

TERMS AND CONDITIONS

Applicable to all Proposals

NOTICE OF LIEN RIGHTS

As required by the MI and WI construction lien law, Lindquist Electric, Inc. hereby notified the owner that persons or companies supplying labor or materials for the construction on owner's land may have lien rights on the owner's land and building if not paid. Those entitled to lien rights, in addition to Lindquist Electric, Inc., are those who contract directly with the owner or who gives the owner notice within 60 days after they first furnish labor or materials for the construction and should give a copy of each notice received to their mortgage lender. Lindquist Electric, Inc. agrees to cooperate with the owner and the lender, if any, to see that all potential lien claimants are duly paid.

ACCEPTANCE OF WORK AND THE BINDING AFFECT

All labor and material are conclusively accepted as satisfactory unless accepted in writing within seven days of performance. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

PURCHASER'S RESPONSIBILITY AND INDIVIDUAL LIABILITY

PURCHASER acknowledges and understands that they shall be responsible for obtaining any and all permits which may be required in connection with performance of this proposal/contract.

The undersigned PURCHASER agrees to be individually liable for all terms of the agreement, regardless of whether he or she individually or as an agent for the owner of the property upon which the work is being performed or for any other individual partnership or corporation.

WARRANTY

All material is to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one year from the date of installation. All warranties are void if payment is not made as stipulated.

ENTIRE AGREEMENT

This entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of this agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.

PAYMENTS AND INTEREST

Payments shall be made in accordance with stipulated terms, or within thirty (30) days of invoice date. Invoices past due beyond thirty days of billing will be charged interest at a rate of 18% per annum (.0493% per diem), accruing daily. Interest charges shall be assessed at least monthly. Unpaid interest charges shall compound at the same interest rate on a monthly schedule. Purchaser also agrees to pay all costs of collection including attorney's fees. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

ACKNOWLEDGED (PURCHASER INITIAL): _____

