

High Voltage Electrical Service Terms & Conditions

Customer agrees to the following terms and conditions as provided by the subcontractor, CMC Electric, Inc., which are incorporated herein by reference.

General Conditions

1. 4% fee added to any balance paid with credit card
2. All work to be completed during normal business hours of 7:00-3:30. Premium rate for overtime not included.

Proprietary

CMC Electric, Inc., as a benefit to you, has developed the ideas and concepts detailed in this proposal. These are considered by CMC Electric, Inc. to be confidential and proprietary. These ideas and concepts remain the sole property of CMC Electric, Inc. The customer acknowledges and agrees to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of CMC Electric, Inc. Any unauthorized use of these ideas and concepts is strictly prohibited.

Coronavirus Disease 2019 (“COVID-19”)

The parties acknowledge that the potential effects of the coronavirus disease (“COVID-19”) pandemic on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this pandemic may adversely affect the contractor’s workforce, the supply chain for materials, the delivery of materials and/or otherwise adversely impact the contractor’s ability to perform as planned, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the COVID-19 pandemic are beyond the control of the parties, and if such delays occur, the contractor will be granted a reasonable extension of time and an equitable adjustment in the contract amount for the additional costs incurred by contractor resulting from the COVID-19 pandemic. Contractor shall give owner/general contractor written notice of delay it experiences due to the COVID-19 pandemic and any additional costs it incurs due to such delay.

Price Volatility and Increased Costs Due to COVID-19:

The parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, contractor shall provide written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this contract and the time when the job is ready for the installation of the affected material, the amount of this contract shall be increased to reflect the additional cost to obtain the materials, provided that the contractor gives the owner/general contractor written notice and documentation of the increased costs.

Workmanship Warranty

CMC Electric, Inc. warrants that all workmanship provided by our employees be done in accordance with the National Electrical Code, be free from defects, including the installation of parts and repairs, for one year (365 days) from completion date, and will repair any installation or part that we find to be defective free of charge, subject to the limitations detailed below.

General Conditions and Exclusions:

This warranty extends only to parts and labor provided by CMC Electric, Inc. as a subcontractor for Quackcom LLC. Parts provided by others or installations done by others are expressly excluded from this warranty. This warranty does not cover items damaged by acts of nature, misuse, or abuse. Light bulbs, fuses, and batteries are expressly excluded from this warranty. This warranty is limited to only those items installed or provided by CMC Electric, Inc. as a subcontractor for Quackcom LLC. Remedies for warranty claims are limited to the repair or replacement of the damaged part or faulty installation up to but not exceeding a full refund for the installation or faulty portion of the installation. This warranty does not cover the cost of repairs made by others unless authorized in writing by CMC Electric, Inc. This warranty does not apply to installation or parts for which Quackcom LLC, on behalf of CMC Electric, Inc., has not received payment. Failure to pay voids any and all warranty coverage offered by CMC Electric, Inc.

Extra Trip Charge:

In the event that Owner provided items are not on site when scheduled or Owner has not made selections in a timely manner and Contractor or his Subcontractors must make extra trips to the job site to install said items, there will be an Extra Trip Charge of \$150

Act of God

If the work of CMC Electric is prevented, hindered, delayed or otherwise made impracticable by reason beyond the control of CMC Electric including, but not limited to, any strike, flood, riot, fire, explosion, war, terrorist act or any other casualty, by any act or request of a governmental body, or as a result of any cause which cannot be overcome by reasonable diligence and without unusual expense, CMC Electric will be excused from such performance and the Customer agrees to pay for any and all portions of work completed, according to the terms herein.

Payment

Customer/applicant agrees to pay for all invoices for all labor, material, supplies, equipment, consumables, rents, additional costs of bonds, insurance premiums, permits, fees, taxes, and any costs of additional supervision, field, or office services supplied to the customer/applicant, to the customer/applicant's representative or at the customer/applicant's direction upon receipt unless otherwise expressly agreed in writing. Customer/applicant agrees to pay, upon demand, a late charge of 1.5 % (A.P.R. 24%) for all invoiced amounts that have not been paid within thirty [30] days from the invoice date. For time and material jobs, payment is due COD. Late charges of 1.5% (18% APR) will be applied to the account at 30 days past due with actual services ceased and/or terminated at 45 days past due.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR/CUSTOMER TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Should CMC Electric refer any past-due balance to an attorney or collection agency for collection efforts, customer/applicant agrees to pay, upon demand, in addition to any balance then due and owing, reasonable attorney's fees together with any other fees, costs, or expenses incurred to collect the past-due balance, including court costs. Applicant/customer agrees that the term 'reasonable attorneys' fees' as used herein shall not be construed as being less than one-third (1/3) of the sum owing to Quackcom LLC, on behalf of CMC Electric, Inc. Customer understands and agrees to being held financially responsible for any and all additional work requested and/or directed by the customer including its owners, officers, manager, superintendent, or other representative. Customer warrants and represents to Quackcom LLC, on behalf of CMC Electric, Inc., financial solvency, the ability to pay debts as they mature, and possesses sufficient funds to pay for work performed by CMC Electric, Inc.. All returned checks are subject to a \$25 processing fee. In the event a dispute should arise between parties to this contract, the parties agree to submit this matter to binding arbitration. The parties agree to share equally in the costs of the arbitration.