

Terms and Conditions for Installation Services

I. Preliminary Terms

Section A: Project Definition The general project description is contained in the attached document and related documents, hereafter referred to as the "Proposal."

Section B: Scope of Work The specific work to be performed by the Contractor is the installation of the specified system as outlined in the Proposal.

Section C: Payment Limitation The total amount to be paid by the Owner for the project shall not exceed the total specified products in the Proposal, except in the event of items added onsite or the approval of a written change order by the Owner.

Section D: Progress Payments Progress payments will be made according to the defined payment schedule. Equipment will not be ordered until the equipment deposit has been submitted. Fulfillment times are subject to construction schedules and the lead times required for the delivery of ordered equipment.

Section E: Payment Terms and Expiration Payment is due immediately upon invoicing. Any unpaid balance remaining 10 days after the invoicing of completed tasks shall bear simple interest at a rate of 1.5% per month. This Proposal expires 30 days after the date stated on the agreement. No work will be scheduled without a deposit and a signed copy of this agreement. All drawings and specifications are contingent upon the signed agreement and a retainer.

Section F: Retro-fit and Remodel Provisions For projects of a retro-fit or remodel nature on an existing structure, if the scope of work exceeds the estimated time due to unforeseen circumstances, the Owner agrees to be invoiced at a specific labor rate of \$150 per technician, per hour, for all labor involved in completing the job. This rate is a specific carve-out for unforeseen retro-fit labor and is distinct from standard service rates.

Section G: Product Availability and Obsolescence The Contractor reserves the right to replace proposed models with comparable models of equal or greater value in the event of product obsolescence, discontinuation, or unavailability, subject to customer approval. Contractor is held blameless and shall not be held responsible or liable in any way for product unavailability, discontinuation, or software incompatibility.

II. Standard Provisions

Section 1: Contract Documents and Details The contract documents consist of this agreement, general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. The costs associated with related work or materials—including, but not limited to, electrical, drywall, painting, and cabinetry—are not included unless specifically documented in the Proposal. The Contractor is not responsible for underground trenching or the supply and installation of conduit for outside wiring.

Section 2: Time Time is of the essence regarding the completion of tasks. If the Contractor is delayed by Owner change orders, fire, labor disputes, schedule conflicts, acts of God, or other causes beyond the Contractor's control, the completion schedule shall be extended by the duration of the delay. All such time will be documented and invoiced in accordance with the agreed-upon labor for the project.

Section 3: Payments and Completion The Payment Schedule is a guideline and approximation. Because the Contractor performs testing and "burn-in" procedures on equipment before delivery where applicable and if possible, all components must be paid for in full before they are delivered to the job site. Payments may not be withheld under any circumstances. Final payment is due immediately following the completion of the project.

Section 4: Insurance The Contractor shall purchase and maintain insurance necessary to protect against claims under workers' compensation and from any damage to the Owner's property resulting from the execution of this contract.

Section 5: Changes in the Contract The Owner may order changes, additions, or modifications in writing without invalidating the contract. The Contractor shall provide a written report of additional costs or cost reductions resulting from such changes within 15 working days. Change orders must be paid in full upon acceptance and do not alter the existing payment schedule. Any change orders affecting system design will require a design addendum and a \$400 design addendum fee. Contractor is held blameless and shall not be held responsible or liable in any way for product unavailability, discontinuation, or software incompatibility.

Section 6: Product Return Policy Equipment for this project is custom ordered or built specifically for the project. Qualifying custom-ordered equipment returned will incur a 15% restocking fee. All custom-built items or equipment modified to meet unique project specifications are non-returnable and non-refundable.

III. Warranty and Service

Section 7: Lifetime Workmanship Warranty

7.1 Scope of Warranty: The Contractor provides a Lifetime Workmanship Warranty on all new installation services. "Workmanship" is strictly defined as the physical integrity of the installation, including

the security of equipment mounts, equipment rack assembly, and the structural integrity of cable terminations.

7.2 The "Line in the Sand" (Exclusions): This warranty applies only to physical installation labor. It does not cover:

- **Equipment Failure:** Manufacturer-warranted equipment remains subject to the manufacturer's specific terms. Labor and trip charges for resolving equipment-related claims remain billable.
- **Technological Obsolescence:** Contractor is held blameless for product unavailability, discontinuation, software incompatibility, or the failure of third-party platforms to integrate with aging hardware.
- **External Damage:** Damage caused by environmental factors, pests, moisture, or third-party construction.

7.3 Sole Source & Anti-Tamper: This lifetime guarantee is contingent upon the Contractor remaining the sole service provider for the system. Any manipulation, unauthorized work, or service performed by a third party or the Owner immediately and permanently voids all workmanship guarantees.

7.4 Service & Trip Charges: If a service event is determined to be the result of a workmanship failure (as defined in 7.1), the labor and trip charges will be \$0.00. If the issue is determined to be equipment failure, software issues, or user error, standard labor rates will apply.

7.5 Documentation of Completion: The Lifetime Workmanship Warranty commences only upon "Final Completion." This status is granted once the project has passed the Workmanship Certification SOP, which includes physical stress tests and the Visual Evidence Mandate, requiring front/back rack photos and head-end termination photos for archival verification.

Section 8: Service Level Membership Options The Owner reserves the right to participate in any service level membership package offered by the Contractor. Benefits and features, which may include discounts and regular system analysis, vary by package and can be provided in writing upon request. If no membership is selected, service will be provided under the standard Terms of Service guidelines, and all support time will be billable.

IV. Specialized Disclaimers

Section 9: 3rd Party HVAC Integration Disclaimer The Contractor will provide proposed hardware for integration but will not perform the physical installation of any thermostat. The customer must engage a certified HVAC technician to perform thermostat installation. The Contractor's responsibility is limited to the communication between the integrated thermostat and the integration controller. All HVAC system issues require service by a certified HVAC contractor.

Section 10: Subscription Requirement for Control Systems To access all features of control systems, such as Control4 and Josh AI, an annual subscription is required. These subscriptions ensure continuous access to updates, support, and enhanced functionalities. These services are billed directly by the manufacturer and are necessary for the continuous updates and support of the systems.