

## Terms and Conditions

1. Company agrees to perform all work professionally and to furnish only materials of good quality.

2. Customer agrees to provide reasonable access to all areas and equipment, and allow Company to stop and start equipment as necessary to provide the requested service.

3. All service and maintenance tasks and non-emergency repair or replacement will be performed during Company's normal business hours. Normal business hours are Monday through Friday 8:00 a.m. to 4:00 p.m. Services rendered outside normal business hours or on holidays shall be provided at one and one-half times normal rates.

4. Customer agrees to inform Company immediately of problems found in the operation of the equipment.

5. Company may charge Customer for emergency calls made at Customer's request where no defect or service item is found.

6. Customer agrees to pay and be responsible for any additional amount for any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale, or delivery of any products, services, or the work furnished hereunder or for Customer's use by Company whether such tax is local, state, or federal in nature. **This will include, but is not limited to, the recovery, recycling, reclamation, handling, and disposal of all refrigerants and the additional costs incurred for any refrigerant tax and/or increased costs due to shortages.**

7. Company assumes all equipment is in serviceable condition. For repairs found necessary during the initial inspection or the initial seasonal start-up, a repair proposal may be submitted for Customer's approval.

8. Repair or replacement of non-serviceable parts of the system(s) such as, but not limited to, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, will be charged at Company's standard rates.

### Limitation of Liability and Indemnity

1. Company is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substances, strike, lockout, inability to obtain material or services, war, act of nature, or any other cause beyond Company's reasonable control.

2. Company is not responsible for damages arising from defective or damaged parts, parts' inaccessibility, rusting, leaking, or parts not installed by Company.

3. In no event, whether as a result of breach of contract or any tort, including negligence, or otherwise, is Company or its suppliers, employees, or agents liable for any special, consequential, incidental, or penal damage, including, but not limited to, loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or

replacement power, down time costs, lost profits, or claims of customers for such damages.

4. **No warranty expressed or implied is given and no other affirmation of Company, by word or action, shall constitute a warranty, except as expressly set forth herein. Company warrants its materials and workmanship for the installation of new equipment under normal use and service for a period of one year from the date of the completion of the installation. Company warrants materials provided by Company for a period of one year and its workmanship for a period of 30 days for repairs to existing equipment from the date of completion of the repairs. Manufacturers' warranties in excess of Company's warranty are passed through to Customer. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability or fitness for a particular purpose, and any other obligation on the part of Company.**

5. Company's liability, if any, upon any warranty, is limited to replacement of defective materials and correction of faulty workmanship which is in violation of any local, state, or federal building codes in force at the time of performance of the work by Company. Company shall make available to Customer any warranty provided by the manufacturer of any materials installed by Company.

### General

1. No modification or waiver of any of these Terms shall be enforceable, unless agreed to in writing by Seller.

2. These terms and conditions are intended as the complete statement of the terms of the agreement between the parties relating to services provided hereunder.

3. A waiver of any default hereunder or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition. In the event any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not be affected thereby.

4. Neither these terms and conditions, nor any of the rights or obligations, can be assigned or transferred without the prior written consent of both parties.

5. The validity, performance construction, and interpretation of these terms and conditions shall be governed by the laws of the State of Oregon, excluding conflicts of laws principles. Any necessary legal action shall be brought in Multnomah County, Oregon.

6. Payment is due within 30 days of completion and unpaid balances are subject to 1.5% (18% per annum) finance charge.

7. Customer certifies that the work hours indicated hereon are correct, and the service work performed hereunder is satisfactory.

8. To the extent that any discrepancy exists between these Terms and those of any sales quotation, Purchase Order, invoice or other similar document, these Terms shall control.