

Prices

Services are priced as specified on the work order or invoice. Estimates shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the estimate.

Payment

The required payment date is: (a) the date on which payment is due under the terms of the Agreement; (b) thirty (30) days after an invoice is received at the "Bill To" address if a date on which payment is due is not specified in the Agreement; or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Agreement.

If any payment is not made within fifteen (15) days after the required payment date, payments will be subject to a 10% late fee. In the event the Client shall fail to pay any periodic or installment payment, Restore My Floor may cease work without penalty or breach of Agreement pending payment or resolution of any dispute.

Payment will not be construed by Restore My Floor as acceptance of the service performed. The Client may conduct further testing and inspection after payment, but within a reasonable time after performance, and reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

Warranty

Restore My Floor stands completely behind its services performed. If, within seven (7) days of completion of the Work, any defect in materials or workmanship (such as a resurfacing carpet spot) is discovered by the Client then Restore My Floor, after receiving written notice from the Client of such defect (preferably including pictures), shall correct it promptly. Restore My Floor commits to take before and after pictures of noted areas of concern to validate requests for remediation of services.

If Restore My Floor fails to correct any defect within thirty (30) days following the receipt of written notice by Client, then Client may proceed to have such defective work or materials corrected at the expense of Restore My Floor and Restore My Floor agrees to pay the cost of such protections. The provisions of this paragraph shall be in addition to any express warranties provided by or through Restore My Floor for materials delivered to the Client under this Agreement. All such warranties are hereby assigned to the Client and all work performed shall be done in a manner that shall preserve such warranties. All warranties shall be deemed an integral part of this Agreement. The Work shall be performed skillfully, carefully, diligently and in a workmanlike manner and shall be fit for the purpose intended.

Subcontracting

Restore My Floor may at its discretion engage subcontractors to perform the work of this Agreement, provided the Agreement shall fully pay said subcontractors and in all instances remain fully responsible for proper completion of this Agreement.

Insurance

Restore My Floor warrants it is fully insured for injury to its employees and others incurring loss or injury as a result of Restore My Floor, its employees or subcontractors.

Changes

This Agreement may be modified only by and with the mutual consent of both parties. Any modification must be in writing through issuance of a revised Work Order and must be signed by an authorized representative of Restore My Floor and by the authorized representative of the Client.

Termination

The Client and Restore My Floor have the right to terminate this Agreement with or without cause and at any time greater than forty-eight (48) hours prior to the date of service by issuing a written Notice of Termination. Client termination of services within forty-eight (48) hours of the date of service will result in a \$50 cancellation fee. Client rescheduling of services within forty-eight (48) hours of the date of service are subject to a \$25 rescheduling fee.

Should the Client elect to discontinue services, the Client agrees to pay Restore My Floor for reasonable costs incurred and its profits lost thereon for any Work authorized and performed prior to the termination (unless the reason for the termination is caused by Restore My Floor's breach, in which case the Client has no obligation to pay direct or indirect costs or lost profit, if any, and may off-set its increased cost to correct or complete the Work from the Agreement Sum, in addition to such other remedies as are provided by law). In no event, however, shall the amount due Restore My Floor exceed the Agreement Sum plus authorized Reimbursables.

Effective Date

This Agreement has been entered into as of the day and year as set forth on the Work Order or upon the issuance date of written correspondence to proceed, whichever is earlier.

Entire Agreement

This Agreement and the Work Order and any attachments thereto issued by Restore My Floor shall constitute the entire Agreement between the Client and Restore My Floor. It shall supersede all contracts, Agreements or understandings between the parties hereto respecting the subject matter hereof. In the event of any conflict between the terms of this Agreement, and any Work Order, the terms of the Work Order shall govern and control.