

TERMS AND CONDITIONS

1. Agreement: "The Agreement consists of the Proposal/Estimate and these Terms and Conditions. The scope of work of this Agreement ("Work") is specifically set forth in the Proposal/Estimate. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. Any change, addition or modification to this Agreement must be made in writing, and signed by both parties.
2. Parties: The Parties to this Agreement are Line Pro, Inc. ("Company") and the customer identified in the Proposal/Estimate on the front hereof ("Customer").
3. Payment: All invoices from Company to Customer are due and payable within thirty (30) days of mailing. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the rate of 1.5% monthly. In the event any invoice remains unpaid after sixty (60) days, Company may initiate collection proceedings, and Customer shall be responsible for all reasonable and necessary collection costs incurred by Company, including, without limitation, attorneys' fees and litigation expenses.
4. Warranty: Company warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless the Agreement requires or permits otherwise. Company further warrants that the Work performed pursuant to this Agreement will conform to the requirements of the Agreement and will be free from defects, except for those inherent in the quality of the Work the Agreement requires or permits. **Company will include any additives to specifications provide by the manufacturer of the additives, if those additives are specifically included as part of the Agreement between Customer and Company. Notwithstanding anything to the contrary herein, Company does not warrant in any way, either expressly or impliedly, the effectiveness of the additives either immediately or over the passage of time, since effectiveness may be affected by maintenance, normal wear and tear and external conditions beyond the control of the Company, including, but not limited to, weather and foreign substances that may be present on the area where paint is applied. Further, and notwithstanding anything to the contrary herein, under no circumstances will Company be responsible for any claims or damages asserted by Customer or any third party arising out of the use of the additives in the paint provided for the Work identified in this Agreement.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES WHATSOEVER. COMPANY EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED.
5. Limitation of Liability: To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, representatives and agents, to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Work or this Agreement from any cause or causes, including but not limited to negligence, strict liability, tort, breach of contract, or breach of warranty, shall not exceed the total payment received by Company under the terms of this Agreement. Additionally, Customer hereby waives all claims against Company for liquidated damages or consequential damages arising out of or relating to this Agreement.
6. Force Majeure: Company shall not be deemed in breach of this Agreement if it is unable to complete the Work of this Agreement, or any portion thereof, by reason of a force majeure event, including, but not limited to fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Company principals or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Company's control.
7. Indemnification: Company agrees to indemnify, save and hold harmless the Customer from and against claims, damages, losses, and judgments arising from claims by third parties, only to the extent they are caused by the gross negligence or tortious misconduct of the Company in the performance of the Work under this Agreement. Customer agrees to indemnify, save and hold harmless the Company from and against all claims, damages, losses and judgments, including but not limited to attorneys' fees, arising out of or relating to this Agreement, to the extent they are caused, in whole or in part, by the negligent acts or omissions, or breach of the Agreement by the Customer or anyone directly or indirectly employed by Customer or subcontracted by Customer, regardless of whether or not such claim, damage, loss or judgment is caused in part by a party indemnified hereunder.
8. Insurance: In the event Company includes Customer as an additional insured on any insurance policy/coverage, all additional costs relating to said addition shall be paid by Customer.
9. Termination: In the event of termination of this Agreement for Customer's convenience, Company shall be entitled to receive payment for all Work performed and materials and supplies purchased prior to said termination, plus costs incurred by reason of such termination, and reasonable overhead and profit on Work not performed.
10. Governing Law and Jurisdiction: This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, without regard to any choice of law provisions to the contrary. Company and Customer agree that the Court of Common Pleas of Lancaster County, Pennsylvania shall have exclusive jurisdiction to hear and decide all suits, actions, proceedings, or claims arising out of or in connection with this Agreement.

The Company and Customer, intending to be legally bound, agree to the terms and conditions set forth herein.

Issued by (Company): _____ Date: _____

Accepted by (Customer): _____ Date: _____

Printed Name (Customer): _____

Company Name (Customer): _____