



SUBCONTRACT AGREEMENT

This Subcontract Agreement ("Agreement") is made as of this ____ day of ____, 2012, ("Effective date") by and between Faith Technologies Inc., whose principal office is located at 225 Main Street, Menasha, WI 54952-0260 (hereinafter referred to as "Contractor") and _____, whose principal office is located at _____ (hereinafter referred to as "Subcontractor").

The term of this Agreement shall commence on the Effective Date written above and terminate upon completion of the Work, unless terminated earlier as provided herein.

RECITALS

WHEREAS, Contractor wishes to engage Subcontractor and enter into this Agreement for all labor, materials, equipment and services ("Work") to be provided by Subcontractor for Contractor.

Any applicable scope of Work is attached hereto and incorporated herein as "Exhibit A" and to be performed at _____. All work is to be performed at the direction of Contractor.

ARTICLE I Duties of Subcontractor

1.1 Nature of the Work. Contractor retains Subcontractor to act as a subcontractor for purposes of performing the Work agreed to by the parties, in writing, from time to time, pursuant to any agreements Contractor may enter into with its customers (the "Customer"). The Contract Documents may include, but are not limited to, Contractor's Prime contract with the Customer, Customer's contract with Owner, if applicable, and any and all drawings, specifications, general conditions, supplementary general conditions, special conditions and addenda. Subcontractor agrees to assume all of Contractor's obligations and responsibilities to the Customer and Owner, if applicable, included in the Contract Documents, and related to the Work, but not otherwise set forth herein. Subcontractor may obtain a copy of the Contract Documents (financial information redacted) by sending a written request to Contractor at the address set forth above.

1.2 Scope of Work. Contractor and Subcontractor agree:

(a) The Scope of the Work shall be set forth in a reasonable, written form (the 'Proposal'), which includes, but is not limited to a detailed description of the Work to be performed and the price for completion of the Work.

(b) Each Proposal shall be bound by the Terms & Conditions set forth in this Agreement.

(c) Any differing or additional Terms & Conditions from Subcontractor are null and void.

(d) Subcontractor accepts exclusive liability for payments of all federal, state, county, or municipal taxes, or taxes of any other kind, whether imposed by law or contract and whether based upon labor, work, materials, equipment or other items furnished in connection with the Work.

(e) Subcontractor will obtain and pay for such permits, licenses and fees, applicable to Subcontractor, that are necessary to complete Subcontractor's portion of the Work.

(f) Subcontractor will perform the Work in compliance with all applicable federal, state, municipal and local laws, codes, ordinances, rules and regulations (including, but not limited to, OSHA, employment discrimination, fair employment practices, and equal employment opportunity).

(g) Subcontractor will keep all materials stored on any site where the Work is being performed in a neat and orderly fashion and maintain safe access and egress at all times. Relocation of stored materials for other trades to access their work will be the sole responsibility of Subcontractor.

(h) Subcontractor will comply with site work hours established by an authorized Contractor representative or as set forth in the Contract Documents.

(i) Time is of the essence for all the Work performed under this Agreement. Subcontractor will begin performing the Work as directed verbally or in writing by an authorized Contractor representative and will complete the Work in time for Contractor to fully comply with the Contract Documents. If Subcontractor delays the progress of the Work or that of Contractor's work under the Contract Documents, Subcontractor will take necessary action to meet and maintain work progress, without additional compensation, and will be liable to and reimburse Contractor for any and all losses (including, but not limited to, liquidated damages incurred by Contractor pursuant to the Contract Documents) resulting from such delay.

(j) Subcontractor will provide all tools and equipment necessary to perform the Work. If Subcontractor uses Contractor's tools and equipment for any reason, in consideration for the use of Contractor's tools and equipment, Subcontractor agrees to release Contractor and to hold Contractor harmless, defend and indemnify Contractor from any and all losses, costs (including reasonable attorney's fees), damages, expenses, and liabilities arising from or connected with the use of the tools and equipment. Subcontractor acknowledges and agrees that such indemnity will apply to claims of negligence against Contractor, except if caused by the sole negligence of Contractor.

(k) Contractor has the right, at any time during the progress of the Work, to alter, increase or decrease the Scope of Work, provided that such changes are made in writing and Contractor and Subcontractor agree to any adjustments to the payments resulting from the changes in the Scope of Work. All changes, additions, or deletions to the Scope of Work will be performed in compliance with the provisions of this Agreement and the Contract Documents.

(l) No substitutions of similar supplies, materials or equipment required by Contractor will be made unless expressly approved in writing by an authorized representative of Contractor.

(m) Subcontractor will direct its employees, agents and sub-subcontractors to use such job entrances or gates as Contractor may designate for use.

(n) No employee or agent of Subcontractor will consume, possess, distribute, or be under the influence of alcohol or illegal drugs on any site where Work is performed by Subcontractor.

1.3 Safety. Subcontractor shall perform the Work in a safe and reasonable manner using reasonable efforts to perform the Work by using currently available technologies and in a manner consistent with the level of care and skill ordinarily exercised by members of Subcontractor's profession currently practicing in the same locality under similar conditions. Subcontractor shall, at its own expense, conform to all the safety policies and regulations established by Contractor, set forth in the Contract Documents and promulgated by any government authority. Subcontractor shall immediately correct any hazard it creates in the course of performing the Work and report unsafe work conditions or practices to Contractor.

1.4 Use of Sub-subcontractors. Subcontractor may only contract with sub-subcontractors for the performance of any part of the Work after obtaining written permission from an authorized representative of Contractor. Before Contractor will consent to the use of a sub-subcontractor, the sub-subcontractor must agree, in writing, to be bound by the terms of this Agreement and the Contract Documents and present a Certificate or Certificates of Insurance as required pursuant to Section V.

1.5 Bonds. Subcontractor, if required, shall before commencing work on said project furnish a surety bond payable to Contractor in a sum not less than that payable to Subcontractor under this Agreement with surety thereon satisfactory to Contractor for the faithful performance of this Agreement and for the payment of all persons furnishing labor, services, equipment or materials used or purchased for use in the work covered by this Agreement. Should any contract modifications result in an increase in the amount of this Agreement, Subcontractor shall increase the amounts of such bonds accordingly, and it will be the responsibility of the Subcontractor to include in its proposal the cost of additional bond premiums to cover the additional amount. Anything herein to the contrary notwithstanding, if the Subcontractor fails to furnish said bonds before commencing work hereunder, or to increase the amounts of such bonds as required when there shall be an increase in the amount of this Agreement, Contractor then, or at any time thereafter, shall be justified in declaring Subcontractor to be in default. Subcontractor shall be liable to Contractor for any and all damages as a result of such default and breach.

ARTICLE II Fees and Expenses

2.1 Invoices for Payment of Fees. Subcontractor shall timely submit all invoices for payment of the Work conducted under this Agreement to the attention of Contractor's Accounts Payable Department at the Contractor's corporate office address set forth above by the fifteenth (15th) day of each month, or by such other date as directed by an authorized Contractor representative. Subcontractor's invoices must include the contract number set forth in this agreement. Untimely submitted invoices shall be submitted by Contractor on the next submission cycle. In the event Subcontractor refuses or declines to submit a final invoice for payment, or otherwise fails to provide a final invoice for payment within sixty (60) days of substantial completion of its work, then Subcontractor shall become liable for actual losses and damages incurred by Contractor. The parties agree that Contractor would sustain damages for Subcontractor's delay in submission of final invoice for payments; however, calculating those damages would be difficult. In lieu thereof, the parties agree that Subcontractor shall become liable for liquidated damages of \$100 for each day that the Subcontractor does not submit a proper and complete final invoice for payment. These liquidated damages would not limit in any way Subcontractor's liability to Contractor for Contractor's actual damages that are incurred from the Owner or General Contractor from Subcontractor's delays. Contractor shall provide Subcontractor with written notice that the final invoice for payment is overdue in excess of sixty (60) days. These liquidated damages shall commence on the eleventh (11th) day after the date of the written notice. Liquidated damages that accrue will be deducted directly from any amount due to the Subcontractor.

2.2 Payment of Fees. Except as provided in Sections 2.3 and 2.4, herein, Contractor shall pay Subcontractor as follows:

(a) Contractor will pay Subcontractor ninety percent (90%) of the Fees set forth in the invoice, unless otherwise directed by law or regulation, within seven (7) business days after Contractor's receipt of payment from the Owner or General Contractor.

(b) After acceptance and approval of the completed Work by the Customer, or other entity providing final approval pursuant to the Contract Documents, Contractor shall pay to the Subcontractor the remaining ten percent (10%) of the Fees set forth in each of the invoices submitted to Contractor by Subcontractor for the work, within seven (7) business days after Contractor's receipt of payment from the Owner or General Contractor.

(c) The Fees associated with this Agreement are \$ _____.

2.3 Payment of Sub-subcontractors and Suppliers. Contractor reserves the right, at any time, to contact any tier of subcontractor or supplier working with or for Subcontractor in order to ensure that the sub-subcontractors and suppliers are being paid by Subcontractor. If Subcontractor fails to make timely payments to the sub-subcontractors and/or suppliers, Contractor reserves the right to make payments directly to the sub-subcontractors and/or suppliers for any amounts owed by Subcontractor and set-off those payments against the amounts payable to Subcontractor. Contractor shall provide Subcontractor with written notice of any set-off, which notice shall set forth the sub-subcontractor or supplier receiving the payment and documentation supporting the amount of payment. The exercise by Contractor of such set-off right shall not be deemed a breach by Contractor of its payment obligations hereunder.

2.4 Lien Waivers. Contractor shall have the right to require Subcontractor and/or any sub-subcontractor or supplier of Subcontractor to provide, in a form satisfactory to Contractor, lien waivers or releases of bond claims related to the Work. Contractor shall have the right to refuse to make the final payment set forth in Section 2.2(b), herein, until it receives the lien waivers or releases of bond claims requested.

2.5 Payment of Fees Does Not Constitute Acceptance. No payment of Fees shall (a) constitute Contractor's acceptance of improper, faulty or defective Work; (b) release Subcontractor of any of its obligations under this Agreement or the Contract Documents; or (c) constitute a waiver of any rights of Contractor under this Agreement or the Contract Documents.

2.6 Expenses. Subcontractor shall be solely responsible for the payment of any and all expenses incurred in the performance of the Work, except as otherwise agreed to in writing by the parties.

ARTICLE III Failure to Perform and Termination

3.1 Termination by Contractor. If Subcontractor, at any time during the Term, fails to perform the Work in accordance with the terms and conditions set forth in this Agreement or the Contract Documents, Contractor shall have the right, upon forty-eight (48) hours written notice to Subcontractor ("Notice to Cure"), to require any such defect to be remedied upon an additional forty-eight (48) hours ("Cure Period"). Upon Subcontractor's failure to cure any defect within the Cure Period, Contractor shall provide written notice to Subcontractor to terminate Subcontractor's right to continue providing the Work (the "Termination Notice"). Once Contractor gives Subcontractor the Termination Notice, Subcontractor will not be entitled to receive any further payments for Work completed prior to the date of the Termination Notice until the Work is completed by Contractor or subcontractors thereof. If the Fees owed to Subcontractor for the Work performed prior to the Termination Notice (the "Unpaid Fees") exceed the cost incurred by Contractor to complete the Work (the "Completion Cost"), Contractor shall pay the difference between the Unpaid Fees and the Completion Cost to Subcontractor in accordance with the Section 2.2(b), herein. If the Completion Cost exceeds the Unpaid Fees, then no further payments shall be due to Subcontractor, and Subcontractor shall pay the difference between the Completion Cost and the Unpaid Fees to Contractor within thirty (30) days of written demand by Contractor.

3.2 Termination for Convenience. Contractor may, at any time, terminate this Agreement, in whole or in part, for Contractor's convenience and without cause. Upon receipt of written notice from the Contractor of such termination for Contractor's convenience Subcontractor shall (1) cease operations as directed by Contractor in the notice; and (2) take actions necessary, or that Contractor may direct, for the protection and preservation of Subcontract Work; and (3) except for Subcontract Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts, work orders, and/or purchase orders and not enter into further subcontracts, work orders, and/or purchase orders.

(a) Subcontractor waives any claims for damages against Contractor, including loss of anticipated profits for Work not performed, and agrees that its recovery against Contractor shall be limited to that portion of the Subcontract Price earned through the date of termination, together with any retainage withheld.

ARTICLE IV Independent Contractor Relationship; No Agency Created

4.1 Relationship. It is expressly acknowledged by the parties hereto that Subcontractor is an independent contractor with respect to Contractor and that nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership or other relationship, nor to allow Contractor to exercise control or direction over the manner or method by which Subcontractor performs the Work. Employees of Subcontractor shall not be treated as employees of Contractor for any purpose, including participation in any benefit plan of Contractor. Contractor shall not withhold, on behalf of Subcontractor, any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body. All such payments and withholdings, if any, are the sole responsibility of Subcontractor.

ARTICLE V Insurance

5.1 Insurance. Subcontractor agrees to maintain in full force and effect at all times during the Term and for a period of two (2) years thereafter, such insurance as will fully protect Contractor, its employees, officers and directors, any other Additional Insureds where required by written contract, and Subcontractor from any and all claims, of whatever kind or nature, for damage to property or for bodily injury, including death, or personal injury made by any person or entity caused by the Work performed by Subcontractor on behalf of Contractor under this Agreement and under any workers compensation act or other employer's liability law. Subcontractor acknowledges that all insurance required pursuant to this Section is primary and noncontributory coverage and that any insurance or self-insurance maintained by Contractor, other Additional Insureds, their officers, directors and employees will not contribute to a loss. All insurance shall conform to the following specifications:

5.1.1 General Liability Insurance

Required Limits. Subcontractor shall maintain one (1) or more occurrence based commercial general liability insurance policies (the "Liability Insurance") with the following minimum limits: (a) \$1,000,000 each occurrence; (b) \$1,000,000 personal injury and advertising injury; (c) \$1,000,000 products-completed operations aggregate; and (d) \$2,000,000 general aggregate.

Required Coverage. The Liability Insurance must include specific coverage provisions or endorsements insuring: (a) premises and operations liability; (b) explosion, collapse and underground liability; (c) contractual liability for bodily injury, property damage or personal injury; (d) personal and advertising injury liability; (e) products and completed operations coverage which must be maintained for two (2) years after final payment for the Work; (f) per "job site" general aggregate; (g) watercraft liability, if the exposure exists; and (h) additional insured coverage must include completed operations coverage for two (2) years.

5.1.2 Automobile Insurance

Required Coverage. Subcontractor shall maintain one (1) or more automobile insurance policies (the "Automobile Insurance") covering all owned, hired or non-owned automobiles used by Subcontractor in the performance of the Work. The Automobile Liability Insurance shall have the following minimum limits: (a) \$500,000 each accident combined single limit for bodily injury and property damage, or (b) \$250,000 each person/ \$500,000 each accident-bodily damage, and \$100,000 property damage.

5.1.3 Workers' Compensation and Employer's Liability Insurance

Required Limits. Subcontractor shall maintain one (1) or more workers' compensation and employer's liability insurance policies with the following minimum limits: (a) statutory coverage for Workers' Compensation, and (b) Employer's Liability Limits of:

\$100,000 each accident;
\$500,000 disease policy limit; and
\$100,000 disease-each employee.

Required Coverage. The Workers' Compensation and Employer's Liability Insurance Policies shall include specific coverage provisions or endorsements insuring claims made in other states, and if exposure exists, coverage must be included for any liability or claim that may be incurred under the U.S. Longshoreman's and Harbor Worker's Act, the Admiralty (Jones) Act, and the Federal Employee Liability Act.

5.1.4 Excess/Umbrella Liability.

Required Limits. Subcontractor shall maintain one (1) excess/umbrella liability policy with the following minimum limits:

\$2,000,000 Each Occurrence

\$2,000,000 Aggregate

Retention shall not exceed: \$10,000

(Claims-Made Coverage is not acceptable)

Required Coverage. The Excess/Umbrella Liability Policy must cover all legal liability and assumed liability for bodily injury, property damage, personal injury, and advertising liability. Coverage must be excess over the Commercial General Liability, Business Auto Liability and Employers Liability.

5.2 Additional Insureds. Subcontractor agrees to include on all policies covered for General Liability, Automobile Liability, and Excess/Umbrella Liability, the Contractor, the Owner, the General Contractor/Construction Manager, the Engineer/Architect, and their respective officers, directors, board members and employees, as Additional Insureds. The Subcontractor's Certificate of Insurance shall document this coverage for Additional Insureds per ISO endorsement form CG 20 10 07 04 and CG 20 37 07 04 (or its equivalent). The Subcontractor's Certificate of Insurance shall document this endorsement.

Subcontractor shall include Contractor as an Additional Insured on Subcontractor Pollution Liability Policy if Pollution Liability Insurance is required above.

5.3 Waiver of Subrogation. Subcontractor agrees to include a Waiver of Subrogation on its General Liability, Automobile Liability, Excess/Umbrella Liability, and Workers Compensation in favor of Contractor, its employees, officers and directors, any project owner, any project General Contractor/Construction Manager, and project Engineer/Architect, and officers, directors, board members and employees (of all). The Subcontractor's Certificate of Insurance shall document this Waiver of Subrogation.

5.4 Certificates of Insurance. Subcontractor agrees to deliver to Contractor, simultaneously with the execution of this Agreement, a Certificate or Certificates of Insurance setting forth the terms and conditions of coverage required under Section 5.1, herein. Contractor requires thirty (30) days' written notice of cancellation, non-renewal or material change to any of the required insurance policies.

5.5 Other Insurance. Unless coverage is provided for the Subcontractor as indicated in Contract Documents, Subcontractor, or its sub-subcontractor shall be solely responsible for loss or damage to materials, tools, equipment, or other personal property, whether owned, rented, borrowed or used by Subcontractor in performance of the Work.

5.6 Insurance Rating. The insurance required pursuant to Section 5.1, herein, must be written by insurance carriers with an A.M. Best Rating of A- or better.

5.7 Insurance for Sub-subcontractors. If Subcontractor hires any sub-subcontractor to perform the Work, each sub-subcontractor will be required to comply with the terms and conditions for insurance coverage set forth above. The sub-subcontractor must present a Certificate or Certificates of Insurance setting forth the terms and conditions of coverage required above.

ARTICLE VI
Warranty

Subcontractor agrees to promptly correct, repair or replace improper or defective Work, at Contractor's option, and other work, materials or equipment affected by such correction, discovered within one (1) year from the date of final acceptance of the Work by those authorized in the Contract Documents or such other period of time dictated by the Contract Documents, if such period of time is longer than one (1) year.

ARTICLE VII
Indemnification

To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend and hold harmless Contractor, its employees, officers and directors, any owner, any general contractor or construction manager, any architect/engineer or designer and others as required by the Contract Documents, and their agents, officers, directors, and employees, from and against any and all claims, liabilities, damages, fines, penalties, losses and expenses (including, but not limited to, attorney's fees) arising out of or resulting from performance of the Subcontractor's Work under this Agreement, but only to the extent caused, in whole or in part, by the negligent, willful or tortious acts or omissions of the Subcontractor, the Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

ARTICLE VIII
Labor Relations

8.1 Nondiscrimination. Except as provided in the Contract Documents, it is understood that the Work will be awarded by Contractor without discrimination as to whether employees of any subcontractor are members or nonmembers of any labor organization.

8.2 Disruption of Work. Subcontractor agrees to use its best efforts to avoid disruption of the Work from any labor dispute (but shall not thereby be obligated to accede to trade union demands). Should there be a Work stoppage caused by a strike, picketing, boycott, or by any voluntary or involuntary cessation of work by employees of Subcontractor, which in the judgment of Contractor will cause, or is likely to cause, unreasonable delay to the progress of the Work, Contractor shall have the right to declare Subcontractor in default of this Agreement and may take such steps as are necessary to finish the uncompleted portion of the Work. Contractor's remedy shall be in accordance with the provisions set forth in Article III, herein.

8.3 Removal of Employees. Contractor, at its sole discretion, may require Subcontractor to remove any employee of Subcontractor whom Contractor or others authorized under the Contract Documents deem incompetent, improper or a hindrance to the progress of the Work. Such personnel shall not be allowed on the job site for the remaining duration of the Work being conducted.

ARTICLE IX
Miscellaneous

9.1 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects (a) when personally delivered, (b) three (3) days after when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, (c) when sent by facsimile transmission actually received by the receiving equipment, or (d) one (1) day after when sent by reputable overnight courier service, (e) upon receipt when sent by email, in each case addressed as set forth herein, or to such other address as shall be designated in writing.

9.2 Entire Agreement. This Agreement constitutes the entire understanding and the full and complete agreement of the parties and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof.

9.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Contractor and Subcontractor and their respective heirs, successors, assigns and legal representatives.

9.4 Counterparts. This Agreement may be executed in counterparts, all of which shall be read together and be construed as but one and the same agreement.

9.5 Headings. The headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of its provisions.

9.6 Arbitration. Contractor, in its sole discretion, may demand arbitration with Subcontractor to resolve any dispute or claim arising under this Agreement. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association, as applicable to the construction industry. Subcontractor agrees to continue the Work during any and all disputes, as well as during any litigation or arbitration for disputes.

9.7 Assignment. This Agreement and the rights and duties set forth herein may not be assigned by Subcontractor without the prior written consent of Contractor.

9.8 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed therein.

9.9 Waiver. A waiver by Contractor of a breach of any of the provisions of this Agreement shall not be deemed to be a waiver by Contractor of any subsequent breach.

9.10 Choice of Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Wisconsin.

9.11 Modifications. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.

9.12 Survival. The obligations of indemnification and warranty set forth in this Agreement shall survive the termination or expiration of this Agreement.

9.13 Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Contractor, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

9.14 Executive Order 13496. To the extent applicable, this contract includes and incorporates, by reference, Executive Order 13496, with regard to NLRA rights, found at 29 CFR Part 471, Appendix A, Subpart A.

9.15 Equal Opportunity Employer (Executive Order 11246, as amended, and VEVRAA)

For purposes of this Agreement, the Contractor shall take affirmative action to ensure that all applicants and Employees are treated without discrimination with regard to age, race, religion, color, disabled, sex, physical condition, developmental disability, sexual orientation, or national origin.

Contractor will comply with all equal opportunity regulations related to disabled veterans and veterans of the Vietnam-Era for federal contracts over \$25,000 (VEVRAA).

EOE shall include, but not be limited to, any action regarding personnel including recruitment and employment, promotion, demotion, transfer, compensation, selection for training including apprenticeship, layoff, and termination. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, orders, and regulations with respect to employment practices.

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments as required by the law, ordinance, order, or regulation.

Contractor agrees to comply with 41 CFR 60-1.4(a); 60-250.5; 60-300.5 and 60-741.5.

9.16 E-verify Upon request, Subcontractor agrees to utilize the federal E-Verify system to verify employment eligibility, regardless of citizenship. Documentation of a completed E-Verify verification for each Employee will be provided to Faith prior to such Employees beginning work at a Faith jobsite. Taking into consideration the twenty-four (24) hours to three (3) days verification time frame as stated in the E-Verify User Manual, Faith agrees to provide at least three (3) business days notice for request prior to Subcontractor's Employee's arrival on Faith jobsite.

9.17 Conflicts In the event of variations, conflicts, ambiguities or inconsistencies between or among the terms, provisions, or conditions of this Subcontract and any other Contract Documents, the terms, provisions and conditions which grant greater rights or remedies to Contractor or impose higher standards with regard to the obligations, responsibilities and scope of work of the Subcontractor shall control.

9.18 Code of Conduct for Business Relationships Subcontractor agrees it shall comply with Contractor's internal Code of Conduct for Business Relationships, which is incorporated herein by reference.