

101 Birnam Wood Court

Seller's Disclosure Addendum "A"

Section 1

- **Kitchen Vent Hood (Overhead Unit):** The overhead kitchen vent hood has experienced issues when operating at certain fan settings. The lower/countertop vent hood is functioning properly.

Section 3

- **December 2021 – Outdoor Patio Fireplace Repair:** Repairs were performed on the outdoor patio fireplace. Please see the attached invoice from AllinOne for additional information.
- **August 2023 – Home Level Measurements:** Due to the extreme drought conditions, Darren Bentz with Greenbelt Structural and TAHI Services took measurements of the home's floor elevations/levels. Please see the attached email from Darren Bentz for additional information.

Section 9

- Please see the items disclosed above in Section 3.

Section 11

- **Chubb Insurance – March 3, 2023:** The Santa Fe dehumidifier located in the upstairs attic malfunctioned, and the shut-off switch in the drain pan also failed. As a result, the drain pan overflowed, causing water intrusion into the primary bathroom and a downstairs bedroom. The issue was discovered promptly, and ServPro performed water remediation. Repairs were subsequently completed, and measures were taken to help prevent a recurrence. Please see the attached invoices for additional information.
- **Chubb Insurance – March 24, 2023:** The kitchen sink was draining slowly, and Daniel's Plumbing was contacted to investigate. Daniel's Plumbing determined that the sewer line needed to be replaced. The sewer line beneath the house was replaced by Daniel's Plumbing. Please see the attached invoices for additional information.



3005 S Lamar Blvd, Suite D109-135
Austin, TX 78704
(512) 821-0058
allinonefoundationrepair.com

ADDRESS

Austin, TX 78746
Russell Dunnam
rmdunnam@mac.com
Ford
512-970-2667
fsb@fordstreibuilders.com0-co

Estimate 4042

DATE 10/19/2021

ACTIVITY

AMOUNT

12" diameter drilled reinforced concrete straight shaft piers to a depth of rock or not more than 20' below grade., 2 @ \$2,120.00

4,240.00

NOTE****

- 1.) Coring through any material would be charged by the hour at \$275 per hour.
- 2.) Collapsing holes or ground water or other unknown underground obstacles could increase the work and cost of this job.
- 3.) Landscaping is not included.

Any changes will have to be agreed to in writing before the work continues. If waiting for approval causes us to have to leave the job site and come back an additional trip fee could be included at All in One's discretion and this fee can be charged without a signature agreement to the fee. This trip fee is \$400.00

All in One has been an Accredited Member of the BBB for 22 years now.

You can contact me, Robert Knight, directly at 512-653-7939.

I will personally oversee this job from start to finish.

This job will take 3 to 5 days to complete depending on the time needed for the piers to cure before we lift the fireplace.

1st day dig, drill, install rebar, mix and pour concrete on site.

2 to 3 days for the concrete to cure.

last day level the fireplace, install pier caps, backfill and clean up and the job is completed.

=====

CHANGES TO THE ESTIMATE ABOVE ARE BELOW THIS LINE AS OF
12/20/2021

=====

Demo concrete beam starting 1' below grade with an approximate thickness of 18",
2 @ \$365.00

730.00

We are pleased you have asked us to bid on your project and
look forward to hearing from you soon.

TOTAL

\$4,970.00

Accepted By

Accepted Date



July 2, 2013

Ms. Laura Gottesman
c/o Gottesman Residential Real Estate
1501 Enfield Rd.
Austin, Texas 78703

RE: 101 Birnhamwood Ct.

Dear Ms. Gottesman:

At your request I visited the above-mentioned residence to observe and to provide a rendered opinion regarding the structural performance of the existing residence based on the findings of a report prepared by Star Inspection Services dated 6-11-2013.

I was asked to specifically comment on the measured slope of the foundation toward the rear of the residence. According to the Star report a variance of up to 5" was measured. A review of the original construction documents revealed a structural foundation system that is appropriate for the poor soil conditions found in the area. An interior and exterior observation of the residence did not reveal any distress in the finishes that would reflect the measured deflection in the slab.

It is the opinion of this office that the deflection on the slab is most likely original to the date of construction and that it is currently stable. Evidence of this was observed in a kitchen closet door; the upper part of the door was level with the door jamb however the gap between the floor and the door itself varied over the width of the doorway.

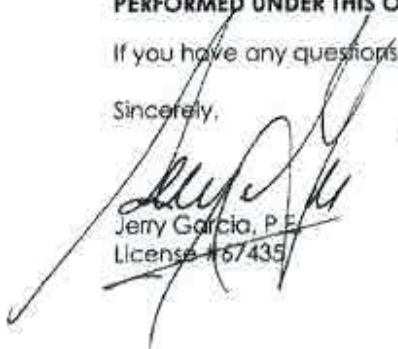
It is recommended that this office provide documents describing the variance in the lower level as well as the upper level in order to catalogue the current condition for future use and/or comparison. It is the opinion of this office that the residence is structurally stable.

This observation is not a full code or compliance inspection. This office has performed a visual, practical and non-destructive observation of the properties present condition and provides in this report a list of observed items. Any area that was not readily accessible or visible is not included in this report. This office representative is not required to move such items as, but not limited to, panels, furniture, carpeting, sliding, personal belongings, etc. in order to perform this observation.

NOTE: THIS OBSERVATION DOES NOT COVER ITEMS OR CONDITIONS THAT MAY BE DISCOVERED ONLY BY INVASIVE METHODS. IT IS NOT INTENDED TO BE TECHNICALLY EXHAUSTIVE, NOR IS IT INTENDED TO REVEAL ALL EXISTING OR POTENTIAL DEFECTS. NO REMOVAL OF MATERIALS OR DISMANTLING OF SYSTEMS WAS PERFORMED UNDER THIS OBSERVATION.

If you have any questions, please feel free to contact this office at 499-0919.

Sincerely,


Jerry Garcia, P.E.
License #67435



From: **Darren Bentz** darren@atxinspect.com
Subject: 101 Bimam Wood Court Foundation Measurement Summary
Date: August 10, 2023 at 5:37 PM
To: rmdunnam@icloud.com

Hey Russel,

The following is a summary of the measurements taken today at similar locations to those found in the original TREC inspection report:

Measurement Location: (old/new)

Entry: +0.5" / **+0.7"**

Formal Dining Room: -0.3" / **-0.7"**

Formal Living Room: varies from +1.5" near door to the study to +3.2" at the front left corner of the house, inside this room / **+1.3" to +2.5"**

Study: +1.9" / **+1.4"**

Kitchen: -1.7" / **-2.1"**

Breakfast Room: -1.5" / **-2.0"**

Back Living Room: varies from -0.2" to +1.0" / **+0.2" to +0.9"**

Hall Bath: +0.8" / **+0.9"**

Back Right Room Between the Kitchen and Garage: -1.7" / **-2.0"**

Additional Notes:

1) Measurements were taken at best approximations of locations noted in the original TREC report provided by Star Inspection Services. Due to the limited information provided in the third party report, variations may exist between the old and new measurement locations. These limitations should be accounted for when comparing old and new measurements for analysis of the foundations performance.

2) The service provided by TAHI LLC / Greenbelt Structural is not a structural assessment of the home or foundation and should not be used as such. The scope of this service was limited to visible and accessible areas only and no analysis of the structure as a whole was performed (structural assessment available upon request). Issues may be present (both large and small) that are not listed in this summary.

Thanks!

Darren Bentz P.E. | Greenbelt Structural and TAHI Services

TREC Inspector #23190 | TSBPE Plumbing App #139890

TDLR Mold Tech #1277 | TDA WDI Inspector #0806139

darren@atxinspect.com | C: 512-826-2424

TBPE Texas Firm #F-322834



GREENBELT STRUCTURAL SERVICES

A DIVISION OF TAHI LLC



SERVPRO of Lakeway / Westlake

204 W. Powell Lane
Bldg 5
Austin, TX 78753
512-318-2200
office@servpro9965.com

Client: Russell Dunnam
Property: 101 Birnam Wood Ct
Austin, TX 78746

Operator: JFH2

Estimator: Lacey Wofford

Business: (512) 318-2200
E-mail: lacey@servpro9965.com

Type of Estimate:
Date Entered: 3/6/2023
Date Est. Completed:
Date Assigned:
Date Job Completed: 3/14/2023

Price List: TXAU8X_MAR23
Labor Efficiency: Restoration/Service/Remodel
Estimate: DUNNAM_RUSSELL



SERVPRO of Lakeway / Westlake

204 W. Powell Lane
Bldg 5
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office@servpro9965.com

DUNNAM_RUSSELL

Job					
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - during business hours	1.00 EA	0.00	162.90	0.00	162.90
2. Equipment setup, take down, and monitoring (hourly charge)	14.00 HR	0.00	58.75	0.00	822.50
03/03 - Equipment setup and monitor = 1.75					
03/06 - Monitor = 1.75					
03/07 - Monitor = 1.75					
03/08 - Monitor = 1.75					
03/09 - Monitor = 1.75					
03/10 - Monitor = 1.75					
03/13 - Monitor = 1.75					
03/14 - Equipment takedown and monitor = 1.75					
3. Equip. setup, take down & monitoring - after hrs	5.25 HR	0.00	88.21	0.00	463.10
03/05 - Monitor - 1.75					
03/11 - Monitor = 1.75					
03/12 - Monitor = 1.75					
4. Haul debris - per pickup truck load - including dump fees	0.25 EA	159.22	0.00	0.00	39.81
Totals: Job				0.00	1,488.31

Level 2



Attic

Height: 13'

1,300.00 SF Walls	600.00 SF Ceiling
1,900.00 SF Walls & Ceiling	600.00 SF Floor
66.67 SY Flooring	100.00 LF Floor Perimeter
100.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Content Manipulation charge - per hour	1.00 HR	0.00	41.75	0.00	41.75
Pulled up plywood subfloor for removal of insulation and drying					
6. Tear out and bag wet insulation	50.00 SF	0.87	0.00	0.29	43.79
7. Air mover (per 24 hour period) - No monitoring	30.09 EA	0.00	28.50	0.00	857.57
3 am x 240.72 = 722.16 / 24 = 30.09					
DUNNAM_RUSSELL				3/17/2023	Page: 2



SERVPRO of Lakeway / Westlake

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CONTINUED - Attic

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Attic				0.29	943.11
Total: Level 2				0.29	943.11

Main Level

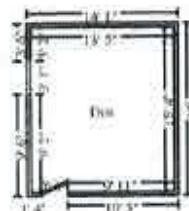


Bedroom

Height: 8'

569.33 SF Walls	264.26 SF Ceiling
833.59 SF Walls & Ceiling	264.26 SF Floor
29.36 SY Flooring	71.17 LF Floor Perimeter
71.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Content Manipulation charge - per hour	0.35 HR	0.00	41.75	0.00	14.61
9. Air mover (per 24 hour period) - No monitoring 2 am x 70.56 = 141.12 / 24 = 5.88	5.88 EA	0.00	28.50	0.00	167.58
Totals: Bedroom				0.00	182.19



Den

Height: 9'

496.94 SF Walls	205.72 SF Ceiling
702.67 SF Walls & Ceiling	205.72 SF Floor
22.86 SY Flooring	54.42 LF Floor Perimeter
57.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Content Manipulation charge - per hour	0.35 HR	0.00	41.75	0.00	14.61
11. Tear out wet drywall, cleanup, bag for disposal	2.00 SF	1.05	0.00	0.03	2.13
12. Tear out and bag wet insulation	3.00 SF	0.87	0.00	0.02	2.63



SERVPRO of Lakeway / Westlake

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CONTINUED - Den

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Containment Barrier/Airlock/Decon. Chamber	2.00 SF	0.00	0.94	0.02	1.90
14. Ducting - lay-flat	13.00 LF	0.00	0.35	0.38	4.93
15. Air mover (per 24-hour period) - No monitoring 1 am x 93.12 + 2 am x 240.72 = 574.56 / 24 = 23.94	23.94 EA	0.00	28.50	0.00	682.29
16. Dehumidifier (per 24 hr period) - up to 69 ppd - No monitor. 1 dehu x 240.72 / 24 = 10.03	10.03 EA	0.00	64.00	0.00	641.92
Totals: Den				0.45	1,350.41



Bathroom

Height: 8'

380.72 SF Walls	205.90 SF Ceiling
586.62 SF Walls & Ceiling	122.47 SF Floor
13.61 SY Flooring	25.75 LF Floor Perimeter
62.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 11" X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
17. Air mover (per 24 hour period) - No monitoring 2 am x 93.12 6 + 1 am x 264.72 = 450.96 / 24 = 18.79	18.79 EA	0.00	28.50	0.00	535.52
18. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor. 1 dehu x 264.72 / 24 = 11.03	11.03 EA	0.00	81.50	0.00	898.95
Totals: Bathroom				0.00	1,434.47
Total: Main Level				0.45	2,967.07
Line Item Totals: DUNNAM_RUSSELL				0.74	5,398.49



SERVPRO of Lakeway / Westlake

204 W. Powell Lane
Bldg 5
Austin, TX 78753
512-318-2200
office@servpro9965.com

Grand Total Areas:

2,747.00	SF Walls	1,275.88	SF Ceiling	4,022.88	SF Walls and Ceiling
1,192.45	SF Floor	132.49	SY Flooring	251.33	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	291.50	LF Ceil. Perimeter
1,192.45	Floor Area	1,367.93	Total Area	2,747.00	Interior Wall Area
2,875.00	Exterior Wall Area	260.17	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



SERVPRO of Lakeway / Westlake

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office@servpro9965.com

Summary for Dwelling

Line Item Total	5,397.75
Cleaning Matl Tax	0.40
Material Sales Tax	0.34
Replacement Cost Value	<u>\$5,398.49</u>
Net Claim	<u><u>\$5,398.49</u></u>

Lacey Wofford



SERVPRO

DIRECTION OF PAYMENT

Insured Name: Chubb

Claim Number: 092023007024

DIRECTION TO PAY
(To Be Signed Upon Completion of Services)

I, Russell Dunnam acknowledge that the restoration/cleaning project for which the SERVPRO® Franchise has provided services, has been cleaned and/or restored to my satisfaction.

I authorize payment on my behalf in the above referenced claim to ServPro
(Franchise)
for the amount shown on the final estimate or the invoice sent to Chubb Insurance Company from the SERVPRO® Franchise.

NOTE: For your protection, the law requires the following to appear on this form: Any person who knowingly, and with intent to injure, defraud, or deceive any insurance company, files a statement of claim containing any false incomplete, or misleading information, may be guilty of a felony and subject to criminal and civil penalties.

3-17-23
(Date)

Russell M Dunnam
(Insured's Signature)



December 12, 2024

Mr. Russell Dunnam
101 Birnam Wood Court
Austin, TX 78746

Dear Mr. Dunnam,

This letter is to certify that Daniel's Plumbing agrees that it completed all descriptions of work listed in attached invoices 59135475 and 60954839 for real property 101 Birnam Wood Court, Austin, TX 78746.

Sincerely,

Robert Gillespie

Robert Gillespie
General Manager
Daniels Plumbing Heating & Air
2929 Longhorn Blvd.
Suite 105
Austin, TX 78758
Email: rgillespie@danielsaustin.com
Phone: 689-318-2155

License#:
M42388
TACLB137304C

2929 Longhorn Blvd. Suite 105. Austin, TX 78758
Email: info@danielsaustin.com Phone: 512-490-6700



Daniel's Plumbing & Air Conditioning
2929 Longhorn Blvd Suite 305
Austin, TX, 78758

BILL TO

Russell Dunnam
101 Birnam Wood Court
Austin, TX 78746 USA

INVOICE
59135475

INVOICE DATE
Apr 28, 2022

JOB ADDRESS

Russell Dunnam
101 Birnam Wood Court
Austin, TX 78746 USA

Completed Date: 4/29/2022
Payment Term: Due Upon Receipt
Due Date: 4/28/2022

DESCRIPTION OF WORK

It will be two entry points for tunneling I have taken pictures- The distance from the garage side would be 35 feet - the distance from the front of the house would be 20 feet. Only 4 inch drain line will be replaced
Also there are sections of cast-iron in between the PVC 4in From front clean out to bathroom 20 feet 22' of tiling is needed from garage clean out about 35 to 30 feet of tunneling

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Install 3" or 4" schedule 40 PVC sewer piping 16' - 20', up to 48" deep, bed piping in trench with 3/8" pea gravel to ensure proper slope during backfill. Install 2-way clean-out with code approved no hub adapters. QTY to equal number of feet.	24.00	\$250.00	\$6,000.00
2	<u>Scope of work to include:</u> Dig one access hole at exterior of perimeter beam of building, dig horizontal tunnel under building following existing building sewer. Remove existing drain piping servicing plumbing fixtures in building, reinstall schedule 40 PVC piping under building to existing sewer line at exterior of building. We will secure all new piping to foundation of building using approved anchors (riser clamps, drop in anchors) to prevent pipe shifting or losing grade over time or during backfill. All dirt will be backfilled and all excess dirt and old pipe will be disposed of off-site. Beam repair and backfill will be done in accordance with City of Austin and structural engineer. <i>In the event rock is present in tunnel and requires breaking out in order to proceed with excavation an additional \$270 will be added to estimate for every foot of rock that requires removal.</i> Estimate includes permit fees and inspections done by structural	60.00	\$825.00	\$49,500.00

engineer and City of Austin inspector:
City of Austin requires whole house hydrostatic test to be performed
and to pass in order for final inspection to pass.

QTY TO EQUAL FEET,

3	Additional Access Hole	0.00	\$1,125.00	\$0.00
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PAID ON	TYPE	MEMO	AMOUNT
3/23/2022	01 - ST Credit Card Charge		\$27,000.00
6/8/2022	Check		\$28,500.00

SUB-TOTAL \$55,500.00

TAX \$0.00

TOTAL DUE \$55,500.00

PAYMENT \$55,500.00

BALANCE DUE \$0.00

Thank you for your business

CUSTOMER AUTHORIZATION

I hereby authorize Daniel's Plumbing & Air Conditioning to complete the above work in the amount of \$55,500.00 to be performed at 101 Birnam Wood Court, Austin, TX 78746 USA. I authorize Daniel's Plumbing & Air Conditioning to process the agreed-upon payment for the amount specified on this invoice. Terms and Conditions ©2022, Daniel's Plumbing and Air Conditioning™, One Call, One Company, License# M-42388

Sign here

Date 4/28/2022

CUSTOMER ACKNOWLEDGEMENT

My Signature here signifies my final acceptance of the work done by Eddie S. I find that all work has been completed to my satisfaction. I have been given the opportunity to address concerns in the work provided. I have found no such concerns with the work performed today. If any follow-up is required, Eddie S. has thoroughly explained the next steps. ©2022, Daniel's Plumbing and Air Conditioning™, One Call, One Company, License# M-42388

Sign here

Date 4/28/2022

I authorize Daniel's Plumbing & Air Conditioning to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here

Date 3/23/2022

Daniel's Plumbing & Air Conditioning ("Company", "We" or "Us") and the person(s) or business(s) named in the Service Address Section on the cover page of this agreement (the "Cover Page"), incorporated by reference herein, ("You" or "Customer") agree to the following terms and conditions (these "Terms and Conditions"). If you are accepting these Terms and Conditions on behalf of a business entity, you represent and warrant that you have appropriate authority to accept these Terms and Conditions and the Cover Page on behalf of the business entity.

IMPORTANT – PLEASE REVIEW SECTIONS 12-14 CAREFULLY – THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION CLAUSE AND OTHER IMPORTANT TERMS WHICH AFFECT YOUR LEGAL RIGHTS.

1. Customer hereby accepts the equipment and service described on the Cover Page and agrees to pay the any fees, taxes, or other amounts set forth on the Cover Page. Payment in full is due from Customer upon completion of the work in all cases. By accepting the service or making a payment for all or part of the service, Customer accepts the service pursuant to these Terms and Conditions and the provisions of the attached work order incorporated into these Terms and Conditions by reference. Notwithstanding the foregoing, non-residential customers who have a pre-approved credit application on file with the Company prior to the date a given job has commenced shall have thirty (30) days from receipt of the applicable invoice to pay the same in full. Any deviation from these payment terms, including, without limitation, any financing arranged through third parties, must be agreed in writing prior to the commencement of a given job and all associated and necessary documents must be fully executed and delivered to the applicable parties before the job has commenced. For any service to be performed on multiple service calls or over a specified term, Company and Customer may mutually agree to payment by "Automatic Bank Account Debit" or "Automatic Credit Card Debit", whereby Customer authorizes Company to charge a monthly installment from Customer's bank or credit card account beginning one (1) month after the application is approved. If so agreed between Company and Customer, the automatic monthly payment will continue until a written notice of termination is received by Company. In addition, for any service to be performed over a specified term, if Customer authorized Company to charge the full amount for the specified term to Customer's credit card, this contract will automatically renew at the expiration of the specified term, for a new term equal to the original term, and Customer's credit card will be charged for the renewal term until written notice of termination is received by the Company. Cancellation in either event will not entitle Customer to a refund of any previously paid amounts. As permitted by applicable law, and to the extent applicable, upon renewal of this contract, Customer agrees that Company may change or increase the monthly installment charge and automatically debit such charge in connection with any changes to service fees. Home Comfort Club Agreement or other Service Agreement cancellation will be subject to Company's then current refund policy.

2. These Terms and Conditions of service, together with the Cover Page, state specific addendum, and any applicable program terms, shall constitute the entire agreement of the parties and shall not be modified except by written change order issued and signed by Company. No prior representations, inducements, promises, or agreements between the parties, whether oral or written, shall be of any force or effect whatsoever. No terms stated by Customer in accepting or acknowledging this offer or otherwise shall be binding except as expressly incorporated herein.

3. All work will be completed in a workmanlike manner according to generally accepted industry practices. Materials and work in addition to that described herein will be furnished only on Customer's authorization and will be paid by Customer as a separate charge. The pricing that Company provided to Customer does not include any costs or expenses that may be incurred in relation to the removal or disposal of any lead, asbestos, microorganisms, or any other hazardous material(s). To the extent Customer requests Company to perform such removal or disposal services and Company agrees to perform the same, such services shall be provided at an additional charge to Customer.

4. If Customer is not satisfied at any time during the twelve (12) months following the date the services are completed by Company, Customer shall provide written notice to the Company providing reasonably sufficient detail to verify the particular concerns, and upon reasonable verification, Company will (a) for service concerns, promptly address issues regarding work performed by Company, by re-performance of the applicable services to Customer's reasonable satisfaction, or, at Company's option, or refund the service fee actually paid by Customer or (b), for equipment concerns, remove the installed equipment and issue a refund of the purchase amount actually paid by Customer. In order to take advantage of the foregoing: (i) the entire HVAC system (the "System") is maintained annually by Company's Authorized Service Technician; (ii) all repairs recommended by Company are performed; and (iii) the product(s) have been used solely for the purpose and under the conditions for which it was designed and has not been subjected to misuse, alteration, accident or abuse. The remedies provided in this paragraph for any concerns identified by the Customer are exclusive and are conditioned upon Customer providing timely notification of such concerns to Company. Such remedies are given by Company and accepted by Customer in lieu of any other remedies, warranties, and guarantees, express or implied, and in lieu of merchantability and warranty of fitness for a particular purpose. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Company provides the limited remedies above for all Customers. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Damage, failure or breakdown resulting from malfunctions or operations caused by internet connected management systems, electronic or computerized energy management or lighting and appliance management systems, smart devices, or smart phone applications that can interface with a covered system or product is expressly excluded. Normal maintenance, filter replacements, and regular drain line maintenance are the sole responsibility of Customer. All warranties with respect to any equipment, parts, or materials used in connection with the services, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials.

5. Company's obligations are strictly conditioned on Customer providing the Company reasonable access to the property on which equipment is to be installed and the services are to be performed. Title to all provided equipment remains with Company until Customer pays in full all amounts due thereon, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed severable without injury to the freehold. On any payment default by Customer, or if in the Company's judgment, reasonably exercised, its equity appears to be imperiled, then, the Company may without further notice enter the premises and remove or resell the equipment, and Customer shall be liable for any deficiency or loss sustained by the Company in connection therewith.

6. Once equipment is connected at Customer's property, Customer assumes all risk of loss or damage to such equipment and shall insure same fully to protect all interests of the Company, cost of insurance to be paid by Customer.

7. Upon failure to pay any sums due hereunder, Customer agrees to pay the Company interest at the rate of 1.5% per month simple interest (but not in excess of the maximum rate permitted under applicable law) for any overdue payment and to reimburse the Company for its attorneys' fees and other costs incurred in the collection of unpaid balances. Furthermore, failure to pay in full for any work shall allow the Company to cease work on this or any other work for Customer and to post notice at all work sites without liability. In the event of non-payment, the Company, without prior notice, may remove all workmen and stored material from the project site. No credit or offset by Customer shall be permitted when service or work is refused for non-payment. All work furnished, lost profit, and costs of handling shall be due immediately upon invoice by the Company without liability to replace any equipment. Company hereby notifies Customer that persons or companies furnishing labor or materials for the construction on Customer's land may have lien rights on Customer's land and buildings if not paid. Company's waiver of any breach by Customer of any of the provisions contained herein shall not constitute a waiver of any other breach of the same or any other provision. Company's rights and remedies under any provision contained herein shall be in addition to and not in substitution or limitation of any other rights and remedies available to Company under applicable law.

8. The Company shall not be liable for any default or delay caused by any events beyond its control, including but not limited to an act of God, war, utility or communication failures, fire, flood, strikes, or accidents.

9. In situations where the Company is required to contact Customer to schedule a service, to the extent permitted by applicable law, in the event Company cannot reach Customer after two (2) reasonable attempts or is otherwise prevented by Customer from performing the Service after two (2) attempts to schedule or perform such Service, as applicable, then Customer agrees that Company shall have fulfilled its obligations as to such Service hereunder, Company shall retain all funds that Customer previously paid to Company for such Service and Company shall be relieved of any further obligations to provide the Services.

10. Notwithstanding anything to the contrary set forth herein, this contract does not cover: (a) any maintenance plan and/or extended warranty plan governed by a separate agreement between Customer and a third party; (b) existing equipment, ductwork, electrical wiring, refrigerant lines, circuit breakers, service disconnects, or other materials not installed by the Company, unless expressly agreed in writing that for an additional annual fee to cover same; (c) any maintenance to equipment that has been altered or repaired by anyone other than an authorized service technician pursuant to this Contract, including any unauthorized alterations made by Customer or any agent of Customer; (d) damage or other equipment failure due to causes beyond Company's control including, but not limited to, repairs necessary due to operator negligence, Customer's failure to maintain the equipment according to the applicable owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, moisture or other unusual atmospheric conditions, acts of war or acts of nature; (e) consumable items defined as any part that is considered consumable by the manufacturer; (f) damage or failure caused by animals or insects; (g) regular maintenance, maintenance parts such as filters, lubricants, or refrigerant gases, unless specifically included in the

description of the applicable service provided by Company; (h) failure and replacement caused by contamination of the sealed system such as by Green Slime, Dirty Sock Syndrome, or similar matters; (i) corrosive conditions caused by location or moisture; (j) leaks in the equipment in the evaporator, Schrader cores, condenser and/or metering device or other connections resulting from loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing); (k) miscellaneous items such as nitrogen that are used to detect or diagnosis failures unless specifically included in the description of the applicable service; (l) alteration of the equipment to meet changes in federal, state or local codes and regulations, or repairs which require additional parts and labor to bring the equipment into working condition as a result of such government regulations; (m) manual or digital thermostats unless specifically included in the description of the applicable service and/or (n) any damage, failure or breakdown resulting from malfunctions or operations caused by internet connected management systems, electronic or computerized energy management or lighting and appliance management systems, smart devices, or smart phone applications that can interface with a covered system or product.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL COMPANY, ITS AGENTS, AND ITS EMPLOYEES BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST DATA, LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES (INCLUDING EXISTING FACILITIES) OR ANY PORTION THEREOF, INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR EXPENSE OR REPLACEMENT PRODUCTS RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN OR THE INABILITY TO RENDER ANY SERVICE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL COMPANY BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, OR DAMAGE ARISING FROM ANY SOURCE WHATSOEVER, INCLUDING NEGLIGENCE, IN EXCESS OF THE PRICE PAID BY CUSTOMER TO COMPANY FOR THE SERVICE WHICH GIVES RISE TO THE LOSS, COST, OR DAMAGE.

11. By providing Company with a phone number in connection with the acceptance of these Terms and Conditions, Customer expressly consents and permits Company to contact Customer by phone (via live operator, automated call, SMS/text message) to schedule and provide products and services associated with the purchase or service. In addition, Customer consents to receiving electronic communications related to the services via email, web site message platforms, or other electronic platforms. You also agree that Company may send phone or text messages via automated technology or prerecorded messages (including through the use of third parties) to provide marketing information. Consent is not a condition of purchase.

You agree Company may send phone or text messages via automated technology or prerecorded messages to provide marketing information. Consent is not a condition of purchase.

12. This agreement shall be governed and construed solely according to the internal laws of the State of purchase and/or where the services are performed, without reference to any conflicts of laws.

13. To the full extent permitted by applicable law, both you and Company waive the right to bring any dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any dispute brought by anyone else. Notwithstanding the arbitration provision set forth

below, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this section is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

14. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

15. ARBITRATION CLAUSE — IMPORTANT — PLEASE REVIEW — AFFECTS YOUR LEGAL RIGHTS. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

a. In accordance with this section, any dispute, claim, or controversy arising out of or relating to these Terms and Conditions, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms and Conditions to arbitrate, or relating to any of the subject matter of these Terms and Conditions shall, at our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations, and its applicable rules, to conduct the arbitration: JAMS (800 352-5267, www.jamsadr.com), the American Arbitration Association (800 778-7879, www.adr.org), or any other organization subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

b. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statutes of limitation. Unless applicable law provides otherwise, the arbitration hearing shall be conducted in the federal district in which you reside. We will pay your filing, administration, service and case management fee, your arbitrator and hearing fee and any arbitration appeal fees you incur all up to a maximum of \$5,000, unless the law requires us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims are frivolous under applicable law. Each party shall be responsible for its own attorney, expert, and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that you may appeal any arbitrator's award pursuant to the rules of the arbitration organization, and we may only appeal an award against us exceeding \$100,000. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

c. You retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and we agree to reimburse your filing fees for such proceedings. You also retain the

right to seek individual injunctive relief in court. Neither you nor we waive the right to arbitrate by filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination of these Terms and Conditions. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.



Daniel's Plumbing & Air Conditioning
2929 Longhorn Blvd Suite 105
Austin, TX, 78758

BILL TO

Russell Dunnam
101 Birnam Wood Court
Austin, TX 78746 USA

ESTIMATE
60954839

ESTIMATE DATE
Apr 29, 2022

JOB ADDRESS

Russell Dunnam
101 Birnam Wood Court
Austin, TX 78746 USA

Project: 60985853

ESTIMATE DETAILS

Additional 44ft of tunneling : Additional tunneling to connect the two portions of the current tunnel. This will also be to replace the additional piping under the home. All of the sewer system under the home will now be new PVC.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
1	Sewer & Drain Service	1.00	\$27,125.00	\$27,125.00

2	I am fully aware that Daniel's Plumbing and Air Conditioning will be conducting trenching and/or excavating activities on my property and I hereby authorize access for such trenching and/or excavation equipment, vehicles and personnel. I agree that I will not hold Daniel's responsible for any damage caused to items above or below ground, including but not limited to the following: lawn sprinkler piping, utility lines (cable TV, telephone, gas & electric, sewer & septic), barbecue grill lines, landscaping, patios, driveways and sidewalks. As well as any ruts, depressions or inspection holes in trenches or excavations.	1.00	\$0.00	\$0.00
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Underground Utilities. I understand that Daniel's will contact the underground utility location company which location company will, in turn, locate and mark out all underground utilities. Liability for improper mark-outs will rest with the location company, the utility owner or the property owner in accordance with the Underground Utilities Act. In no event shall Daniel's be liable for any damages resulting from improperly marked out utilities, wires, pipes, etc.

Unforeseen Conditions / Rock. Unforeseen conditions including, but not limited to excessive rock are not included in the cost of this project. In the event rock is discovered once the project has begun, additional charges may apply. An occasional rock may not warrant additional charges, but continuous or large diameter rock formations and/or solid rock likely will. Rock excavation costs will be determined by the technician and are solely dependent upon the circumstances of the project and property. By way of example and not limitation, other examples of unforeseen conditions are unmarked or improperly marked underground utilities, sewer taps or valves in the wrong location, sandy soils, or excessive water. In these instances, our Service Expert will stop the project and contact you about the situation. If these unforeseen conditions cause significant delays, an additional charge may apply. Daniel's will use its best efforts to keep any additional costs as low as feasible and will not perform any additional work without prior authorization.

Off-Site Removal of Excavated Debris. Tree stumps, roots, rock, etc. are not permitted to be used as backfill and therefore may not be placed back in the excavated trench. Daniel's will relocate these unearthed items to a suitable location on your property (the project site). However, the off-site removal of said excavated material is not calculated in your project and therefore, not included in the price. If off-site removal is necessary, there will be an additional charge for such services.

Rough Grading / Unsuitable Soils / Wet Conditions. I understand that Daniel's will backfill all trenched and/or excavated areas to a rough grade. However, soil, and particularly soil that is wet or moist, will settle and even though we will tamp the backfilled areas, settling may still occur. Your total investment for this project does not contain any contingency for finish landscaping or additional topsoil or seeding, if needed, unless expressly stated in writing. Other factors affecting the final appearance of a rough grade can include whether the excavating or trenching work was performed in connection with, though not limited to, a leaking water line, a drain stoppage, or a broken drain line. Excavation work that is performed under wet conditions, or under conditions that cause some degree of moisture to mix with the soil, will result in conditions that are less than optimum for digging and backfilling. Any rain during our excavation or backfilling will only amplify any unsuitable conditions.

Landscaping, Driveways & Concrete Walks. Daniel's will take reasonable measures to protect and avoid damage to trees, shrubbery, walkways, driveways, patios, fences and landscaping. However, you understand

that some landscaping and hardscape items may be unavoidably damaged, and you agree that Daniel's shall not be held responsible for potential damages that may occur during the project.

Warranty. The Warranty provided by Daniel's Plumbing & Air Conditioning covers the work performed under this agreement as set forth herein. The Warranty does not extend to, nor will Daniel's Plumbing & Air Conditioning be responsible for any pre-existing conditions that are not part of the work expressly covered under this agreement.

Miscellaneous. In the event that your account is subject to collection activities, you agree to pay all attorneys' fees and costs associated with such collection. In addition, if the account is placed for collection, all warranties issued for the project are void and null until all outstanding amounts are paid in full. This contract sets forth the entire agreement between the parties. Any and all prior agreements, warranties, oral discussions, or representations made by either party for the work covered under this contract are superseded by this contract.

I have read, understand, and agree with all of the above terms

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$27,125.00
TAX	\$0.00
TOTAL	\$27,125.00
EST. FINANCING	\$278.80

Thank you for your business

CUSTOMER AUTHORIZATION

I hereby authorize Daniel's Plumbing & Air Conditioning to complete the above work in the amount of \$27,125.00 at 101 Birnam Wood Court, Austin, TX 78746 USA. At this time, this is an estimate only as there may be additional work that is unforeseen. Daniel's Plumbing & Air Conditioning upon identifying any additional work required will stop work and get your approval before continuing. Terms and Conditions ©2022, Daniel's Plumbing and Air Conditioning™ One Call. One Company, License# M-42388

Sign here

Date

Daniel's Plumbing & Air Conditioning ("Company", "We" or "Us") and the person(s) or business(s) named in the Service Address Section on the cover page of this agreement (the "Cover Page"), incorporated by reference herein, ("You" or "Customer") agree to the following terms and conditions (these "Terms and Conditions"). If you are accepting these Terms and Conditions on behalf of a business entity, you represent and warrant that you have appropriate authority to accept these Terms and Conditions and the Cover Page on behalf of the business entity.

IMPORTANT – PLEASE REVIEW SECTIONS 12-14 CAREFULLY – THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION CLAUSE AND OTHER IMPORTANT TERMS WHICH AFFECT YOUR LEGAL RIGHTS.

1. Customer hereby accepts the equipment and service described on the Cover Page and agrees to pay the any fees, taxes, or other amounts set forth on the Cover Page. Payment in full is due from Customer upon completion of the work in all cases. By accepting the service or making a payment for all or part of the service, Customer accepts the service pursuant to these Terms and Conditions and the provisions of the attached work order incorporated into these Terms and Conditions by reference. Notwithstanding the foregoing, non-residential customers who have a pre-approved credit application on file with the Company prior to the date a given job has commenced shall have thirty (30) days from receipt of the applicable invoice to pay the same in full. Any deviation from these payment terms, including, without limitation, any financing arranged through third parties, must be agreed in writing prior to the commencement of a given job and all associated and necessary documents must be fully executed and delivered to the applicable parties before the job has commenced. For any service to be performed on multiple service calls or over a specified term, Company and Customer may mutually agree to payment by "Automatic Bank Account Debit" or "Automatic Credit Card Debit", whereby Customer authorizes Company to charge a monthly installment from Customer's bank or credit card account beginning one (1) month after the application is approved. If so agreed between Company and Customer, the automatic monthly payment will continue until a written notice of termination is received by Company. In addition, for any service to be performed over a specified term, if Customer authorized Company to charge the full amount for the specified term to Customer's credit card, this contract will automatically renew at the expiration of the specified term, for a new term equal to the original term, and Customer's credit card will be charged for the renewal term until written notice of termination is received by the Company. Cancellation in either event will not entitle Customer to a refund of any previously paid amounts. As permitted by applicable law, and to the extent applicable, upon renewal of this contract, Customer agrees that Company may change or increase the monthly installment charge and automatically debit such charge in connection with any changes to service fees. Home Comfort Club Agreement or other Service Agreement cancellation will be subject to Company's then current refund policy.

2. These Terms and Conditions of service, together with the Cover Page, state specific addendum, and any applicable program terms, shall constitute the entire agreement of the parties and shall not be modified except by written change order issued and signed by Company. No prior representations, inducements, promises, or agreements between the parties, whether oral or written, shall be of any force or effect whatsoever. No terms stated by Customer in accepting or acknowledging this offer or otherwise shall be binding except as expressly incorporated herein.

3. All work will be completed in a workmanlike manner according to generally accepted industry practices. Materials and work in addition to that described herein will be furnished only on Customer's authorization and will be paid by Customer as a separate charge. The pricing that Company provided to Customer does not include any costs or expenses that may be incurred in relation to the removal or disposal of any lead, asbestos, microorganisms, or any other hazardous material(s). To the extent Customer requests Company to perform such removal or disposal services and Company agrees to perform the same, such services shall be provided at an additional charge to Customer.

4. If Customer is not satisfied at any time during the twelve (12) months following the date the services are completed by Company, Customer shall provide written notice to the Company providing reasonably sufficient detail to verify the particular concerns, and upon reasonable verification, Company will (a) for service concerns, promptly address issues regarding work performed by Company, by re-performance of the applicable services to Customer's reasonable satisfaction, or, at Company's option, or refund the service fee actually paid by Customer or (b), for equipment concerns, remove the installed equipment and issue a refund of the purchase amount actually paid by Customer. In order to take advantage of the foregoing: (i) the entire HVAC system (the "System") is maintained annually by Company's Authorized Service Technician; (ii) all repairs recommended by Company are performed; and (iii) the product(s) have been used solely for the purpose and under the conditions for which it was designed and has not been subjected to misuse, alteration, accident or abuse. The remedies provided in this paragraph for any concerns identified by the Customer are exclusive and are conditioned upon Customer providing timely notification of such concerns to Company. Such remedies are given by Company and accepted by Customer in lieu of any other remedies, warranties, and guarantees, express or implied, and in lieu of merchantability and warranty of fitness for a particular purpose. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Company provides the limited remedies above for all Customers. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Damage, failure or breakdown resulting from malfunctions or operations caused by internet connected management systems, electronic or computerized energy management or lighting and appliance management systems, smart devices, or smart phone applications that can interface with a covered system or product is expressly excluded. Normal maintenance, filter replacements, and regular drain line maintenance are the sole responsibility of Customer. All warranties with respect to any equipment, parts, or materials used in connection with the services, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials.

5. Company's obligations are strictly conditioned on Customer providing the Company reasonable access to the property on which equipment is to be installed and the services are to be performed. Title to all provided equipment remains with Company until Customer pays in full all amounts due thereon, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed severable without injury to the freehold. On any payment default by Customer, or if in the Company's judgment, reasonably exercised, its equity appears to be imperiled, then, the Company may without further notice enter the premises and remove or resell the equipment, and Customer shall be liable for any deficiency or loss sustained by the Company in connection therewith.

6. Once equipment is connected at Customer's property, Customer assumes all risk of loss or damage to such equipment and shall insure same fully to protect all interests of the Company, cost of insurance to be paid by Customer.

7. Upon failure to pay any sums due hereunder, Customer agrees to pay the Company interest at the rate of 1.5% per month simple interest (but not in excess of the maximum rate permitted under applicable law) for any overdue payment and to reimburse the Company for its attorneys' fees and other costs incurred in the collection of unpaid balances. Furthermore, failure to pay in full for any work shall allow the Company to cease work on this or any other work for Customer and to post notice at all work sites without liability. In the event of non-payment, the Company, without prior notice, may remove all workmen and stored material from the project site. No credit or offset by Customer shall be permitted when service or work is refused for non-payment. All work furnished, lost profit, and costs of handling shall be due immediately upon invoice by the Company without liability to replace any equipment. Company hereby notifies Customer that persons or companies furnishing labor or materials for the construction on Customer's land may have lien rights on Customer's land and buildings if not paid. Company's waiver of any breach by Customer of any of the provisions contained herein shall not constitute a waiver of any other breach of the same or any other provision. Company's rights and remedies under any provision contained herein shall be in addition to and not in substitution or limitation of any other rights and remedies available to Company under applicable law.

8. The Company shall not be liable for any default or delay caused by any events beyond its control, including but not limited to an act of God, war, utility or communication failures, fire, flood, strikes, or accidents.

9. In situations where the Company is required to contact Customer to schedule a service, to the extent permitted by applicable law, in the event Company cannot reach Customer after two (2) reasonable attempts or is otherwise prevented by Customer from performing the Service after two (2) attempts to schedule or perform such Service, as applicable, then Customer agrees that Company shall have fulfilled its obligations as to such Service hereunder, Company shall retain all funds that Customer previously paid to Company for such Service and Company shall be relieved of any further obligations to provide the Services.

10. Notwithstanding anything to the contrary set forth herein, this contract does not cover: (a) any maintenance plan and/or extended warranty plan governed by a separate agreement between Customer and a third party; (b) existing equipment, ductwork, electrical wiring, refrigerant lines, circuit breakers, service disconnects, or other materials not installed by the Company, unless expressly agreed in writing that for an additional annual fee to cover same; (c) any maintenance to equipment that has been altered or repaired by anyone other than an authorized service technician pursuant to this Contract, including any unauthorized alterations made by Customer or any agent of Customer; (d) damage or other equipment failure due to causes beyond Company's control including, but not limited to, repairs necessary due to operator negligence, Customer's failure to maintain the equipment according to the applicable owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, moisture or other unusual atmospheric conditions, acts of war or acts of nature; (e) consumable items defined as any part that is considered consumable by the manufacturer; (f) damage or failure caused by animals or insects; (g) regular maintenance, maintenance parts such as filters, lubricants, or refrigerant gases, unless specifically included in the

description of the applicable service provided by Company; (h) failure and replacement caused by contamination of the sealed system such as by Green Slime, Dirty Sock Syndrome, or similar matters; (i) corrosive conditions caused by location or moisture; (j) leaks in the equipment in the evaporator, Schrader cores, condenser and/or metering device or other connections resulting from loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing); (k) miscellaneous items such as nitrogen that are used to detect or diagnosis failures unless specifically included in the description of the applicable service; (l) alteration of the equipment to meet changes in federal, state or local codes and regulations, or repairs which require additional parts and labor to bring the equipment into working condition as a result of such government regulations; (m) manual or digital thermostats unless specifically included in the description of the applicable service and/or (n) any damage, failure or breakdown resulting from malfunctions or operations caused by internet connected management systems, electronic or computerized energy management or lighting and appliance management systems, smart devices, or smart phone applications that can interface with a covered system or product.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL COMPANY, ITS AGENTS, AND ITS EMPLOYEES BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST DATA, LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES (INCLUDING EXISTING FACILITIES) OR ANY PORTION THEREOF, INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR EXPENSE OR REPLACEMENT PRODUCTS RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN OR THE INABILITY TO RENDER ANY SERVICE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL COMPANY BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, OR DAMAGE ARISING FROM ANY SOURCE WHATSOEVER, INCLUDING NEGLIGENCE, IN EXCESS OF THE PRICE PAID BY CUSTOMER TO COMPANY FOR THE SERVICE WHICH GIVES RISE TO THE LOSS, COST, OR DAMAGE.

11. By providing Company with a phone number in connection with the acceptance of these Terms and Conditions, Customer expressly consents and permits Company to contact Customer by phone (via live operator, automated call, SMS/text message) to schedule and provide products and services associated with the purchase or service. In addition, Customer consents to receiving electronic communications related to the services via email, web site message platforms, or other electronic platforms. You also agree that Company may send phone or text messages via automated technology or prerecorded messages (including through the use of third parties) to provide marketing information. Consent is not a condition of purchase.

You agree Company may send phone or text messages via automated technology or prerecorded messages to provide marketing information. Consent is not a condition of purchase.

12. This agreement shall be governed and construed solely according to the internal laws of the State of purchase and/or where the services are performed, without reference to any conflicts of laws.

13. To the full extent permitted by applicable law, both you and Company waive the right to bring any dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any dispute brought by anyone else. Notwithstanding the arbitration provision set forth

below, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this section is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

14. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

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a. In accordance with this section, any dispute, claim, or controversy arising out of or relating to these Terms and Conditions, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms and Conditions to arbitrate, or relating to any of the subject matter of these Terms and Conditions shall, at our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations, and its applicable rules, to conduct the arbitration: JAMS (800 352-5267, www.jamsadr.com), the American Arbitration Association (800 778-7879, www.adr.org), or any other organization subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

b. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statutes of limitation. Unless applicable law provides otherwise, the arbitration hearing shall be conducted in the federal district in which you reside. We will pay your filing, administration, service and case management fee, your arbitrator and hearing fee and any arbitration appeal fees you incur all up to a maximum of \$5,000, unless the law requires us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims are frivolous under applicable law. Each party shall be responsible for its own attorney, expert, and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that you may appeal any arbitrator's award pursuant to the rules of the arbitration organization, and we may only appeal an award against us exceeding \$100,000. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

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right to seek individual injunctive relief in court. Neither you nor we waive the right to arbitrate by filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination of these Terms and Conditions. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.