breach of these Terms and Conditions shall not be considered a waiver of any other breach. Any changes to these Terms and Conditions shall not be binding unless in a writing signed by Rice.

These Terms and Conditions shall be interpreted and enforced in accordance with the laws of the State of Minnesota and Customer agrees to submit to personal jurisdiction of the state courts situated in Benton County, Minnesota.

Any of these Terms and Conditions that are deemed illegal or unenforceable at law or in equity shall be void and of no force and effect to the extent necessary to bring such terms within the provisions of such applicable law, and such terms as so modified and the remainder of these Terms and Conditions shall remain fully enforceable. Nothing provided within these Terms and Conditions shall be deemed a limitation or waiver of any right Rice may have under any applicable laws to liens or other statutory claims for the Outstanding Amounts Rice may have against the Customer or the property on which Rice provided the work.



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