

TERMS AND CONDITIONS

1. Definitions: Where the context permits, the following words shall have the meanings indicated: "SERVICE" means the installation, inspection, servicing, reconditioning, start-up, alteration, repair, replacement, or correction of equipment, or a part thereof, or assistance with respect thereto described on the Contract. "CUSTOMER" means the person, partnership, company, or corporation purchasing Service hereunder.

2. Scope of Work: The Service, as described in this Contract, shall be governed by these Terms and Conditions. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Peaden's rates then in effect) over the sum stated in the Contract. Peaden will not be required to move, replace, or alter any part of the building structure in the performance of the work, **including, without limitation, drywall or concrete that may be damaged to carry out the Work.**

3. Duration of Offer: Peaden offers to sell the Service(s) specified in the Contract upon the terms and conditions specified herein. This offer is subject to and conditioned upon acceptance by Customer within **fifteen (15)** days from the date of the Contract unless sooner revoked by Peaden prior to acceptance. Failure to accept the offer in that time shall constitute a rejection of the offer, which shall no longer be able to be accepted. Customer shall indicate its acceptance of this offer by executing and returning the Contract or by sending its acceptance or confirmation by email, or by directing Peaden to commence Service in any manner, by accepting Service, or by making payment for all or any part thereof. These Service Terms and Conditions, together with Peaden's Contract, shall constitute the entire agreement of the parties and shall not be modified except by written change order issued and signed by Peaden. No prior representations, inducements, promises, or agreements between the parties, oral or written, not embodied herein shall be of any force or effect and any prior representations, inducements, promises, or agreements are hereby revoked and superseded. No terms stated by Customer in accepting or acknowledging this offer or otherwise shall be binding except as expressly incorporated herein by Peaden. Customer is hereby notified of Peaden's objection to and rejection of additional or different terms in Customer's purchase order, acknowledgment, or other forms. **THIS OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN.**

4. Compensation, Invoicing, And Payment: In consideration for the Service rendered hereunder, Customer shall pay Peaden the total amount specified in the Contract. Peaden shall invoice the Customer for all charges incurred as set forth in the Contract and such invoices shall be due upon receipt. Where applicable payment terms of half down and half upon completion of work. Billable customers shall make all payments within thirty (30) days following the issue date of the invoice. Delinquent accounts are subject to interest at the rate of 1 1/2% per month, but not in excess of the maximum rate permitted under applicable law.

5. Warranty: a. Services - Peaden warrants the Service rendered for a period of one (1) year from the date of completion that its Service shall conform to standards customary in the profession for services of a similar nature.

b. Parts and Materials - Peaden warrants that all parts and materials supplied pursuant to said Service shall be free from defects in material and workmanship for a period of one (1) year from the date of completion of the Service. All Service parts and material supplied by Peaden but not installed by Peaden personnel shall be warranted for ninety (90) days from the date of shipment, provided the parts are properly installed and maintained, used for the purpose intended, and used and tested in accordance with the instructions of Peaden.

c. Remedy - Should any nonconformity with this warranty appear in such parts and material during the term of this warranty, upon timely notification by Customer and Peaden's opportunity to inspect the parts and material and verify the nonconformity, Peaden shall, at its option, repair or replace the nonconforming part or material. **THIS SHALL BE CUSTOMER'S SOLE REMEDY.**

d. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the term of this Agreement. This warranty is further conditioned upon timely notification any claims by Customer. This warranty is given by Peaden and accepted by Customer in lieu of any and all other remedies, warranties, and guarantees, express or implied, and **IN LIEU OF ANY WARRANTY FOR MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

6. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN THE CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL PEADEN, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE FOR LOSS OF PROFIT, LOSS OF OPERATING TIME OR LOSS OR FOR REDUCTION IN USE OF, ANY FACILITIES (INCLUDING EXISTING FACILITIES) OR ANY PORTION THEREOF, INCREASED EXPENSE OF OPERATION OR MAINTENANCE, EXPENSE OR REPLACEMENT PRODUCTS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE CLIENT AGREES TO LIMIT ANY CLAIM OF LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY ANY NEGLIGENCE OF PEADEN OR ITS AGENTS TO TWO TIMES THE AMOUNT OF THE

ORIGINAL CONTRACT. THE PARTIES AGREE THAT THIS IS A REASONABLE LIMITATION OF LIABILITY.

8.Delay: Peaden shall not be responsible for any delay in performing Service or any loss, cost, or damage arising therefrom, provided such delay is attributable to any causes beyond the reasonable control of Peaden. These causes include, but are not limited to, any act of God or the public enemy; compliance with any order, decree, or request of any governmental authority; act of declared or undeclared war; public disorder; rebellion, sabotage; fire; flood; explosion; accident; riot; delays in transportation, strike; labor difficulty or other concerted act of workmen, whether direct or indirect; inability to obtain necessary fuel, material, or equipment from normal sources of supply; production set-aside; declaration of national emergency; mobilization of industry whereby material and labor required for completion of the Service hereunder are allocated or controlled, or any other cause not within the control of Peaden of which Peaden is unable to avoid by exercise of reasonable care. In the event of any such delay, the time for completion of the Services shall be extended for a time equal to the delay time reasonably attributable to the cause. Additional costs for increased material prices due to the delay may also apply if appropriate at Peaden's sole discretion without change order.

7. Termination: If, following commercially reasonable efforts, Peaden is unable to furnish any parts, materials, or equipment, or acquire technical data required to perform any Service, Peaden may cancel that item or portion of the Services following written notice to Customer. Peaden will refund payment for the portion of Services terminated.

8. Hazardous Substances: Peaden's Service does not include the identification, abatement, or removal of asbestos or any other toxic or hazardous substances, wastes, or materials. Peaden is not responsible for any property damage or bodily injuries which may arise from or be related the presence of hazardous substances. Peaden shall have the right to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

9. Assignment: Customer may not assign, in whole or in part, Customer's interest herein without Peaden's prior written consent.

10. Forbearance: Peaden's waiver of any breach by Customer of any provision contained herein shall not constitute a waiver of any other breach of the same or any other provision. Peaden's rights and remedies under any provision contained herein shall be in addition to and not in substitution or limitation of any other rights and remedies available under applicable law.

11. Claims: Any legal action against Peaden relating to this agreement, or the breach thereof, shall be commenced in a court of competent jurisdiction located in Bay County, Florida. Said county is the exclusive venue for any dispute between the parties. In the event Peaden commences legal action in order to recover any amount payable under this agreement, Customer shall pay all court costs and reasonable attorneys' fees incurred by Peaden. **THE RIGHT TO A JURY TRIAL IS HEREBY WAIVED.**

12. Insurance: Peaden is insured in the event that its work directly causes damage to Customer's property outside of any work required for the Service. Peaden's liability under this agreement is limited to the amounts of its insurance policies. Customer may receive a copy of Peaden's Certificate of Insurance upon written request. With respect to any insurance covering the property where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Peaden, its officers, agents, and employees.

13. Permits. For permits to be closed and the project to be completed, the permitting authority must perform a final inspection. Final inspection shall be scheduled with Customer upon completion of work. If an inspection fails because the inspector does not have access to the work area, Customer shall coordinate with Peaden to schedule the second inspection. All reinspection costs shall be Customer's responsibility and shall be charged to the credit card on file. If Customer does not meet scheduled inspection dates or otherwise causes or allows the permit to expire prior to final inspection, Customer shall pay all costs required and penalties assessed which are necessary to reopen the permit and reschedule the final inspection. Peaden shall have no liability for any permit or inspection fees or any penalties if the permit expires due to Customer not meeting scheduled inspection dates.

14. Headings and Severability: Any headings in this agreement are inserted solely for convenience of reference, shall not constitute a part of this agreement, and shall not otherwise affect the meanings, content, effect, or construction of the agreement. In the event that any provisions contained herein or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions and the application of such provision which it is held invalid or unenforceable shall not be affected thereby, and each provision hereof, notwithstanding any invalidity or unenforceability, shall remain valid and enforceable to the fullest extent permitted by law.

15.Cancellation and Restocking: Customer(s) shall have three days from the date above to cancel this Contract. A 15% Cancellation fee may apply for Cancellation of work where down payment has been received. **THE AGREEMENT between Customer and Peaden, LLC d/b/a Peaden Air Conditioning ~ Plumbing ~ Electrical consists of the Contract pages and these terms and conditions and is the complete agreement between the parties. Customer acknowledges that he/she has read this Agreement in full, understands it, and agrees to be bound by its terms and conditions.**