

# RI Pipe Guys, LLC

## CONTRACT TERMS AND CONDITIONS

**RI Pipe Guys, LLC** ("RIPG") will construct for **Owner** the improvements identified in the associated Invoice or Estimate ("Work") for the price indicated within the Invoice or Estimate.

**PAYMENT.** Payment is due on the day of service unless otherwise noted within the Invoice or Estimate. Credit Card payments over \$500.00 are subject to a processing fee of 3.5% (Subject to change). Unpaid invoices after 30 days are subject to collections which include, but are not limited to, Property Lien, Civil Court and reporting to all national collection agencies. Any discounts are voided due to nonpayment or outstanding balances. Equipment installed and not paid for under the terms of the estimate (verbal or written) may be removed. Upon execution of the Invoice or Estimate the Owner will provide payment as outlined in the Invoice or Estimate. The Owner shall pay all invoices, including change orders, within the time frame outlined in the Invoice or Estimate. Work will be scheduled upon receipt of any deposit required as outlined in Estimate. If Owner has secured financing for the Work, Owner shall request the institution to issue payments for the Work as either as one-party checks, made payable to RI Pipe Guys, LLC, or two-party checks, payable to Owner and RI Pipe Guys, LLC. Any sums due after 30 days may incur interest charges of 24 percent (%) per annum, compounded monthly. 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 hereby authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check or credit card for payment is your acknowledgment and acceptance of this policy and its terms and conditions. We reserve the right to withhold any future work or warranty work including labor and materials at any point if payment is not made without penalty.

**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 to Work may be made as the work progresses, and the Owner agrees that any changes to the system installed by RIPG that differ from the written Invoice or Estimate, shall be conclusive proof of the Owner's authorization to change the system from the Invoice or Estimate. 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. 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 for a safe and proper working system. This Estimate is based on visible conditions and Owner agrees that the price may vary due to non-visible conditions.

**COMPLETION.** RIPG will complete the Work in the Estimate and any change orders as quickly as practicable. 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.

**DAMAGES.** Owner agrees that the only damages that may be brought by Owner against RIPG relate to RIPG's failure to complete the contracted work. Owner agrees that any breach of this Contract shall result in damages to RIPG, including all direct and incidental damages arising from the breach. Owner agrees that RIPG's damages shall include, but not be limited to: RIPG's time, resources, equipment and overhead used in mobilization, purchasing materials, and preparing plans, RIPG's loss of reasonably anticipated profits on this project or other projects occasioned by Owner's breach or termination of this agreement, RIPG's losses arising from delays during the prosecution of this Estimate awaiting Owner's receipt of any plans, approvals, or permits for RIPG to complete the Work not arising from RIPG's negligence; and RIPG's reasonable attorneys' fees and costs associated with any legal action as a result of Owner's breach, including any claim for mechanic's lien.

**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 is 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 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.

**REPAIRS.** RIPG is not responsible for any painting, patchwork, or repair work that may be required following repair, modification or installation work. RIPG is not responsible for damage to Owner's personal property left in or near the project area. RIPG is not responsible for damages that occur to ceiling fixtures damaged as a result of blown-in insulation or insufficient flooring in attics.

**EXISTING ATTIC ACCESS/STAIRS.** In the even 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.

**PERMIT FEES.** Permit fees are not included, unless otherwise noted in Invoice or Estimate, and will be at an additional cost which Owner agrees to pay.

**TERMINATION.** RIPG may terminate the contract either for cause, arising from the Owner's inability or refusal to pay invoices on a timely basis, or alternatively, 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 unpractical or impossible to perform. The Owner may terminate the contract prior to completion of the Work but shall pay RIPG for completed Work that has not been paid, and for all resulting direct and incidental costs and damages identified in Damages. The Owner shall pay RIPG for materials purchased specifically for this Invoice or Estimate.

**WORK OUTSIDE OUR JOB SCOPE.** Work which we are not licensed, insured or capable of completing 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, patch 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, disposal cost for removal of old material or fixtures.

**LEGAL PROCEEDINGS.** Any legal action shall be pursued in the courts of Rhode Island, and notwithstanding any conflict of law principles, shall be governed by Rhode Island law. Payments not made in full will be subject to property lien. Acceptance of this Estimate is considered legal notice of property lien.

**INDEMNIFICATION.** Owner shall indemnify, defend, and hold harmless RIPG and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of Seller; and (b) any failure of the Owner to comply with the requirements of the Agreement.

**ENTIRE AGREEMENT.** There are no promises, terms, conditions, or obligations other than those contained within the Invoice or Estimate, 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, other than the scope of Work as described in these terms.

**WARRANTY.** All work described on Invoice or Estimate has a one-year warranty on workmanship unless noted on contract to the original purchaser only RIPG supplied fixtures or materials have a manufacturer's warranty. The consumer is responsible for submitting manufacturer's warranty registrations. Warranty is void if a balance remains unpaid. Unauthorized repairs or attempted repairs shall void this warranty entirely. Warranty is non-transferrable and cannot be assigned without written agreement of RIPG.

RIPG shall not be liable for water or other damage relating from any defect or delay in responding to said warranty. OWNER must take reasonable steps to mitigate damages.

RIPG shall not be liable for lost profits, incidental, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether or not covered by this limited warranty.

**USE OF PICTURES.** Owner agrees to allow RIPG to use any pictures of the work performed for 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 testimonials written or verbal 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.

**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