

# P&R Access, LLC

## GENERAL TERMS & CONDITIONS

### Warranty

1. All new installations performed by P&R Access include a one (1) year workmanship warranty from the date of installation, in addition to any applicable manufacturer warranties on equipment and materials.
2. This warranty does not cover damage or failures resulting from:
  - a. Abuse, misuse, neglect, or vandalism
  - b. Vehicle impact or accidental damage
  - c. Weather events, lightning, flooding, power surges, or other natural disasters
  - d. Improper operation or lack of maintenance
  - e. Customer modifications, programming changes, or unauthorized adjustments
  - f. Work performed, modified, or tampered with by others after installation
3. Any unauthorized modifications, repairs, programming changes, or work performed by another contractor on equipment installed by P&R Access may void workmanship warranties.
4. Manufacturer warranties are subject to the terms and conditions provided by the equipment manufacturer.
5. System functionality is tested and confirmed operational at the time of project completion unless otherwise documented in writing.
6. Customer acknowledges that automated gate systems require routine maintenance, inspection, and periodic adjustment. Lack of maintenance, normal wear and tear, environmental conditions, or failure to properly maintain the system may affect performance and is not considered a workmanship defect.

### Payment Terms

1. Payment is due according to the terms listed on the estimate or invoice unless otherwise agreed to in writing.
2. All equipment and materials supplied by P&R Access remain the property of P&R Access until payment is received in full. P&R Access reserves the right to remove or repossess unpaid equipment where legally permitted.
3. Past due balances may be subject to a late fee of 1.5% per month (18% annually) or a minimum charge of \$35, whichever is greater.
4. All invoices will be sent to the email address the customer provides. Should the accounts payable address change, the customer agrees to update P&R Access immediately. Invoices that become overdue as a result of being sent to an incorrect or outdated address are the full responsibility of the customer and will be subject to late fees.
5. Customer is responsible for any collection costs, attorney fees, or legal expenses incurred in recovering unpaid balances.

### Site Conditions & Customer Responsibilities

1. Customer is responsible for ensuring the jobsite is reasonably accessible and ready for installation prior to scheduled work.
2. Customer shall notify P&R Access of any major changes to site conditions, layout, utilities, scheduling, or project scope at least two (2) business days prior to scheduled installation or service. Failure to provide notice of changes that prevent scheduled work from being completed may result in additional labor, delay, trip, or remobilization charges, including a minimum remobilization fee of \$500.
3. Unless specifically included in writing, customer is responsible for:
  - a. Providing adequate electrical power to gate operators
  - b. Grading or drainage corrections
  - c. Debris removal
  - d. Landscaping or irrigation protection/repairs
  - e. Concrete, asphalt, or paving repairs by others
  - f. Utility locating beyond standard public utility markings
4. P&R Access is not responsible for concealed site conditions, private utilities, unmarked lines, unsuitable soil conditions, or conditions outside of its reasonable control.

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### **Underground Utilities & Unknown Site Conditions**

1. P&R Access will make reasonable efforts to avoid known underground utilities and may contact public utility locating services where applicable. P&R Access may choose to excavate by hand in certain areas to avoid unmarked utilities which may result in higher labor costs. However, customer is responsible for identifying and marking all private utilities, including but not limited to:
  - a. Irrigation lines
  - b. Invisible dog fences
  - c. Private electrical lines
  - d. Phone lines
  - e. Fiber lines
  - f. Septic systems
  - g. Drain lines
  - h. Propane lines
  - i. Landscape lighting
2. P&R Access shall not be held responsible for damage to unmarked or improperly marked utilities or concealed site conditions.

### **Battery Backup Systems**

1. Battery backup systems are intended for temporary or limited operation during power outages. Actual performance and runtime may vary depending on gate size, frequency of use, battery condition, weather, accessory load, and length of outage.
2. Battery life naturally declines over time and replacement batteries are considered routine maintenance unless otherwise stated in writing.

### **Cellular, Wi-Fi & App Connectivity**

1. Certain gate operators, access control systems, cameras, and remote access features may rely on third-party cellular networks, Wi-Fi, internet service, cloud platforms, or mobile applications.
2. P&R Access is not responsible for outages, poor signal strength, network interruptions, app failures, software updates, account/password management, or third-party service provider issues outside of our control.
3. Customer is responsible for maintaining active internet, cellular, or subscription services required for system functionality unless specifically included in writing.

### **Customer Operation, Programming & Technical Support**

1. Upon completion of installation, customer will be provided with basic operating instructions for the installed system, including approved app functions, controls, and user-accessible features.
2. Any changes, adjustments, reprogramming, troubleshooting, or operational issues resulting from the following shall not be considered warranty-related unless determined to be caused by original workmanship or defective equipment:
  - a. Customer modification of operator settings
  - b. Changes to control board programming
  - c. App setting changes
  - d. Deleted devices, users, or permissions
  - e. Password/account issues
  - f. Pressing unauthorized or restricted settings/buttons
  - g. Third-party modifications
  - h. Network or phone changes
3. P&R Access is not responsible for diagnosing issues caused by customer programming changes, altered settings, or misuse of equipment after project completion.
4. Phone support, remote troubleshooting, programming assistance, and repeated technical support requests beyond reasonable initial startup assistance may be subject to standard service or diagnostic charges.

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5. If an on-site service visit determines the issue was caused by customer modifications, accidental setting changes, app configuration changes, or operation outside instructed use, standard service charges will apply.

### **Low Voltage, Conduit & Electrical Exclusions**

1. Unless specifically included in writing, proposals do not include:
  - a. Electrical service installation
  - b. Long-distance trenching
  - c. Additional conduit runs for third party use
  - d. Low-voltage wiring beyond specified scope
  - e. Network configuration
  - f. Wall repair, paving repair, or landscape restoration
2. Additional work requested or required due to site conditions may be billed separately.

### **Access Control & Third-Party Integration**

1. P&R Access is not responsible for compatibility limitations, software restrictions, subscription changes, or future updates associated with third-party access control systems, telephone entry systems, smart devices, cameras, or integration platforms.
2. While reasonable efforts will be made to configure and integrate compatible systems, P&R Access cannot guarantee continued compatibility with third-party hardware, software, mobile applications, or network environments.

### **Service Calls & Trip Charges**

1. Service calls are subject to minimum service and trip charges regardless of repair outcome.
2. Diagnostic fees, trip charges, labor, and after-hours rates may apply to troubleshooting visits, warranty exclusions, customer-requested adjustments, network/app-related issues, or issues unrelated to original workmanship.
3. Warranty coverage does not include routine maintenance, programming changes, user error, damage caused by third parties, or issues related to internet/cellular connectivity.

### **Delays & Material Availability**

1. Estimated installation dates are approximate and subject to weather conditions, material availability, manufacturer delays, utility conflicts, permitting delays, and other circumstances beyond P&R Access's control.
2. P&R Access shall not be held liable for delays caused by these conditions.
3. If specified materials or equipment become unavailable, P&R Access reserves the right to substitute comparable products of equal quality and function.

### **Change Orders**

Any changes to the original scope of work, including customer-requested revisions or unforeseen field conditions, may require a written change order and additional charges.

### **Acceptance**

Approval of an estimate, payment of a deposit, scheduling of work, electronic approval, or authorization to proceed shall constitute acceptance of these Terms & Conditions and shall serve as a binding agreement between customer and contractor.