

Nitro Construction Services, Inc.
Fire Protection Division

Invoice



An Energy Services Of America Corporation Company 4300 First Avenue, 2nd Floor, Nitro, WV 25143 (304) 204-1500
An Equal Opportunity Employer

Customer Number
1621

Invoice Number
FP49335222

Bill To:

WV ABCA Warehouse
97 Independent Ave

Nitro, WV 25143

Work Performed At:

West Virginia ABCA Warehouse
97 Independent Avenue
Nitro, WV 25143

Invoice Date	Job No	Tech Assigned	Customer PO	Payment Terms
8/14/2026	FP1001	Eric Adkins		NET30

Work Requested By:

Work Requested:

Water pouring out of box.

Description of Repair:

When I arrived water was pouring out of the jockey pump controller. I found that the ransducer was leaking and spraying water li

Quantity	Description	U/M	Rate/Unit	Price
4.00	Labor (OT)	HR	145.00	580.00
1.00	Truck / Tool Charge	EA	50.00	50.00

comm. code
#72101500
7359
0700
6103-6207

Remit To: Nitro Construction Services, Inc.
C/O Energy Services Of America
PO Box 5247
Charleston, WV 25361

Subtotal \$ 630.00
Sales Tax (if applicable) \$ 0.00
Total Due \$ 630.00

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF SECTIONS 6.7 AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF. UNLESS OTHERWISE STATED IN CONTRACTED PAYMENT TERMS, NITRO CONSTRUCTION SERVICES RESERVES THE RIGHT TO REFUSE ANY STARTUP / COMMISSIONING / SERVICE / WARRANTY WORK UNTIL THE BALANCE OF THIS INVOICE IS PAID IN FULL.



Fire Protection Division

Site Name:	ABCA warehouse	Customer Name:		Job/WO #:	FP1001/ #49335222
Site Address:	97 Independent avenue	Billing Address:		Contact Name/No:	
Work Requested By:	Nitro, W.V. 25143				

Service: ☒

Contract: ☐

Extra: ☐

Other: ☐

Service Requested:	Water pouring out of box.

Work Performed:	When I arrived water was pouring out of the jockey pump controller. I found that the transducer was leaking and spraying water inside of the panel. This transducer will have to be ordered and replaced. I shut off power and water to the jockey pump and red tagged them. The main fire pump is still on to provide protection to the building.

Labor:	Date	ST	OT	DT
4	7-7-26		4	

Material:	Qty
Truck and Tools	1


 Customer Signature
Ronnie Briscoe
 Customer Name
 Customer PO

7-7-26
 Date
Eric Adkins
 Technician

Thank you for using Nitro Mechanical!
www.nitroconstructionservices.com

*By signing this work order, you agree to Nitro Construction Services Terms & Conditions.

4300 1st Avenue - PO Box 870, Nitro, WV 25143 - Phone: 304-204-1500 - Fax: 304-204-1530

WORK ACKNOWLEDGEMENT



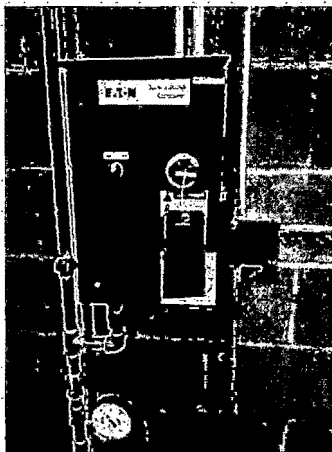
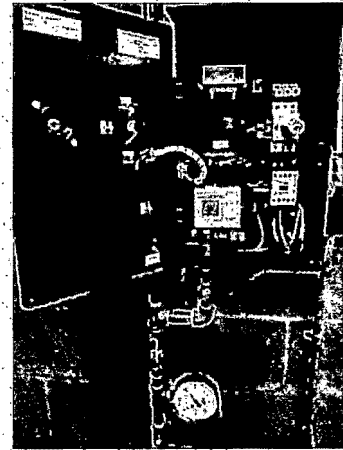
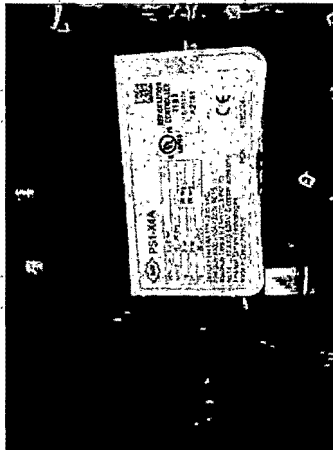
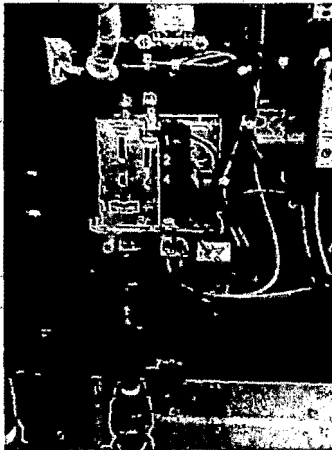
Your Technician:
Eric Adkins
On site 7/7/2026 at 3:27pm

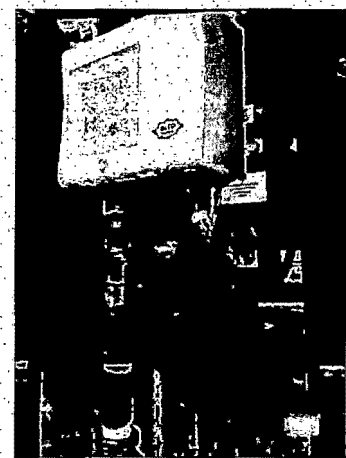
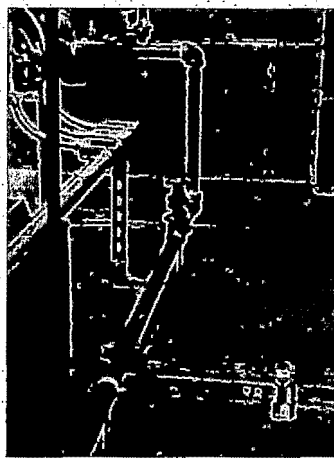
From | **NCS - Fire Protection Division**
4300 1st Avenue
Nitro, WV 25143
(304) 204-1566

Date of Service | 7/7/2026
Job No. | 49335222
Type | Priority Service Call
PO No. |

Job For | **West Virginia ABCA Warehouse**
97 Independent Avenue
Nitro, WV 25143

Files and Photos



[illegible]

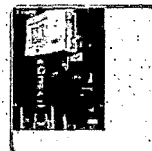
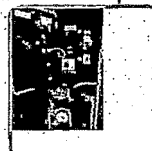
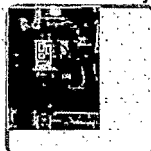
Reed 7-7-20
 Ronnie Broome Eric Adams

Deficiencies

NEW
Inoperable
DISCOVERED
07/07/2026
4:43 PM

Description:

Transducer for jockey pump has went bad and needs replaced.



Comments

No Comments

Disclaimers and Warranties

1. Scope of Terms and Conditions. The Terms and Conditions of product sales and service projects are limited to those contained herein. Any additional or different terms or conditions in any form delivered by you (Customer) are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting delivery of the products or by engaging Nitro (Seller) to provide product(s) or perform or produce any services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Seller have signed a separate agreement, in which case the separate agreement will govern. These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either Terms and Conditions or this Agreement. Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or engaging Seller to perform or procure any services.

2. Hours and Installation. It is agreed that all installation, alteration, maintenance, and other work, including inspections and tests of said system, shall be performed during regular business hours, exclusive of Saturdays, Sundays, and holidays, unless Customer otherwise directs in which case Customer hereby agrees to pay Seller any increased cost resulting therefrom. Seller assumes no liability for delays in installation or alterations of equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God, or any cause beyond its control, and will not be required to supply service while any such delay or interruption shall continue.

3. **Code Compliance.** Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority having jurisdiction may establish additional requirements for compliance with local codes.

4. **Reports.** When inspection and/or test services are selected such inspection and/or test shall be completed on Sellers then current inspection form which shall be given to Customer, and, where applicable, Seller may submit a copy thereof to the local authority having jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Customer. The Customer shall promptly notify Seller of any malfunction in the system which comes to Customers attention. If upon inspection Seller determines that repairs are recommended repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and if specified testing) provided under this Agreement does not include any Maintenance, Repairs, Alterations, Replacement of Parts, or Any Field Adjustments whatsoever, nor does it include the correction of any deficiencies identified by Seller to Customer. Seller shall not be responsible for equipment failure occurring while Seller is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This contract does not cover Systems, Equipment, Components, or Parts that are below grade, behind walls or other obstructions.

5. Sales Tax. The Seller is required to charge sales tax on items for which a sales tax exemption certificate has not been provided.

6. Change Orders. During the progress of the work under this Agreement, if Customer should order extra work not specified in the Agreement, Seller may require such extra work to be considered an agreement separate and aside from this Agreement and may require payment for said extra work in advance.

7. Zoning and Permits. Customer agrees to timely furnish all information necessary to secure plans and permits for the work called for under this Agreement, and Customer warrants the work contracted for to be in compliance with applicable zoning, classification and building codes. Any costs for work not in the Estimate but required by lawful authorities to bring the work into compliance with applicable code shall be the responsibility of the Customer. Seller assumes no responsibility for violation of zoning rules/laws.

8. Insurance and Waiver of Subrogation. Customer shall maintain property insurance upon the entire structure including all work to be performed pursuant to this Agreement to the full insurable value thereof. This insurance shall inure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Customer and Seller waive all rights against each other for damages caused by insured perils whether or not such damage is caused by the fault or negligence of any party hereto.

9. Indemnification.** Customer shall indemnify, defend, and hold harmless Seller and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of Seller; and (b) any failure of the Customer to comply with the requirements of the Agreement.

10. Collections. If amounts owing under this Agreement are not paid within thirty (30) days, Seller reserves the right to charge Customer a late fee on any outstanding balance at two per cent (2%) per month or twenty-four per cent (24%) per annum on the unpaid amount calculated from the date payment was due. Customer will be deemed to have accepted Sellers performance as complete under this Agreement unless Customer notified Seller in writing otherwise within thirty (30) days of substantial completion. Should Seller retain the assistance of a third party, including without limitation an attorney, to assist with collection of unpaid amounts due and owing, Customer agrees to pay Sellers costs associated therewith including without limitation reasonable attorneys fees, court costs, and interest at the maximum legal rate.

11. Title to Equipment. Title to all equipment shall remain at all times with the Seller until fully paid. Seller shall have a security interest in the equipment sold hereunder until it is fully paid for and Customer agrees to perform all acts which may be necessary to assure Sellers security interest in the equipment. Should Customer default in any payment for the equipment, Customer authorizes and empowers Seller to remove the equipment from the premises, to disconnect the equipment, to render the equipment incapable of communicating with a central station and to enforce any valid and all of Sellers rights as a secured party under the Uniform Commercial Code. Such removal and/or disconnection shall not be deemed a waiver of Sellers right to damages sustained because of Customers default, and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way be obligated to repair, restore, or redecorate the premises in the event the equipment is removed because of Customers breach of this Agreement. Seller shall in no event be liable for direct, special, incidental, or consequential expense, loss or damage to the Customer resulting from such removal, disconnection and/or rendering the equipment incapable of communicating, and Customer hereby releases Seller from all such foregoing expenses, loss and damage incurred by the Customer in this regard. Risk of loss or damage to the equipment shall pass to Customer upon delivery to the premises. Customer agrees that the equipment, upon installation, shall remain personal property and in no event shall be deemed to be realty whether affixed to the premises or not.

12. Warranties. ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED AND WAIVED BY THE CUSTOMER. All materials, parts, and equipment are only warranted by the manufacturers or suppliers as provided for by manufacturers or suppliers in writing. Seller warrants the labor performed by Seller for 1 year or as otherwise indicated in writing. Seller makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of Seller. No warranty for equipment, materials, or labor, whether written, implied, or otherwise, shall apply until Seller has been paid in full. All warranty periods begin at the time of substantial completion.

13. No Consequential Damages or Damages for Delays. In no event shall Seller be responsible for any damages related to delay, including but not limited to delay due to unavailability of materials or labor or for any circumstances beyond Sellers direct control. A work stoppage is outside its control. Similarly, Seller shall not be liable for any consequential damages or loss suffered by Customer or any other persons as a result of its performance or failure to perform under this Agreement or otherwise.

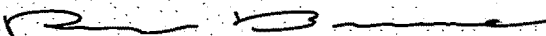
14. **Hazardous Conditions.** Customer represent to the best of Customers knowledge that no hazardous conditions such as risk of infectious disease, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation, or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during Sellers work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall always remain the responsibility and property of Customer. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

15. ****OSHA Compliance.****Customer shall indemnify and hold Seller harmless from and against all claims, demands, and damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

16. ****Assignment.****Any assignment of this Contract by Customer without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

Signature

07/07/2026 04:44pm EDT



Accepted By: Ronnie Briscoe

Nitro Construction Services, Inc.
Fire Protection Division

Invoice



An Energy Services Of America Corporation Company 4300 First Avenue, 2nd Floor, Nitro, WV 25143 (304) 204-1500
An Equal Opportunity Employer

Customer Number
1621

Invoice Number
FP49446088

Bill To:

WV ABCA Warehouse
97 Independent Ave

Nitro, WV 25143

Work Performed At:

West Virginia ABCA Warehouse
97 Independent Avenue
Nitro, WV 25143

Invoice Date	Job No	Tech Assigned	Customer PO	Payment Terms
8/14/2026	FP1001	Andrew Barker		NET30

Work Requested By:

Work Requested:

Replace transducer in Jockey Pump Controller.

Description of Repair:

Replaced jockey transducer. put system in service

Quantity	Description	U/M	Rate/Unit	Price
4.00	Labor (STD)	HR	120.00	480.00
1.00	Transducer	EA	530.00	530.00

Remit To: Nitro Construction Services, Inc.
C/O Energy Services Of America
PO Box 5247
Charleston, WV 25361

Subtotal \$ 1,010.00
Sales Tax (if applicable) \$ 0.00
Total Due \$ 1,010.00

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comm. code
#72101506
7359
0100
6103-6207

Fire Protection Division

FP1001



Site Name:	WV ABCA Warehouse	Customer Name:	Ronnie Briscoe	Job/WO #:	49446088
Site Address:	97 Independent Ave N. To, WV 25143	Billing Address:		Contact Name/No:	
Work Requested By:					

Service: ☒

Contract: ☐

Extra: ☐

Other: ☐

Service Requested:	Replace Transducer in Jockey Pump Controller
--------------------	--

Work Performed:	Removed damaged Transducer. Installed new one. Made sure new one worked and adjusted to 1.36 PSI. Put pump into service.
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Labor:	Date:	ST	OT	DT
Andrew Barker	7.28.26	4		

Material:	Qty
Transducer	1

Customer Signature
 Ronnie Briscoe
 Customer Name

7.28.2026
 Date
 Andrew T Barker
 Technician

Quote # 2017299
 Customer PO

Thank you for using Nitro Mechanical!
www.nitroconstructionservices.com

*By signing this work order, you agree to Nitro Construction Services Terms & Conditions.

4300 1st Avenue - PO Box 870, Nitro, WV 25143 - Phone: 304-204-1500 - Fax: 304-204-1530

WORK ACKNOWLEDGEMENT



Your Technician:
Andrew Barker
On site 7/28/2026 at 6:59am

From | **NCS - Fire Protection Division**
4300 1st Avenue
Nitro, WV 25143
(304) 204-1566

Date of Service | 7/28/2026
Job No. | 49446088
Type | Repair
PO No. |

Job For | **West Virginia ABCA Warehouse**
97 Independent Avenue
Nitro, WV 25143

Services completed

Electric Fire Pump - Pump room Peerless Pump 92718489
Replace transducer in Jockey Pump Controller

Parts, labor and items used		QTY
Other	Labor(ST)	4
Other	Transducer	1

Files and Photos

WORK ACKNOWLEDGEMENT

Project: 49446088
Job No: 49446088
Job Name: West Virginia ABCA Warehouse
Job Address: 97 Independent Avenue
Job City: Nitro, WV 25143
Job State: WV
Job Zip: 25143
Job Phone: (304) 204-1566
Job Email: info@nitroconstruction.com

Service to be performed:
Replace transducer in Jockey Pump Controller

Service completed on: 7/28/2026
Service completed by: Andrew Barker

Service completed at: 6:59am

Service completed for: West Virginia ABCA Warehouse

Service completed by: Andrew Barker

Service completed at: 6:59am

Service completed for: West Virginia ABCA Warehouse

WORK ACKNOWLEDGEMENT

Project: 49446088
Job No: 49446088
Job Name: West Virginia ABCA Warehouse
Job Address: 97 Independent Avenue
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Job State: WV
Job Zip: 25143
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Job Email: info@nitroconstruction.com

Service to be performed:
Replace transducer in Jockey Pump Controller

Service completed on: 7/28/2026
Service completed by: Andrew Barker

Service completed at: 6:59am

Service completed for: West Virginia ABCA Warehouse

Service completed by: Andrew Barker

Service completed at: 6:59am

Service completed for: West Virginia ABCA Warehouse

Comments



Andrew Barker
07/28/2026 09:53am EDT

replaced jockey transducer. put system in service

Disclaimers and Warranties

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9. Indemnification.** Customer shall indemnify, defend, and hold harmless Seller and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of Seller; and (b) any failure of the Customer to comply with the requirements of the Agreement.

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12. Warranties. ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED AND WAIVED BY THE CUSTOMER. All materials, parts, and equipment are only warranted by the manufacturers or suppliers as provided for by manufacturers or suppliers in writing. Seller warrants the labor performed by Seller for 1 year or as otherwise indicated in writing. Seller makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of Seller. No warranty for equipment, materials, or labor, whether written, implied, or otherwise, shall apply until Seller has been paid in full. All warranty periods begin at the time of substantial completion.

13. No Consequential Damages or Damages for Delays. In no event shall Seller be responsible for any damages related to delay, including but not limited to delay due to unavailability of materials or labor or for any circumstances beyond Sellers direct control. A work stoppage is outside its control. Similarly, Seller shall not be liable for any consequential damages or loss suffered by Customer or any other persons as a result of its performance or failure to perform under this Agreement or otherwise.

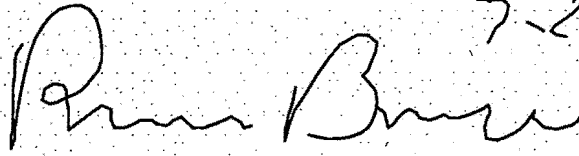
14. **Hazardous Conditions.** Customer represent to the best of Customers knowledge that no hazardous conditions such as risk of infectious disease, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation, or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during Sellers work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall always remain the responsibility and property of Customer. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

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16. **Assignment.** Any assignment of this Contract by Customer without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

Signature

07/28/2026 09:54am EDT

7-29-26


Accepted By: Ronnie Briscoe

Ronnie.a.briscoe@wv.gov



NITRO CONSTRUCTION SERVICES

Fire Protection Division
4300 1st Avenue
Nitro, WV 25143
24/7 Phone Line: 304-204-1566
nitrofp@nitrocs.com

From NCS - Fire Protection
Division
4300 1st Avenue
Nitro WV 25143
(304) 204-1566

Quote No. 2017299

Quote For West Virginia ABCA
Warehouse
97 Independent Avenue
Nitro WV 25143
(304) 356-5570

Type Repair
Prepared By Richard Häusler
Created On 07/09/2026
Valid Until 08/15/2026

Services to be completed

[Fire Pump] Electric Fire Pump - Pump room Peerless Pump 92718489
Replace transducer in Jockey Pump Controller

Parts, Labor, and Items	Quantity	Unit Price	Total
Labor(ST)	4	\$120.00	\$480.00
Transducer	1	\$530.00	\$530.00
GRAND TOTAL			\$1,010.00

Terms and Conditions

- 1. Scope of Terms and Conditions.** The Terms and Conditions of product sales and service projects are limited to those contained herein. Any additional or different terms or conditions in any form delivered by you (Customer) are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting delivery of the products or by engaging Nitro (Seller) to provide product(s) or perform or produce any services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Seller have signed a separate agreement, in which case the separate agreement will govern. These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either Terms and Conditions or this Agreement. Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or engaging Seller to perform or procure any services.
- 2. Hours and Installation.** It is agreed that all installation, alteration, maintenance, and other work, including inspections and tests of said system, shall be performed during regular business hours, exclusive of Saturdays, Sundays, and holidays, unless Customer otherwise directs in which case Customer hereby agrees to pay Seller any increased cost resulting therefrom. Seller assumes no liability for delays in installation or alterations of equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God, or any cause beyond its control, and will not be required to supply service while any such delay or interruption shall continue.
- 3. **Code Compliance.**** Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority having jurisdiction may establish additional requirements for compliance with local codes.
- 4. **Reports.**** When inspection and/or test services are selected such inspection and/or test shall be completed on Sellers then current inspection form which shall be given to Customer, and, where applicable, Seller may submit a copy thereof to the local authority having jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Customer. The Customer shall promptly notify Seller of any malfunction in the system which comes to Customer's attention. If upon inspection Seller determines that repairs are recommended repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and if specified testing) provided under this Agreement does not include any Maintenance, Repairs, Alterations, Replacement of Parts, or Any Field Adjustments whatsoever, nor does it include the correction of any deficiencies identified by Seller to Customer. Seller shall not be responsible for equipment failure occurring while Seller is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This contract does not cover Systems, Equipment, Components, or Parts that are below grade, behind walls or other obstructions.

5. Sales Tax. The Seller is required to charge sales tax on items for which a sales tax exemption certificate has not been provided.

6. Change Orders. During the progress of the work under this Agreement, if Customer should order extra work not specified in the Agreement, Seller may require such extra work to be considered an agreement separate and aside from this Agreement and may require payment for said extra work in advance.

7. Zoning and Permits. Customer agrees to timely furnish all information necessary to secure plans and permits for the work called for under this Agreement, and Customer warrants the work contracted for to be in compliance with applicable zoning, classification and building codes. Any costs for work not in the Estimate but required by lawful authorities to bring the work into compliance with applicable code shall be the responsibility of the Customer. Seller assumes no responsibility for violation of zoning rules/laws.

8. Insurance and Waiver of Subrogation. Customer shall maintain property insurance upon the entire structure including all work to be performed pursuant to this Agreement to the full insurable value thereof. This insurance shall inure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Customer and Seller waive all rights against each other for damages caused by insured perils whether or not such damage is caused by the fault or negligence of any party hereto.

9. Indemnification.** Customer shall indemnify, defend, and hold harmless Seller and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of Seller; and (b) any failure of the Customer to comply with the requirements of the Agreement.

10. Collections. If amounts owing under this Agreement are not paid within thirty (30) days, Seller reserves the right to charge Customer a late fee on any outstanding balance at two per cent (2%) per month or twenty-four per cent (24%) per annum on the unpaid amount calculated from the date payment was due. Customer will be deemed to have accepted Sellers performance as complete under this Agreement unless Customer notified Seller in writing otherwise within thirty (30) days of substantial completion. Should Seller retain the assistance of a third party, including without limitation an attorney, to assist with collection of unpaid amounts due and owing, Customer agrees to pay Sellers costs associated therewith including without limitation reasonable attorneys fees, court costs, and interest at the maximum legal rate.

11. Title to Equipment. Title to all equipment shall remain at all times with the Seller until fully paid. Seller shall have a security interest in the equipment sold hereunder until it is fully paid for and Customer agrees to perform all acts which may be necessary to assure Sellers security interest in the equipment. Should Customer default in any payment for the equipment, Customer authorizes and empowers Seller to remove the equipment from the premises, to disconnect the equipment, to render the equipment incapable of communicating with a central station and to enforce any valid and all of Sellers rights as a secured party under the Uniform Commercial Code. Such removal and/or disconnection shall not be deemed a waiver of Sellers right to damages sustained because of Customers default, and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way be obligated to repair, restore, or redecorate the premises in the event the equipment is removed because of Customers breach of this Agreement. Seller shall in no event be liable for direct, special, incidental, or consequential expense, loss or damage to the Customer resulting from such removal, disconnection and/or rendering the equipment incapable of communicating, and Customer hereby releases Seller from all such foregoing expenses, loss and damage incurred by the Customer in this regard. Risk of loss or damage to the equipment shall pass to Customer upon delivery to the premises. Customer agrees that the equipment, upon installation, shall remain personal property and in no event shall be deemed to be realty whether affixed to the premises or not.

12. Warranties. ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED AND WAIVED BY THE CUSTOMER. All materials, parts, and equipment are only warranted by the manufacturers or suppliers as provided for by manufacturers or suppliers in writing. Seller warrants the labor performed by Seller for 1 year or as otherwise indicated in writing. Seller makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of Seller. No warranty for equipment, materials, or labor, whether written, implied, or otherwise, shall apply until Seller has been paid in full. All warranty periods begin at the time of substantial completion.

13. No Consequential Damages or Damages for Delays. In no event shall Seller be responsible for any damages related to delay, including but not limited to delay due to unavailability of materials or labor or for any circumstances beyond Sellers direct control. A work stoppage is outside its control. Similarly, Seller shall not be liable for any consequential damages or loss suffered by Customer or any other persons as a result of its performance or failure to perform under this Agreement or otherwise.

14. **Hazardous Conditions.** Customer represent to the best of Customers knowledge that no hazardous conditions such as risk of infectious disease, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation, or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during Sellers work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall always remain the responsibility and property of Customer. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

15. **OSHA Compliance.** Customer shall indemnify and hold Seller harmless from and against all claims, demands, and damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

16. **Assignment.** Any assignment of this Contract by Customer without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: Fredric L. Weston

Date: 07-13-2026

Signature:

F L Weston