



ENVIRONMENTAL CONTROL SOLUTIONS, INC.

*...providing excellence.*

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Springfield, IL 62702  
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Authorized Factory Representative of:

**AUTOMATEDLOGIC**<sup>®</sup>

## **TERMS AND CONDITIONS**

Customer understands and agrees that:

- a) Company shall provide only trained and qualified technicians.
- b) Services performed are not a guarantee against obsolescence or normal wear.
- c) Company shall warranty all parts and materials to the extent that they are under warranty by the supplier or manufacturer.
- d) Unless otherwise agreed in writing, labor is under warranty for 30 days after completion of service or installation. Warranty work is performed during Company's normal business hours, but can be performed after normal hours if Customer pays the difference between standard labor rate and overtime labor rate.
- e) Until final payment is made, the Company will retain the title to all installed materials and equipment.
- f) Unless prior arrangements have been made, payment is due in full upon receipt of invoice. A monthly finance charge, equal to the highest allowable rate, may be levied on Customer's account if delinquent after 30 days.
- g) In the event Customer's account must be referred to attorneys for collection, Customer agrees to pay reasonable attorney fees, court costs and full collection costs.
- h) Customer will carry all required and necessary insurance coverage.

The Company shall use ordinary care in performing all service and installation, but shall not be liable for:

- a) Damage or loss resulting from corrosion, freezing, electrolysis, drain stoppage, plumbing leaks or malfunctions, failure of a utility service, low voltage conditions, lightning, single phasing or other electrical abnormalities.
- b) Damage, loss or delays resulting from fire, explosion, flooding, the elements, labor disputes or any other cause beyond our control.
- c) Damage or loss resulting from failure to discover a condition requiring repair or replacement.
- d) Damage or loss resulting from improper operation or misuse of equipment by Customer, Customer's employees, agents or tenants.
- e) Replacements or repairs caused by negligence of others, abuse, misuse or by any other cause beyond our control, including faulty design of the equipment or system.
- f) Injuries to persons or damage to property except those directly caused by negligent acts of Company's employees.
- g) Expense incurred in removing, replacing or refinishing part of the building structure necessary for the performance of any service or installation.
- h) Any present or future taxes, charges or other governmental fees.
- i) Any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
- j) Lost profits or other consequential damages, even if the Company has been advised of the possibility of such damages.
- k) The detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. Customer shall notify Company in writing if any

hazardous materials, including without limitation, asbestos are present at the jobsite. Customer shall take adequate precautions to protect Company, its employees, agents and subcontractors from such hazardous materials if necessary for the performance of the work. Customer agrees to indemnify and save Company, its employees, agents and subcontractors harmless from and against any loss, injury (including death) or liability of any nature arising out of or resulting from exposure of any person or property to hazardous materials at the jobsite.