

1. Time for Performance. Subcontractor acknowledges that the dates required in the Schedule for the performance and completion of the Work are essential conditions of the Subcontract and agrees that Subcontractor's failure to perform and complete the Work consistent with such dates shall constitute a material violation of the Subcontract.

2. Liability for Delays. Subcontractor shall be liable to Contractor for any and all loss or damage Contractor sustains as a result of Subcontractor's delay in the safe performance of the Work or delay to the Project attributable to Subcontractor, including any amounts due from Contractor to Owner under the Owner Contract. Permitting the Subcontractor to continue to perform its Work after the agreed time for performance has expired shall not be construed as or constitute a waiver by Contractor of any claims for loss or damage it may have against Subcontractor as a result of such delay.

3. Compliance with Owner's Scheduling Requirements. Contractor shall be entitled to decide the time, order and priority for performance of the various portions of Subcontractor's Work to the extent necessary, in Contractor's judgment, to assure Contractor's compliance with the scheduling requirements imposed on Contractor under the Owner Contract, and to direct the performance of the Work accordingly. Subcontractor shall not be entitled to an adjustment of the Subcontract Amount or an extension of time in connection with any such direction by Contractor as the Subcontractor shall anticipate and provide for such activities in the Subcontract Amount and agreed time for performance.

4. No Damages for Delay.

Except as provided in Article 5;

(A) Should the Subcontractor be obstructed or delayed in the commencement, prosecution or completion of the Work because of conditions not attributable to the Subcontractor, it shall, in full and complete compensation for said delay and as its sole remedy, within two (2) business days thereafter, make claim to Contractor, in writing, for an extension of time, and Contractor may award and certify the amount of additional time to be allowed, if any. If the Subcontractor fails to furnish to Contractor written notice in accordance with this paragraph, the Subcontractor agrees that it has waived any right to any such extension of time.

(B) The Subcontractor acknowledges that the Price is based on the fact that Contractor is not liable for any damages or costs due to delays, accelerations, impact, non-performance, interferences with performance, suspension or changes in the performance or sequence of the Subcontractor's Work, even if Contractor wrongfully denies an extension of time to the Subcontractor. Thus in no event, absent actual fraud, shall Contractor be liable to the Subcontractor for any damages caused by delay, acceleration, interferences, suspension, non-performance, or changes in the sequence of performance or impact upon, or with, the Work of the Subcontractor. Contractor shall have the right, at any time, to delay, accelerate or suspend the commencement or execution of the whole or any part of the Work herein contracted to be done, or vary the sequence or performance thereof, without compensation to the Subcontractor other than extending the time for completing the Subcontractor's Work for a period equal to such delay or suspension. Progress schedules may from time to time be modified to conform to

acceleration, delays, suspensions or variances and the Subcontractor shall conform its progress thereto.

5. Impacts to the Work.

(A) Subcontractor shall make all claims for additional compensation, and extensions of time due to acceleration, disruption or inefficiency or other adverse impacts to the Work or otherwise to Subcontractor's performance under the Subcontract within two (2) business days following the occurrence of the event giving rise to the claim and in such manner so as to permit the Contractor to satisfy the requirements of the Owner Contract for the submission of such claim. All such claims shall be supported by appropriate documentation and, in the case of requests for extensions of time, sufficient detail to demonstrate that the impact is to work activities on the critical path. Contractor's liability to the Subcontractor for any adverse impact to the Work or otherwise to Subcontractor's performance under the Subcontract attributable to the Owner, Architect or their separate contractors is limited to the cost, schedule or other relief, if any, actually granted by the Owner.

(B) Requirements for all Impact Claims. Subcontractor's timely compliance with the notice requirements in Section 5A shall be a condition precedent to Subcontractor's entitlement to a Subcontract adjustment and Subcontractor waives and releases any claim for additional compensation or an extension of time in the event that Subcontractor does not so comply.

6. Continued Performance Required. Subcontractor acknowledges the importance of performing and completing the Work and its other obligations under the Subcontract in a timely manner. Subcontractor agrees that its rights in connection with any claim or dispute with Contractor in connection with the Subcontract shall be determined as provided in this Subcontract, and that it shall not be entitled to suspend or otherwise delay its performance and completion of the Work or the performance of its other obligations under the Subcontract based on any alleged breach by Contractor or claim or dispute between the parties, regardless of whether such breach, claim or dispute is the subject of dispute resolution between Contractor and Subcontractor.

7. Mutual Responsibility. In the event the Work of the Subcontractor is damaged, or should the Work of the Subcontractor be delayed or interfered with by any other subcontractor or other contractor on the Project, the Subcontractor and each such subcontractor or other contractor shall be directly responsible to each other, each shall look solely to the other for compensation, and the Subcontractor will not seek compensation or damages from Contractor by reason thereof.

8. Shop Drawing Approval Delay. No allowance for time will be made to the Subcontractor for delay in preparing its submittals or in securing approval of the Architect when such submittals are not properly prepared for approval of the Architect.