

Terms & Conditions

This Agreement does not include the replacement of parts or the labor to replace parts (either mechanical or electrical) unless noted above. As an ECSI preferred customer, the Client will receive prompt and preferential response to all service calls between regular inspections. These calls will be invoiced to the Client at the current contract labor rate in force at the time of the call. All Automated Logic Corporation parts will be invoiced to the Client at the current list price less a 50% discount.

A finance charge of 1.5 % per month or the maximum permitted by law will be added to balances after thirty (30) days. All attorneys' and collection fees incurred in collecting past due accounts will be added to the outstanding balance of the account.

After the initial term of this agreement, subsequent yearly price adjustments due to labor and material costs will not exceed 5%.

The amount of any present or future occupation, sales, use, service, excise or other similar tax, which ECSI will be liable for, either our own or on the Client's behalf, or otherwise, with respect to our obligation to furnish inspection service will be in addition to the sum paid by the Client under this Agreement and will be paid by the Client upon the rendition of separate invoices covering such tax.

This Agreement may be terminated by either party giving thirty (30) days written notice prior to the anniversary date of _____. Neither party will be liable to the other party for any reason because of termination under the terms of this paragraph.

Any alterations, additions, adjustments or repairs, unless authorized by ECSI, may terminate our obligations hereunder.

ECSI will not be liable for the operation of the equipment nor for any injuries to person or damage to property, except those directly due to the actions or omissions of our employees and in no event will ECSI be liable for consequential damages. ECSI will not be held liable for expenses incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. ECSI will not be held liable for any loss or damage due to delay in furnishing labor or material caused by reason of strikes or labor troubles affecting our employees who perform the service called for herein, or by unusual delays in procuring suppliers, or for any other cause beyond our reasonable control.

It is agreed that, in order to permit ECSI to perform our obligation under this Agreement, ECSI will be free to start and stop equipment. It is also agreed that the Client will provide reasonable means of access to the equipment including any removal, replacement or refinishing of the building structure required. In the event ECSI is required to make repairs and/or replacements, or emergency calls occasioned by the improper operation of the equipment or due to damage

caused by electrolytic action (either battery action or stray currents) or caused by flood, lightning, fire, elements, rebellions, riots, strikes, labor troubles, civil commotion of any kind, or by any cause beyond our control, the Client will reimburse ECSI for the expense incurred in making such repairs and/or replacements or emergency calls in accordance with the current established rates for performing such service.

All work is to be performed during our regular working hours (Monday through Friday, 6:00 a.m. to 4:30 p.m.). If, for any reason, the Client requests that work be done beyond regular working hours, the Client agrees to pay the difference between regular and overtime labor at current billing rates. The fee charged for additional service will include a 5% discount from the ECSI labor rate in force at the time the technical services are provided.


ECSI will not be required to furnish any items of equipment as recommended or required by insurance companies, governments, state, municipal, or other authorities.

Be advised that ECSI has tested components involved in the execution of alarms for remote monitoring. Since several components in the chain to send and receive alarms are by other providers, such as but not limited to pager services, cell phone companies, internet providers, and phone lines etc. ECSI cannot assume any responsibility for damages resulting from alarms not being sent or received.

This Agreement contains the entire understanding of the parties hereto and any changes or modifications to this Agreement must be in writing and executed by both parties.

Submitted By:

Environmental Control Solutions, Inc.

By:  (John Evans)

Title: Service Support Manager

Date: June 19, 2017