

## TERMS

NET CASH UPON COMPLETION for individual jobs; contracts which are in course are carried over from month to month shall be payable on the 10th day of each month to extent billed; NO RETENTIONS ALLOWED unless specifically prescribed and agreed to in writing under specific contract. Disputed items or minor repairs must be brought to the attention of MER ENTERPRISES,LLC. within 10 days in writing. 2% each month will be added to unpaid past due balances on last day. Should it become necessary to place this account in the hands of an attorney for collection, the buyer agrees to pay any costs of collection including but not limited to reasonable attorney's fees whether or not suit is filed, based on the unpaid balance. No work will progress for contractors if outstanding billing items exceed 30 days, or payment otherwise appears in jeopardy.

## CONDITIONS

- 1.) All agreements are conditional upon strikes, accidents, proper working conditions being provided by contractor, acts of government, acts of God, availability of specified materials, or other delays or conditions beyond our control.
- 2.) No back charges, extras, or pro-rata expense charges are to be made against seller unless specifically agreed upon in writing prior to incurring such expense. Any labor ordered other than normal working hours is to be paid to MER ENTERPRISES,LLC. at overtime rate plus overhead & profit. All repairs per MER ENTERPRISES,LLC. standard T&M, E. W. O.
- 3.) Jobs not ready for work when ordered for a specific date may be subjected to a minimum charge by seller of \$ 200.00 and up.
- 4.) Workman's Compensation, liability and property damage insurance furnished per our standard.
- 5.) On installed jobs requiring same, sales tax on materials only, already included.
- 6.) All work to be performed in accordance with manufacturers' recommendations and/or standard practices of the trade. MER ENTERPRISES,LLC. guidelines for repair and application is an integral part of contract.
- 7.) Title to materials, whether installed or not, shall remain with the seller until 100% paid for.
- 8.) Where applicable, purchaser will receive (or permit us to receive), near the site of work, and properly protected from damage or loss, the materials for carrying out this contract, and allow us free and reasonable use of light, heat, water, electrical power, elevators, hoists, etc., necessary to perform this contract.
- 9.) All oral or written agreements, statements or representations made by or on behalf of MER ENTERPRISES,LLC. are expressed or superseded by this proposal. This contract contains in writing and in print the entire contract between the parties thereto. No warranties or guarantees expressed or implied, are made by seller except those set forth in this contract...specifically, MER ENTERPRISES,LLC. does not accept any sub-sequential damages.
- 10.) If the course of this contract extends beyond 3 months, actual material price escalations + 25% overhead may, upon written notice, be added thereto without jeopardy of contract to seller.
- 11.) This proposal is subject to written acceptance within 10 days of its date and will become binding upon us as a contract when finally approved by a corporate signature.
- 12.) This contractor does not accept the responsibility for any work being left out or unapproved having been covered by any other contractor. Consequential damages to seller or assigns not allowed.
- 13.) MER ENTERPRISES,LLC. warrants to perform a workmanlike job using quality materials consistent with contract requirements; however, because of material shortages, or otherwise, substitutions may be made at MER ENTERPRISES,LLC's option, provided equivalent values are provided.
- 14.) Costs of permits not included unless otherwise indicated in writing.
- 15.) The terms of this contract shall be governed by laws of the State of Florida or state of application as in best interest of seller.
- 16.) The person who signs this contract on reverse, or who accepts by verbal implication, Article 19, corporate, personal, or otherwise, accepts full legal responsibility for payment of all moneys due under the terms of the contract. Without offset, the signer waives benefit of homestead exemptions as to this debt and waives demand, protest, notice of presentment, notice of protest and notice of nonpayment and dishonor and also agrees to pay attorney's fees under the terms of this contract.
- 17.) Any reference to thermal values or other product data, reflect tests supplied or listed by manufacturers, or as shown in the latest issue of A.S.H.R.A.E. Heating and Air Conditioning Guide. Loose fill or spray materials shall be nominal (average) as to density, thickness, and R-values.
- 18.) WARNING - Not responsible for applications involving recessed light fixtures or other misapplications caused by other trades or defects in construction, such as wrong or poor design.
- 19.) If as a result of this proposal, work is performed without a properly signed copy to seller, the purchaser automatically agrees to all applicable terms or conditions.
- 20.) If as a result of this proposal, some other form of contract is signed, then in all cases, the aforementioned terms and conditions are part of the overall contract and, in case of conflict, supersede.
- 21.) If at any time, any part of this contract is deemed illegal or improper, the remainder of the contract shall remain intact.