

Terms and Conditions

1. Our Scope of Work/Specifications/Change orders/Unforeseen Conditions. The attached specifications are incorporated herein and define the entire scope of our work under this agreement. Any and all prior quotes, warranties or representations for our work are superseded by this Agreement. We will not provide any additional labor or materials unless you and we sign a change order or it is an unforeseen condition described below.
2. 3-Day Right to Cancel. If this agreement is subject to a 3-day right to cancel, we will not be required to commence work until we are satisfied that you have not cancelled or rescinded the agreement.
3. Substantial Completion. Substantial Completion means when our work is ready for normal use, subject to minor punch list items.
4. Your selections or material. You agree to timely make any required decisions to allow our work to proceed on schedule. If you are supplying any material or equipment or performing any work outside the scope of this agreement, you agree not to interfere with our work or schedule. If you fail to do so, we reserve the right to increase the contract price for our additional costs.
5. Delivery. The signature of our delivery driver shall constitute proof of delivery. We are not responsible for theft, loss or damage to materials or products after delivery to your project. You agree to inspect all products upon delivery. All claims for defects, damage, shortages or improper delivery must be made in writing within three days of delivery or else they are waived.
6. Returns. No materials are to be returned or credit allowed without our prior authorization. Authorized returns in good condition are credited at invoice price. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt. All material picked up by us to be returned for credit will be credited at invoice price less 15% to cover handling and expenses.
7. Unforeseen Conditions and Delays. We are not responsible for extra costs or delays due to hidden or unknown contingencies found at the job site. Contingencies include, but are not limited to: hidden or unforeseen events, waste pipes, air shafts, ducts, grilles, louvers and registers; the need for relocation of concealed pipes, risers, wiring or conduits; or imperfections, rotting or decay in the structure or parts thereof necessitating replacement. In the event such contingencies arise and you request us to, or under the circumstances existing to avoid damage we believe we are required to, furnish labor or materials or otherwise perform extra work not provided for in our scope of work, you agree to pay our actual costs plus our markup for the work involved upon receipt of invoice unless we agree otherwise in a change order. Material availability and commencement dates, when given, shall be deemed approximate, and performance is subject to delays caused by strikes, fires, acts of God, availability of products and work crews at the time of delivery and other causes not reasonably under our control.
8. Payment Terms/Seller's rights on non-payment. If any payment is not paid when due, a time-price differential charge of 1.25%/mo will be added to the past due amount. Any claim for adjustment or credit on an item shall not be cause for failure to make payment in full of remaining items. You agree to also pay our costs and expenses, including reasonable attorneys fees, which we incur in collecting any or all past due amounts you owe. If we record a construction lien to secure our right to payment, a service charge of \$200 will be added to your account balance. In addition to our other rights, if you fail to make payments timely or if we are concerned that you may not be able to make your payments timely, we can withhold materials or discontinue services or require you to furnish acceptable security or payment in advance prior to continuation of our work.
9. Warranty/Limitations of liability. You are entitled to any warranties from the manufacturers of the electrical fixtures, appliances or other materials that are made to consumers. Expressly contingent on payment in full of our invoices, we provide a two-year limited warranty to repair any defects in workmanship, only, to the extent the workmanship is inconsistent with customary industry practices. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event of any liability not otherwise disclaimed, your sole and exclusive remedy is, at our option, (A) we will repair or replace the defective workmanship or (B) we will refund the purchase price of the defective work. YOU AGREE THAT NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SHALL BE AVAILABLE. Any claim against us must be made, in writing, to us within two years of the date of substantial completion of our work by Seller or else it is waived.
10. Construction Lien Act notification. Residential Builders, Residential Maintenance and Alteration Contractors, Electricians and Plumbers are required to be licensed under the laws of the State of Michigan. We are licensed as an Electrician under license number 6218706.
11. Electronic Communications. Unless one of us opts out, we may communicate with each other by email, text or other means of electronic communication. We may rely on the email address you supplied above unless you notify us at the email address below of any change or call us at 313-808-4159.
12. Co-Customers. If there is more than one Customer, each of you is jointly and severally responsible to pay for our work. This means you are each obligated to pay up to the entire amount owed, even if only one of you ordered a particular product or work to be done. Delivery of invoices or statements to one of you is delivery to each of you and receipts or change orders signed by one of you or instructions given by one of you will be binding on the other.

Signature of Acknowledgement