

# NORTHERN NECK GENERATOR, INC.

## TERMS & CONDITIONS

These Terms and Conditions are a part of your agreement with Northern Neck Generator, Inc., ("NNG"). They also apply to any amendment to that agreement or change order.

**License.** NNG is licensed as a Virginia Class A contractor with specialties in Electrical Contracting and Alternative Energy Systems. Our license number is 2705140041A.

**Scope of Work.** We agree to provide all labor and materials necessary to install the equipment listed in the "Description" section of our sales invoice. Our work will comply with all local requirements for building permits, inspections and zoning. The materials you have requested and the necessary work to install it also are listed in the Description. Unless you instruct us otherwise, we will place the equipment according to manufacturer's recommendations and in accordance with the National Fire Protection Association's NFPA 37 Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines ("NFPA 37") and any applicable federal, state, or local codes for minimum distances from other structures.

**Binding Contract/Cancellation Rights.** Your signature on this agreement is a binding contract. Residential customers signing this contract in their home have a right to cancel this agreement without penalty within seventy-two hours of their signature. No other customers have a right of cancellation.

**Cost, Payment, Time of Performance & Delay.** The total cost of this contract is shown on the front of our Sales Invoice in the section marked "Total Invoice." If you have made a down payment, that payment is listed as a "Deposit on Account." Final payment (shown as "Balance Due") is payable upon completion of our work. Unless otherwise indicated in the Description, we estimate that work on your project will begin within thirty days of your signature on this contract, receipt of any necessary building permit, or delivery of equipment from the manufacturer whichever is later. Ordinarily, work will be completed within fourteen days. If we anticipate taking a longer time to complete the project, we will notify you in writing. NNG is not responsible for events beyond the control of the contractor and any resulting delays do not constitute abandonment of the project and are not included in calculating the time frames for payment or performance.

**Entire Agreement.** Our sales invoice, including these Terms and Conditions, is our entire agreement with you. Any modification to this contract which changes the cost, materials, the work to be performed, or the estimated completion date must be in writing and signed by both you and NNG.

**Exclusions.** No fuel, wiring, connecting, installation, plumbing, concrete or other work is included in our agreement unless it is specified in the Description.

**Finance Charges & Cost of Collection.** If you do not pay the money you owe NNG as specified per the contractor invoice, you are responsible for finance charges of 18% per annum until the invoice is paid. By signing this contract, you also agree to pay all costs of collection, including filing fees and reasonable attorneys' fees.

**Warranties.** All warranties for generating equipment, electrical components and fuel systems are those of the manufacturers of those components, and not by NNG. If you purchase a maintenance plan from NNG we will unconditionally guarantee our original installation for the life of the original equipment, normal wear and tear excepted. If you do not purchase a maintenance agreement or fail to keep the plan in place without interruption, our installation warranty is limited to three years from the completion of our original installation. NNG hereby disclaims all other warranties, either express or implied. We hereby notify you that generating equipment we supply complies with National Electrical Code Articles 700, 701, or 702 but are not rated for medical support or operation of elevators unless so specified in the Description of our work.

**Work of Others.** We are only responsible for our own work. We are not responsible for work that you perform or that you hire others to perform on your behalf. If a claim is made or suit is filed against NNG in connection with any work performed by or someone acting on your behalf (other than NNG and its subcontractors) you agree to indemnify and to hold harmless NNG, its officers, directors, employees, successors, and assigns, from any and all acts, actions, claims, causes of actions, demands or liability of any nature, whether known or unknown, including actual, consequential and punitive damage, attorneys' fees and costs arising from the work or acts of others, including misuse or alteration of the equipment or installation, and for breach of any representation you have made in connection with the execution of this agreement. You expressly assume liability for any accidents, burns, fires, injuries or damage caused by propane equipment.

**Owner's Responsibilities.** In addition to other provisions of this agreement, you are responsible for the following:

- Providing us with a copy of any required building permit as soon as you receive it.
- Immediately notifying us of the name and address of any mechanic's lien agent whom you designate.
- Informing NNG of the location of buried utility lines such as water, septic, and private electric lines not located by Miss Utility and the cost of repairing damage that results from trenching during equipment installation.
- If you select the placement of equipment, you are responsible for any damages arising from or related to placement at Customer's direction in contravention of NFPA 37 standards or applicable federal, state, or local codes for minimum distances from other structures.

**Virginia Contractor's Recovery Fund.** We know that you will be happy with our work. Nevertheless, Virginia law requires us to inform you that the Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed *residential* contractor. You may obtain information regarding coverage and, if necessary, how to make a claim by contacting the Virginia Department of Professional and Occupational Regulation, Recovery Fund Office at 9960 Mayland Drive, Suite 400, Richmond, VA 23233; Telephone: (804) 367-1559; Email: RecoveryFund@dpor.virginia.gov.

**Miscellaneous Provisions.** Your agreement with NNG will be governed by the laws of the Commonwealth of Virginia, exclusive of choice of law rules. You agree that any claim or controversy related to our agreement may only be filed in a state court in Lancaster County, Virginia. By signing below, you consent to the jurisdiction of any such court.

Any breach of these Terms and Conditions shall not operate or be construed as a waiver of any subsequent breach.

This agreement will bind and benefit any successor of NNG by reorganization, merger, consolidation, or otherwise, and any assignee of NNG. You may not assign your rights or delegate your responsibilities under this agreement.

I (WE) UNDERSTAND AND ACCEPT THESE THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROMISE TO PAY ALL MONIES OWED TO NNG UNDER OUR AGREEMENT, AND REPRESENT THAT I (WE) HAVE THE AUTHORITY AND LEGAL CAPACITY NECESSARY TO SIGN THIS AGREEMENT AND TO BIND ALL OWNERS OF THE REAL PROPERTY WHERE EQUIPMENT WILL BE INSTALLED.