

TERMS & CONDITIONS

EXECUTION OF THE WORK: Sprinklermatic (“Contractor”) shall endeavor to perform said work by the time provided for herein, but all such dates and durations are estimates. All materials and equipment supplied by Contractor in the performance of this Agreement shall be new and as specified. All design Work provided by Contractor and any and all other designs and intellectual property belong exclusively to Contractor and only a revocable, limited, single use, royalty free license is provided to Owner, so long as Owner complies with all Terms and Conditions and the parties’ Contractor, including, without limitation, timely and complete payment to Contractor.

EXTRAS AND PRICING: Contractor shall be entitled to additional time and additional compensation for additional work if such work is ordered by Owner either verbally or in writing. All prices provided are subject to escalation and an equitable adjustment if the cost to Contractor for any materials or labor exceeds 7% more than the cost of said materials or labor Contractor used when it bid for the Work or as set forth in the Contract. Upon notice of same to Owner, the parties shall endeavor to negotiate a new Contract price. If same cannot be done by mutual agreement within 10 days of said notice, then this Contract may be terminated for convenience by either party and Owner shall pay Contractor the actual cost of the work, labor and materials installed, delivered, in transit or on order, all plus 40% for insurance, overhead and profit on the completed portion of the Work, plus an additional 25% of the value of the incomplete Work.

DELAYS: Contractor shall be entitled to additional Contract time and shall not be responsible for any delay, interference or extra costs or damages with respect to its Work arising out of causes over which Contractor had no direct control, including adverse weather, strikes, materials shortages, unavailability, rationing, COVID, viruses, disease, war, or civil unrest.

INTEREST AND PAYMENT: Invoice due dates are as shown on each invoice and if not shown, then same are due seven days after issuance. Unpaid invoices shall bear interest from the date payment is due at 1.5% per month. Contractor may slow or stop Work or terminate this Contract for cause if any amount due and owing to Contractor is not timely paid.

WARRANTY: Contractor warrants, for a period of one (1) year from substantial completion of Contractor’s Work or as otherwise required by Florida law, that the Work conforms to the requirements of the Contract Documents and applicable codes and that it will be free from defects. This warranty excludes remedy for damage or defect caused by abuse, alterations to Contractor’s Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Contractor agrees, upon receipt of written notice from Owner, to repair or cure any defective or improper Work which appears within one (1) year from the date of Substantial Completion of Contractor’s Work. There are no other warranties provided.

WAIVER OF CONSEQUENTIAL DAMAGES: Except as otherwise set forth herein, Contractor and Owner waive claims against each other for consequential, special, and punitive damages arising out of or relating to this Contract, including any claims arising out of or related to defective or improper work of the Contractor or loss of use, business interruption, loss of opportunity, or lost profits. Contractor may fully discharge any actual or threatened liability upon the payment to Owner of \$5,000.

INDEMNIFICATION: To the fullest extent permitted by law, the parties will indemnify one another from any claim, loss, damages, liability and costs, including but not limited to reasonable attorney’s fees at both the trial and appellate level, caused by any act, omission or default of the other or their agents. However, such indemnification shall not include claims of or damages resulting from gross negligence or willful, wanton or intentional misconduct of the indemnified party or for statutory violations or punitive damages. Contractor’s duty to indemnify shall be in excess of and after all available insurance is fully exhausted by Owner. Contractor is not responsible for the Work, labor or materials once delivered or installed at the work site as it then becomes the Owner’s duty and obligation to safeguard, protect and fully insure all aspects of Contractor’s Work, labor and materials, even if stored and not operational.

COMPLIANCE WITH LAW: Contractor and Owner agree to comply with any and all Federal and State laws, codes and regulations and any and all municipal laws, ordinances and regulations as are applicable to the Work.

TERMINATION: Either party may terminate this Contract for cause after providing the other party ten days’ notice and opportunity to cure. Contractor may terminate this Contract for cause upon Owner’s delay or incomplete payments as called for herein, or Owner’s or Owner’s agents’ failure to timely respond to requests for information (not to exceed 7 days), Contractor’s inability to obtain reasonable and continuous access to the work site, or Owner’s interference with the progress of the Work.

WAIVER OF JURY TRIAL; VENUE; ATTORNEYS’ FEES AND COSTS: This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Florida, United States, without regard to conflicts of laws provisions thereof. Sole jurisdiction and venue for any dispute regarding any claim arising out of or related to this Agreement shall be bought before a court of competent jurisdiction in Broward County, Florida, U.S.A. The prevailing party in any action to enforce or defend this Agreement shall be entitled to recover reasonable costs and expenses, including, without limitation, reasonable attorneys’ fees and costs. **THE PARTIES HEREBY SPECIFICALLY AND IRREVOCABLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO DEMAND A TRIAL BEFORE JURY IN ANY SUCH ACTION.** Failure of Contractor to insist upon strict compliance with any of the provisions of this Agreement, or to exercise any options provided for herein, shall not be construed to be a waiver or relinquishment of Contractor’s right to thereafter require the compliance with any such provision of this Agreement or a waiver of the right of Contractor to thereafter exercise such option but such provision or option shall remain in full force and effect.

ENTIRE AGREEMENT: This Agreement comprises the entire agreement between the parties relating to the Work covered hereby and no other agreement, representation or understanding concerning the same has been made and no oral statement, understandings or agreement shall affect the terms hereof. All reference to “days” shall mean calendar days. This Agreement shall be binding on the parties hereto and their permitted successors and assigns.