

Terms & conditions

The following terms and conditions form the Terms of Services between Jeff Adkins (Supplier) and Customer Name (Customer). By accepting the estimate, Customer confirms that they have reviewed and agree to the terms and conditions below. The terms of the services to be performed and materials outlined in the estimate are hereby incorporated by reference to become part of the contract.

The Customer will have a period of fifteen (15) days to accept an estimate. Estimates not accepted within the fifteen (15) day period will be deemed rejected. Subsequent estimates may be higher to account for any increase in material and labor costs.

Authority

The parties executing this document warrant that they have the necessary authority to enter into a legal and binding agreement on behalf of the entities named in this agreement.

Fees

The Customer agrees to pay the Supplier the Fees as outlined in the Services section on the terms of this Agreement.

Any deposits paid in advance of rendering services shall be non-refundable deposit. Customer shall deliver to Supplier a non-refundable deposit that will be applied towards the total cost of services outlined in the estimate. The amount of the non-refundable deposit will be noted in the estimate. The non-refundable deposit will serve as liquidated damages.

Where a deposit is indicated, the deposit must be paid by the Customer before the Supplier commences work unless parties mutually agree in writing to modify this provision. Commencement of work (or specific performance) begins once the Supplier orders, purchases, picks up, or arranges delivery of supplies, hardware, or tools for the project or service outlined in the service agreement.

Where the parties have agreed to a schedule of payments, the scheduled payments must be paid on or before the dates or milestones identified.

Where Supplier is obliged to charge, pay or account for a value added tax, goods and services tax, sales tax or other similar consumption tax or is subject to any customs, import, tariff or similar duty as part of providing the goods or services, the invoiced price shall be increased by the amount of such tax or charge.

Expenses

In addition to the fees, the Customer will reimburse the Supplier for third party expenses that it incurs in providing the Services, where

- (a) the expenses are shown in this Agreement; or
- (b) the Supplier has disclosed the expenses to the Customer and the Customer has agreed to reimburse them.

The Supplier will show any expenses separately on its invoices.

Payment Terms

Payments are due upon completion unless the parties agree otherwise. Invoiced payments are due and payable upon receipt.

Overdue Payments

Invoices not paid within 15 days will incur a late fee of \$100 each month until Customer pays the invoice in full, unless modified in writing by mutual agreement. Any checks or payments returned for insufficient funds will be considered overdue and subject to late fees as outlined above and returned check fee of no more than \$50.00.

Customer will pay any and all legal expenses, such as court costs and attorney fees, incurred by Supplier to collect unpaid invoices and/or any outstanding debts.

Term & Termination

The agreement becomes legal and binding once the Customer accepts the estimate. Once accepted, the Supplier will schedule a start date. Customer may cancel this agreement seven days prior to the scheduled start date. If Customer cancels with less than seven days advanced notice, the Customer will be charged a cancelation fee up to \$300.

If the Customer cancels the agreement after specific performance has begun Customer will be responsible to pay the entire estimate cost. Specific performance shall include but is not limited to any actions taken by Supplier in preparation to perform or during the performance of the work to be completed such as purchasing materials, equipment rental, and project planning.

If Customer delays the start date more than one month, Supplier may adjust the estimate to reflect any price increases for supplies or materials needed to complete the work.

Except as otherwise provided in this contract, the Supplier will have complete control over working time, methods, and decision making about the provision of the project understanding by the contract. The Supplier will work autonomously and not at the direction of the Customer. However, the Supplier will be responsive to the reasonable needs and concerns of the Customer.

Customer will be charged \$200 per day for any completion delays caused by the Customer.

Changes

Any changes to the terms of this Agreement, or material variations to the Services or Fees, must be approved in writing by both parties before the changes come into effect.

Limitation of Liability

To the full extent permitted by law, the Supplier's liability for any breach of this Agreement, is limited to (at the Supplier's discretion):

- a) re-supplying the relevant goods or services;
- b) paying the reasonable costs of re-supplying the relevant goods or services; or
- c) refunding the amounts that the Customer has paid to Supplier for the relevant goods or services.

The Customer agrees that:

- a) the Supplier is not liable for any loss of profits, loss of goodwill, lost opportunity or any other special, punitive, economic, indirect or consequential loss or damage;
- b) the Supplier's liability is capped at the amount of the Fees paid by the Customer; and
- c) the Supplier's liability is reduced proportionately to the extent the Customer's acts or omissions caused or contributed to the loss or damage for which the Supplier is liable. These limitations and exclusions apply to the fullest extent allowed by law, and whether the Supplier is liable in contract, tort (including negligence), under statute or otherwise.

The Customer must advise the Supplier of any risks, hazards, or safety guidelines required in relation to undertaking the Works.

Warranty

The Supplier warrants to the Customer that:

- a) We will perform our Services in a professional, workmanlike manner, consistent with industry standards and exercising all due care, skill and judgement; and
- b) any goods or products we supply are fit for its intended purpose, are of merchantable quality and are free from material faults and defects. These (and any other specific warranties set out in this Agreement) are the only warranties provided by the Supplier.
- C) Supplier will not warrant any supplies or materials purchased or provided by Customer.

Photographs or Videos

Supplier may take pictures or videos of work in progress or completed projects to use in advertising materials and/or posts on social media. Supplier will respect Customer's right to privacy and agrees not to use or post pictures if Customer requests in writing that Supplier not use photographs or videos of work performed that their residence.

Non-solicitation

During the Term of the Agreement and for a period of six (6) months thereafter, the parties or its customers related to Project shall not, directly or indirectly, solicit, hire, employ or enter into a contract with any employee(s) of the other party associated with providing or managing the provision of the Works, except as otherwise provided in this Agreement. Either party may be released from this employment restriction if the parties mutually agree in writing to waive the employment restriction.

Force Majeure

Neither party will be liable for failing to perform its obligations under this Agreement (except for an obligation to pay money) where the failure or delay in the performance of the terms of this

agreement due to an event beyond the reasonable control of the party, including without limitation, strikes, work stoppages, accidents, illness, acts of war, or terrorism, civil or military disturbances, natural catastrophes, or acts of God, and interruptions, loss of malfunctions of utilities, communications or computer services. The affected party must promptly notify the other party of any such event and use all reasonable efforts to mitigate the effect and duration of the event. If such an event continues for more than one month then either party may terminate this Agreement.

Governing Law

This Agreement is governed by the laws of the State of the West Virginia. The Parties irrevocably submit to the exclusive jurisdiction of the courts of West Virginia. No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

Waiver of Rights

Both parties agree that no right conferred on either party under this Agreement is deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

Entire Contract

This Agreement and terms outlined in the estimate and these terms and conditions make up the whole Agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all oral and written negotiations by or on behalf of either party.

Any amendments to this Agreement must be in writing and signed by both Parties
Enforceability

If part or all of any clause of this Agreement is illegal, invalid, or unenforceable it will be read down to the extent necessary to ensure that it is not illegal, invalid, or unenforceable, but in the event that is not possible it will be severed from this Agreement and the remaining provisions of this Agreement will continue to have full force and effect, and the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' original intention in relation to the subject matter severed.

Notices

Any notice to be given under this Agreement must be in writing, in English, and may be given to the other party by email. Any notice will be deemed to be received the next business day after it is given.

Interpretation

In this Agreement, unless the contrary intention appears:

- a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- b) the singular includes the plural and vice versa;
- c) other grammatical forms of defined words or expressions have corresponding meanings;
- d) a reference to a clause, document or agreement, including this Agreement, includes a reference to that clause, document or agreement as novated or amended from time to time;
- e) a reference to a statute, ordinance or by-law includes regulations and other instructions under it and consolidations, amendments, re-enactments or replacements of any of them;
- f) a reference to a party includes executors, administrators, permitted assigns and successors of that party;
- g) 'including' means 'included without limitation';
- h) and a reference to dollars or currency means dollars of the Supplier unless otherwise stated as another local currency.