

TERMS and CONDITIONS

This document outlines the Terms and Conditions pursuant to which Absolute Access LLC (Absolute Access) will perform work for its Customers. These Terms and Conditions are in addition to any terms and conditions specifically called out in Job Estimates, as defined below.

DEFINITIONS

"Customer" means the individual or organization representative that entered into the Contract with Absolute Access.

"Contract" means the following terms and conditions, along with the Job Estimate accepted by the Customer in writing and any subsequent changes to the Job Estimate accepted by the Customer in writing, and any additional Services or changes to the Services requested by Customer and performed by Absolute Access, regardless of whether such additions or changes to Services are documented in writing.

"Job Estimate" means the scope of work recommended by Absolute Access or requested by the Customer along with estimated prices for such work. Prices listed in Job Estimates will be stated in US dollars. Job Estimates may sometimes be referred to as Budget Estimates, Bids, or Quotes.

"Services" means the work performed and materials furnished by Absolute Access, or its subcontractors on its behalf, pursuant to the Contract.

CONTRACT ACCEPTANCE

Absolute Access will provide Customer a Job Estimate prior to performing Services. Job Estimates will describe the proposed Services and will provide estimated prices. Job Estimates will be communicated in written form and may be in the form of an email, text, or other written means. Customer must provide written acceptance of Job Estimate prior to performance of Services.

If Customer requests changes to the scope of Services after the Job Estimate has been accepted, or if Absolute Access discovers that changes to the scope of Services are necessary, such changes are subject to the acceptance by Absolute Access and the Customer, as well as the Customer's approval of any applicable fees or changes to prices. Updated Job Estimates must be accepted by the Customer in writing in order for Absolute Access to complete the Services.

Customer's written acceptance of Job Estimates may be communicated via email, text message, or other written means. Customer's written acceptance will subject the Job Estimate to these Terms and Conditions. If Customer requests any additional Services or changes to the Services and such Services are performed by Absolute Access, regardless of whether such additions or changes Services are documented in writing, Customer's acceptance of such Services will also subject that effort to these Terms and Conditions.

PERFORMANCE OF SERVICES

Customer agrees to provide property access sufficient to allow Absolute Access to perform the Services. Customer further represents that Customer has the authority to provide said property access.

In the event Customer will not be present during performance of Services, Customer may grant Absolute Access permission to enter the property to perform the Services. If necessary, Customer shall facilitate entry by providing gate code(s), key(s) or other means of entrance to the property.

Customer agrees not to hinder the performance of Services. This includes keeping pets, children, and other persons at a safe distance from the area where Services are being performed.

In the event that permits are required for the Services, Customer is responsible for obtaining any such permits.

Site Conditions

Customer agrees to secure the worksite and remove or protect all property at the worksite, including but not limited to cabinets, fixtures, flooring, walls, tiling, carpets, drapes, furniture, vehicles, and vegetation during the performance of Services. Customer further agrees to hold harmless and indemnify Absolute Access, its employees and agents against all claims arising out of Customer's failure to do so.

Customer will ensure that garage door jambs are installed and are not defective prior to Absolute Access's performance of Services. If jambs are not in place or are defective, Absolute Access will advise Customer of such. If Customer requests that Absolute Access perform the Services despite the lack of door jambs or door jambs being defective, Absolute Access may perform the Services but will not be responsible for damages resulting from the lack of door jambs or defective door jambs. Customer's failure to ensure door jambs are installed and are not defective will void the warranty provided herein.

LIMITED WARRANTY

Unless otherwise specified in the Contract, Absolute Access warrants its work as follows:

For repair and maintenance services, Absolute Access warrants its labor for a period of one (1) year from the original date of service completion and installed materials for one (1) year from the original date of installation.

For door, operator, and operator accessory installations, Absolute Access warrants its labor for one (1) year from the original date of installation. The installed doors, operators, parts and accessories are subject to the manufacturers' material and workmanship and finish warranties for the specific products installed.

These warranty terms expressly exclude improper use of installed or repaired or otherwise serviced products, damage caused by weather or other natural phenomena, or any other damage caused by events outside of Absolute Access's control.

Any modification or repair of materials by any person or entity other than Absolute Access voids this warranty. Warranty will be void if Customer does not pay amounts due in full.

Absolute Access makes no other representation or warranty, express or implied, regarding the Services provided and expressly disclaims any other warranties, including but not limited to the implied warranties of good and workmanlike performance, of fitness for a particular purpose, and merchantability.

PAYMENT TERMS

Customer agrees that Absolute Access will be entitled to payment for work performed pursuant to the provisions of the Contract and Absolute Access agrees to invoice Customer for work performed pursuant to same. Customer agrees to pay all such amounts invoiced by the due date. Payments must be made in US dollars.

Customer will be responsible for all applicable taxes on the Services.

CUSTOM-DESIGNED OR SPECIAL ORDER ITEMS: A 50% DEPOSIT IS REQUIRED FOR US TO ORDER THE ITEM FROM OUR SUPPLIER.

Payment may be made by cash, check, ACH/bank draft, or credit/debit card. In the event payment is returned for insufficient funds, declined bank draft or credit/debit card, Absolute Access will charge a \$30 fee.

Any invoice over 30 days past due will be subject to a finance charge of eighteen percent (18%) per annum or the maximum rate allowed by law until paid.

In the event a delinquent account is referred to a collection agency, Customer will be responsible for all costs of collection, including but not limited to collection agency fees, attorney's fees, court costs, and any other associated costs.

Failure to pay will render all Absolute Access warranties void.

CANCELLATIONS AND REFUNDS

Customer may cancel the Contract for any reason prior to the performance or completion of Services, subject to the following provisions of this section.

Absolute Access reserves the right to cancel the Contract for cause as reasonably determined by Absolute Access. Cause may include but is not limited to Customer's failure to fulfill contractual obligations; failure to pay; and threatening, demeaning, vulgar, or harassing behavior toward Absolute Access or its representatives.

Any portion of the Contract for Services already performed cannot be cancelled or refunded. Service calls, once performed, are not cancellable or refundable.

If at the time of cancellation, Absolute Access has incurred costs for the performance of the associated Services, Customer will be responsible for such costs. Examples of such costs include but are not limited to the cost of materials and labor, restocking fees, and other costs incurred directly for the Contract.

Special orders and custom designed items are non-refundable. In the event the manufacturer or other provider of special-order or custom designed items allows an exchange, Customer may exchange the items provided that Customer agrees to pay any costs associated with the exchange along with any price difference. Customer will not hold Absolute Access liable for delays in special order delivery times due to manufacturer lead times.