



GADERTECH ELECTRIC SCORP
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SERVICE TERMS AND CONDITIONS

All work ordered is contingent upon unforeseen conditions and/or other unexpected events.

All work is to be performed with quality workmanship and as per the current National Electrical Code (NEC) codes. Customer(s) is to supply all lights, lamps, fans, or any other devices unless otherwise stated. Gadertech electric is not responsible for supplying decorative plates or customized items. As required by the NEC our workmanship is guaranteed for a period of one year from completion date. Gadertech Electric is not responsible for product failure and/or any and all failure from a product manufacturer.

Additional Terms and Conditions

1. Projects shall be billed out as quoted in one of the pricing methods listed below. Any additional projects, material, or labor deemed necessary to complete the project, regardless of circumstances, will be billed as "Time and Material", or as a proposed and signed change to order.
2. Client agrees to pay Gadertech Electric SCORP according to the payment terms listed below without demand within 10 days, or will be subject to additional fees including, but not limited to, 1.5% interest per 30 days.
3. Gadertech Electric reserves the right to request progress payments in addition to the payment plan outlined below for work completed. A detailed invoice shall be submitted for labor billed as "Time and Material" for all hours and/or materials used. The work was priced as a proposed cost; the progress payment shall not be in excess of that amount unless additional work was ordered or deemed necessary.
4. Client agrees that if payment is not made according to the plan, Gadertech Electric has the right to stop all work until such time as payments have been brought to current.
5. Gadertech Electric reserves the right to collect on any past due monies included, but not limited to, collections, credit reporting, lawyers, courts, etc.
6. If collection methods are deemed necessary by Gadertech Electric the client shall be held responsible for any and all fees associated including, but not limited to, attorney fees, court costs, collections fees, interest, etc.

7. Gadertech Electric will be responsible for all material and supplies necessary for the completion for the work outlined below unless otherwise stated on the contract.

8. Client understands that the start and completion dates are subject to change due to, but not limited to strikes, accidents, weather, or delays beyond control.

9. Gadertech Electric reserves the right to use subcontractors, with the understanding that Gadertech Electric SCORP will be responsible for paying the subcontractors upon payment from the client.

10. Gadertech Electric agrees to hold an Insurance and Liability policy worth at least \$500,000.00, which will cover equipment, materials, and all employees and/or subcontractors.

11. Gadertech Electric agrees to remove all debris, equipment, material, etc. from the location upon completion of construction. The area shall be left "broom" clean.

12. "Gadertech Electric" shall not be held responsible for damaged or broken materials, and is not responsible for product warranties.

13. To complete these projects, though not expected, may require holes or may leave holes due to relocating items. This contract does not include provisions for patching, unless otherwise stated.

14. Gadertech Electric retains ownership of any and all material or products used to complete the contract until the project is paid in full. Gadertech Electric reserves the right to remove the equipment if payment is not received.

15. Upon acceptance of the contract Gadertech Electric is granted all rights to the project. If a problem arises and the client wants to release Gadertech Electric the client agrees to pay the total remaining balance of the contract and any additional work ordered, or the settlement agreed upon by Gadertech Electric.

16. All pricing subject to change without notice. If pricing changes, all projects accepted by the customer within 20 days prior to the change shall be considered "grandfathered" and will not be subject to the price change. Any additional work ordered or deemed necessary for completion of current projects, or future projects are subject to price changes.

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provisions of this agreement.

A. Pricing Methods

1. Time and Material

Final cost shall be determined by totaling all labor and all material supplied by Gadertech Electric. Labor shall be billed in 4 equal periods per hour (15 min. ea.) If the project should end between a period that labor will be rounded to the next equal period. Labor charges shall be totaled from the time of dispatch to the time of completion. Travel time to the project will be included in the labor rate, but shall not exceed the travel time from the “shop” to the project location. Gadertech Electric has a minimum \$100.00 labor charge for all projects.

Gadertech Electric Current Labor Rates

Class A Technicians (defined as lead installer, journeyman, master) \$125.00/per hour.

Class B Technicians (defined as standard installer, helper, assistant) \$75.00/per hour.

2. Estimates

An estimate is an accurate assessment is an accurate assessment of the projects requested. All work ordered under an estimate shall have the final cost determined as outlined under “Time and Material.”

Definition: to form an approximate judgment or opinion regarding the worth, amount, size, weight, etc., of; calculate approximately.

3. Proposals

A proposal is an agreed upon total cost for the work as outlined in the agreement. Only the items in the original proposal are included in the total cost. (refer to terms and conditions.)

Work Ordered

(Price Type)

All Material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted by the date listed on the agreement for above work and completed in a substantial workmanlike manner with the payments to be made as specified.

Any alterations or deviations from work specifications involving extra costs will be executed as “Time and Material” or as an agreed upon change order. And will become an extra charge over and above the original agreement. All agreements contingent upon strikes, accidents, or delays beyond control.