

CONTRACT TERMS AND CONDITIONS

THE PROPERTY OWNER NAMED IN THE PROPOSAL, WORK ORDER OR ESTIMATE (THE "OFFER") TO WHICH THESE CONTRACT TERMS AND CONDITIONS ARE ATTACHED ("YOU" OR "YOUR") AGREE TO ENTER INTO A BINDING CONTRACT WITH **MAD HATTER SERVICES, LLC** (THE "COMPANY") BY SIGNING, AND THEREBY ACCEPTING, THESE CONTRACT TERMS AND CONDITIONS ("TERMS") IN THE SPACE PROVIDED IN THE OFFER FROM THE COMPANY TO WHICH IT PERTAINS .

IN ACCEPTING THESE TERMS, YOU ALSO ACKNOWLEDGE AND REPRESENT TO THE COMPANY THAT:

- (1) YOU ARE THE OWNER OF THE PROPERTY IDENTIFIED IN THE OFFER (THE "PROPERTY") OR ARE AUTHORIZED BY THE PROPERTY OWNER, TO ENTER INTO A BINDING CONTRACT ON BEHALF OF THE PROPERTY OWNER AND DO NOT REQUIRE THE PERMISSION OR CONSENT OF ANY OTHER PERSON.
- (2) THE OFFER ACCURATELY DESCRIBES ALL GOODS ("PRODUCTS") AND SERVICES ("SERVICES") THAT THE COMPANY HAS AGREED TO PROVIDE TO YOU.
- (3) THE PRICES SET FORTH IN THE OFFER ("PRICES") ARE THOSE THAT YOU HAVE AGREED TO PAY FOR THE GOODS AND SERVICES SUBJECT ALWAYS TO THESE TERMS.
- (4) THE OFFER, TOGETHER WITH THESE TERMS, ARE YOUR ONLY CONTRACT WITH THE COMPANY ("CONTRACT") AND THE COMPANY'S OBLIGATIONS ARE LIMITED TO THOSE EXPRESSLY STATED IN THE WRITTEN CONTRACT. NO ORAL REPRESENTATIONS, PROMISES, OR ASSURANCES MADE BY THE COMPANY OR ITS REPRESENTATIVES SHALL BE BINDING UNLESS SPECIFICALLY INCLUDED IN THIS WRITTEN CONTRACT. **YOU MAY HAVE ADDITIONAL RIGHTS UNDER THE LAWS CURRENTLY IN EFFECT IN THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED WHICH LEGAL REQUIREMENTS SUPERSEDE ANY CONFLICTING PROVISIONS IN THESE TERMS.**
- (5) THESE TERMS MAY NOT BE MODIFIED BY YOU OR WAIVED BY THE COMPANY EXCEPT IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY.

All of the following are included in the Terms:

1. Acceptance. You have accepted the Offer when you deliver the duly signed Contract, together with any required deposit to the Company.
2. Conditions to All Offers. Unless otherwise agreed in writing by the Company, all Offers: (a) will expire, if not accepted by You within thirty (30) days of the date of the Offer; (b) may be withdrawn or revised by the Company at any time prior to the date upon which you accept the Offer; and (c) .
3. Conditions to Contracts. All Offers are based upon inspections of the Property and other information that You provide to the Company. The Company reserves the right to terminate the Contract, or propose a revision to the Contract, in the event that the Company discovers additional information that may affect the Company's performance or obligations under the Contract, including, but not limited to the unavailability or increased pricing of Products or resources of the Company. In the event that the Company terminates the Contract after it has commenced performance, the Company will have no further liability to You under the Contract except to restore the Property to its prior condition to the extent practicable. In the event that, after acceptance of the Offer, You want to cancel or modify the Contract, You may only do so with the written consent of the Company, which consent may be conditioned upon the payment of cancellation fees, re-stocking charges and other charges. Deposits and other prior payments are otherwise non-refundable.
4. Time for Performance. The times for delivery of Products and Services set forth in the Offer are approximate and not firm commitments. In the event that the Company delays its performance by more than ninety (90) days, You may cancel this Contract and receive a refund of any unused deposit for the Product or Service as Your sole remedy.
5. Company's Obligations; Insurance. The Company holds all licenses required to perform the Services and will comply with all applicable federal, state and local laws in effect in delivering the Products and delivering the Services specified in the Contract, including any obligations to obtain and maintain the minimum amounts of insurance coverage required by law. Compliance with certain laws regarding safety (e.g., O.S.H.A.) may result in minor damage to the Property which the Company will attempt to repair. Unless otherwise specified in the Offer, Prices for Products and other goods do not include installation or training.
6. Customer Obligations. You are obligated to: (a) obtain and maintain all permits and licenses required for the installation and use of Products and/or the Company's delivery of Services before the Company is ready to commence performance; (b) give personnel of the Company unrestricted access to the Property requested by such personnel; (c) respond immediately to requests by Company personnel for information and/or direction; and (d) otherwise cooperate with the Company.

7. Payment Terms. Unless otherwise specified in the Offer: (a) deposits are due and payable with acceptance; (b) payment of Prices for all Products are due on delivery; (c) payments of Prices for all Services (including any installation and training) are due prior to commencement of performance of Services; and (d) payment of reimbursable expenses, if any, is due within ten (10) days of the invoicing thereof. Unless specified in the Offer, Prices do not include: (x) sales or other taxes (excluding taxes on the Company's income); (y) duties and customs fees paid for Products or items required for performance of Services); (z) freight, shipping and handling fees.
8. Invoices and Disputed Charges. The Company will issue invoices to You which will be deemed to be accurate and correct unless You provide the Company with a detailed, written statement describing any disputed charges included therein within fifteen (15) days of the date of such invoice and pay any charges which You do not dispute.
9. Confidential Information. The Company may, in connection with the Offer and in the course of performing this Contract, disclose in proprietary and confidential information which You will not use except in connection with Your dealings with the Company and which You will not disclose to any third party without the Company's permission.
10. Privacy; Communications. Any personal information that You disclose to the Company will be treated in accordance with the Company's Privacy Policy, which You may access at: <https://madhatterservices.com/privacy-policy/>. You expressly authorize the Company to send communications about the Company, its product offerings and promotions to You by mail, e-mail and text but You may opt out of these communications as indicated in any such communication.
11. Intellectual Property Rights. The Company and its suppliers retain all intellectual property rights in the goods, Products and Services and You obtain no interest therein under this Contract.
12. No Warranties on Third Party Products. The Company only sells Products that are manufactured by third parties. These are sold AS IS and without warranties of any kind whatsoever provided, however, that the Company will assign any warranty offered by the third-party manufacturers of such Products to You and will give You reasonable commercial assistance in seeking the benefits thereof.
13. Limited Warranty for Services; Sole Remedy. The Company warrants that in performing Services it will: (a) use personnel of required skill, experience, and qualifications; and (b) perform such Services in a professional and workpersonlike manner in accordance with generally recognized industry standards for similar services. In the event of a breach of this limited warranty, the Company will re-perform the Services which are the subject of the breach at no charge to You and You will accept such re-performed Services as Your sole remedy for such breach.
14. Extended Limited Warranties. In addition to the limited warranties set forth in Section 13, the Company may offer certain extended, limited warranties for Products and for Services ("Extended Warranties"). Any Extended Warranties included in this Contract are described in (or attached to) the applicable Offer and only apply if You timely pay any additional fees or other charges associated with such Extended Warranties.
15. Additional Restriction on All Warranties. The Products the Company sells and the Services that the Company provides require professional installation and regular maintenance to operate safely and efficiently. The jurisdiction in which the Property is located ("AHJ") may also have specific requirements. THE COMPANY DISCLAIMS ALL LIABILITY FOR ANY PRODUCTS THAT ARE IMPROPERLY INSTALLED, ALTERED, DAMAGED, OR INADEQUATELY MAINTAINED OR ARE INSTALLED BY YOU OR BY A THIRD PARTY WHOM YOU SELECT.
16. Disclaimer of Warranties. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WITH THE SOLE EXCEPTIONS OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 13 AND 14 ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, PRODUCTS AND SERVICES, AND EXPRESSLY DISCLAIMS ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, THE COMPANY ACKNOWLEDGES THAT CERTAIN IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER THE LAWS OF CERTAIN JURISDICTIONS.
17. Limitations of Damages. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY WILL NOT BE LIABLE TO YOU, OR ANYONE CLAIMING BY OR THROUGH YOU, FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, IMPLIED, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. YOU MUST COMMENCE SUIT ON ANY CLAIM AGAINST THE COMPANY WITHIN ONE (1) YEAR OF THE DATE UPON WHICH IT FIRST ARISES.

18. Term and Termination. The Term of this Contract will commence upon the date that You accept the Offer and terminate upon the expiration of the Offer or, if the Offer is accepted by You, on the date that performance is completed and all payments due hereunder are fully paid. In addition to the foregoing, the Company may terminate this Contract if You: (a) fail to pay any amount when due under this Contract and such failure continues for thirty (30) days after Your receipt of written notice of nonpayment; (b) have not otherwise performed or complied with any of the terms of this Contract, in whole or in part; or (c) become insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
19. Notices. All notices to be provided under this Contract will be sent to each party at the address set forth for such party in the Offer and will be sent by overnight courier with proof of delivery required.
20. Assignment. You may not assign any of Your rights or delegate any of Your obligations under this Contract without the prior written consent of Company. Any purported assignment or delegation in violation of the preceding sentence is null and void. No assignment or delegation relieves Customer of any of its obligations under this Contract.
21. Relationship between the Parties. The Company is an independent contractor. Nothing contained in this Contract will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.
22. Governing Law; Venue; Attorneys' Fees. Except as provided herein, all matters arising out of or relating to this Contract are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York. Both You and the Company irrevocably submit to the exclusive jurisdiction of any state or federal court in the State of New York for and with respect to any action or proceeding involving You and the Company. In any action which You or the Company commence against the other, the prevailing party will be entitled to collect its attorneys' fees and costs from the non-prevailing party to the maximum extent permitted by law.
23. Conditions to the Commencement of Litigation. NINETY (90) DAYS (SIXTY (60) DAYS IN NEW HAMPSHIRE) BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION AGAINST THE COMPANY, YOU MUST SERVE ON THE COMPANY A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE MAY ALSO BE STRICT DEADLINES AND PROCEDURES UNDER STATE LAWS, AND YOUR FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION AGAINST THE COMPANY.
24. WAIVER OF JURY TRIAL. IN ANY ACTION BROUGHT BY YOU OR THE COMPANY AGAINST THE OTHER, YOU AND THE COMPANY WAIVE ANY RIGHT THAT YOU OR THE COMPANY MAY HAVE TO A TRIAL BY JURY OF ANY ISSUES BETWEEN YOU AND THE COMPANY.
25. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
26. Integrated Agreement. This Contract is a single, integrated agreement that supersedes any prior discussions and offers as well as any demonstrations, promotions or advertisements. It may be signed in counterparts which may be signed electronically.
27. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Contract including, but not limited to, Sections 9 – 16 and 20 – 26 of these Terms.