

## JAG LIFTING SOLUTIONS

### STANDARD TERMS & CONDITIONS

- 1. AGREEMENT; PROPERTY.** JAG Lifting Solutions ("JAG") agrees to provide to customer, and customer agrees to engage JAG, upon these Standard Terms & Conditions (which, along with JAG's estimate/proposal is collectively known as the "Agreement"), to furnish the necessary materials, labor and equipment (the "Work") at and around the residence (the "Premises") as identified on the estimate/proposal. Price is subject to change, with customer's approval, if the void under the slab is greater than anticipated. If the crew is turned away from the jobsite or less than twenty-four (24) hour prior cancellation notification is given, the customer will be responsible for payment of One Hundred Dollars (\$100.00).
- 2. CONTRACT PRICE; ADDITIONAL COSTS.** Customer agrees to pay the sum set forth on the estimate/proposal for the Work (the "Contract Price"). Customer shall pay invoice within ten (10) days of customer's receipt of the invoice. JAG shall provide a written itemized list of repairs or services performed. The Contract Price is subject to change if customer fails to execute the contract within thirty (30) days of the estimate/proposal. Customer agrees to pay late charges of one and one-half percent (1.5%) per month (or eighteen percent (18%) per annum) for any and all unpaid invoices. In the event of a returned check, customer agrees to pay a return check fee of Thirty Dollars (\$30.00). In addition, customer agrees to be responsible for all fees and collection costs, including JAG's reasonable attorney fees, if customer fails to pay for any services under the contract or otherwise breaches its payment obligations under the contract.
- 3. WORK AND CHANGES.** The estimate/proposal sets forth the Work that is anticipated under the estimate/proposal. No changes of options, nor any alterations, changes, additions or omissions ("Changes"), shall be made from the Work, except upon a written order signed by both JAG and customer. JAG shall not be liable for any delay in the prosecution or completion of its work caused by the act or default of customer, or by adverse weather conditions, damage by fire, or other casualty, or by unavailability of materials, strike, walkout, or other events over which JAG has no control. In any such event, the date herein fixed for the completion of JAG's work shall be extended for a reasonable period.
- 4. LIMITED GUARANTEE.** On concrete over ten (10) years old, JAG will re-pump once, in a ten (10)-year period, if necessary, any areas that have resettled more than one-quarter (1/4) inch, at no cost to the customer. For concrete less than ten (10) years old, JAG will re-pump once, in a two (2)-year period. A re-pump constitutes using the same holes. There will be a Fifty Dollar (\$50.00) service fee for the truck to return for any other reason not covered under this guarantee in the respective, ten (10)-year or two (2)-year, time period. This guarantee is void if customer does not seal all cracks and joints on the slabs and maintain BACKFILL along the slabs involved, or if resettling occurs as a result of water flooding or other acts of God. This guarantee does not include patches applied to, or placed between, the slabs and also does not include crack repair done by the customer or JAG.
- 5. WARRANTIES.** Except as otherwise provided herein, JAG does not provide any warranty, express or implied, for the Work. In no event shall JAG be liable to customer or any third-party for incidental or consequential damages (including, without limitation, claims for loss of business or lost profits) resulting from or arising out of the Work. JAG shall not be responsible for landscaping, damage to plumbing or electrical, cracks in slabs, floors or walls or damage which has occurred or might occur as a result of the settling or the concrete lifting process. If the concrete cannot be raised and must be replaced, it is the homeowner's responsibility to replace it at current replacement cost.
- 6. LIMITATION OF LIABILITY.** JAG's maximum liability to customer for the Work, whether in contract, tort or otherwise, is Five Hundred Dollars (\$500.00) or the amount paid to JAG for the Work, whichever is greater. It is expressly agreed that the customer's sole and exclusive remedy against JAG for

the Work performed under this Agreement, whether based in contract, tort or otherwise, is the award of damages not to exceed the stipulated Five Hundred Dollar (\$500.00) figure, or the amount paid to JAG for the Work, whichever is greater.

7. **DEFAULT.** Every term and condition of this Agreement shall be deemed to be material. If customer fails or refuses to timely pay JAG, provide JAG the required access to the Premises or any portion thereof, or otherwise perform according to this Agreement, customer may be declared in default by written notice. In the event customer has been declared in default, customer shall be allowed a period of three days within which to correct, or commence correcting with substantial progress, the noticed default. In the event that the default has not been corrected, or begun to be corrected, this Agreement shall be subject to termination or rescission by JAG, without prejudice to any other of JAG's rights or remedies.

8. **NOTICES.** Any notice under this Agreement must be given in writing to the addresses set forth on the estimate/proposal, or to such other address as each party may hereafter designate to the other in writing.

9. **INDEMNIFICATION.** JAG hereby indemnifies and agrees to hold customer, its officers, directors, employees, representatives and agents harmless from and against any and all claims, losses, suits, damages, costs and expenses of whatever type (including reasonable attorney's fees) suffered or incurred as a result of bodily injury or death or damage to property caused by JAG, its employees, agents, licensees, invitees or representatives occurring on or about the Premises.

10. **SEVERABILITY.** In the event that a court of competent jurisdiction finds any provision in this Agreement to be unenforceable, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall remain in effect.

11. **GOVERNING LAW.** This Agreement shall be construed and governed under the laws of the State of Ohio without application of conflict of law principles.

12. **ARBITRATION OF DISPUTES.** All claims or disputes between JAG and customer arising out of or relating to this Agreement, or the breach thereof, shall be decided by be governed by the Federal Arbitration Act and resolved by a neutral arbitrator in a binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party shall have the right to join in such proceedings any person or entity that is substantially involved in a common question of fact or law. The agreement herein among the parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The prevailing party in any such arbitration shall have the right to recover its costs, including the fees and costs associated with the arbitration, but not its attorneys' fees unless the applicable statutes or controlling law provides otherwise.