

# STANDARD TERMS AND CONDITIONS

("Services") offered, rendered or provided by Poseidon Pro-Wash ("PPW") to customer ("Customer"), ("Client") or ("you"), including in any PPW quote ("Quote"), work ("Work") job ("Job"). Standard Terms and Conditions, the Quote, the Work, and Job (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous agreements. These Standard Terms and Conditions may only be amended or modified in writing which specifically states that it amends these Standard Terms and Conditions and is signed by an authorized representative of each party. The customer understands that the Standard Terms and Conditions are in effect upon approval of the Quote.

**1. Scope of Work:** The Services to be performed are limited to the line items stated in the Quote. Additional services either before, during or after completion of the Job at your request will incur additional charges. Please read the Quote carefully to ensure that the Quote reflects what you want done.

**2. Scheduling:** PPW shall do its best to fulfill the Job on a date and time agreed upon between both parties. However, if PPW feels it would be dangerous or imprudent to do the Job on the agreed date because of weather conditions, equipment malfunction, PPW reserves the right to reschedule a time as soon as possible after the original date. Time is not of the essence. Customer-requested scheduling changes must be made at least 48-hours in advance, otherwise a \$125 rescheduling fee may be charged. A Travel charge may also be charged if PPW cannot perform the Job upon arrival because you are not home to meet us at the time agreed for the start of the Job, the outside water source is not turned on, your water hose cannot be removed from spigot with minimum effort, cars are in the driveway, your property ("Property") is inaccessible due to locked gate/door, windows to the house are open, and/or furniture or trinkets are on the deck, patio, pool deck or other area to be washed.

**3. Notifying Occupants:** Because of the nature of the Job, it is the responsibility of you, the customer, to make all arrangements necessary to notify any and all residents, tenants, visitors or employees of the pending Work and ensure they have removed or protected adequately all property that could be in the area where the Job will occur. If PPW arrives at the Property and the removal or protections have not been carried out, the Job will be rescheduled and you may be charged a Travel charge (currently \$100.00).

**4. PPW Responsibility and Protection:** Foliage or grass in the areas to be cleaned is subject to possible stress, wilting and superficial discoloration or death from the cleaning solution containing high levels of salt and chlorine. While PPW will do everything within their capabilities to minimize the possibility of this effect from occurring, including thoroughly soaking down exposed areas with water prior to, during and after application of the cleaning solution, the use of gutter bags to collect cleaning solution runoff from exposed gutter openings (excluding gutters and/or buried corrugated pipe designed to direct water underground or to another location on the Property) during roof washes, and tarp coverage, you accept and understand the cleaning solution used is designed to kill unwanted living organisms such as algae, mold, fungi and mildew and that the use of tarps during hot temperatures could negatively affect living foliage or grass. Where foliage is in proximity on Property, while unlikely, it is possible small amounts of cleaning solution could damage or discolor any foliage or plants if contact occurs including splashing, dripping or wind changes carrying the water/chemical. If despite all best efforts by PPW some discoloration appears in vegetation, such discoloration is most likely a temporary condition and green will return with watering and nutrients done by you for 2-5 days after Work. PPW cannot therefore be held responsible for any damage to foliage or plants as a result of cleaning. PPW is not liable for water damage from water entering through broken or missing seals around doors or windows, windows or doors left open, or for water damage to leaky water spigots, on Property. It is the responsibility of you, the client, to ensure that all exposed electrical equipment and sources are watertight (e.g. fire or alarm control panels, outlets, outdoor sockets, doorbells, speakers, security cameras/sensors, ceiling fans, televisions and the like) prior to the Job and PPW is not responsible for water or fire damage as a result of inadequate sealing or protection of any outdoor electric device or outlet. PPW will need access to your hose connections, spigots, pipes, and valves to do the Work. Please ensure that these are in good working order and securely fixed to walls to avoid damage. You are responsible for turning spigots on before the Work and turning them off after the Work. PPW is not responsible for costs of leaky water systems. Pets, if applicable, must be kept inside during the Job and for 1 hour after completion of the Job to allow cleaning solutions to fully dry. To the extent permissible under applicable law, PPW is not responsible for injuries (including damage to clothing) caused if you, your pets, tenants, visitors, guests, employees, or other residents of the Property enter areas where we are doing the Job.

**5. Things for which PPW is not responsible:** Cleaning can sometimes reveal pre-existing conditions and issues, such as: concrete that has not been laid properly or in manner that the homeowner finds aesthetically-pleasing, loose or chipping concrete or paint, wood rot, paint oxidation, ivy stems, blown window seals, and the like. PPW is not responsible for such pre-existing conditions becoming evident as a result of the Work. Sand loss can occur when washing pavers and PPW is not responsible for such loss. Unless otherwise noted in Quote, PPW is being hired to perform general maintenance cleaning to remove organic material from surface only, which includes mold, mildew, algae, cobwebs, pollen, dust, etc. This does not include removing inorganic staining such as oil, grease, iron oxide (rust), bubble gum, efflorescence, calcium, cooper, clay stains, vine stems, artillery fungus, or oxidation. Costs to remove inorganic stains are charged separately and, while PPW will do its best to remove such stains, it cannot guarantee that complete removal will be possible. PPW is not responsible for any changes in paint colors or wood staining or sealing due to a reaction between the paint colors or wood staining or sealing and the chemicals used for the Job. A paint patch test will not always reveal manufacturing issues with the paint tint and some paints with organic pigments are more susceptible to changing color. The products that we use require time to dry in order to be effective. PPW is not responsible to for damage resulting from you or any other visitor to the Property walking on floors where we have applied chemicals before the chemicals have dried. PPW is not responsible for areas becoming dirty after completion of the Job.

**6. Approval Notice and Waiver of Claims:** At the end of the Job before departure, your PPW representative will ask to perform a ("Post-Job Inspection") or ("PJI") with you, provided you are present, available, capable and willing to do so, through the areas in which the Job was performed. Any claim of damage or dissatisfaction must be mentioned to representative during the PJI and written note will be made on the Quote or Invoice. If your concerns are not expressed during the PJI or you decline the PJI, you will be deemed to have accepted the Job as satisfactory. If you are not present, available, capable and willing to do the PJI at the time of completion, all claims about the Job are waived if you do not notify PPW in writing within 24 hours of completion of the work. Any claim does not affect duty to pay the invoice. See Section 10 for further details on remedies.

**7. Price & Taxes:** The costs of the Work shall be as stated in the Estimate and you are responsible for the cost of water used for the Work, unless otherwise noted on Work Order. Prices in Estimates are valid for 30 days only. Once you schedule an appointment, you will be deemed to have agreed to and approved the cost of the Work as set out in the Estimate and the Work Order. If you reschedule an appointment and PPW's costs increase due to materials, production, manufacturing, or similar factors after the time originally scheduled for the Work, then PPW reserves the right to adjust its prices accordingly. Except for any taxes imposed on, or with respect to, PPW's income, revenues, gross receipts, personnel or real or personal property or other assets, you shall be responsible for all such charges, costs and taxes.

**8. Payment Terms:** All Commercial Work must be secured by a major credit card prior to performance of the Job and you agree to authorize PPW to collect payment from your card for the amount on the Quote

upon completion of the Job. Depending on the nature of the Work, a deposit may be due prior to scheduling ("Deposit"). If the Deposit is not paid at least 24 hours before the scheduled date for the Work, PPW reserves the right to cancel or postpone the date for Work until after the Deposit has been paid. You shall pay all remaining invoiced amounts due to PPW on site at the end of the Walk-Through. PPW may ask you for payment upfront if you indicate that you will not be home at the time of the conclusion of the Work. If PPW waives the requirement to pay in advance as a courtesy to you, you shall pay the amount on the Order Confirmation within 24 hours of the Job being completed. All late payments accrue interest at the lesser of the rate of 3% per month calculated daily and compounded monthly, or the highest rate permissible under applicable law. You shall reimburse PPW for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law (which PPW does not waive by the exercise of any rights hereunder), PPW shall be entitled to suspend the performance of any Job if you fail to pay any amounts when due hereunder and have not remedied the failure within 24 hours of notification. You shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with PPW, whether relating to PPW's breach, bankruptcy or otherwise.

**9. Remedies & Limitation of Warranties:** PPW represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. PPW shall not be liable for a breach of the warranty set forth in this Section 9 unless you, the customer gives written notice of the allegedly defective Job, reasonably described, to PPW at the time of the PJI, or (only if you, the customer is not at home at the time of completion of the Work) within 24 hours of the time when you, the customer, discovers or ought to have discovered that the Job was defective, i.e. within 24 hours of completion of the Job. PPW shall, in its sole discretion, either (a) re-perform such Job (or the defective part); or (b) credit or refund the price of such Job at the pro rata contract rate. **THE REMEDIES SET FORTH IN SECTION 10 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND PPW'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10.**

**10. Disclaimer of Warranties:** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9 ABOVE, PPW MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**11. Limitation of Liability:** IN NO EVENT SHALL PPW BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, 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 PPW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PPW AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PPW FOR THE WORK IN THE APPLICABLE ORDER CONFIRMATION. The limitation of liability set forth in this Section 12 shall not apply to the extent prohibited by applicable law.

**12. Indemnification & No Liability to Third Persons:** Except for the Limited Warranties for the benefit of an end-buyer, PPW shall in no way be liable to you for any claim or action by any third-party (whether or not employees of PPW or Customer) related to the Work or the presence of PPW's employees on Customer's premises. You agree to indemnify, hold harmless, and defend PPW and its officers, directors, employees, agents, affiliates, and successors, against any and all losses, damages, claims, judgments, costs, or expenses of whatever kind, including attorneys' fees that are incurred by PPW arising out of or related to any third-party claim in connection with the Services.

**13. No Claims Against Secured Parties:** You shall not assert against any party (or assignee) with a security interest in any agreement between you and PPW, or in PPW's inventory or accounts, any claim that you may have against PPW.

**14. Compliance with Laws:** You shall comply with all applicable laws, regulations and ordinances. You shall maintain in effect all the licenses, permissions, authorizations, consents and permits that you need to carry out your obligations under this Agreement, including appropriate authorizations, consents, or the like from any relevant Home Owners' Association.

**15. Statute of Limitations for Claims, Governing Law & Dispute Resolution:** All claims by Customer arising out of this Agreement shall be brought within one (1) year of the completion of the Work. This Agreement shall be deemed to have been made in the State of Georgia and governed by the laws of the State of Georgia. Each party agrees that service of process may be affected by nationally recognized trackable carrier, in the case of the Customer to Customer's address at which the Work was performed, in addition to any other methods available under applicable law. Any dispute arising out of this Agreement shall be addressed exclusively by the Courts of the County of Cherokee Georgia or any such county wherein the Work is performed, and the prevailing party shall be entitled to its attorneys' fees and costs of litigation.

**16. Termination:** In addition to any remedies that may be provided under these Terms, PPW may terminate this Agreement with immediate effect upon written notice to you, if you: (1) fail to pay any amount when due under this Agreement; (ii) have not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) become insolvent, files a petition for bankruptcy or commence or has commenced against you proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Termination by PPW shall not affect amounts owed for Services performed prior to termination.

**17. Waiver:** No waiver by PPW of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by PPW. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**18. Severability:** If any term, subsection, or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term, subsection, or provision of this Agreement or invalidate or render unenforceable such term, subsection or provision in any other jurisdiction.

**19. Force Majeure:** PPW shall have no liability for failure or delay in fulfilling or performing any term of this Agreement resulting from acts or circumstances beyond the reasonable control of PPW, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, or failure of PPW's suppliers to furnish utilities or materials necessary for performing the Job.