



# NC FOAM PROS

## INSULATION & EPOXY

### NC FOAM PROS TERMS & CONDITIONS

**CUSTOMER'S RIGHT TO CANCEL:** Customer may only cancel this Agreement for services with SIDER STUDIOS LLC DBA NC FOAM PROS by mailing written notice to NC Foam Pros postmarked no later than midnight on the third (3rd) business day after the date Agreement was signed by Customer. Customer may use this Agreement for such notice by writing "I Hereby Cancel" at the bottom of this page. The notice must be mailed to NC Foam Pros at the address below. Should Customer wish to cancel after 3 (three) business days it must be done in writing. **Cancelling after the third (3rd) business day will result in a five hundred dollar (\$500.00) charge to Customer. If you need to reschedule the installation day, you must do so at least three (3) business days prior to the above schedule date to avoid a five hundred dollar (\$500.00) rescheduling fee. Once install is started/completed, the sale will be final and no refunds can be issued.**

### TERMS & CONDITIONS:

**1. AUTHORITY.** NC Foam Pros may cancel this Agreement within ten (10) business days after the date this Agreement was signed by Customer.

**2. SUBCONTRACTING.** NC FOAM PROS shall furnish all installation materials and, at its option, either perform or subcontract all labor according to the specifications outlined herein by Customer. Except as set forth herein, NC FOAM PROS assumes no responsibility for meeting any requirements for the specifications.

**3. RESPONSIBILITIES OF CUSTOMER.** During the installation process, siding and trim may be removed and access holes will be drilled in order to gain access to the walls. All access holes will be plugged or patched by NC FOAM PROS, however, some materials (such siding, trim, paint, brick, shingles, etc.) that are: (i) weathered; (ii) old and brittle; and/or (iii) multi-layered may be damaged during the installation process. All cost and expense concerning the repair and/or replacement of materials damaged during the installation process including, but not limited to, (i) the purchase, installation and/or repair of damaged materials; and/or (ii) sanding and painting shall be the sole responsibility of Customer. NC FOAM PROS cannot guarantee the availability or color matching of any new and/or replacement materials. NC FOAM PROS considers all interior walls and ceilings to be structurally sound and properly installed. NC FOAM PROS also assumes that the structure is properly ventilated and shall not be liable for any cracking, bowing or damage to interior walls or ceilings. NC FOAM PROS recommends that Customer complete all necessary repairs, including painting and/or sanding, after seven (7) days but within thirty (30) days of installation.



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**4. CUSTOMER RESPONSIBILITIES FOR SPACE PREPARATION.** Customer is responsible for removing and emptying all furniture, belongings, and materials from the entire space that is to be spray foamed. This responsibility also extends to any attic areas where Fiberglass insulation will be installed. For new construction, all building materials must be out of the way, and the space must be cleared in order for NC Foam Pros to begin their work. If the space is not properly cleared, it may result in rescheduling the installation date, which will incur a \$500 fine payable by the Customer. NC Foam Pros is NOT responsible for any damages to building materials or belongings left in areas where they should have been removed by the Customer not limited to, homeowners, inhabitants, tenants, guests, invitees, contractors, subcontractors, inspectors, or anyone not wearing the appropriate protection equipment is not permitted to access or inhabit the space for a minimum of 18 hours after application.

### **What needs to be removed:**

- **Boxes**
- **Furniture**
- **Storage Items in attic**
- **Personal belongings in area of installation**
- **Cars from driveway**
- **For Epoxy: Entire Area needs to be empty and clear**
- **For Attic: Attic needs to be entirely empty otherwise will result in extraction charge and delays/fees**
- **Rugs in install area**
- **Hanging Art in install area**
- **Picture Frames from install area**
- **For Shops: Benches, Tools, equipment and other belongings must be removed prior to NC Foam Pros Install Tech arrival otherwise will result in install reschedule fee.**



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- **5. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN WRITING BY NC FOAM PROS, NEITHER NC FOAM PROS NOR ANY OF RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT. NC FOAM PROS CUMULATIVE LIABILITY TO CUSTOMER AND ALL OTHER PARTIES FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO NC FOAM PROS UNDER THIS AGREEMENT. NC FOAM PROS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGE, OR FOR LOST PROFITS ARISING OUT OF THE PRODUCTS OR SERVICES PROVIDED HEREIN EVEN IF NC FOAM PROS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NC FOAM PROS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES RESULTING, DIRECTLY OR INDIRECTLY, FROM OR TO CUSTOMER'S EXISTING HVAC, PLUMBING, ELECTRICAL OR OTHER SYSTEMS INCLUDING ANY LOSS OR DAMAGES RESULTING FROM THE INSTALLATION MATERIALS COMING INTO CONTACT OR BEING INCOMPATIBLE WITH CUSTOMER'S EXISTING HVAC, PLUMBING, ELECTRICAL AND OTHER SYSTEMS OR THE INSTALLATION OF THE INSTALLATION MATERIALS. If Customer has selected to use spray foam, Customer agrees NC FOAM PROS is not responsible for any overspray on any surface, materials, equipment, or other objects left in the area where foam application is meant to occur. The Customer understands that certain applications of spray foam may require a covering in order to meet fire/building code and/or control moisture vapor transmission. The Customer accepts responsibility of complying with all further local, state, or federal requirements, code compliance issues, or any other consequential requirements of applying spray foam. NC FOAM PROS is not responsible for any injuries to any persons visiting, working, and/or inhabiting the worksite. Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations and/or exclusions may not apply. IN THE EVENT THAT THE ABOVE REFERENCED LIMITATION OF LIABILITIES AND/OR DISCLAIMER OF WARRANTIES ARE PROHIBITED, THE PARTIES HEREBY AGREE THAT THE LIABILITY OF NC FOAM PROS AND ITS RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. If Customer has selected to use spray polyurethane foam, all persons, including, but not limited to, homeowners, inhabitants, tenants, guests, invitees, contractors, subcontractors, inspectors, or anyone not wearing the appropriate protection equipment is not permitted to access or inhabit the space for a minimum of 8 hours after application.



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- **6. ENERGY SAVINGS DISCLAIMER.** Energy Savings vary depending upon several factors and field conditions beyond NC Foam Pros control. Therefore, NC Foam Pros makes no representations, warranties, or assurances as to the comfort and energy saving claims associated with the products and/or services provided herein.
- **7. FORCE MAJEURE.** In the event that NC FOAM PROS is delayed or hindered in, or prevented from, its performance of any obligation of this Agreement as a result of strikes, lockouts, shortages, or failure of supply of labor, fuel or materials, acts of God, causes associated with weather, acts or requirements of any public authority, enemy act, act of war, act of terrorism, civil disorder or commotion, fire or other casualty, or any other cause or circumstance beyond the reasonable control of NC FOAM PROS, then the performance of such obligation shall be excused for the period of such delay, hindrance or prevention and the period for the performance of such obligation shall be extended by the number of days equivalent to number of days of such delay, hindrance or prevention.
- **8. NC FOAM PROS QUOTE.** The NC FOAM PROS Quote set forth on the front page is incorporated herein and subject to Customer's execution and acceptance of these Terms and Conditions of Sale. Any Quote that is older than seven (7) days may be subject to price changes, if applicable, when converted to an invoice. (See #15 For Final Quote & Additional Costs)
- **9. MINIMUM DEPOSIT.** To secure your appointment for NC FOAM PROS to perform the services contained herein, a **minimum, non-refundable deposit of 50% project total is required at the time of signing this Agreement for all non financed projects.**
- a) Commercial Projects. 50/30/20 payment structure for existing clients 50% deposit, 30% upon completion 20% upon passed insulation inspection or 14 days whichever comes first. New commercial clients/Builders are subject to 80/20 payment schedule 80% Non refundable deposit, 20% upon immediately upon Insulation completion unless stated otherwise in a payment schedule revision.
- **10. PAYMENT TERMS:** **The "Balance Due Upon Completion" is immediately due and payable upon completion of the work as set forth herein. Should Customer fail to timely pay the "Balance Due Upon Completion" in full, interest will be charged on all outstanding amounts at the greater of: (i) 1.5% per month (18% APR); or (ii) the maximum statutory interest rate permitted by applicable law. By submitting any payment via credit/debit card or ACH through our quoting or invoicing platform, you authorize NC Foam Pros to securely store your payment method on file. This stored payment method may be used to process any remaining project balance upon completion of services, or in accordance with the agreed payment schedule. All payments are processed securely. This authorization remains in effect until the outstanding balance is paid in full. Terms apply and this cannot be combined with any additional discounts.**





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**11. DISPUTE RESOLUTION AND LEGAL VENUE:** NC Foam Pros and Customer agree to use their respective best efforts to resolve any disputes. In the event of a legal dispute, the parties agree that any legal action will be brought exclusively in Franklin County, NC Court. Customer agrees to reimburse NC Foam Pros for all reasonable attorney fees, court costs, and associated legal expenses.

**12. ENTIRE AGREEMENT.** This Agreement, together with the NC FOAM PROS Quote, any Installation Requirements and Disclosures, and any Technical Data Sheets (and any schedules and exhibits attached thereto), constitutes the final, complete and exclusive agreement between the parties with respect to the services or products described herein, and supersedes any prior or contemporaneous oral or written agreement, proposal warranties and representations. This Agreement prevails over any conflicting or additional terms of any quote, order, invoice, or other communications, whether written or oral.

**13. SEVERABILITY.** If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions.

In the event of any legal proceedings, if any part of these Terms and Conditions is deemed unenforceable and NC Foam Pros prevails in such proceedings, the client agrees to reimburse NC Foam Pros for all reasonable attorney fees, court costs, and other legal expenses incurred in a Franklin County NC court.

**14. SPECTATOR POLICY.** At NC Foam Pros, we take pride in our work and welcome customers to check in and observe our team while they work. However, if a customer remains present for the majority or entirety of the installation, a \$500 Spectator's Fee will be applied. This is due to the fact that our employees tend to work slower when being closely monitored over their shoulders, which can impact efficiency and project timelines.

We encourage open communication, so at any time, feel free to ask about the work being done. One of our technicians will be happy to pause and explain the process to ensure you are informed and comfortable with the progress.

**15. FINAL QUOTE & ADDITIONAL COSTS.** The agreed-upon quote serves as the final price for the project unless unforeseen circumstances arise that require additional materials or labor not accounted for in the original estimate. If such situations occur, NC Foam Pros reserves the right to address these additional costs with the customer before proceeding.

In these cases, a revised invoice will be provided, and the customer is expected to pay the full updated amount with no exceptions. Our goal is transparency and fairness in all projects, ensuring both parties are aligned on any necessary adjustments.



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**16. EPOXY FLOORING IMPERFECTIONS DISCLAIMER.** Epoxy flooring is a handcrafted application, and due to the nature of the materials and installation process, all floors may have minor imperfections such as air bubbles, color variations, roller marks, or slight texture differences. While NC Foam Pros takes every precaution to ensure a smooth and professional finish, it is impossible to guarantee a 100% flawless surface. By proceeding with an epoxy floor installation, the customer acknowledges and accepts that minor imperfections are a normal part of the finished product. NC Foam Pros is not responsible for any perceived or natural imperfections that arise during or after installations.

**17. ELECTRONIC SIGNATURE.** This Agreement may be executed in separate counterparts with different parties signing different counterparts so long as each party signs one counterpart. A party's execution or delivery of this Agreement, or any other document relating to the transactions to be consummated hereunder, may be evidenced and effected by electronic signature, which will constitute a legal, valid and binding signature and have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, or email electronic signatures. The parties hereby consent to the use of security procedures established by any third party electronic signature capture service providers as may be chosen by NC FOAM PROS. The validity and enforceability of this agreement will be interpreted in accordance with the laws in the state of North Carolina applicable to agreements entered into and services performed in the state of North Carolina. If we must retain attorneys for any reason, we will be entitled to reasonable attorney fees, court costs, administrative fees and interest at the maximum rate permitted by law.



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By signing below, Customer accepts the NC FOAM PROS Invoice and NC FOAM PROS Terms and Conditions of Sale

. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY:

Service Recipient Name: \_\_\_\_\_

Company/Position (IF Applicable) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_