

TERMS AND CONDITIONS

Company's Obligation. Pario Novo ("Company") and/or its dispatched third parties shall provide the services described on the request form consistent with Company's standard practices and in accordance with the terms and conditions set forth below.

Warranties And Limitations. Company warrants to Customer (and to no other person or entity) that all services/labor completed by Company will be free of material defects in workmanship for a period of ninety days (90 days) from the date of services referenced on front of this Agreement. Company's warranty is limited only to the services performed, and any defects in the equipment or parts utilized by Company shall be limited to the warranty provided by the manufacturer of said equipment or parts and no other. In the event of any defect in the services provided by Company, Customer's exclusive remedy under this warranty or for any failure to perform under this Agreement shall be, at Company's sole option: (i) correction, repair or replacement of defective service, or (ii) refund of all sums paid on that portion of the work which is not as warranted. THIS IS A LIMITED WARRANTY, AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DENIED BY COMPANY AND WAIVED BY CUSTOMER. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER UNDER ANY THEORY FOR ANY ANTICIPATED OR LOST PROFITS OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS. FURTHERMORE, COMPANY'S MAXIMUM LIABILITY TO CUSTOMER FOR ANY LOSS OR DAMAGE ARISING FROM THE SERVICES RENDERED BY COMPANY OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THAT PORTION OF THE CONTRACT PRICE PAID BY CUSTOMER FOR THE SERVICES RENDERED WHICH WAS NOT AS AGREED OR WARRANTED. As a condition precedent to any obligation under this warranty or Agreement, Customer must give Company written notice of any claim or breach with thirty (30) days of its discovery. All repairs under this Agreement are to be performed by Company or licensed contractors designated by Company after a reasonable time after receipt of written notice of the defect or claim. Company will not reimburse Customer for repairs or expenses from any other person, and the warranty provided herein shall be voided and of no further force or effect in the event Customer or any person other than Company's designated representative attempts to remedy, repair, or otherwise service any work claimed to be not as warranted. No Warranty provided herein shall be effective until payment for services is received in full.

Company makes no warranty and shall not be responsible as to any of the following:

a) defects or malfunctions resulting from failure to properly operate or maintain any part of the property or systems, including the mechanical, plumbing, etc., in accordance with the manufacturer's operating standards and normal uses; b) damage from negligence, misuse, abuse, accident, vandalism, sabotage, fire, flood, freezing, acts of God, interruption in gas, water or electrical service, and the like; c) normal or routine maintenance (including, but not limited to cleaning, lubrication, or replacement of air filters, condenser coils, motor, condensate drain lines, sewer backup, etc.) or any failures caused by failing to perform such maintenance; d) blockage, stoppage or backups in any of the lines or system, either on Customer's property or from the city's lines; e) modifications that may be required to meet applicable local codes, ordinances and good trade practices not a part of the original service; f) defects or damage caused by the use of any attachment, accessory or component not authorized by the manufacturer of any equipment or parts installed by others; g) any parts, equipment, lines outside of the services performed; h) airflow performance in existing duct systems; i) adjustments to flows, temperatures, volumes and/or controls of systems; j) actions required as a result of loss of water, electrical or gas service and/or supply; k) manufacturer's published product performance specifications; l) unavailability of parts; m) labor required to replace any defective parts or equipment; or n) any other defects or damages not specifically caused by the actions of Company. **No warranty on stoppages.**

Completion Certificates. Customer agrees to inspect the services immediately upon completion, and notify Company's representative of any complaints before they leave. Upon completion of the services, or any segment thereof, Customer will on request execute such instrument as Company may reasonably request acknowledging completion of the services. To the extent that they may validly do so, the parties agree that the services are deemed satisfactorily performed and fully acceptable to Customer if no notice of any defect in materials or workmanship is received by Company in writing within 7 days of completion of service.

Entire Agreements and Authority. This Agreement and any attachments hereto constitute the complete and exclusive statement of the Agreement between the parties with respect to the services performed or to be performed and shall supersede all proposals, prior agreements, representations and communications, oral or written, between the parties relating to services of Company. No representative of Company has authority to make representations, guarantees, warranties, agreements or other promises other than as are expressly set forth in this Agreement, and this Agreement shall not be varied by any agreement or representation other than an instrument in writing executed by the duly authorized officer of Company and Customer. The person signing this Agreement for Customer represents that they have full authority to enter into the terms of this Agreement and/or are acting with authority by executing this Agreement, or for the person signing agrees to be fully liable and responsible for the charges incurred in accord with all terms of this Agreement.

Payment; Interest. Payments are due upon completion of work to Company's representative. Any payments made thereafter shall be delivered at Company's address as shown on the face of this Agreement. Any amounts owing to Company and not paid within 30 days after due date shall bear interest at the lesser of 18% per annum or the highest lawful interest rate until paid; provided, however, nothing herein shall require the payment or permit the collection of interest in any amount in excess of the maximum permitted by applicable state or federal law in the appropriate jurisdiction. Any excess

interest received shall be credited to Customer's principal balance or paid, if no balance, upon written notice of such excess payment. In addition to the prices charged, Customer agrees to pay all taxes that may be levied upon or incurred on the above-described goods, materials, labor and services by any federal, state or local government and to reimburse Company for the amount thereof. Company may from time to time require a payment in advance or a deposit prior to start of work authorized by Customer. Deposit will be applied toward the amount due upon completion of work, or any part thereof.

Dispute Resolution. As to any controversy or claim arising out of or relating to this Agreement, any services or representations of Company, the parties agree that Company will have the sole and absolute choice to have any such claims resolved by arbitration or through the courts. If Company chooses to resolve the claim by arbitration, the Commercial Arbitration Rules of the American Arbitration Association will apply, and judgment upon the award rendered may be entered in any court having jurisdiction over such controversy or claim. IF COMPANY CHOOSES TO RESOLVE THE CLAIM THROUGH THE COURTS, THE PARTIES HEREBY AGREE TO WAIVE ANY RIGHTS TO TRIAL BY JURY, AND AGREE TO SUBMIT THE CLAIM TO A JUDGE OF ANY COURT OF COMPETENT JURISDICTION. Any and all claims against the Company must be filed in a court of competent jurisdiction within two (2) years of Company's completion of the services provided in this Agreement or be barred irrespective of any other statute of limitations.

Miscellaneous. Should Company be required to bring any action or arbitration to enforce the terms of this Agreement, determine the rights and liabilities between the parties, or collect any amounts due, then Company shall be entitled to recover from Customer all reasonable costs and expenses in collecting, suing or arbitrating this matter, including attorneys' fees. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and permitted assigns. The signature of any party on a document transmitted by way of a facsimile or signed by any electronic means shall be considered for all purposes as an original signature. If any provision set forth in this Agreement is invalid or not enforceable, then that provision shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity of the remainder of this Agreement which shall otherwise be enforceable to the fullest extent permitted.

It is agreed we are not responsible for:

Damage caused to the customer's property as a result of obtaining access to and exposing plumbing, drainage, HVAC systems, and work areas.

Additional plumbing, sewer, or HVAC work beyond that specifically mentioned in this invoice or proposal including, but not limited to, that which may be required because of pre-existing HVAC or plumbing code violations or additional work revealed to be necessary as a result of performing the specified work.

Any unforeseen plumbing, sewer, or HVAC, problems and hidden defects.

Any tree, plant, and flower damage.

With the exception of work defined within the scope, any repairs, installation, removal or replacement of non-plumbing items or activities including but not limited to concrete, paving, asphalt, slab, sidewalks, driveways, patios, pools, landscaping as shrubbery, grass lawns, flower beds, tree damages, fences, internet lines, lines, electrical wiring, sprinklers systems and fixtures, painting, decorations, plaster, sheetrock, painting, and other wall coverings, glass, carpentry, millwork cabinets, carpeted floors, floors surfaces and preparations, roofing, flashing, sheet metal, gutters, downspouts, brick, stonework, extension walls, steel and other framework.

Damage caused to customer's plumbing system by sewer or drain cleaning equipment including but not limited to damage caused by pre-existing defects in such plumbing systems.

Consequential damages, incidental damages, or special damages.

**Questions
regarding
your service?**

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