



Petcosky Fire Protection Service Terms

The Service Work order, together with these Terms and Conditions constitute the agreement ("Agreement") of the parties. This Agreement is for work performed on this Service Order only. If Customer ("Customer") wants the Company ("Company") to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties.

AS A MATERIAL INDUCEMENT FOR COMPANY TO PROVIDE THE SERVICES AND/OR MATERIALS SPECIFIED IN THIS AGREEMENT AT THE PRICE QUOTED IN THIS CONTRACT, CUSTOMER AGREES THAT COMPANY'S LIABILITY TO CUSTOMER AND ALL THIRD PARTIES WITH RESPECT TO ANY CLAIM UNDER THIS AGREEMENT, OR ARISING FROM THE SERVICES AND/OR MATERIALS FURNISHED BY COMPANY, SHALL BE LIMITED TO THE LESSER OF \$1,000.00 OR THE TOTAL CONSIDERATION ACTUALLY RECEIVED BY THE COMPANY UNDER AGREEMENT. THE FOREGOING LIMITATION SHALL APPLY TO ALL CLAIMS REGARDLESS OF THE NATURE THEREOF, INCLUDING CLAIMS ASSERTED AS A BREACH OF CONTACT, A BREACH OF WARRANTY, NEGLIGENCE, STRICT, INDIRECT, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS. If customer desires COMPANY to accept an increased limit of liability for the services and/or materials provided under this contract, COMPANY will provide an alternate price quote reflecting such increased limit, provided, however, that the increased limit shall be effective only upon COMPANY and Customer's execution of a separate writing confirming the same and Customer's payment of the alternate price.

The Company is not responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or (2) corrosion, or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at customer's facility that adversely affects the integrity of the fire protection system.

The Company does not know and does not represent whether the current fire protection system on the Property was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property has been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use are such that the materials (including the presence of hazardous materials) and other conditions of the Property's use are such that the fire protection system is inadequate, insufficient or unsuitable for the Property. THIS AGREEMENT IS NOT A GUARANTY OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to makes these assessments unless specifically indicated.

Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the work as outlined in this Agreement.

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While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection or work. Customer agrees to obtain and shall be solely responsible to maintain insurance for the Property, all contents therein, and/or operations performed within or around the Property to be inspected. Customers agrees to require its insurance policies to be endorsed to waive all rights of subrogation against Company.

This agreement may not be assigned by Customer without the written consent of the Company. This agreement may be signed in counterpart; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.

If payment for work provided in this Agreement is not paid when due, Customer agrees to pay all costs of collection including attorney's fees as well as interest computed at the highest rate allowable by applicable state law.

This Agreement constitutes the entire Agreement of the parties. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.