

TERMS AND CONDITIONS

1) LIMITED WARRANTY

- A. There is NO WARRANTY on drain cleaning. There is NO WARRANTY on materials supplied by CUSTOMER.
- B. PRESCRIPTION PLUMBING warrants its materials and workmanship to be free from defects for one year (1 year) after installation, unless otherwise specified in writing or provided by law. In the event that a manufacturer offers a warranty, manufacturer's warranty will negate and supersede PRESCRIPTION PLUMBING'S warranty. This warranty is the only warranty by PRESCRIPTION PLUMBING to CUSTOMER, and is in lieu of all other warranties, expressed or implied.
- C. Upon completion of the work, CUSTOMER agrees to exercise due diligence by immediately inspecting the work for defects of workmanship and materials. If CUSTOMER discovers any allegedly defective work, CUSTOMER shall within twenty-four hours (24 hours) of completion of the work described hereunder call PRESCRIPTION PLUMBING who shall have the first opportunity to repair the alleged defective work. The failure to allow PRESCRIPTION PLUMBING the first opportunity to repair the alleged defective work shall void all warranties, express and implied hereunder. CUSTOMER agrees and recognizes that they shall not withhold any payment for allegedly defective work. PRESCRIPTION PLUMBING is not responsible for reimbursement for work performed by any other company or individual.
- D. CUSTOMER shall telephone PRESCRIPTION PLUMBING within twenty-four (24 hours) of discovery for any warranty claim. PRESCRIPTION PLUMBING will respond with reasonable promptness between the hours of 9:00 a.m. to 5:00 p.m. Monday thru Friday, excluding holidays.
- E. PRESCRIPTION PLUMBING 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 warranty in its entirety.
- F. PRESCRIPTION PLUMBING shall not be liable for water or other damages relating from any defect, pest or rodent infestation or delay in responding to said warranty. CUSTOMER must take reasonable steps to mitigate damages.

2) WATER PRESSURE

ALL CONTRACTORS plumbing fixtures are guaranteed to operate on water pressure between 20 PSI and 80 PSI. Pursuant to the Uniform Plumbing Code, any water pressure exceeding 80 PSI calls for the installation of an approved pressure regulator. Installation of or replacement of a defective pressure regulator is the responsibility of CUSTOMER, as is any damage resulting from excessive water pressure.

3) PAYMENT

- A. The price includes Materials, Tax, and Labor on a FLAT RATE basis. NO BREAKDOWN WILL BE PROVIDED.
- B. Payment for the work described herein shall be immediately due upon completion of the work.
- C. No deduction shall be made from payments due to PRESCRIPTION PLUMBING on account of penalty, liquidated damages, back charges for alleged defective work, or other sums withheld from payments to PRESCRIPTION PLUMBING, or on account of the cost of changes or defects in the work. Furthermore, CUSTOMER agrees and recognizes that payment for services rendered by PRESCRIPTION PLUMBING when due is an express condition to PRESCRIPTION PLUMBING continuing work as herein described in this agreement. CUSTOMER recognizes that the failure to pay for services when due shall entitle PRESCRIPTION PLUMBING to terminate work immediately and that PRESCRIPTION PLUMBING shall be entitled to all of its expenses including, but not limited to cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law.

4) LICENSE, PERMITS, FEES

- A. Customer shall furnish and/or pay for, at CUSTOMER'S sole expense, all taxes, permits, and license fees required to legally perform the repair work in accordance with this agreement.
- B. Should, at any time, the administrative authority ask for additional work not related to the original agreement, said work shall be the responsibility of CUSTOMER. PRESCRIPTION PLUMBING shall provide a change order to be approved and signed before commencement of additional work.

5) RIGHT TO TERMINATE IN EVENT OF DISPUTE

In the event of a dispute between Prescription Plumbing and CUSTOMER, PRESCRIPTION PLUMBING and CUSTOMER agree that PRESCRIPTION PLUMBING may immediately terminate the work described herein. In the event of such a termination, PRESCRIPTION PLUMBING shall be entitled to payment of all services rendered including cost of all labor materials, reasonable profit and overhead. In the event of cancellation by CUSTOMER after agreement has been signed, PRESCRIPTION PLUMBING is entitled to 10% or \$1,000, whichever is less. In the event of cancellation by CUSTOMER after work has commenced, PRESCRIPTION PLUMBING is entitled to 10% or payment for work performed, whichever is more.

6) SITE CONDITIONS

- A. If PRESCRIPTION PLUMBING must obtain access to other properties in the course of work, CUSTOMER shall secure permission for such and hold harmless and indemnify PRESCRIPTION PLUMBING and its employees and agents against all actions and consequences arising from or relating to the use of said properties, including but not limited to damage done in the normal course of work, excluding negligence, and for securing said property and its contents during and after work.
- B. CUSTOMER shall secure, remove, and protect all property and its contents, including but not limited to adults, children, animals, cabinets, fixtures, flooring, wall, tiling, carpets, drapes, furniture, and vegetation during and upon completion of work, and hold harmless and indemnify PRESCRIPTION PLUMBING, its employees, and agents against all claims arising out of CUSTOMER'S failure to do so.

7) UNFORSEEN CONDITIONS

- A. If conditions and/or circumstances are encountered at the job site which are concealed physical conditions, including but not limited to that which may cause drain cables/ends to become lodged, or unknown physical conditions of an unusual nature which differ materially from that which is visually ascertained, CUSTOMER agrees to accept responsibility for such conditions and those circumstances outside the control of PRESCRIPTION PLUMBING and further agrees to pay for any labor or materials, including repairs to damaged equipment of PRESCRIPTION PLUMBING and other plumbing and work to remove lodged drain cables, caused by such conditions and /or circumstances.
- B. It is the intent of this provision to make CUSTOMER responsible for all (1) unforeseen and concealed conditions, including but not limited to the presence of asbestos or other hazardous materials, and (2) for that which PRESCRIPTION PLUMBING cannot control. Accordingly CUSTOMER further agrees to hold PRESCRIPTION PLUMBING harmless and to indemnify and defend PRESCRIPTION PLUMBING and all of its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, consequential damages, arising out of or as a result of the performance of PRESCRIPTION PLUMBING'S work involving, affecting or relating to such unforeseen conditions regardless of whether such damages are caused in part by PRESCRIPTION PLUMBING.
- C. ASBESTOS OR OTHER HAZARDOUS MATERIALS REMEDIATION WORK – PRESCRIPTION PLUMBING has no information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the CUSTOMER'S property and has not conducted any investigation in connection herewith. PRESCRIPTION PLUMBING does not perform asbestos or other hazardous materials or substance removal and PRESCRIPTION PLUMBING shall have no responsibility whatsoever and for any claims arising out of its presence, release, remediation or removal and for any costs, losses or damages CUSTOMER may suffer or sustain if it is found to exist on the CUSTOMER'S property. In the event asbestos or other hazardous materials or substances are found to exist on the CUSTOMER'S property of if, in order to obtain a building permit for the work to be performed by PRESCRIPTION PLUMBING as set forth herein, any remediation action or work, including investigation is required to be performed on the CUSTOMER'S property concerning asbestos or other hazardous materials or substances, all work by PRESCRIPTION PLUMBING will cease until such time as CUSTOMER has, at CUSTOMER'S sole expense, caused said asbestos or other hazardous materials or substance to be removed in compliance with all applicable laws relating thereto.

8) SERVICES NOT COVERED

PRESCRIPTION PLUMBING will not perform any other work or trade than that which is specified herein, including but not limited to carpentry, plaster/drywall work, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless specified in writing. Unless otherwise stated, paint, plaster, stucco and landscaping are not included in the flat rate price and are the responsibility of CUSTOMER.

9) SOLUTIONS NOT PERFORMED

If suggested options are not chosen by the CUSTOMER and failure is experienced, PRESCRIPTION PLUMBING is held harmless.

10) SCOPE OF AGREEMENT

This agreement represents the entire and integrated agreement between CUSTOMER and PRESCRIPTION PLUMBING and supersedes all prior negotiations, representations or agreements, either oral or written. This agreement may be amended only by written instrument offered by PRESCRIPTION PLUMBING and accepted by CUSTOMER.

11) CONTRACTOR'S LICENSE

Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors is a complaint regarding a patent act of omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to any structural defects must be filed within ten year of the date of the alleged violation. Any question concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O., Box 2600, Sacramento, CA 95826.