



TERMS AND CONDITIONS

Applicable to and Part of all Macary's Plumbing Services Contracts

These "Terms and Conditions" shall be attached to and made a part of that "Agreement for Plumbing Services" between Macary's and Owner ("Agreement"). The terms contained herein shall be material terms of the Agreement. In the event of any conflict or inconsistency between these Terms and Conditions and those contained in the Agreement, the Agreement shall govern.

1. DEFINITIONS.

- a. **"You"** or **"Owner"** includes each owner of the property being serviced by Macary's.
- b. **"We"** or **"Us"** or **"Macary's"**: refers to Macary's Plumbing & Heating, LLC, a Connecticut corporation doing business as "Macary's Plumbing Services"
- c. **"Bid"**: A bid is an offer to perform services and provide materials as defined in the scope of work for a specified price or based on a formula such as a time and materials basis.
- d. **"Estimate"**: An estimate provides our estimation of the cost of a project. It is not a fixed price. Estimates are given when the nature or scope of work may be uncertain, due to concealed conditions, difficulty in assessing problems to be encountered or resolved, or difficulty in determining the means or methods of best accomplishing the work.
- e. **"Premises"**: Also shown as "Site" or "Property". The location, owned by Owner, wherein the work is being completed by Macary's.

2. Terms and Conditions.

1. If we commence work based upon an estimate, and the scope of the project or the value of the time and materials as set forth below substantially exceed the estimate, then you shall pay the higher price as computed on a time and materials basis. If it appears that the price of the project is likely to substantially exceed the amount of the estimate, we will make reasonable efforts to notify you when commercially practical to do so. The Company will not be bound by the estimate in such a case. If the work has not yet started, no work will commence until the new price is agreed upon in writing. We may propose a change order, a revised estimate, or a bid. Regardless of whether our contract is based upon a bid or an estimate, if you request that we cease work at any time, you shall nonetheless remain obligated to pay for all labor and materials supplied by us up to the date of cessation. If you request that we cease work then the price will be fixed as an amount as specified in the contract, or an amount based upon a time and materials basis, whichever is higher.
2. As relates to Bids, if the price is not specified as a particular fixed amount, then the price will be computed on a time and materials basis (as described below). Extra work which you may request, or which may be required by public authorities, will be invoiced in accordance with written change orders or, if no change order is prepared, then on a time and materials basis.
3. The owner recognizes and agrees by entering into an agreement with Macary's, including these Terms and Conditions, that Macary's Plumbing has not made any representations that they are the cheapest or most economical plumbing firm in the area. Owner recognizes and understands that Macary's Plumbing may use different methods, policies, procedures, tools, and equipment than other firms in the area. Owner recognizes that there may be service providers willing to do the work described at a lower price. Owner

understands that he/she has the option of seeking other bids before authorizing the work to be done.

4. **CHANGE ORDERS OR EXTRA WORK.** We are obligated only to perform the specified scope of work. You may request changes or modifications in the scope of the work. These requests shall be agreed upon in writing. The terms of the written change order shall be binding on the parties. Unless otherwise agreed in writing, all extra labor and materials shall be billed on a time and materials basis.
5. **CONTRACT PRICE.** If the parties have agreed upon a fixed price reflected in a bid signed by the customer, then the price for labor and materials shall be as reflected in that written agreement. Time and Material charges will not be broken out in contract pricing.
6. **PAYMENT.** Unless a different agreement has been reached, a down payment of fifty percent of the total price of the contracts shall be paid promptly after signing the written agreement. We are not obligated to commence work until the agreement is fully signed and the down payment is made and we may cease work immediately if any down payment or progress payment is not made as agreed. Payment is not made until funds clear the bank. Progress payments may be required by separate agreement. In the absence of a specific agreement, we may require that seventy-five percent of the contract price be paid when in our reasonable estimation the work and materials supplied equal seventy-five percent of the project. Any unpaid balance shall be due upon completion.
7. **SCHEDULING.** You are responsible for keeping a mutually-agreed upon schedule for the work. If you fail to meet that schedule, by failure to be present at the site, or by failing to do anything to be prepared for the work to commence (including failure to timely make a payment), then you will pay for the reasonable expense of any of our employees' non and/or semi productive trip(s). We reserve the right to charge an additional cancellation fee of \$150.00 to cover administration and handling fees.

8. **WARRANTIES.** We warrant that all materials provided by us shall be as specified and free of defects, and all work shall be completed in a substantially workmanlike manner. *THIS WARRANTY EXPIRES ONE YEAR AFTER COMPLETION (DEPENDING ON SCOPE AND TRADE OF WORK), AND IS IN PLACE OF, AND NOT IN ADDITION TO, ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF QUALITY, OR FITNESS FOR HABITATION OR ANY PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.* This warranty shall be void if you (1) fail to pay the full contract price; or (2) fail to provide prompt notice of a warranty claim (within thirty days, or in case of an emergency then as soon as possible) and a reasonable opportunity to correct the problem; or (3) you permit any person or firm other than us to complete, correct, perform or redo any work identified within the original scope of the work of this contract with us. Services performed under warranty are to be scheduled and performed during regular business hours, Monday-Friday 8 A.M. – 4 P.M. depending on availability of Macary's Plumbing. WARRANTY EXCLUSIONS include but are not limited to: drain cleaning of any kind unless otherwise noted on invoice, wax seal installations are 6 month warranty unless otherwise noted on invoice, ANY faucets, fixtures, parts, or appliances supplied by the customer, any frozen piping including frost-proof spigots, projects that have been altered or tampered by anyone other than Macary's Plumbing in ANY way. ALL warranties are applicable only toward the language on the written invoice or estimate - Macary's Plumbing reserves the right to determine eligibility of any warranty related projects.

Labor is warranted for **1 year** from the date of completion unless otherwise noted. Parts and materials are covered by the manufacturer's warranty only. Warranty is void if repairs or alterations are made by anyone other than our company or if failure is due to misuse, neglect, or pre-existing conditions.

9. **CORRECTION OR COMPLETION OF WORK.** We shall have the irrevocable right to perform all corrective or pick-up work identified by you unless we decline to do so following receipt from you of a specific list of corrective or pick-up work and a reasonable period of time within which to perform the work. You shall not contract with any alternative contractor for the performance or completion of work within the scope of this agreement, nor shall you occupy or use our work until and unless we shall have been provided the notice and opportunity stated above. If you do contract with an alternative contractor to perform the pick-up work or otherwise correct or complete the project, without first affording us the above-described opportunity to do so, or if you commence to use or occupy the space in which we performed the work, you then agree to accept all work and materials “as is” and thereby waive any and all claims, of whatever nature, against us for any defects in performance, including labor, material, and warranty claims of any kind for all work and materials ever provided by us.
10. **RESPONSIBILITY FOR PREMISES.** At the completion of the project, we will remove all waste materials and rubbish from the site, together with its tools, construction equipment, machinery and surplus materials. You warrant that: all site conditions are known and disclosed; any plans supplied by you are adequate for intended purposes; and the provided address and legal description are correct and adequate for all purposes, including mechanic’s liens; you shall carry hazard insurance or bear the loss occasioned by hazard; and you shall not post any notice of nonliability. You shall determine and warrant to us the location of all property lines, underground restrictions or underground utilities, easements or rights of way, pipes, power lines, septic tanks, utility lines or drain fields, and shall indemnify us and hold us harmless from any loss or liability, including attorney fees and costs, resulting from any suits, claims, disputes, losses or problems related to the above. We are not responsible for any drywall, fixtures, structural, or other

damage that may occur or be necessary in order to complete the scope of work or any other damage that may occur as a result of the original plumbing, sewer, or other problems related to the premises. We shall not be obligated to correct or repair pre-existing structural deficiencies or problems resulting from such conditions, or the work of others.

11. **SCOPE OF WORK.** Any and All systems other than the specific work being performed are considered to be in good working condition. Any damage incurred as a result of the work being performed as it is written on the invoice is not the responsibility of Macary's Plumbing. Plumbing repairs and tasks are performed as needed and cannot be altered or modified based on the condition of the building. Except as indicated specifically on the invoice, the following work is not included in this contract: repair of damage occurring from appliance moving/ relocating; any sheet metal work, pipe insulation, or ditch compaction; correction or repairs to sewer lines, or repairs necessitated by equipment getting stuck in the line, to include, but not limited to, cutting into drywall, concrete, or roof; gutter repairs; correction to landscaping or other property damaged in the normal course of work by digging or other operations.

All work will be performed as outlined in the provided estimate or invoice. Any additional repairs or modifications requested by the customer that fall outside the original scope will be subject to additional charges. No additional work will be performed without prior customer approval which shall be confirmed in writing.

12. **DEFAULT AND REMEDIES.** Payment is due as required by your contract, and not later than the date of service or completion. In the event of a default in payment, we may in addition to ceasing work, recover all of the contract price which may then be due, together with any lost profit remaining in the contract. Interest shall accrue from the date

of completion, upon any balance which remains unpaid, whether the balance is liquidated or unliquidated. Interest shall accrue at the rate of 10% per month compounded monthly, or the legally maximum rate of interest, whichever is less. In addition, a late fee of \$10.00 per month may be assessed, and a \$50.00 returned check fee may be assessed for any dishonored checks. Reasonable attorney fees and costs of collection shall be added to the balance due and shall be included in any award or judgment for non-payment.

13. **CONFIDENTIALITY.** All aspects of any dispute including facts or opinions related to the dispute, and communications related to it, shall be strictly confidential. No party shall disparage the other or publish or circulate or disseminate, verbally or in writing, any negative information about the other, in any public media, social media, emails, news reporting, or other forums whatsoever. No other report shall be made to any person or company. Disclosure of confidential information may be made as reasonably necessary to (a) to attorneys, tax and financial advisors, or (b) to others if so required by lawful subpoena or court order and the adverse party is given ten (10) days' advance notice of such disclosure and an opportunity to object to the same. The effect of circulating disparaging information being difficult to estimate in advance, the parties reasonably estimate in advance that breach of confidentiality involving disparagement of our business will cause approximately \$500.00 per violation, for which damages awards may be issued.

14. **MECHANIC'S LIENS.** Pursuant to Connecticut State Law and this agreement, we have a right to claim and enforce a lien on your property for any unpaid balance on your account, including interest and reasonable attorney fees and costs of collection.

15. **SAFETY.** You must exercise special care for the safety of yourself and others. The following are examples. You shall not allow anyone to go into or remain in any work area while any dangerous condition such as an open hole or exposed electrical components are

present; or disregard safety barriers, rules or warnings, or allow any other person to do so. You waive, and release us from, any liability for injury or property loss caused by which you might avoid by exercise of reasonable care, and shall indemnify us and hold us harmless from any loss or liability, including attorney fees and costs, resulting from any suits, claims, disputes, losses or problems related to the above.

16. **WEATHER AND OTHER RISKS.** We shall not be held responsible for any problems caused by lightning, hurricane, tornado, hail, windstorm, and other unusual movement or settlement of a structure or ground, or for acts of God, war, labor strikes, unavailability of materials, mold, or caused by fires, floods or other hazards (including personal injuries to third parties) typically covered by homeowner's or builder's risk insurance. We shall not be responsible for incidental, indirect or special or consequential damages, including but not limited to personal injury to any person as a result of our performance, nonperformance or termination of this contract, whatever the cause, nor for any reason in an amount in excess of the amount paid to us.
17. **RESTOCKING FEES.** If you order materials and which must be restocked or reordered due to your cancellation, the supplier may charge us a restocking fee. If that happens, you will pay the restocking fee and a reasonable service charge to us equal to the restocking fee, or \$100.00, whichever is greater.
18. **Cleanliness:** Macary's Plumbing & Drain Services is not responsible for cleaning or removing any mess or debris that existed prior to our arrival. Our team will only clean up after work or materials related to our services. For an extensive cleaning after a sewage clog, we recommend calling a cleaning or restoration company.
19. **Customer supplied items:** Macary's Plumbing & Drain Services does not provide any warranty, guarantee, or assume liability for any work or product associated with customer-supplied materials. This includes, but is not limited to, fixtures, parts, or

equipment provided by the customer. Any defects, failures, or issues resulting from customer-supplied items are the sole responsibility of the customer. All services involving these materials are performed on an "as-is" basis.

20. **Use of Plumbing Systems During Service:** For the safety of our technicians and the integrity of your plumbing system, **customers must not use any water fixtures or flush any items down the drains while work is being performed.** This includes sinks, toilets, tubs, washing machines, and any other connected fixtures. If water or waste is introduced into the system during service, it may create an unsafe or unsanitary working condition. In such cases, a **Hazardous Waste Handling Fee of \$100** will be added to the final invoice to cover the additional cleanup, safety procedures, and disposal requirements.

21. **Workplace Safety and Conduct:** Customers are expected to maintain a safe and respectful environment for our technicians at all times. Harassment, threatening behavior, or abusive conduct toward any Macary's employee will not be tolerated. If such conduct occurs, our technicians reserve the right to stop work and leave the premises immediately. Any work performed up to that point will remain billable and the appointment may be terminated at our discretion.

22. **Estimates and Pricing:** All estimates are valid for **30 days** from the date issued unless otherwise stated. Prices are based on current material and labor costs and are subject to change if the job scope or site conditions differ from what was originally inspected. You will be informed of said change in writing, if commercially reasonable.

23. **Payment Terms:** Payment is due **upon completion of work**, unless otherwise agreed in writing. We accept cash, checks, and major credit cards. A service fee may apply to credit card payments. Balances not paid within **30 days** may incur a late fee and/or interest at the maximum rate allowed by law.

24. **Scheduling and Access:** Customers are responsible for ensuring that our technicians have clear access to the work area. Missed appointments or site inaccessibility may result in a **service call fee**. Customers must be present at the scheduled service time unless other arrangements have been made in advance. Failure to be present without prior notice (a “no-call/no-show”) may result in a service call or trip fee and the appointment will need to be rescheduled. Our office makes every effort to schedule service calls in a timely manner and to honor scheduled appointment windows; however, delays may occur due to emergency calls, job conditions, traffic, weather, or other unforeseen circumstances.
25. **Unforeseen Conditions:** Plumbing systems are often concealed behind walls, floors, or underground. While every effort is made to provide accurate estimates, unforeseen conditions (such as hidden damage, corrosion, or code violations) may require additional work and costs. Customers will be notified before proceeding.
26. **Liability:** We are not responsible for damages resulting from pre-existing conditions, defective materials, or failure of unrelated components. Our liability is limited to the value of the services provided.
27. **Permits and Inspections:** If permits or inspections are required, they will be obtained as necessary by Macary’s plumbing. Permit and inspection fees are not included in estimates unless specifically listed and are the responsibility of the Customer to pay.
28. **Property Damage:** While reasonable care will be taken during all work, plumbing repairs may require cutting into walls, floors, or ceilings. We are not responsible for cosmetic repairs and/or replacements (painting, patching, flooring, etc.) unless agreed otherwise in writing.

29. **Cancellation Policy :** Appointments canceled with less than **24 hours' notice** may be subject to a service call or cancellation fee.
30. **Ownership of Materials:** All materials and equipment installed by the Company, remain the property of the Company, until payment is received in full.
31. **Acceptance of Terms** By approving a quote, signing an invoice, signing an Agreement, or allowing work to begin, the customer acknowledges and agrees to these Terms and Conditions.