

## THURGOOD, INC. D/B/A H2O PLUMBING AND HOT WATER SYSTEMS

### SERVICE POLICY

The following policies apply to all service by Thurgood, Inc. D/B/A H2O Plumbing and Hot Water Systems (hereinafter "Seller"):

- Seller's regular hours are 8:00 am to 5:30 pm, Monday through Friday. All other times shall be considered "after-hours".
- Seller will dispatch a 2-man crew in response to service calls for after-hours work, unless otherwise approved by Seller prior to dispatch, and customer will be charged accordingly.
- Service calls received after 3:30 pm will be dispatched as after-hours calls.
- Customer is responsible for the prior removal of all line obstructions including equipment, excessive grease and other foreign objects.

### EXPRESS WARRANTY, DISCLAIMER OF UNSTATED WARRANTIES AND LIMITATION OF LIABILITY

Express Warranty. All labor performed by Seller and charged for on this invoice is warranted by Seller to be free from defects for the following warranty periods:

Sewer service – 10 days

Hydro jet service – 30 days

Boiler service – 90 days

The foregoing warranty periods for labor commence on the date of service and Seller's warranty obligation is limited to providing remedial service during Seller's regular business hours during the applicable warranty period. If during a warranty repair call the labor performed by seller is found not to be defective or is not for some other reason covered by this warranty, Seller's service time expended on and off location will be charged to customer. Customer shall be responsible for operating and maintaining all equipment and facilities installed, repaired, or serviced by Seller in accordance with the manufacturer's instructions or recommendations. This warranty is not transferable.

**THIS WARRANTY DOES NOT COVER** defects or damage caused by or resulting from: (1) modification, alteration, repair, or service by anyone other than the Seller; (2) physical abuse or misuse, including line breaks or stoppages caused by excessive grease or foreign objects; and (3) failing to operate and/or maintain facilities or equipment according to the manufacturer's instructions or recommendations.

**Disclaimer of Unstated Warranties. ANY EXPRESS WARRANTY NOT PROVIDED IN THIS DOCUMENT, AND ANY REMEDY FOR BREACH OF CONTRACT WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS EXCLUDED AND DISCLAIMED.**

ANY WARRANTIES ON THE GOODS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER (S) AND ONLY SUCH MANUFACTURER (S) SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ON ALL GOODS SOLD BY SELLER.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE. SELLER'S LIABILITY IS LIMITED TO THE PRICE PAID FOR THE GOODS SOLD AND LABOR PERFORMED BY THE SELLER.

#### PAYMENT POLICY

Delinquent Accounts. Payment for all goods and labor hereinafter is due upon presentation of invoice and shall be overdue if payment is not received by Seller within 30 days after the invoice date. Overdue amounts shall accrue interest at the lesser rate of 1.5% per month or the maximum non-usurious rate of interest permitted by law until such amounts are paid. Customer will be liable to Seller for all expenses incurred by Seller to collect the unpaid balance, including reasonable attorney's fees and court costs. No warranty service will be performed on delinquent accounts.

Returned Checks. Seller will assess an additional charge of \$35.00 for each returned check.