



Last updated Sept 2022

SILVI MATERIALS – AGGREGATE HAULER SETUP INFORMATION

Enclosed in this packet is the information required to haul for Silvi Concrete, Sahara Sand, Eagles Lake Reserve, and Gibraltar Rock herein referred to as Silvi/Silvi Materials.

Note that we DO have full time work available, but it is not necessary that you haul exclusively for Silvi. If your insurance information is filed and approved with us, you can call Silvi Dispatch at any time, and we will try to find you a load.

Please provide information for each of your trucks on the attached "COMPANY & TRUCK INFO" form. EMAIL ALL COMPLETED SETUP FORMS AND A CURRENT IRS W-9 TO MARIA VREELAND mvreeland@silvi.com at your earliest convenience. Silvi Materials requires each truck to have an ID Tag for our automated scale systems. Each tag costs \$13.00 and will be deducted from your first payment.

UPON RETURNING THE SETUP FORMS, INSTRUCTIONS WILL BE EMAILED TO YOU FOR REGISTRATION WITH MyCOI. IF YOU DO NOT RECEIVE THIS WITHIN 48 HOURS, CONTACT MARIA. More information about MyCOI is on the following pages.

Emailed invoices are preferred. For all invoicing/billing and payment inquiries, please submit to: **Jessica Talj** jtalj@silvi.com

If email is not possible, the physical BILL TO ADDRESS is:

Silvi Materials
Attn: Accounts Payable
355 Newbold Road
Fairless Hills, PA 19030

The physical locations of the loading plants are as follows:

Sahara Sand of Eagleswood
942 S. Main Street
West Creek, NJ 08092

Sahara Sand of Franklin
4459 Coles Mill Rd
Williamstown, NJ 08094

Gibraltar Rock of Belle Mead
484 County Road 601
Belle Mead NJ 08502

Silvi of Chester County LLC
2099 Dragston Road
Port Norris, NJ 08349

For all other questions, contact Maria Vreeland. We look forward to working with you! Please pass our contact information along to anyone that may be interested in hauling for Silvi.

Thank you,

Maria Vreeland
Assistant Logistics Manager
Silvi Materials
Office: (267) 907-9361
Fax: (267) 907-9168
mvreeland@silvi.com



Independent Hauler Agreement & Insurance Requirements

Dear Independent Hauler,

The mining, manufacturing, and trucking Industries face Increasing risk due to potential litigation and governmental regulation. Management of these risks is a critical part of Silvi's commitment to delivering and maintaining the highest quality goods and services at a reasonable cost to our customers.

Silvi is determined to work with select companies that can demonstrate compliance with certain risk management and insurance standards. Accordingly, all independent haulers must execute, return, and comply with the attached Independent Hauler Agreement.

Pursuant to the Agreement, Haulers are required to carry and maintain the following minimum insurance coverage:

- i. Commercial general liability coverage including products/completed operations in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate;
- ii. Commercial automobile liability coverage in an amount not less \$1,000,000 combined single limit including non-owned & hired auto liability; and
- iii. Workers' compensation coverage in an amount not less than the state statutory limits

All haulers must name Gibraltar Rock, Inc., Eagles Lake Reserve, Inc., and Sahara Sand, Inc., as well as Constructural Dynamics, Inc., Sil-Kemp Concrete, Inc., Silvi Concrete of Brick, Inc., Penn Jersey Certified Concrete, Inc., Sil-Crete, Inc. Silvi Concrete of Chester County, LLC, Sil-Con, Inc., ALTA Industrial Properties, Inc., Riverside Construction Materials, Inc. and Riverside Industrial Complex, Inc., as additional insureds with respect to all of the above policies with the exception of Workers' Compensation. This additional insured coverage must be in the form required within the Independent Hauler Agreement; and must be on a primary and non-contributory basis. All haulers must waive, and cause their insurance carriers to waive, the right of subrogation against the additional insureds and their carriers. Again, ALL Silvi entities must be named as Additional Insured.

Please note that Silvi has retained MyCOI, Inc. to help implement and manage compliance with these new risk management standards. MyCOI is in place to assist both Silvi and your company with ensuring that you have the insurance coverage required under the attached Independent Hauler Agreement. To this end, please expect to receive both phone and email communication from MyCOI on behalf of Silvi with respect to your execution of the Independent Hauler Agreement, as well as your submission of compliant Certificates of Insurance.

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355 NEWBOLD RD, FAIRLESS HILLS, PA 19030

PHONE (215) 295-0777 **EMAIL** INFO@SILVI.COM **WEB** SILVI.COM



Certificate of Insurance (COI) and Compliance Tracking with MyCOI



Your contract calls for specific insurance coverage to be carried while performing projects for Silvi. While the insurance provides particularly important protections for you and Silvi, it can be challenging to gather all of the information and receive the appropriate forms in a timely fashion. We recognize this challenge, and we are pleased to announce that Silvi has an established business relationship with MyCOI. since 3/1/16, MyCOI has served as our primary Certificate of Insurance tracking partner. MyCOI's purpose is to ensure that your insurance is in agreement and compliance with your contract(s).

After you return your new hauler paperwork to us, you will receive an email from MyCOI with instructions on how to complete your registration. Click on the link in the email you receive from registration@mycoitracking.com, to bring you directly to the MyCOI registration page.

If you have any questions, or if you do not receive this letter or email from MyCOI with your registration information for any reason, please contact MyCOI's Care Team at 1-(888)-692-6448 Ext 105.

What is MyCOI and do you have to register?

- MyCOI tracks and manages the Certificates of Insurance and Independent Hauler Agreements for Silvi.
- During registration, you will be asked to verify your contact information and provide your insurance agent's contact information. Once you complete the 5-minute registration process, MyCOI will request a COI directly from your insurance agent. This will save you time and effort and will be automatically requested each year upon the previous COI's expiry.
- You can be confident that your contractual insurance requirements are taken care of, and MyCOI will verify compliance with those requirements. MyCOI will notify your agent directly of any issues. MyCOI is responsible for verifying that the Certificates of Insurance from your insurance agent meet the requirements of the contract(s) you signed with Silvi, however, it is your insurance agent's responsibility to contact you directly if your policy needs to change to meet Silvi's requirements to haul.
- MyCOI will work with your insurance agent to obtain a compliant certificate but will not dictate policy terms.
- This is a **REQUIRED** program, and you must complete your registration prior to hauling for Silvi. If you do not complete this registration, or if you are deemed non-compliant for any reason, you will be unable to haul for Silvi.

Please add CertificateRequest@myCOIsolution.com to your safe sender's list to ensure you receive all email communications from MyCOI.

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Load Contamination Policy

Silvi Materials believes in service to the customer and continuous improvement as the highest of priorities. There have been previous instances of load contamination discovered upon delivery to internal and external customers. These contaminants, such as road salt, dirt, clay, asphalt, plastic, rags, and truck parts have resulted in rejected loads and have the potential to cause major quality issues. These materials are foreign to our aggregate operations, and are residual materials left in the bodies of dump trucks by their operators. Rejected loads, and the problems they cause on the job site, can cause serious time and expense impacts that can negatively affect Silvi Materials and our customers.

To prevent this issue, we require all trucks entering our aggregate locations or loading aggregates at a Silvi ready mix facility, to have clean dump bodies prior to beginning work. We also require that haul truck operators visually inspect the dump body after each load to confirm the truck is empty. This is especially important for trucks that haul for companies outside of Silvi Materials. If you are hauling material all day for Silvi, there are hoses available at each location to clean away any residual material before being loaded. In addition, there are tarping stations available to inspect your vehicle for unwanted residual material. If you find that you have excess material in your truck, please coordinate with Silvi Aggregate Dispatch in order to properly address the situation.

It is your responsibility as an operator to always maintain a clean dump body. To continue to enforce this policy, spot checks will be completed periodically at all Silvi loading locations. Any trucks that are contaminated or contain any material not originating from a Silvi facility, will be turned away for the remainder of the day. Repeat offenders will be prohibited from hauling material from Silvi facilities indefinitely. More importantly, any future costs, expenses (clean up, disposal, etc.), and/or back-charges of any nature that are incurred by Silvi which result from a hauler's body being contaminated, will be assessed to the hauler. Accordingly, haulers for Silvi are expected to indemnify and defend Silvi Materials from all claims of any nature which stem in whole or in part from contamination of the hauler's truck body as per the Independent Hauler Agreement.

Please join us and continue to ensure the highest level of service to our customers.

Thank you,

Jeffrey Kevin Davis
Vice President Customer Service/Dispatch

Maria Vreeland
Assistant Logistics Manager

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Automated Clearing House/Electronic Funds Transfer

Silvi Materials' preferred method of payment is ACH/EFT (direct deposit to a bank account) as opposed to a paper check.

You will no longer have to wait for your check to be mailed to you or pick it up at the Company's headquarters. It is free to enroll and there is no ongoing cost whatsoever. With your authorization, Silvi Materials will direct deposit your payments into your bank account as specified using the below form.

When a payment is processed, you will be notified via email of the amount deposited into your business's account as well as the invoices and amounts that total the ACH transaction for each Silvi Materials company entity.

To elect ACH payments, please complete the attached form in its entirety and return to your Silvi contact.

As always, we thank you for your commitment to service.

Sincerely,

Silvi Materials Accounts Payable, Dispatch, and Purchasing

A handwritten signature in black ink, appearing to read "Brendan Reif". The signature is fluid and cursive, with a large loop at the end.

Brendan Reif
Head of Purchasing
Office: 215.295.0777 x3234
Email: breif@silvi.com

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355 NEWBOLD RD, FAIRLESS HILLS, PA 19030

PHONE (215) 295-0777 **EMAIL** INFO@SILVI.COM **WEB** SILVI.COM



HAULER COMPANY & TRUCK INFO

Return the below vendor setup information form via email to mvreeland@silvi.com
This information will not be processed unless it is filled out completely! Please fill out and return ASAP.

Basic Hauler Info *Please submit your business's W-9 with this form.

Individual/Company Legal Name*:		
Billing Name (HQ or other):		
Street/PO Box:		
City:	State:	Zip:
Main Point of Contact FULL Name:		
Main Contact Email:	Main Contact Cell Phone:	
Business Email:	Business Phone #:	
City and State Where Trucks are parked:		
# of Trucks:		
Apportioned? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF Apportioned, which State(s):	

REMIT TO (Bill From info):

Check One: <input type="checkbox"/> Same as above <input type="checkbox"/> See below		
Billing Name (HQ or other):		
Street/PO Box:		
City:	State:	Zip:

Direct Deposit/ACH Information

Check One: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
BANK ROUTING NUMBER:
BANK ACCOUNT NUMBER:
Bank Name:
Account Holder Name(s):

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Please submit a COPY/SCAN/PICTURE OF A VOIDED CHECK. If your bank does not issue checks, please contact us to discuss.

Requested Payment Terms (run on FRIDAY)

<input type="checkbox"/> NET 30	<input type="checkbox"/> SEMI-MONTHLY*	<input type="checkbox"/> WEEKLY (1% deducted from payment)
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*Tickets dated 1st-15th will be paid on the 30th and tickets dated 16th-31st will be paid on the 15th (or closest Friday).

I (we) hereby authorize SILVI MATERIALS, as defined in the attached Terms & Conditions, (“COMPANY”) to initiate electronic credit entries (and, if necessary, electronic debit entries to correct erroneous credits) to my (our) checking/savings account indicated below at the depository financial institution named below to facilitate payment for invoices issued by me in accordance with the service and payment terms agreed upon by the parties.

This authority is to remain in full force and effect until COMPANY has received written notification from me (or us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. This authorization may only be revoked in writing, including the account holders name(s), account information and signature and emailed to our Silvi contact or mailed to the address below. **This authorization is further subject to the below VENDOR SETUP/ACH Terms & Conditions and completing the forms above and below and the Independent Hauler Agreement confirms that I have READ AND UNDERSTOOD these Terms & Conditions.**

VENDOR SETUP/ACH TERMS & CONDITIONS

The automatic payment (ACH) option for your payments is offered as a convenience to you on behalf of SILVI MATERIALS. By using this service, you are agreeing to the following terms and conditions:

For purposes of this Authorization, the SILVI MATERIALS includes all of the following entities: Riverside Construction Materials, Inc., Gibraltar Rock, Inc., Eagles Lake Reserve, Inc., Sahara Sand, Inc., Constructural Dynamics, Inc., Sil-Kemp Concrete, Inc., Silvi Concrete of Brick, Inc., Penn Jersey Certified Concrete, Inc., Sil-Crete, Inc. Silvi Concrete of Chester County, Sil-Con, Inc., ALTA Industrial Properties, Inc., and Riverside Industrial Complex, Inc. Each of the listed entities can act pursuant to the terms of this Authorization.

The use of automatic payment does not in any way modify, extend, or waive any of the payment terms or other obligations otherwise agreed upon by the parties.

Company retains the right to terminate this service to you at any time, provided reasonable notice is given to you of the discontinuation of the automatic payment option.

You will be liable for any costs and fees incurred by you or the Company in conjunction with the Company initiating a transaction with a closed account or an account with insufficient funds (“return of an ACH”). Upon return of an ACH to the Company, you will be notified to make arrangements for an alternative payment. Company will not be responsible for any late fees associated with such a payment. Company will act in a commercially reasonable manner in insuring that the correct amount is credited to your account on the agreed upon payment dates, however, in the event of error on the part of Company, Company is authorized to take steps to correct such error, including crediting your account for any underpayment or debiting your account for any overpayment. These steps shall be your sole remedy against the Company in the event of an alleged erroneous transaction. Company will not be liable for any direct, indirect, incidental, punitive, special or consequential damages (including lost profit), even if notified of the possibility of such damages and regardless of the nature of the claim whether based in contract, negligence, tort, strict liability or otherwise.

The origination of ACH transactions to your account must comply with the applicable provisions of U.S. law.

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INDEPENDENT HAULER AGREEMENT

_____, doing business at

_____ (hereinafter "Independent Contractor"), desires to provide independent aggregate hauling services to Eagles Lake Reserve, Inc., Gibraltar Rock, Inc., Sahara Sand, Inc. and Riverside Construction Materials, Inc., and Silvi of Chester County, LLC, (hereafter referred to as "Silvi"), under the following terms and conditions.

- I. **INDEPENDENT CONTRACTOR:** Independent Contractor hereby acknowledges that it is an independent contractor and is not currently, nor has ever been, an owner of or shareholder in, nor an employee of Silvi. Independent Contractor is not and will not be construed as a partner or joint venture of Silvi in any capacity as a result of this agreement. It is understood that Silvi is NOT retaining Independent Contractor as an employee and this agreement shall not be construed to create an employment relationship of any kind between Silvi, Independent Contractor and Independent Contractor's employees. Neither Independent Contractor nor its employees will be entitled to participate in any Silvi pension, stock, compensation, bonus, retirement, health or other employee benefit plans. Independent Contractor shall exercise independent judgment in the performance of services under this agreement as described below. Taxes shall not be withheld from any amounts paid for services rendered by Independent Contractor.
- II. **SCOPE OF WORK AND RATES:** Independent Contractor agrees to furnish commercial motor vehicles ("trucks") in good and safe operating condition, suitable for the hauling and delivery of sand and stone, and to furnish drivers who are qualified to operate such trucks, for the purpose of hauling construction materials from Silvi's location to various destinations. Independent Contractor agrees to make available tri-axle dump trucks Monday through Friday (as needed on Saturday) to satisfy its commitments under this agreement. Nothing in this agreement shall be construed to obligate Silvi to tend to Independent Contractor any specified amount of material or number of loads for hauling and delivery during any given period. Hauling rates are set forth in the attached rate sheet. Independent Contractor understands that hauling rates are based on fuel costs, material hauled and distances; and that such rates will from time to time be adjusted at Customer's sole discretion and with notice to Independent Contractor.
- III. **DUTIES AND RESPONSIBILITIES OF INDEPENDENT CONTRACTOR:** Independent Contractor shall exercise independent judgment with respect to, and be solely responsible for, the employment, training, safety and supervision of its drivers and subcontractors and for the operation, maintenance and repair of the trucks, and any other equipment, used in satisfying its obligations under this agreement. Independent Contractor shall have current registration and permits for all trucks and equipment and shall be responsible for all operating expenses and business liabilities associated with the operation of the trucks or other equipment during this agreement. All drivers used by Independent Contractor for performing its work under this agreement shall have the qualifications and licenses required by the Federal Motor Carrier Safety Regulations. Independent Contractor shall not use an unqualified or disqualified driver for any work for Silvi under any circumstances. Independent Contractor shall maintain, and require any of its subcontractors to maintain, insurance in accordance with the terms below. Independent Contractor is NOT authorized to use any subcontractor until such subcontractor has demonstrated to Silvi its compliance with the insurance provisions set forth below. Under no circumstances shall Silvi provide Independent Contractor, its employees or subcontractors with insurance coverage of any kind. The parties explicitly acknowledge that Silvi is not leasing Independent Contractor's trucks. It is expressly understood and agreed that Silvi shall have no control or authority over the selection of Independent Contractor's trucks, or the drivers assigned to Independent Contractor's trucks, nor shall it control Independent Contractor's decision to use subcontractors and subcontractor's drivers to satisfy its obligations hereunder. Silvi shall not have the right to exercise any control, direction or supervision over the hauling and delivery of material except to insist on the ultimate completed timely delivery of material.

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- IV. **PERFORMANCE OF AGREEMENT:** Silvi agrees to furnish all labor and equipment for the purpose of loading trucks, and further agrees to pay Independent Contractor for delivering or hauling such load or loads in accordance with the provisions for payment set forth in the agreement.
- V. **PAYMENT TERMS:** Independent Contractor will invoice Silvi weekly based on tonnage enumerated on Silvi issued delivery tickets. Invoices are net thirty (30) days from the date of invoice. Independent Contractor shall have the right to apply 1.5% interest per month to all past due accounts.
- VI. **INSURANCE:** Independent Contractor shall maintain, and cause any subcontractor it retains for purposes of work under this agreement to maintain, at their sole expense, the following insurance at all times while performing services for Silvi: 1) Commercial General Liability Coverage including Products/Completed Operations - \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations Aggregate; 2) Commercial Automobile Liability Coverage \$1,000,000 – Per Accident Combined Single Limit including Non-Owned & Hired Auto Liability; and 3) Workers Compensation Coverage and Employers Liability Insurance with workers compensation coverage to be at statutory limits. The above policies shall be maintained with insurance companies lawfully authorized to do business on an admitted basis in the jurisdiction where the Independent Contractor’s services are performed. Independent Contractor shall name, and require its Subcontractors to name, Silvi, as well as their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies, including but not limited to Gibraltar Rock, Inc. and Constructural Dynamics, Inc. as additional insureds [hereinafter “Additional Insureds”] with respect to all of the above policies with the exception of Workers Compensation. Such additional insurance shall be in the form of ISO CG 20 10 10 01 and ISO CG 20 37 10 01, or equivalent coverage for ongoing and completed operations. The coverage offered to the Additional Insureds shall be primary coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss. Independent Contractor hereby waives, and shall cause its subcontractors to waive, any claim against the Additional Insureds by way of subrogation or otherwise and shall cause its insurers and subcontractor’s insurers to provide the same waiver, for any and all losses covered by any policy of insurance outlined in this agreement. The amount of coverage set forth above shall not be construed to be a limitation of the liability on the part of the Independent Contractor or its subcontractors. Prior to the commencement of work and/or payment, the Independent Contractor shall file Certificates of Insurance with Silvi showing the policies, limits, and coverages required under these provisions for both itself and its subcontractors. Furthermore, Independent Contractor shall provide an updated Certificate of Insurance for Silvi upon request.
- VII. **RISK OF LOSS:** Independent Contractor acknowledges that it will bear all risk of loss with regards to its performance under this agreement, including without limitation, cost on losses caused by delays attributable to Independent Contractor or its subcontractors.

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- VIII. INDEMNIFICATION: To the fullest extent permitted by law, Independent Contractor agrees, and will cause its subcontractors (collectively referred to herein as “Indemnitors”) to agree, to indemnify, hold harmless and defend the Silvi, and their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies, including but not limited to Constructural Dynamics, Inc., Sil-Kemp Concrete, Inc., Silvi Concrete of Brick, Inc., Penn Jersey Certified Concrete, Inc., Sil-Crete, Inc. Silvi Concrete of Chester County, Sil-Con, Inc., ALTA Industrial Properties, Inc., Riverside Construction Materials, Inc. and Riverside Industrial Complex, Inc. (the “Indemnified Parties”) from and against any and all claims for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury or harm (including death) to any person (including Indemnitors’ employees), damage to any property of whatsoever kind or nature or loss, fine and/or penalty of any kind arising out of or in any manner connected with the services Independent Contractor or Independent Contractor’s employees, representatives, subsidiaries, affiliates or subcontractors provided, or failed to provide, under this agreement, even for, and if caused in whole or in part by, any act, omission, negligence, or strict liability of the Indemnified Parties. It is expressly understood and agreed that the indemnity and defense contained in this paragraph covers claims by Indemnitors’ employees and Indemnitors expressly waive any defense to this indemnification obligation which may arise under the Workers Compensation Act of any State. In addition, Indemnitors shall defend the Indemnified Parties against any claim which may potentially give rise to indemnification of the Indemnified Parties, even if such claim may be later proven false, fraudulent or groundless and even if such claim alleges that the Indemnified Parties are wholly or partially at fault or strictly liable for causing the loss. If Indemnification for the Indemnified Parties’ sole negligence is expressly prohibited by law, such defense shall continue until it is conclusively established by a court of competent jurisdiction that: 1) the Indemnified Parties are solely liable for causing the bodily injury or property damage alleged; and 2) that neither Indemnitors, nor its employees, nor anyone for whom Indemnitors may be liable, is liable for causing any part of the bodily injury or property damage for which defense and indemnification is sought.
- IX. COMPLIANCE WITH APPLICABLE LAWS: Independent Contractor and its subcontractors will comply with all applicable federal, state and local laws and regulations, including, without limitation, laws and regulations pertaining to (a) the hiring, tenure, safety, conditions of employment, and discharging of employees, as well as their hours of work, compensation rate and payment of wages; (b) operation, maintenance and staffing of commercial motor vehicles; and (c) the payment, collection and/or deduction of Federal, State, and local taxes insofar as they affect or involve Independent Contractor’s employees and/or Independent Contractor’s performance under this agreement. Furthermore, Independent Contractor and its subcontractors will comply with all provisions of the Federal Motor Carrier Safety Regulations of the US Department of Transportation and related regulations (Regulations) applicable to motor carriers, employers, and employees. With regard to this agreement and the services to be rendered hereunder, Independent Contractor acknowledges that Silvi is not a motor carrier or employer, and Independent Contractor is not an employee of Silvi for purposes of compliance with the regulations.
- X. TERMINATION: If Independent Contractor defaults by failing to perform any of the terms, conditions, or covenants of this Agreement after a ten (10) day notice and opportunity to cure period, Silvi shall, at its election, be entitled to any or all of the following: (a) to terminate this Agreement as of the date fixed in a notice, and/or (b) to avail itself to any or all remediation provided by this agreement or by the law as a result of Independent Contractor’s failure to perform. The parties agree that any remedies provided in this agreement are cumulative and not exclusive.
- XI. SEVERABILITY: If any provision of this agreement is ruled to be invalid or illegal, such ruling will have no effect upon the remaining provisions, which will be considered legally binding and given the full effect.

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XII. ENTIRE AGREEMENT; MODIFICATION WAIVER: This agreement constitutes the entire agreement of the parties regarding the subject matter of the agreement and supersedes all prior agreements, verbal or written, which pertain to the subject matter of this agreement. This agreement may be modified only in writing signed by all of the parties. The waiver of a breach of any provision of this agreement will not be construed as a waiver of any subsequent breach. No waiver will be valid unless it is in written and signed by the party giving the waiver.

Independent Contractor also understands that commencing any work on behalf of Silvi is an explicit acceptance of all terms set forth above. Independent Contractor agrees that all disputes relative to application of the terms of this agreement shall be decided pursuant to Pennsylvania law. Moreover, all disputes, controversies and claims of any kind arising out of or relating to this Agreement or the rights and obligations of the parties, except those claims relating to non-payment, shall be settled through arbitration by the American Arbitration Association at its Philadelphia, Pennsylvania office, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules. I, as an owner or an authorized officer of Independent Contractor, or individually, if Independent Contractor is a sole proprietorship, have had an opportunity to review these contractual terms and affirm that they are true and correct and that I am bound hereby.

Independent Contractor:

Name (Printed): _____

Title: _____ Date: _____

Signature: _____

Silvi:

Name (Printed): _____

Title: _____ Date: _____

Signature: _____

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