



Installation Terms of Service

- 1.) Scope of Work: Queen City Engineering & Design will be installing driver guards into vehicles per the purchase order supplied to Queen City Engineering & Design from the buyer. Purchase Order serves as acceptance of this Agreement
- 2.) Site/Vehicle Access: Buyer agrees to allow Seller access to the site to preform work during the agreed upon date and allotted timeframe. All vehicles must be available during the allotted time. Vehicles not present and available during the allotted time, will not be installed. Shields not installed due to the vehicles not being available will be left for the buyer to install. No changes will be made to invoice due to this. Additional time required to complete the project due to restricted access or hours may be subject to additional charges.
- 3.) Buyer's Responsibilities:
 - a. It is the sole responsibility of the Buyer to send a picture of each vehicle type and style to the seller to ensure the product chosen will fit properly into the vehicle. If Buyer does not supply pictures, it is the Buyers sole responsibility to ensure the shield purchased will fit their vehicles.
 - b. Buyer must complete the installation vehicle information sheet provided by the seller 1 week prior to the installation date. This includes a list of vehicle numbers, pictures of the different styles, and the make and model of each vehicle.
 - c. Buyer is responsible for scheduling all vehicles to be onsite and ready to be worked on during the allotted time
 - d. Buyer is responsible for training the staff on how to operate and maintain the driver guards properly
 - e. Buyer will inspect all driver guards and must make remarks or requests to the installation manager before manger leaves
 - f. Buyer must sign off on work completed before installation manager leaves
- 4.) Payment terms: All payments must be made in full per the purchase order, estimate, and invoice.
- 5.) Taxes: All sales and use taxes are the Buyer's responsibility. Unless the sale is executed in North Carolina, the invoices from the Seller do not include local, state, and federal taxes and such taxes are the Buyer's responsibility to file.
- 6.) State and Federal Compliance: The Buyer is responsible for compliance with all state and federal requirements for driver guards installed as applicable.
- 7.) Indemnity: Buyer hereby agrees to hold harmless the Seller and its respective officer, employees, argents, representatives, and their respective successors and assigns from and against any and all loss, liability, damages, claims, cause of action, costs, and expenses including but not limited to attorney's fees and any other types of liability, whether accrued, absolute, contingent or otherwise, arising out of or related to use of any of the equipment at any time. Buyer alone is responsible for the costs required to comply with all requirements imposed by law or regulation relating in any way to personal safety prior to use of operation of product.
- 8.) Limitation of liability and remedies: The total liability of seller to the buyer will not under any circumstances exceed the price of the installation service. Seller shall not bear any liability for loss of revenue or income, downtime, additional expense or consequential, incidental, liquidated, punitive, or contingent damages, including but not limited to damage for personal injury or property damage based on breach of contract, breach of warranty, negligence, gross negligence, strict liability, products

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liability or any other theory of law or equity. These limitations and exclusions apply regardless of whether liability is based on the negligence or gross negligence of the Seller or others. Buyer acknowledges that these limitations are material parts of the bargain and that prices would be significantly higher without them.

- 9.) Non-waiver: No failure or delay by the Seller in exercising any right under this Agreement shall constitute a waiver of such right or any other rights afforded the Seller in this Agreement.
- 10.) Counterparts and Facsimile signatures: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same Agreement. For purposes of this Agreement, signatures sent via facsimile or scanned email copies shall be deemed originals and shall have the same force and effect as if they were originals.
- 11.) Delays: Installation dates are estimated only. Seller shall bear no liability for late shipment or installation.
- 12.) Confidentiality: The terms and conditions of this agreement are confidential and shall not be disclosed except as necessary to the performance of this agreement or as required by law.
- 13.) Dispute Resolution: If any dispute related to this Agreement arises between Buyer and Seller, a party may send written notice to the other party within thirty (30) days of discovering the dispute, outlining the nature and extent of the problem. Said statement will contain all written documentation supporting documents germane to the dispute. Representatives of the parties will then arrange to meet to discuss the dispute. If the meeting does not occur within the thirty (3) days of the receipt of the initial notice, or if the meeting between the parties does not sufficiently resolve the dispute, a party may request a meeting between the executive officers of Buyer and Seller. These officers shall have thirty(3) days after the receipt of the second notice to request the dispute, after which time, or if no resolution of dispute is reached within sixty (6) days of receipt of the initial notice, a party may pressure its remedies at law. The parties may extend these time periods by mutual written assent in furtherance of obtaining a mutually acceptable resolution, and in order to permit the parties' officers to meet to obtain such resolutions. If a resolution of the dispute is obtained through any means described herein, the parties shall reduce such resolution to writing and/ or amend the Agreement to include the resolution. Regardless, before a party may commence any litigation against the other party, a separate thirty (30) days written notice of the dispute and intent to file a lawsuit shall be provided to the other party.
- 14.) Notices: Notices or other communications under this Agreement shall be in writing and deemed served if delivered personally, by overnight courier, or five (5) days after being mailed, postage prepaid, certified with return receipt requested, and addressed as stated.
- 15.) Entire Agreement: This Agreement constituted the entire, final, complete and exclusive statement of the terms and conditions of the agreement between Seller and Buyer and supersedes all prior contemporaneous understanding or agreements with respect to the same subject matter.
- 16.) Force Majeure: Neither party shall be liable in damages and either party shall have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any licenses), wars, adverse weather conditions, insurrections and /or any other cause beyond the reason control of the party whose performance is affected.

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