



GENERAL TERMS and CONDITIONS

Access - Customer shall provide reasonable means of access to all building work areas and the use of building utilities, bathrooms and elevator services, as required to perform the Services hereunder. Customers shall keep areas adjacent to the Covered Equipment and work area free and clear of any obstructions that may impede access, performance, or egress of the Services or service area (including people, customers, or other foot traffic). Any failure to provide such access may result in additional charges if schedule changes are required to complete the Services due to access issues.

Payment & Incidental Charges - Customer will provide initial down-payment as listed before any equipment or material orders, purchases, or materials procurement is made. Payment is Due upon Receipt of invoice. Customer will promptly pay all invoices in full. A grace period of seven (7) days will be extended with automatic late fee added to total amount due. Late fees will accrue monthly. Should a payment become thirty (30) days or more delinquent, Element 29 Mechanical llc may stop all Services and terminate this Agreement with NO additional need for written notice provided to Customer. A finance charge will be added to any/all past due accounts at the rate of three percent (3%) per month, or at the highest legal rate, whichever is highest. Additionally accounts overdue by 30 days or more, from initial due date, may be sent to collections at the sole discretion of Element 29 Mechanical llc. Customers shall pay all taxes or other governmental charges relating to the transfer, use, ownership, sale, service or possession of any material or equipment covered by or related to this Agreement or the Service provided hereunder (other than income taxes or corporate franchise taxes imposed upon Element 29 Mechanical llc). In the event Element 29 Mechanical is required to take any action or initiate proceedings to collect on sums due hereunder, Element 29 Mechanical llc shall be entitled to an award of its reasonable costs and expenses of such collection fees, including, without limitation, reasonable attorney's fees and court costs.

Time of Performance - All Services to be provided under this Agreement shall be performed during Elements 29 Mechanical's normal (regular work time hours between 8 am & 5 pm Monday - Friday). Any over time or weekend work shall be an additional and a separate charges added to the price, total, and accepted rates covered in the initial agreement. Services not covered by this Agreement shall be billed at Element 29 Mechanical prevailing per person rates of \$125/regular time hours, time plus half of regular rates for over time hours and time double for Sunday or Holiday times. This applies to any/all communications such as responding to texts, emails, phone consultations, or other work performed outside of normal business hour listed above.

Operation Of Equipment - Customer agrees that, during the Term, Customer shall: operate the Covered Equipment according to the manufacturer's recommendations: keep accurate logs and information on the Covered Equipment; ensure that all operators of the Covered Equipment are adequately trained; and allow Element 29 Mechanical to start and stop or temporarily suspend operation of the Covered Equipment so that Element 29 Mechanical can perform all work on the Covered Equipment. Element 29 Mechanical may immediately terminate this Agreement if the Covered Equipment is modified, moved or worked upon by anyone other than Element 29 Mechanical. Any equipment not purchased Directly from Element 29 Mechanical despite any installation, service, or work performed on such equipment during Services provided are not covered by any warranty either expressed nor implied.

Maintainability - This agreement assumes the Covered Equipment to be in maintainable condition. Should repairs or replacements be necessary upon initial inspection, initial seasonal start-up or otherwise, Element 29 Mechanical will prepare and submit proposed repair and/or replacement charges to Customer for approval before commencing any such work. In the event Element 29 Mechanical determines that the Covered Equipment, or any portion thereof, is not maintainable or otherwise not serviceable within the scope of Element 29 Mechanical Services, Element 29 Mechanical llc may, at its sole option, terminate this Agreement or remove any Covered Equipment that is not in maintainable condition from the list of Covered Equipment.



GENERAL TERMS and CONDITIONS continued

Exclusions; Non-Maintainable Components - Element 29 Mechanical's Services shall be strictly limited to those set forth under this Agreement, including any amendments hereto; and the Services shall not include, and Element 29 Mechanical shall not be responsible for, the complete replacement of any equipment, including Covered Equipment, or the replacement or repair of non-maintainable components of the Covered Equipment or the Customer's HVACR, Process, Heating, Cooling or Ventilation system(s). Exclusions from coverage under this Agreement include, but are not limited, to such items as: (a) replacement and disposition of refrigerant, ductwork, casings, piping, hydraulic and/or pneumatic piping and vessels (including removal of oil and/or water from hydraulic and pneumatic piping), gaskets, boiler refractory material, heat exchangers, insulation, electrical systems or components, wiring (other than between equipment disconnect and its starter), structural tie downs and supports, shell and tube bundles, evaporators, condensers, and cooling tower structures, electrical disconnect switches, coils, surfaces exposed to air and water as part of its function(s); (b) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper, (c) calls resulting from operator-level neglect, abuse, misuse, or environmental or site conditions affecting the Covered Equipment; or (d) damages, repairs, service or additional calls or costs arising or resulting from the faulty design or Customer's HVACR system(s), which design or installation was performed by third person not affiliated with Element 29 Mechanical, Element 29 Mechanical shall not be required to furnish any items of equipment or labor or make special tests as are recommended or required by insurance companies, federal, state, or municipal governments, or other authorities.

Environmental - If Element 29 Mechanical, in the course of performing the Services, discovers any hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, Element 29 Mechanical shall report immediately its findings to Customer; provided, however, that Customer agrees and acknowledges that the Customer (a) shall be solely responsible for any and all costs, expenses, damages, fines, penalties, claims, and liabilities arising from, associated with or incurred in connection with such hazardous materials or substances; and (b) shall be solely responsible for reporting the presence of said hazardous material or substance to the proper authorities. Customer further agrees that it shall retain all legal responsibilities and liability for any and all such hazardous material and substance and that Customer shall be solely responsible for storing, removing, handling, and disposing of all material, substances, and waste generated in the provision of the Services, including hazardous materials, in accordance with all applicable governmental regulations. Customer shall provide to Element 29 Mechanical all pertinent Material Safety Data Sheets (MSDS) or industry standard acceptable equivalent, as required by OSHA hazard communication standards (29 CFR 1910.1200) or current OSHA communication standards.

Warranty - Element 29 Mechanical warrants its services to be free from defects in workmanship and materials for a period of thirty (30) days from ship date of such materials, parts, and equipment. Element 29 Mechanical's sole obligation shall be to repair or to replace defective material or to properly perform any corrective service on workmanship deficient materials, parts or equipment. EXCEPT AS EXPRESSLY PROVIDED BY THIS AGREEMENT OR AS LIMITED BY LAW, ELEMENT 29 MECHANICAL HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY OTHER REPRESENTATION OR WARRANTY, EXPRESSLY OR IMPLIED, RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS. Element 29 Mechanical will transfer the benefits of any six applicable manufacturers warranties to customer, upon written request of customer, if any warranty claim for goods or equipment should be made against the manufacturer only.

Limitation Of Liability - In no event shall Element 29 Mechanical be liable for any special, indirect, incidental, exemplary or consequential damages. Element 29 Mechanical shall not be liable for removing, replacing, or refinishing any part of the building structure, existing equipment, connected piping electrical components, wiring, controls, accessories, hangers or other building related devices necessary to the execution of this Agreement and the performance of the Services described herein. Element 29 Mechanical shall not be liable for any loss or damage due to delays caused by: strikes or labor troubles affecting its employees or the employees of others; by priority or preference rating, orders or regulations; by unusual delays in procuring supplies; by acts of God; wars; weather or for any other cause beyond Element 29 Mechanical reasonable control. Element 29 Mechanical Shall not be held Liable for any existing damage, and/or damage caused by use, moving, removal or installation of any equipment, parts, material, machines or devises already owned by end user or customer.



GENERAL TERMS and CONDITIONS continued

Indemnification - To the fullest extent provided by law, the Customer hereto agrees to indemnify and hold Element 29 Mechanical, its successors, assigns, agents, affiliates, employees and representatives harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees and/or mediation costs or fees, arising out of or resulting from such party's negligence or unlawful conducts.

Completion Date Penalty Exclusion - Customer agrees that Element 29 Mechanical is excluded from and will be exempt from any penalty, charges, fees, or other monetary reduction of funds or refunds owed due to any scheduled completion date contracts or agreements weather part of any contract or agreements either written or verbal expressed or implied or otherwise communicated.

Agreement Changes; Entire Agreement - This Agreement is the entire Agreement between Element 29 Mechanical and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between Element 29 Mechanical and Customer. Any and all changes, amendments or modifications to this Agreement shall be in writing and executed by an officer or authorized person, of each party, mutually within 30 days of initiation or start of any work/services performed by Element 29 Mechanical.

Good Faith - Each Party undertakes to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

IT IS UNDERSTOOD THAT BY ACCEPTANCE OF AN ESTIMATE, JOB, OR BY ALLOWING WORK TO PROCEED ON YOUR PROPERTY, BOTH PARTIES (Element 29 Mechanical and Customer) ACCEPT THIS AGREEMENT IN FULL.



Special Provisions

- Customer will provide access to building, parking and equipment during normal business hours
- Customer will supply access to water source for cleaning purposes
- Customer is responsible for any permission, notification or other needed clearance for work from Building owners, City and County, State Building agency, and any other responsible party.
- Customer is responsible for any additions, changes, permit fees, or other requirements of city, or insurance company above and beyond provided Agreement.

Permits are obtained by express request from Customer with permit fees, additional labor time and any inspector required changes in addition to any previously agreed upon estimate or invoiced amount.

Once job is started any changes or modifications to scope, job, or invoiced details including materials, equipment, parts or labor is considered a change order and may incur additional charges at or by Element 29 Mechanicals discretion.

Time & Material Street Rates

Monday - Friday between 8am and 5pm (regular time) \$125.00 per hour.

Any time outside of "regular" time or when 8 continual work hours, during regular time has occurred on the same day; including 12 am Saturdays to 12am Sunday, is charged at one and one-half (1.5 x) times \$125 or at a rate of \$187.50 per hour.

Sundays from 12am to 6am Monday are charged at two times (2 x) \$125 or at a rate of \$250.00 per hour.

A \$45 trip charge is charged per call

Standard industry mark up on all parts and equipment with applicable taxes charged

An after hours supply store house opening fee charge of \$150 will be charged if after hours parts are required.