

TERMS & CONDITIONS OF AGREEMENT-CONTRACTOR

1. Purchaser hereby accepts the equipment and services described above; agrees to pay Ajax Mechanical Services the amount above in increments of 30% down, and 30%/30% and 10% upon CO. Authorized signature is required prior to work to be scheduled.
2. All equipment and material are guaranteed by Ajax Mechanical Services to be as specified. All work will be completed in a workmanlike manner according to normally accepted practices.
3. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge.
4. Warranty work will be performed during normal working hours, 8:00AM to 4:00PM, Monday through Friday. Job MUST be paid in full.
5. Ajax Mechanical Services shall not be liable for any default caused by events beyond its control, including but not limited to, fire, flood, strikes, accidents, or delays affecting this work or other operations in which it is involved, directly or indirectly.
6. Purchaser shall permit Ajax Mechanical Services reasonable access to the property on which equipment is to be installed. Title to all provided equipment remains with Ajax Mechanical Services until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed sever-able without injury to the freehold. On any payment default by Purchaser, or if in Ajax Mechanical Services judgment, reasonably exercised, its equity appears to be imperiled, then, Ajax Mechanical Services may without further notice enter the premises and remove or resell the equipment, and Purchaser shall be liable for any deficiency or loss sustained by Ajax Mechanical Services in connection therewith.
7. Once equipment is connected at Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall insure same fully to protect all interests of Ajax Mechanical Services, cost of insurance to be paid by Purchaser. Ajax Mechanical Services carries liability insurance and Workman's Compensation Insurance.
8. Ajax Mechanical Services provides a one-year limited labor warranty. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Normal maintenance check-ups and filter replacements are the responsibility of Purchaser. All other warranties, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials used with the services.
9. There are no warranties, expressed or implied, for existing equipment, ductwork, or other materials not installed by Ajax Mechanical Services.
10. Purchaser is responsible for all costs and reasonable attorney fees incurred by Ajax Mechanical Services with any action or proceeding (including arbitration and appeals) arising out of this agreement, including collection of any outstanding amounts due, whether a suit is filed.
11. Except as provided herein Ajax Mechanical Services makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a purpose, Ajax Mechanical Services expressly disclaims all other warranties. Ajax Mechanical Services maximum liability hereunder shall consist of refunding all moneys paid to it by Purchaser hereunder subject to removal and return to Ajax Mechanical Services of all equipment provided

hereunder. Under no circumstances will Ajax Mechanical Services be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this agreement, or the services or equipment provided hereunder.

12. This agreement shall be governed and construed solely according to the internal laws of the State of Colorado, without reference to any conflicts of law