



**GTC Mechanical
Services
2020 Terms &
Conditions**



Terms & Conditions:

- Client shall permit GTC Mechanical Services Inc. (GTC) free and timely access to all work areas and equipment as necessary to perform required services and repairs of equipment and components as required.
- GTC will extend to Client the benefits of any warranty GTC has received from the manufacturer on any equipment within this scope of work. GTC may at its option repair or replace any parts or components for equipment under said warranty.
- Client agrees to promptly pay invoices within thirty (30) days of receipt. Progress billings accepted. In the event payment exceeds thirty (30) days GTC reserves the right to withhold or temporarily suspend services until the account is paid in full.
- Any alteration to, or deviation from this proposal involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time and material basis at GTC's rates then in affect) in addition to the sum stated in the proposal.
- Any equipment not included initially under the terms of this agreement, including new equipment or items not initially listed, will be added for an additional cost to the agreement.
- GTC's obligation under this proposal and any subsequent contract does not include identification, detection, abatement or removal of asbestos or any other toxic or hazardous substances, chemicals, hazardous wastes or hazardous materials. In the event such substances, wastes or material are encountered, GTC's sole obligation will be to notify the Client of their existence. GTC shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of this work shall be extended to the extent caused by the suspension and the contract price equitably adjusted to reflect any delays to the project.
- GTC shall not be held liable for any incidental, special or consequential damages, including loss of revenue or loss of use of equipment or facilities. GTC shall be liable for damage to property or persons to the extent that GTC's negligence or omissions directly contributed to such injury or property damage only.
- Upon signature of this proposal, GTC and Client enter into a contract for completion of the agreed upon scope of work and the term of the agreement.
- Renewal and yearly price adjustments will be required based upon prevailing costs, additional equipment or customer needs and at GTC's behest.
- Client shall not solicit, endeavor to entice away from the GTC Mechanical Services, make communication, or otherwise interfere with the relationship of GTC Mechanical Services with any other person or organizations that are or are to become a customer, supplier, employee, directors, promoters, investors, owners of GTC Mechanical Services or any of GTC Mechanical Services parents, subsidiaries, affiliates or agents.
- During the term of this agreement, renewal period and after termination of the agreement, Client agrees to not directly or indirectly solicit, freelance, employ, retain, interact in a business



relationship, in any capacity with any personnel currently employed or employed previously by General Temperature Control, Inc./GTC Mechanical Services within the previous five years.

- This proposal is valid for thirty (30) days from the date of issuance or an agreement to extend the offering in writing.

I have read and understood the scope of this proposal; agree to the terms set forth within and wish to begin work based upon my signature to this document.