

GENERAL CONDITIONS
Between CAZ Energy Audits LLC dba Favinger Plumbing ("CAZ") and Client

These General Conditions and the Work Order shall constitute the entire agreement between CAZ and the Client. Terms set forth on the Work Order are a material part of this Agreement. Payments to CAZ are due on receipt unless otherwise agreed to in writing.

- 1. CHANGES IN THE WORK.** Client may request change orders after commencement of work, which shall be made in writing to CAZ and shall only be accepted when such writing is signed by both parties.
- 2. SCOPE.** The scope of work in this contract is limited to only that work stated on the Work Order. Client will maintain the property and structure in the same condition as when the bid was prepared and will remove all personal belongings from the work area.
- 3. LEAD PAINT.** Federal law requires contractors that disturb painted surfaces in homes, child care facilities, and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Client certifies they received a copy of the lead hazard information pamphlet informing them of the potential risk of the lead hazard exposure from renovation activity to be performed in their dwelling unit. Client received this pamphlet before work began.
- 4. CORRECTION OR COMPLETION OF WORK. Opportunity to Correct/Complete.** Client shall not (whether individually or through a third party) correct any alleged defective work until after CAZ is provided with notice and reasonable opportunity to photograph and correct any alleged defective work. If Client or a third party corrects allegedly defective work without affording the above-described opportunity to CAZ, Client accepts all work "**AS IS**" and waives any claim against CAZ for the alleged defective work.
- 5. WARRANTY.** CAZ warrants that its work will be performed in accordance with industry standards and in compliance with all applicable laws. CAZ will promptly return to the project at CAZ's expense and correct any work that does not comply with the requirements of this Agreement. Any claim that involves a defect in a manufactured part or material will be processed under the terms and conditions of that manufacturer's warranty, which may or may not include labor or material costs. Any costs not covered by the manufacturer's warranty will be the responsibility of the client. CAZ's warranty expires one year from the earlier of: (1) substantial completion of CAZ's work, or (2) cessation of CAZ's work at the property. Any warranty claim of Client shall accrue only during this period. Any warranty claim must be in writing and sent by mail or email to CAZ during the warranty period or it is waived. Any warranty claim or any other cause of action arising from CAZ's performance of this contract must be filed in a court of competent jurisdiction within four (4) months after expiration of the warranty. Any unresolved, unasserted or undiscovered claim or cause of action, which is not filed within four (4) months after the expiration of this warranty is waived. Warranty work performed by CAZ does not extend the warranty. If anyone other than CAZ performs or re-performs any of CAZ's work, then CAZ shall be relieved of its obligations under this warranty and Client shall be deemed to have waived the benefits of this warranty. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.**
- 6. TERMINATION.** If Client terminates the contract without cause prior to completion of CAZ's work, then in addition to any other damages to which CAZ may be entitled, CAZ shall be entitled to its lost profits, which the parties agree shall be a liquidated sum in the amount of ten percent of the portion of the work that has not been completed at the time of termination. For the purpose of the preceding sentence, "cause" means that CAZ has materially breached the contract. CAZ may terminate this contract at any time and for any reason, in which case CAZ shall be entitled to payment for work performed through the date of termination.
- 7. FAILURE TO PAY.** Client's failure to pay any amount when due to CAZ shall be subject to 1% interest per month on all unpaid amounts until paid in full.
- 8. LIMITATION OF REMEDIES AND LIABILITY.** CAZ's total liability for all defects, loss, and damages including attorney fees and costs relating thereto arising from claims for breach of contract and breach of warranty shall not exceed the amount of the contract price or the amount paid by Client to CAZ for the applicable project, whichever is less. CAZ shall not be liable for consequential damages, including but not limited to damages incurred by Client for delays, loss of income or profit, financing, reputation and investigation expenses. These limitations of liability are reflected in the contract price. If, prior to the signing of this agreement, Client desires to modify or even eliminate these limitations of liability, CAZ is willing to do so, but a higher contract price will then be negotiated.
- 9. GENERAL.** This Agreement (including the attachments): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) may only be amended in a writing signed by both parties; (iv) binds and inures to the benefit of the parties and their respective successors, permitted assigns, agents and representatives; (v) shall be governed by the internal laws of the State of Washington without reference to its conflict of laws provisions and venue shall be in Whatcom County, Washington; (vi) failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself; (vii) any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions shall nevertheless remain in full force and effect; (viii) in the event any action, mandatory arbitration or legal proceedings are commenced to enforce any of the terms and conditions hereof, or to terminate this Agreement, the prevailing party shall receive from the other a reasonable sum as attorney's fees, together with costs; (ix) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement and (x) by signing the Work Order, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.