

## TERMS AND CONDITIONS:

Customer understands and agrees that:

- A.) Scout Plumbing shall provide only trained and qualified technicians employed or supervised by Scout Plumbing.
- B.) Services performed are not a guarantee against obsolescence or abnormal wear.
- C.) Scout Plumbing shall not warrant parts and materials to the extent they are warranted by the supplier or manufacturer. Nor will Scout Plumbing warranty parts that are provided by the homeowner/tenant.
- D.) 24 -Hour warranty on drain line stoppages. Unless otherwise agreed in writing, labor is warranted for 30 days after completion of service or installation. Bids may be withdrawn after 30 days at Scout Plumbing sole discretion. With ever changing economy, prices are subject to change due to parts cost increases. Verbal cost and/or quotes are not valid unless agreed in writing.
- E.) If work performed outside of normal business hours, weekends or holidays for Home Warranty or Manufacture Warranty, then the customer would be responsible to pay the difference between standard labor rate and overtime labor rate.
- F.) Until final payment is made, Scout Plumbing will retain the title to all materials and equipment in install.
- G.) Unless prior arrangements have been made, payment is due in full upon repair.
- H.) In the event a check comes back due to insufficient funds, a service charge of \$35 will be assessed. Payment will be due in full. If customers account must be referred to attorneys for collection. Customer agrees to pay reasonable attorneys fees, court cost and full collection cost.
- I.) Customer will carry fire, extended coverage and other necessary Insurance. Scout Plumbing shall use ordinary care in performing all services and installations, but shall not be liable for:
  - 1. Damage of loss resulting for corrosion, freezing, electrolysis, drain stoppage, plumbing leaks or malfunction, failure of a utility service, low voltage condition, lighting, single phasing, other electrical abnormalities, acts of God or terrorism.
  - 2. Damage, loss or delays resulting from fire, explosion, flooding, the elements, labor troubles or other causes beyond our control.
  - 3. Damage or loss resulting from failures to discover a condition requiring repair or

replacement.

4. Damage or loss resulting from improper operation or misuse of equipment by Customer, Customer's employees, agents or tenants.
5. Replacements or repairs caused by negligence by others, abuse, misuse, or by any other causes beyond our control. Including faulty design of the equipment or system.
6. Injuries to person/persons from damage on property, except those directly caused by negligent acts of Scout Plumbing employee/employees.
7. Any present and future taxes, charges or other government fees.
8. Any items of equipment, labor or special test required or recommend by insurance companies, equipment vendors, or governmental authorities.
9. Lost profits or other consequential damages, even if Scout Plumbing has been advised of the possibility of such damages.
10. The identification, detection, abatement, encapsulation, storage, removal or transportation of any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to, asbestos, certain refrigerants and refrigerant oil. If any such materials or products are encountered during work, Scout Plumbing can discontinue or eliminate the services immediately. Scout Plumbing shall receive an extension equal to the time of delay to complete the work and reserves the right to be compensated for any loss due to delay. Scout Plumbing is not responsible for any incidental damage from water leaks including condensate lines. Scout Plumbing shall perform all work in competent, workmanlike manner. Scout Plumbing is not responsible for any existing illegal conditions.

J.) In the event a permit is needed and pulled, a city inspector will inspect the installation of the work performed by Scout Plumbing for that permit. If any additional items are required by the inspector to meet current code or added at the inspector request, then the property owner or payee will be responsible for any extra charges to comply with the city inspector's request.

K.) Scout Plumbing will not be responsible for landscaping, sod, lawn décor, or sprinkler systems.

L.) Scout Plumbing will not be responsible for rain delays/weather delays or issues that may arise due to weather conditions.

M.) Scout Plumbing will attempt to clear stoppage within a reasonable amount of time. Unless prior arrangements have been made, Coupons, discounts, and multi-job pricing may not be applicable for any drain cleaning. 30-day, 1 time only warranty may be given if piping is in proper working condition and up to code. Camera inspection is required for any warranty on sewer mains. Payment is due in full upon repair regardless of issue being remedied or not. There is no guarantee that stoppage or issue will be cleared. All piping in areas affected by a

clogged drain is presumed to be in good condition, up to code, and can withstand normal drain cleaning equipment and procedures. A re-pipe or repair may be necessary before or after drain cleaning service and will be an additional cost. The Service company shall use ordinary care in performing all service and installation but shall not be liable for: Damage or loss resulting from failures to discover a condition requiring repair or replacement. Replacements or repairs caused by negligence by others, abuse, misuse, or by any other cause beyond our control, including faulty design of the equipment or system. In the event Scout Plumbing is attempting to clear stoppage, Scout Plumbing is not responsible for damage to drain lines, caps, or cables that get stuck or broken. In the event issue in line caused cable or equipment to get damaged or stuck in line Scout Plumbing is not responsible for the removal but reserves the right to retrieve equipment if stuck, within a reasonable time. It can be retrieved when repairs are made to said issue as well, if scheduled within a reasonable time. There is no guarantee or warranty for foreign objects of any type in line or roots/rock/dirt or wipes/feminine products/towels. Scout Plumbing is not responsible for Rain Delays/Weather Delays or Issues that may arise due to weather conditions. Scout Plumbing is not responsible for Landscaping, Sod, Lawn Decor, or Sprinkler Systems.

N.) Scout Plumbing will provide cost for suggested replacements, in the event homeowner declines replacement or opts for repair only, Scout Plumbing is not responsible for failures, leaks, or secondary damages caused. For example, Water Flex Lines, Angle Stops, Supply Lines, Water Heaters, Faucets, Toilets, etc.

O.) Scout Plumbing is not responsible or liable for damages resulting in the removal of tubs, sinks, or pedestal sinks, toilets, cabinets, faucets, water heaters, dishwashers, fridges, washers, dryers, or accessing sheetrock or tile. Scout Plumbing will not be responsible or liable for anything related to tile/flooring/plumbing that may be affected if these items are removed, or any unforeseen issues such as water/sewer spillage that maybe in lines or units that are removed, or unknown issues with flanges, piping or sub-flooring, or issues that could result in potential damage to carpet, vinyl, tile, wood or walls. Scout Plumbing not responsible for ladders, stairs, handrails, walls, or framework in areas where access is needed to repair/diagnose plumbing issues.

The company is regulated by the Texas State Board of Plumbing Examiners. P.O. BOX 12078, Austin, Texas, 78711, Ph# 512-936-5200. Michael Humphreys M-38442