RI Pipe Guys, LLC
CONTRACT TERMS AND CONDITIONS

Rev. 10272026

RI Pipe Guys, LLC (“RIPG,” “we,” “us”) is a residential and commercial plumbing and heating contractor located at 85 Uncas St, Warwick, RI 02889, working under Rhode Island Master Plumber License #007552 and Pipefitter Master 1 License #0008885. RIPG will perform for Owner the work identified in the associated Invoice or Estimate (“Work”) for the price indicated within the Invoice or Estimate. Estimates are valid for 30 days unless the Estimate says otherwise. These terms are part of every Invoice, Estimate, and change order we give you. For purposes of this agreement, “Owner” or “you” includes the property owner, their successors, heirs, assigns, and any authorized representatives.

PAYMENT. The full balance is due immediately when the Work is complete, unless otherwise noted within the Invoice or Estimate. Change orders are due with that balance. Credit card payments over $500.00 have a processing fee of 3%, which is shown on your Invoice or Estimate. You can avoid this fee by paying by check, cash, or bank transfer. Any discounts apply only when the bill is paid in full on time, and are voided due to nonpayment or outstanding balances. Work will be scheduled upon receipt of any deposit requested under DEPOSITS below. If Owner has secured financing for the Work, please have the lender pay RIPG directly, or issue a two-party check payable to Owner and RI Pipe Guys, LLC. All Work performed by RIPG shall be completed in a workmanlike manner according to standard practices, and under applicable municipal and State codes. If your check is returned for insufficient funds, you will owe the amount of the check plus a returned check fee of $50, and you authorize your account to be electronically debited or bank drafted for that amount. We reserve the right to hold any future work or warranty work, including labor and materials, until your account is paid in full.

LATE PAYMENT AND COLLECTIONS. We give a grace period before interest starts. Any balance still unpaid 30 days after the Work is complete is past due. Past-due balances accrue interest at 1.5% per month (18% per year), simple interest, not compounded, until paid. If that rate is ever higher than Rhode Island law allows, the rate will be the highest rate the law allows. Past-due accounts may be sent to collections, which may include a mechanic’s lien, a civil court action, and reporting to credit reporting agencies. You agree to pay our reasonable costs to collect, including collection agency fees, court and filing costs, lien filing and release costs, and reasonable attorney’s fees, to the extent Rhode Island law allows. If an invoice is still unpaid 60 days after the Work is complete, or a returned check is not made good within 10 days of our notice, RIPG may send the account to collections, file a claim in small claims court or another court, and/or record a mechanic’s lien, as the law allows. You agree to pay court costs and reasonable collection costs.

DEPOSITS. RIPG may require a deposit of up to 30% of the Estimate price on new jobs, at RIPG’s option. A deposit is not automatically required; if RIPG requests one, the amount will be shown on your Estimate. Any deposit is applied to your final bill. If you cancel, any amounts owed under TERMINATION are deducted from the deposit, and the rest of the deposit is refunded to you within 30 days of your written cancellation.

SERVICE CALLS AND TRIP CHARGE. Service visits are billed at our standard service call rate for the first hour, plus materials. Our current rate is available on request and is shown on your Invoice or Estimate. This charge also applies when we make a visit but no work is done, including when no one is home or we cannot get in at the scheduled time, when you cancel after the technician is on the way, or when the visit is for diagnosis only.

CHANGES TO THE WORK. The Owner or Local Code Official, without invalidating the contract, may order changes to the Work including, but not limited to, additions, deletions, or modifications. Changes must be approved by you in writing, which includes a signed change order, an email, or a text message. The Owner will pay all costs associated with change orders and will receive any cost reduction associated with the deletion and/or substitution of Work. If a change is needed for safety or to pass inspection, we will tell you first when we can. If something is unsafe, we may do the minimum needed to make it safe and bill for it. RIPG is not liable for existing conditions related to heating or gas. The Owner will pay all costs that may occur if it is necessary or if required by local Code Official to upgrade to current heating or gas code for a safe and proper working system. Your Estimate is based on visible conditions, and Owner agrees that the price may vary due to non-visible conditions. If we find hidden or preexisting problems behind walls, floors, ceilings, or underground, such as corroded or leaking pipe, bad venting, old gas lines that fail a pressure test, or code violations, we will stop and tell you, and the extra work is billed as a change order. We do not handle asbestos, mold, or other hazardous materials; those must be removed by a licensed specialist at your cost.

COMPLETION. RIPG will complete the Work in the Estimate and any change orders as quickly as practicable. Start and finish dates are estimates, not guarantees, unless we agree to a firm date in writing. Owner agrees, however, that RIPG shall not be responsible for any damages to the Owner, either direct or incidental, arising from any delays in completing the Work before any date discussed between Owner and RIPG, unless explicitly agreed to in writing between RIPG and Owner. Work dates are subject to change due to unforeseen circumstances and will be rescheduled in a timely manner. RIPG shall not be liable for delays due to force majeure events, including but not limited to acts of God, weather and storms, illness, labor disputes or shortages, material shortages, supply chain or manufacturer delays, utility company delays, permit or inspection delays, government actions, or other events beyond RIPG’s reasonable control, or for delays in Owner’s approvals, access, or payment. Such events extend completion timelines without penalty. If a delay lasts more than 60 days, either of us may cancel in writing, and you pay for Work done and materials ordered as described in TERMINATION.

DAMAGES. If Owner breaks this agreement, Owner agrees to pay RIPG’s resulting damages, which may include: RIPG’s time, resources, equipment and overhead used in mobilization, purchasing materials, and preparing plans; RIPG’s lost profit on this job; RIPG’s losses arising from delays while awaiting Owner’s plans, approvals, or permits needed for RIPG to complete the Work, not arising from RIPG’s negligence; and RIPG’s reasonable attorney’s fees and costs associated with any legal action as a result of Owner’s breach, including any claim for mechanic’s lien, to the extent Rhode Island law allows.

PERFORMANCE OR CONDITION OF EXISTING EQUIPMENT. RIPG is not responsible for the performance, functionality, or compatibility of existing equipment, ductwork, controls, or other equipment/materials that are not replaced during a job installation and that Owner agrees to keep in place. In the event that the system fails to operate properly, RIPG’s warranty will only cover the newly installed equipment, controls, or materials, as well as our workmanship. In the event that an existing piece of equipment prevents the proper start up or operation of the new equipment or system, Owner assumes all responsibility for additional service charges that may be incurred.

EXISTING GAS PIPE. RIPG is not responsible for the condition of any existing gas pipe that is not readily accessible. Owner is responsible for any additional costs incurred if pressure testing is required to identify leaks and necessary repairs.

ACCESS OPENINGS AND REPAIRS. To complete the Work, RIPG may need to open, cut into or remove parts of walls, ceilings, floors, cabinets or other finished surfaces. RIPG does not repair or restore these areas. Patching, drywall, plaster, painting, tile, flooring and any other finish work are the Owner's responsibility to have done, at the Owner's cost, unless the Estimate says otherwise. RIPG will keep openings as small as practical. RIPG is not responsible for damage to Owner's personal property left in or near the project area. RIPG is not responsible for damage to ceiling fixtures caused by blown-in insulation or insufficient attic flooring.

EXISTING ATTIC ACCESS/STAIRS. In the event the Owner's existing stairs cannot be safely utilized for the removal and installation of equipment, an alternate method or access may be required. RIPG is not responsible for (a) the replacement or repair of attic steps or stairs that may be removed to complete removal or installation work; and/or (b) any property damage resulting from the removal of the attic steps or stairs.

OWNER RESPONSIBILITIES AND ACCESS. To help the job go smoothly and safely, you agree to: give us safe, clear access to the work area and to water, gas, and power shutoffs; have an adult (18 or older) present or give us access instructions; move furniture, valuables, and stored items away from the work area; keep pets and children away from the work area; provide water and electricity at no cost; and tell us about any known problems, hazards, or past repairs.

PERMIT FEES AND INSPECTIONS. We pull the plumbing, gas, and mechanical permits our licenses require. Permit fees are not included, unless otherwise noted in Invoice or Estimate, and will be at an additional cost which Owner agrees to pay. You agree to give the inspector access to your home. Inspection dates are set by your city or town, not by us. If an inspector requires extra work because of existing conditions or code changes, that work is billed as a change order.

TERMINATION. RIPG may stop work or terminate the contract for cause, arising from the Owner's inability or refusal to pay invoices on a timely basis, from Owner's failure to agree to a change order arising from differing site conditions identified after commencing the Work that make the contemplated Work impractical or impossible to perform, or if conditions are unsafe. The Owner may cancel in writing at any time. If you cancel after we have bought materials or equipment for your job: (a) returnable materials are charged a flat restocking fee of 25% of their cost; (b) special-order or non-returnable items are charged in full; and (c) permit fees already paid are charged in full. If you cancel after work begins, you also pay for Work completed that has not been paid and reasonable costs we incurred. If you paid a deposit, these amounts are deducted from it, and any remaining deposit is refunded within 30 days of your written cancellation. If no deposit was paid, or the amounts owed are more than your deposit, you pay the balance directly. This section does not limit any 3-day cancellation right you may have under RHODE ISLAND 3-DAY CANCELLATION RIGHT.

WORK OUTSIDE OUR JOB SCOPE. Work which we are not licensed, insured or capable of completing (for example carpentry, drywall, electrical, or concrete work) may be necessary and required to complete the work listed on this Invoice or Estimate and it is not included unless otherwise noted. No warranty is given for Owner-supplied fixtures and/or material. The Owner agrees to pay any additional fees that may occur for repair or re-installation of supplied fixtures and/or material that RIPG does not provide. Owner agrees to pay for any cost associated with drilling for any pipes, patching and repairs to any wall, ceiling, or floor, fire caulking, concrete cutting, removing and patching, trenching, back-filling and tamping of earth, electrical or other wiring, and disposal costs for removal of old material or fixtures.

OWNERSHIP OF MATERIALS UNTIL PAID. All equipment and materials we supply stay the property of RIPG until you pay in full. If you do not pay, you allow us to enter the property at a reasonable time, with notice, to remove unpaid equipment and materials, as long as removal does not leave the home unsafe. You will also pay the cost of removal.

MECHANIC'S LIEN RIGHTS. RIPG may file a mechanic's lien against the property for unpaid amounts under R.I. Gen. Laws § 34-28, following the notice and filing steps that law requires. Rhode Island law requires us to give you the following notice:

NOTICE OF POSSIBLE MECHANIC'S LIEN

To: The Owner named on the Invoice or Estimate.

The undersigned is about to perform work and/or furnish materials for the construction, erection, alterations, or repair upon the land at the job address shown on the Invoice or Estimate under contract with you. This is a notice that the undersigned and any other persons who provide labor and materials for the improvement under contract with the undersigned may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with the undersigned receive payment for their work performed and materials furnished for the construction, erection, alteration or repair upon the land.

INSURANCE. RIPG carries general liability insurance as required for its licenses. Owner keeps normal homeowners insurance on the property.

SUBCONTRACTORS AND ASSIGNMENT. RIPG may use subcontractors without Owner consent. This agreement may not be assigned by Owner without RIPG's written approval.

LEGAL PROCEEDINGS. This agreement is governed only by the laws of the State of Rhode Island, without regard to any conflict-of-law rules that would apply the law of any other place. Any lawsuit about this agreement or the Work must be filed only in the state courts of Rhode Island located in Kent County (including Kent County Superior Court or the District Court sitting in Kent County), and both of us agree to those courts. Small claims cases may be filed in the proper Rhode Island small claims court for Kent County. This section does not stop RIPG from recording or enforcing a mechanic's lien as the law allows.

ARBITRATION. Arbitration is optional. If both of us agree in writing after a dispute comes up, we may resolve it by binding arbitration in Rhode Island under the rules of the American Arbitration Association (AAA) instead of going to court. Otherwise, disputes are handled as described in LEGAL PROCEEDINGS.

INDEMNIFICATION. Owner agrees to cover RIPG for claims and costs, including reasonable attorney's fees, for injury or damage

caused by Owner, Owner's household, guests, or pets, or by parts or materials Owner supplied, except to the extent caused by RIPG's negligence. This indemnification provision shall survive termination of the agreement.

RHODE ISLAND 3-DAY CANCELLATION RIGHT. If you signed this agreement at your home and the sale was not made at our place of business, Rhode Island's door-to-door sales law (R.I. Gen. Laws § 6-28) may give you the right to cancel within three business days. This usually does not apply when you called us and asked us to come repair or maintain your system, but it may apply to new equipment or extra work sold during a visit. When it applies, we will give you the required notice and a Notice of Cancellation form with your Estimate. Cancellations must be mailed to: RI Pipe Guys, LLC, 85 Uncas St, Warwick, RI 02889.

ENTIRE AGREEMENT. There are no promises, terms, conditions, or obligations other than those contained within the Invoice or Estimate, any change orders, or the Contract Terms and Conditions. This contract supersedes all prior communications, representations, or agreements, either verbal or written, between the parties hereto, and this agreement may not be amended except in writing (including email or text). Changes to the Work are handled as described in CHANGES TO THE WORK. If an Estimate or change order conflicts with these terms, the Estimate or change order controls for that job. Electronic signatures and approvals shall be binding pursuant to Rhode Island's Uniform Electronic Transactions Act (R.I. Gen. Laws § 42-127.1).

ACCEPTANCE. You accept these terms when you do any of the following: sign or e-sign the Estimate, approve it online, tell us in writing (including email or text) to go ahead, pay a deposit, let us begin the Work, or pay any part of the bill. Please read these terms before you approve your Estimate. A copy is always available at https://ripipeguys.com/terms-and-conditions.

WARRANTY. All work described on Invoice or Estimate has a one-year warranty on workmanship (labor), starting the day the Work is finished, unless otherwise noted on the Invoice or Estimate, to the original purchaser only. RIPG-supplied fixtures, equipment, or materials are covered only by the manufacturer's warranty. The length and terms of manufacturer warranties vary by brand and by component; for example, a heat exchanger may be covered longer than other parts, and some warranties are prorated. We pass those warranties to you as the manufacturer provides them, and RIPG does not extend or add to them. The Owner is responsible for submitting manufacturer's warranty registrations. After our one-year labor warranty ends, labor to diagnose and replace parts under a manufacturer's warranty is billed at our regular rates. Warranty is void if a balance remains unpaid. Unauthorized repairs or attempted repairs shall void this warranty entirely. The warranty also does not cover problems caused by misuse, neglect, or lack of the maintenance the manufacturer requires; freezing, flooding, fire, power surges, lightning, poor water quality, sediment, or acts of nature; or existing equipment or piping we did not replace. To make a warranty claim, please call us promptly and give us a chance to inspect and fix it. Warranty is non-transferable and cannot be assigned without written agreement of RIPG.

WARRANTY DISCLAIMER. TO THE EXTENT THE LAW ALLOWS, ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE LENGTH OF OUR ONE-YEAR WRITTEN LABOR WARRANTY. OWNER MUST REGISTER PRODUCTS DIRECTLY WITH MANUFACTURERS.

RIPG shall not be liable for water or other damage resulting from any defect or delay in responding to said warranty, including damage that happens because a warranty problem was not reported promptly. Owner must take reasonable steps to mitigate damages, such as shutting off the water.

To the extent Rhode Island law allows, RIPG shall not be liable for lost profits, lost use, incidental, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether or not covered by this limited warranty. Our total liability for any claim about the Work is limited to the amount you paid for that Work. This does not limit liability for our gross negligence or willful misconduct, or anything the law does not allow us to limit.

USE OF PICTURES. Owner agrees to allow RIPG to use any pictures of the work performed for the purpose of advertising and showing others without penalty or fees from Owner.

TESTIMONIALS. Owner agrees to allow RIPG the rights and privileges to use any and all written or verbal testimonials in our advertisements without penalty or fees from Owner.

EMAIL. Owner agrees to allow RIPG to use Owner's email address for receiving advertisements and specials without penalty or fees from Owner. RIPG agrees to keep all email and personal information private from others. Owner may opt out of marketing emails at any time by contacting RIPG or using the unsubscribe link provided.

REBATES. RIPG is not responsible for utility company rebates. Rebate programs are offered directly by the utility companies and/or their affiliates and are subject to change without prior notice.

SEVERABILITY. If any provision is held invalid, it will be enforced to the fullest extent allowed, and the remainder shall remain in effect. Section headings are for convenience only.