

## **TERMS AND CONDITIONS OF CONTRACT**

These Terms and Conditions are part of the contract documents for any transaction between Garrison city LLC , or GCHVACR (collectively “Legal Name”) and any construction, installation, or service customer (“Customer”) with whom GCHVACR agrees to perform work. These Terms and Conditions supersede any other contracts or documents and where a conflict exists between these Terms and Conditions and any other contract document, these Terms and Conditions shall govern. This proposal may be withdrawn by GCHVACR at any time prior to receipt of notice of acceptance by GCHVACR's Customer and/or if it is not approved by a properly appointed officer of Garrison city LLC , or GCHVACR's official registration number with the Department of Consumer Protection can be obtained from the NH Office of Attorney General's Bureau of Consumer Protection by email or calling within NH 1-603-271-3641. Registration does not imply endorsement.

**Price and Payment** Prices quoted by GCHVACR are good for 30 days only. Customer agrees to pay all invoices rendered by GCHVACR for work performed on behalf of Customer. Payment in full is due from Customer upon completion of the work in all cases. At the sole discretion of GCHVACR payment may be submitted within 15 days of issuance of an invoice for commercial construction or installation work if GCHVACR has an approved credit application on file. Unless otherwise stated, GCHVACR shall have the right to demand payment Cash On Delivery or payment for equipment upon receipt of equipment or fabri-

cation of materials by GCHVACR for any project. Customer agrees to pay interest at a rate of 2% per month and a penalty of 2% per month for any overdue payment and to pay GCHVACR's reasonable attorneys' fees for collection of unpaid balances. Furthermore, failure to pay in full for any work shall allow GCHVACR to cease work on this or any other work for Customer or Owner and to post notice at all work sites without liability. In the event of non-payment, GCHVACR may, without prior notice, remove all workmen and stored material from the project site. No credit or offset by customer shall be permitted when service or work is refused for non-payment. All work furnished, lost profit, and costs of handling shall be due immediately upon invoice by GCHVACR without liability to replace any equipment.

**Personal liability** The individual executing this Agreement agrees to be PERSONALLY LIABLE for all monies due to GCHVACR despite the existence of any corporate entity or other potential limitation; and Customer agrees that any affiliate now or hereafter existing shall be liable jointly and severally with Customer for amounts due under this Agreement, including any interest, penalties, or attorneys' fees assessed for non-payment.

**Title to Equipment** Title to all equipment and materials provided by GCHVACR under this Agreement shall not pass to Customer until payment in full has been unconditionally paid to and received by GCHVACR. GCHVACR shall have a security interest in the equipment, parts, and materials installed for customers

until payment in full is received by GCHVACR and Customer acknowledges this security interest by signing the contract documents, including the reverse side of this Agreement. This secured interest shall apply for all purposes, including any bankruptcy or against any person claiming any interest in or to the goods or equipment. In the event of non-payment, Customer also grants GCHVACR an unhindered right of entry onto the premises at which the work is being performed to remove all materials or supplies placed by GCHVACR.

**Security** It is hereby agreed that a posted notice, a form UCC-1, or other public filing may be made as evidence of a security interest in the equipment and/or retention of title to the equipment by GCHVACR until paid in full. By signing this Agreement, Customer consents to and acknowledges GCHVACR has a security interest in any equipment provided and/or installed by GCHVACR.

**Scope, Changes, and Substitutions** GCHVACR will perform the scope of work on the reverse side of these Terms and Conditions or as otherwise agreed in writing for the agreed upon price. Purchaser acknowledges that it has made the choice as to equipment size and specification and that GCHVACR has followed those instructions. Customer assumes liability for recommendations made by GCHVACR that are not accepted. If GCHVACR has made the equipment size and specification determination, then the same is based upon the information provided by Customer to GCHVACR and is not an independent evaluation. Unless otherwise set forth herein, GCHVACR re-

serves the right to make substitutions of equal equipment, supplies, or materials without prior approval of Customer. Any and all changes to the work, set-offs, deductions, or other changes to the work must be agreed to in writing by GCHVACR to become enforceable. Failure to make full payment for changes in the scope shall be cause for termination by GCHVACR. If the work cannot be finished by GCHVACR within 2 months of the date of the proposal due to causes outside GCHVACR's control, Customer agrees to pay GCHVACR the total cost associated with the extra work plus 15% of that extra cost as overhead and profit.

**Insurance** GCHVACR shall purchase and maintain general liability insurance to cover all personal injury or damage to tangible property in an amount of not less than \$50,000. A certificate of liability insurance can be provided upon request.

**Access to the Property** Purchaser grants to GCHVACR a right of unhindered entry into the property where the work is to be performed to deliver or collect materials, tools, or equipment and/or to perform its work. This right shall not be terminated by a single use, but shall authorize multiple entries as when and where required, with no liability for damage.

**Termination** GCHVACR shall have the right to terminate this Agreement for cause; cause shall include, but not be limited to, non-payment or any other breach of these Terms and Conditions. In the event of termination of the Agreement, GCHVACR shall be entitled to the value of all

services provided or incurred, including but not limited to design, installation, handling charges and administrative and collection costs and expenses. In the event that a breach is due to non-payment by purchaser or other cause not entirely caused by the acts or omissions by GCHVACR, GCHVACR shall also be entitled to its lost profit for the project.

**Site Conditions** All bids and/or proposals presume the existence of suitable conditions for the placement of all equipment, goods, and work required to be installed by GCHVACR and the existence of conditions as per plans. It is also presumed that access shall be granted by Customer or property owner in a method suitable to allow unhindered access to the work area for delivery of all materials and work by all persons required to perform the work herein contemplated and to perform such work only on normal business days, during usual business hours, and within the usual scheduling of GCHVACR. Any variances in the conditions shall require additional payment to be made by the Customer as shall be determined by GCHVACR based upon the conditions encountered and actual and administrative costs incurred. This includes delays or changes in the scope of work caused by Customer, property owner, or other contractors working on site.

**Warranties** ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED AND WAIVED BY THE CUSTOMER. All materials, parts, and equipment are only warranted by the manufacturers or suppliers as provided for by manufacturers or suppliers in writing. GCHVACR warrants the labor performed by GCHVACR for 90 days or as otherwise indi-

cated in writing. GCHVACR makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of GCHVACR. No warranty for equipment, materials, or labor, whether written, implied, or otherwise, shall apply until GCHVACR has been paid in full. All warranty periods begin at the time of substantial completion.

**No Consequential Damages or Damages for Delays** In no event shall GCHVACR be responsible for any damages related to delay, including but not limited to delay due to unavailability of materials or labor or for any circumstances beyond GCHVACR's direct control. A work stoppage is outside its control. Similarly, GCHVACR shall not be liable for any consequential damages or loss suffered by Customer or any other persons as a result of its performance or failure to perform under this Agreement or otherwise.

(Signature) \_\_\_\_\_