

TERMS AND CONDITIONS

These Terms and Conditions (“Agreement”) govern all plumbing, heating, and HVAC services (“Services”) provided by Hutzell Plumbing and Heating (“Company”) to the customer (“Customer”). By authorizing work, signing an estimate, or accepting service, Customer agrees to the following terms.

1. Scope of Work

The Company will provide Services as described in the written estimate, proposal, or work order. Any additional work requested by Customer that is not included in the original scope will require approval and may result in additional charges.

2. Estimates and Pricing

- Estimates are based on visible conditions at the time of inspection.
- Prices may change if hidden or unforeseen conditions are discovered.
- Time-and-materials work will be billed at current labor rates plus materials.
- All estimates are valid for 30 days unless otherwise stated.

3. Payment Terms

- Payment is due immediately upon completion of work unless otherwise agreed in writing.
- For installation work, a 50% deposit is required prior to scheduling, with the remaining balance due upon completion.
- Late payments are subject to interest charges of 1.25% per month.
- Customers agree to pay all reasonable collection costs, including attorney fees, court costs, and lien filing fees if payment is not made.

4. Permits and Inspections

The Company will obtain necessary permits unless otherwise specified. Customer agrees to provide access for required inspections. Any delays due to permitting or inspection processes are not the responsibility of the Company.

5. Customer Supplied Parts

- **No Warranty:** All work performed with customer-supplied parts carries no warranty or guarantee on any parts, labor or services.
- **Liability Waiver:** Customer agrees to hold the shop harmless for any damage, losses or injuries caused by or resulting from customer supplied parts.
- **Labor Charges:** If supplied parts are incorrect, defective, or fail, the customer agrees to pay all diagnostics, removal, and reinstallation labor at standard rates.
- **No Guarantee:** The shop cannot guarantee the quality, performance, or compatibility of parts not sourced by us.
- **Right to Refuse:** We reserve the right to decline any request to install customer-supplied parts at our discretion.

6. Access to Property

Customers shall provide clear and safe access to all work areas. The Company is not responsible for delays or additional costs caused by restricted access, unsafe conditions, or failure to disclose known issues.

7. Customer Responsibilities

- Ensure pets are secured during service.
- Remove or protect personal property near work areas.
- Provide access to utilities (water, gas, electricity) as required.

8. Changes and Unforeseen Conditions

If unforeseen conditions arise (including but not limited to code violations, hidden damage, outdated piping, or unsafe installations), the Company will notify Customer and provide options. Additional charges may apply for corrective work.

9. Warranties

- **Labor Warranty:** The Company warrants workmanship for a period of one (1) year from completion.
- **Manufacturer Warranty:** Equipment and materials are covered solely by the manufacturer's warranty.
- **Exclusions:** No warranty is provided on customer-supplied materials or equipment.
- Warranty is void if work is altered, misused, improperly maintained, or serviced by others.

10. Limitation of Liability

To the fullest extent permitted by Michigan law: - The Company is not liable for pre-existing conditions or damages. - The Company is not liable for delays caused by factors beyond its control, including but not limited to weather, material shortages, or utility interruptions. - The Company is not liable for incidental, indirect, or consequential damage, including property damage beyond the immediate work area. - Total liability shall not exceed the total amount paid by Customer for the Services provided.

11. Emergency and After-Hours Services

Emergency or after-hours services are subject to a \$200 after-hours fee in addition to applicable overtime labor rates. Customers will be informed, when possible, prior to dispatch.

12. Cancellation Policy

While no cancellation fee is automatically applied, the Company reserves the right to charge for lost time or travel in cases of repeated cancellations or failure to provide access.

13. Code Compliance

All work will comply with applicable local codes in Ann Arbor, Michigan at the time of installation. The Company is not responsible for bringing entire systems up to current code unless explicitly included in the scope of work.

14. Cleanup

The Company will make reasonable efforts to clean the work area upon completion but is not responsible for restoring the area to pre-existing conditions beyond normal jobsite cleanup. Human feces and urine are considered biohazardous waste. Proper cleaning is regulated by OSHA to protect individuals from infectious diseases. Professional remediation may be necessary.

15. Lien Rights

Customers acknowledge that the Company reserves the right to file a construction lien in accordance with Michigan law for unpaid balances. Customer agrees to pay all costs associated with enforcing lien rights.

16. Indemnification

Customer agrees to indemnify and hold harmless the Company from any claims, damages, or expenses arising from unsafe conditions, undisclosed hazards, or Customer negligence.

17. Governing Law

This Agreement shall be governed by the laws of the State of Michigan.

18. Entire Agreement

This document, along with any signed estimates or proposals, constitutes the entire agreement between the parties.

By authorizing Services, Customer acknowledges and agrees to these Terms and Conditions.