



## Secured Overhead Doors Terms & Conditions

These Terms and Conditions of Secured Overhead Doors (the "Terms and Conditions") are incorporated into every Customer contract, quote, estimate, or another written proposal of work of Secured Overhead Doors. As if set forth fully herein "Customer" is defined to be a residential homeowner or commercial/industrial customer who has entered into a written or digitally signed contract with Secured Overhead Doors to perform work. The Terms and Conditions are not transferable or assignable.

### **Rates**

#### ***Residential Rates***

One Man - \$135 per hour

Two Man - \$150 per hour

#### ***Emergency/After Hours (3 p.m.)***

One man labor rate - \$205 per hour.

Two man labor rates - \$225 per hour

#### ***Sunday/Holiday Rates***

One man labor rate - \$270 per hour.

Two man labor rates - \$300 per hour

#### ***Commercial/Industrial Rates***

One man labor rate - \$200 per hour.

Two man labor rates - \$225 per hour

Three man labor rates - \$275 per hour

#### ***Emergency/After Hours (3 p.m.)***

One man labor rate - \$300 per hour.

Two man labor rates - \$350 per hour

Three man labor rates - \$400 per hour

#### ***Sunday/Holiday Rates***

One man labor rate - \$400 per hour.

Two man labor rates - \$450 per hour

Three man labor rates - \$500 per hour

## **Job/Scheduling Process**

Our process for service is as follows:

1. An estimate is submitted to the customer
2. Customer approves the estimate verbally or by clicking the “approval” button on the estimate
3. Once the estimate is approved it is assigned a job number
4. \*A PO number is requested for the job (if a PO is required for payment). See “Purchase Orders” below. *\*We cannot move forward without a PO if it is required for payment of invoices.*
5. Once a PO is received, materials are ordered for the job
6. An invoice is created for a materials deposit and submitted (the invoice number and job number will be different) - *\*\*See “Payment Terms” below*
7. Once we receive the materials deposit the job is scheduled in coordination with the materials being delivered and the customer is notified.
8. Labor is completed
9. Customer inspection is completed
10. Invoice for labor is submitted

### **\*Purchase Orders**

If your company requires purchase orders for payment of invoices, we must have that purchase order before work can be scheduled or completed.

### **Services**

Secured Overhead Doors will perform all services for Customer in accordance with generally acceptable industry standards of other competent service providers performing the same or similar services in the state where the services are performed.

### **Estimates**

Any estimate provided to the Customer is effective for sixty calendar (60) days from the date of issuance. After the expiration of the 60-day period, the Customer will be required to obtain a new estimate from Secured Overhead Doors.

### **Acceptance/Approval**

To become a binding contract all estimates must be approved in writing or by clicking the "Accept" button on the estimate by the Customer. Approval in writing may also be made by email or other writing. Approval is necessary for an Order or Work Order to be scheduled for installation. Any changes/cancellations made or requested after approval or acceptance by Customer are subject to acceptance by Secured Overhead Doors and/or additional Customer approval of any applicable charges or fees. All written approvals are subject to the estimate, quote, or other written proposal to these Terms and Conditions.

**\*\*Payment Terms**

Materials cost over \$3,000 may be required to be billed separately and paid for before labor commences. Special orders are non-refundable. Upon final installation, full payment must be paid immediately upon completion of work and receipt of invoice.

*Residential Payment Terms*

Materials will be billed out and must be paid for when ordered. Installation cannot be scheduled until materials are paid in full. Labor is due immediately upon completion of the work.

*Commercial/Industrial Payment Terms*

Net 30 unless otherwise agreed upon or specified.

**Special Order**

In the event Customer places a special order, it is the Customer's responsibility to inspect the order to verify the product ordered is correct. Upon the arrival of the materials, if Customer is not satisfied with the product when delivered for reasons other than damage, Customer must pay any costs associated with the exchange of materials, including any difference in price for the new materials and any restocking fee Secured Overhead Doors may apply.

**Delinquent Account**

If a delinquent account is turned over for collection, the Customer will be responsible for all costs of collection, including, but not limited to, collection agency fees, attorneys fees, and court costs. Any invoice not paid within thirty (30) days from the date due will be subject to a finance charge of eighteen percent (18%) per annum or the maximum rate allowed by law until paid.

**No Withholding of Payment/Termination for Non-payment**

Customers shall not withhold or make any deductions from payments due Secured Overhead Doors on account of penalty or back charges for alleged defective work. Furthermore, Customer agrees and recognizes that payment for services rendered by Secured Overhead Doors when due is an express condition precedent to Secured Overhead Doors continuing work as herein described in this Agreement. Customer recognizes failure to pay for services when due shall entitle Secured Overhead Doors to terminate work immediately. In the event, Secured Overhead Doors terminates work for non-payment as herein described, Secured Overhead Doors shall be entitled to all of its reasonable expenses including, but not limited to, cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law, and all warranties of Secured Overhead Doors will be void.

**Site Conditions**

If Secured Overhead Doors must obtain access to other properties in the course of work, Customer shall secure permission for such and hold harmless and indemnify Secured Overhead Doors and its employees and agents against all actions and consequences arising or relating to the use of said properties, including but not limited to the damage done in the normal course of work, excluding negligence, and for securing said property and its contents during and after work.

### **Door Casings**

The customer is required to have casing for the garage door openings installed before Secured Overhead Doors shall be required to hang the doors. If Customer does not have casings around the garage doors, Secured Overhead Doors may agree, at its discretion, to install the doors, but shall not be liable for any damages resulting from the lack of door casings. Failure to have casings around the door openings shall also void any warranties provided herein. Secured Overhead Doors may, at the Customer's instruction and expense, install the casings, but such work will be deemed an extra expense to the Customer in addition to the original quote provided.

### **Customer Responsibility to Clear and Secure the Worksite**

Before and during Secured Overhead Doors' work, Customer shall secure, remove and protect all persons and property, and any contents thereof from the worksite, including but not limited to adults, children, animals, cabinets, fixtures flooring, walls, tiling, carpets, drapes, furniture, vehicles, and vegetation during and upon completion of work, and shall hold harmless and indemnify Secured Overhead Doors, its employees and agents against all claims arising out of Customer's failure to do so.

### **Limited Warranty**

Secured Overhead Doors warrants its materials and workmanship to be free from defects for one (1) year from the date of delivery or installation, whichever is earlier, provided the materials are manufactured and/or installed by Secured Overhead Doors. This warranty does not cover defects caused by installation that varies from the manufacturer's recommended instructions if such variance is necessitated by Customer's site conditions as determined by Secured Overhead Doors, and such variance is acknowledged and agreed upon by Customer. Additionally, this warranty does not cover any abuse, misuse, negligence, or acts of God. Further, any modification to Secured Overhead Doors' products by anyone other than Secured Overhead Doors or an authorized agent will void this warranty. Secured Overhead Doors' materials subject to this warranty may only be painted with 100% acrylic latex paint with a Light Reflective Value (LRV) of 55 or higher. Customer acknowledges that Customer has received the manufacturer's finishing instructions and Customer or Customer's painting Secured Overhead Doors assumes all responsibility for following the manufacturer's painting recommendations that apply. Secured Overhead Doors shall not be responsible for or warranty any painting performed by anyone other than Secured Overhead Doors or an authorized agent. Secured Overhead Doors also warrant for one year any trim it applies to the "Choice" "Legacy" or "Custom" carriage doors. In the event, a manufacturer offers a warranty, such manufacturer's warranty shall preempt, supersede, and negate Secured Overhead Door's warranty. In resolving or fulfilling any manufacturer warranty claims, full labor and material charges for repair or replacement by Secured Overhead Doors shall still apply if the warranty period has expired or coverage is denied for any reason. All claims under this limited warranty must be made in writing to Secured Overhead Doors within twenty-four (24) hours of discovery. The remedy provided under this limited warranty is limited to repair or replacement of the non-conforming part or parts of defective materials, which decision is vested in Secured Overhead Doors' sole

discretion. Further, the Customer shall allow Secured Overhead Doors the first opportunity to repair the alleged defective issue. Failure to give Secured Overhead Doors the first opportunity shall void this limited warranty. Upon notification of a defective condition, Secured Overhead Doors will respond with reasonable promptness between the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY BY Secured Overhead Doors TO CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

### **Prompt Customer Inspection**

Upon completion of the work, the Customer agrees to exercise due diligence in inspecting the work for defective workmanship and materials, including but not limited to damaged or missing components. The customer will notify Secured Overhead Doors of any defect within forty-eight (48) hours of completion of work and will give Secured Overhead Doors the first opportunity to repair the defective work. Failure to notify Secured Overhead Doors of a defect within 48 hours following Secured Overhead Doors' completion of the work constitutes an acceptance of the work as complete and free from any defects. Further, failure to allow Secured Overhead Doors the first opportunity to repair the alleged defective work shall void all warranties, express and implied hereunder. The customer agrees and recognizes that the Customer shall not withhold any payments for allegedly defective work. Secured Overhead Doors is not responsible for reimbursement for work performed by any other company or individual.

### **Unforeseen Conditions**

If conditions and/or circumstances are encountered at the job site which is concealed physical conditions, or unknown physical conditions of an unusual nature that differ materially from that which is visually ascertained, Customer accepts responsibility for such conditions and related circumstances outside the control of Secured Overhead Doors and Customer further agrees to pay for any labor or materials, including repair to damaged equipment of Secured Overhead Doors caused by such conditions and/or circumstances.

It is the intent of this provision to make Customers responsible for all (1) unforeseen and concealed conditions, and (2) for that which Secured Overhead Doors cannot control. Accordingly, Customer further agrees to hold Secured Overhead Doors harmless and shall indemnify and defend Secured Overhead Doors and all of its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, consequential damages, arising out or as a result from the performance of Secured Overhead Doors' work involving, affecting, or relating to such unforeseen or concealed conditions.

### **Additional Work**

In the event Secured Overhead Doors performs any additional work not related to its original contract, Secured Overhead Doors will require a "Change Order" as an addendum to the original contract that must be signed by the customer and provide an additional charge for that

work, and Customer agrees to promptly pay Secured Overhead Doors as outlined herein, for the additional work. Further, any changes made after any materials are ordered is the sole responsibility of the Customer.

### **License, Permits, and Fees**

Customers shall furnish and pay for, at their own expense, all taxes, permits, and license fees required to legally perform the contract work in accordance with this Agreement.

### **Limitation of Liability**

Secured Overhead Doors shall not be responsible for any direct, incidental, or consequential damages causing either bodily injury or property damages, regardless of the cause.

Notwithstanding any language to the contrary contained in this agreement, Secured Overhead Doors' liability to Customer shall not exceed the total of any payments made by Customer for goods and services provided.

Secured Overhead Doors is not responsible for the following: (a) Site conditions, including, but not limited to, the location or availability of electrical supply, the size of the door opening, concrete or asphalt in the structure or drainage, water infiltration problems, etc.; (b) Nonperformance or delays in performance due to causes beyond its control, including but not limited to, work stoppages, fires, floods, civil disobedience, riots, government requirements, strikes, material shortages, product deliveries, acts of God and similar occurrences, etc.; (c) lost or stolen components; or (d) any issues which arise due to Customer's faulty electrical wiring which causes the equipment to malfunction.

### **Hold Harmless and Indemnity**

Customer agrees to indemnify and hold harmless Secured Overhead Doors from any claim, demand, cause of action, suit, debt, account, controversy, administrative action, loss, damage, liability, obligation, cost, expense (including but not limited to attorney fees), or other action, investigation, or review taken by any professional organization, licensing board, third party payor, or another person against Secured Overhead Doors arising from, based on, or related to, any negligence by Customer or Customer's agents or unforeseen condition at the Customer's worksite. Customer shall reimburse Secured Overhead Doors for Secured Overhead Doors' reasonable costs and expenses within 15 days of receipt of any bill, including attorney fees, incurred directly as a result of any Customer's or Customer agent's negligence or unforeseen condition at Customer's worksite.

### **Services Not Covered**

Secured Overhead Doors will not perform any other work or trade other than that which is specified herein, including but not limited to carpentry, electrical, plaster/wall work, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless specified in writing. Nor will Secured Overhead Doors do any painting or touch-up work to the jams where wood "trim" or wood stop molding must be removed in order to install the materials. Unless otherwise stated, paint, plaster, stucco, and landscaping are the responsibility of the Customer.

**Termination by Secured Overhead Doors**

This agreement may be terminated by Secured Overhead Doors for the following reasons: fraud and/or material misrepresentation by Customer, Customer's failure to make a payment required under this agreement, or Customer's failure to promptly pay for any goods and services, whether or not those goods and services are included under this agreement. Termination of this agreement by Secured Overhead Doors does not release Customer of any of its obligations hereunder. In its sole discretion, Secured Overhead Doors may withhold any prepaid amounts by Customer and offset the same from any amounts owed by Customer to Secured Overhead Doors.

**Governing Law, Jurisdiction, and Venue**

This agreement will be governed and interpreted by the laws of the State of Iowa. Any portion of this agreement, which is declared void shall be deleted and shall not render the remainder of this agreement void. Any litigation arising out of or in connection with Secured Overhead Doors' work for Customer shall be brought in the state courts of Iowa. Customer irrevocably submits to the exclusive jurisdiction of the state courts of Iowa and agrees and consents that service of process may be made upon the Customer in any legal proceeding arising out of or in connection with this Secured Overhead Doors' work for Customer by service of process as provided by Iowa law, Customer irrevocably waives, to the fullest extent permitted by law, any objection which the Customer may now or hereafter have to the laying of the venue of any litigation arising out of or in connection with this Agreement brought in the state courts of Iowa. Customer irrevocably waives any claims that any litigation brought in any such court has been brought in an inconvenient forum, and Customer irrevocably agrees that any legal proceeding arising out of or in connection with Secured Overhead Doors' work for Customer shall be brought exclusively in the state courts of Iowa.

**No Waiver**

Failure of the Secured Overhead Doors to pursue any remedy or course of action allowed under the Terms and Conditions shall not be construed as a waiver of any available rights. Contractor may at any time, at Contractor's discretion elect to pursue any rights afforded it hereunder.

**Amendment**

These Terms and Conditions may not be changed unless mutually agreed upon in writing by the parties.

**Application**

Customer acknowledges and agrees that these Terms and Conditions apply to any and all contracts and Change Orders between Contractor and Customer.