Doe & Co. Mechanical LLC - Commercial Service Terms and Conditions

Effective Date: October 21, 2026

These Commercial Service Terms and Conditions are incorporated by reference into each Commercial Service Proposal issued by Doe & Co. Mechanical LLC that expressly identifies and incorporates these Terms and Conditions by title and effective date. By signing such Proposal, Customer acknowledges and agrees to be bound by these Terms and Conditions.

The Commercial Service Terms and Conditions (the "Terms") are entered into between Doe & Co. Mechanical LLC ("Company") and the customer identified in the accompanying Commercial Service Proposal ("Customer"). The Commercial Service Proposal, these Terms, and any written Change Orders executed in accordance with this Agreement collectively constitute the "Agreement." In the event of any conflict, the specific Scope of Work, pricing, and payment schedule stated in the Proposal shall control over these Terms solely with respect to those subjects, unless the Commercial Service Proposal (the "Proposal") expressly states otherwise. No purchase order, acknowledgment, or other document issued by Customer shall modify or supersede this Agreement unless expressly accepted in a writing signed by Company's authorized representative.

Section 1.

1.1 **Warranty**: Subject to the limitations and exclusions contained in this Agreement, Company warrants that the labor performed directly by Company under the Agreement will be free from material defects in workmanship for thirty (30) days following substantial completion of the applicable Services. Company's warranty applies solely to the specific work performed by Company and does not extend to pre-existing systems, equipment, components, conditions, or work performed by others. Equipment, parts, and materials supplied by third-party manufacturers shall be subject exclusively to any applicable manufacturer's warranty, which Company shall pass through to Customer to the extent assignable. Company makes no independent warranty regarding such equipment, parts, or materials. The remedies and limitations set forth in Section 3 shall apply to all warranty claims.

1.2 **Exclusions:** Unless otherwise stated in writing, this Agreement excludes the following: control wiring or programming; Building Automation System (BAS/BMS) integration or commissioning; permitting beyond standard mechanical permits; union or prevailing wage labor; utility shutdowns; coordination with fire alarm, security, or suppression systems; asbestos abatement; and compliance with wage requirements. Customer shall be solely responsible for arranging and paying for excluded services, materials, approvals, and work performed by others. Company shall not be responsible for delays, deficiencies, or additional costs arising from excluded work or third-party contractors, except to the extent directly caused by Company's own breach of this Agreement. Company shall be entitled to reasonable adjustments to the contract price and performance schedule for additional costs or delays resulting from circumstances outside the agreed Scope of Work.

Section 2. Payment.

2.1 Customer shall pay Company in accordance with the payment schedule set forth in the Proposal. Unless otherwise expressly stated therein, twenty-five percent (25%) of the contract price shall be due upon execution and before commencement of the Services, with the remaining balance due and payable within fifteen (15) calendar days following completion or issuance of Company's final invoice, whichever occurs first. For projects exceeding Ten Thousand Dollars ($10,000), Company may issue periodic progress invoices based on percentage completion or milestones achieved, provided that such invoices shall be due and payable within fifteen (15) days of issuance. Customer shall not withhold, deduct, offset, or reduce any payment based upon disputed claims, alleged defects,

or obligations arising from other transactions, except to the extent prohibited by applicable law. Payment obligations for undisputed amounts shall remain enforceable notwithstanding any dispute regarding other amounts.

2.2 No retainage shall be withheld from any payment due to Company unless expressly agreed to in writing by Company or required by applicable law.

2.3 Customer shall be responsible for all applicable sales, use, and excise taxes unless a valid exemption certificate is provided to Company prior to commencement of work.

2.4 Any amount not paid when due shall accrue interest at the rate of one and one-quarter percent (1.25%) per month or the maximum rate allowed by law, whichever is less, until paid in full. Upon Customer's failure to make any payment when due, Company may, subject to any mandatory notice requirements, immediately suspend performance of the Services and withhold further delivery of materials or equipment not yet incorporated into the work, and decline to schedule additional Services until all overdue amounts have been paid. Company shall be entitled to an extension of time and reimbursement of reasonable costs resulting from suspension, including demobilizations, storage, remobilization, and resulting increases in labor or material costs. Company shall have no liability for delays caused by a suspension properly exercised under this Section.

2.5 Company expressly reserves all mechanic's lien rights, payment bond rights, contractual remedies, and other rights available under Massachusetts law or other applicable law to secure and recover payment for labor, materials, equipment, and Services furnished under this Agreement. No waiver or release of mechanic's lien rights shall be effective except to the extent expressly permitted by applicable law and contained in a duly executed written instrument. Company shall not be deemed to have waived any lien or payment rights by accepting partial payment, continuing performance, or delaying enforcement.

2.6 Payments received shall be applied first to accrued interest and costs, then to the oldest unpaid invoice balances.

Section 3. <u>Warranty, Insurance and Allocation of Risk</u>.

3.1 Company's sole express warranty shall be the limited workmanship warranty stated in Section 1.1. No warranty shall apply to equipment, components, or materials manufactured or supplied by third parties except any assignable manufacturer's warranty. Company does not warrant that the Services will eliminate all system defects, prevent future failures, achieve any particular energy savings, or ensure uninterrupted operation of any HVAC or mechanical system.

3.2 (a) The limited warranties set forth in Section 3.1 will be void as to, and shall not apply, to any work:

(i) repaired, altered or improperly installed by any person other than the Company or its authorized representative;

(ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Company or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; or

(iii) damaged because of any use of the work after Customer has, or should have, knowledge of any defect in the work.

(b) Company assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier or subcontractor of such equipment and will assist Customer in enforcement of assigned warranties.

(c) Customer's sole and exclusive contractual remedy for any breach of Company's limited warranty shall

be, at Company's sole option, repair or reperformance of the defective portion of the Services. Company shall have no obligation to replace or repair any portion of a system not directly affected by defective workmanship performed by Company. No refund, replacement of an entire system, credit, offset, or monetary damages shall be available for a claim under the limited warranty, except to the extent a contrary remedy is required by applicable law.

(d) Customer must notify Company in writing of any alleged defect promptly upon discovery and, in all events, within the applicable warranty period. Customer shall provide Company reasonable access and an opportunity to inspect and remedy the alleged defect before engaging others to perform corrective work. Company shall not be responsible for costs incurred by Customer for third-party repairs undertaken without Company's prior written authorization, except to the extent otherwise required by applicable law.

3.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT THE EQUIPMENT OR SERVICES WILL ACHIEVE ANY PARTICULAR PERFORMANCE STANDARD, EFFICIENCY LEVEL, OR COMPLIANCE WITH FUTURE LAWS OR REGULATIONS. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT OR SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS OR DAMAGE, OR THAT THEY WILL IN ALL CASES PROVIDE THE PROTECTION, PERFORMANCE, OR RESULTS FOR WHICH THEY ARE PURCHASED OR INTENDED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS AS EXPRESSLY SET FORTH IN SECTION 3.2(c) ABOVE. NO ORAL OR WRITTEN STATEMENT, REPRESENTATION, OR WARRANTY NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING ON COMPANY. ANY MODIFICATION OR ADDITION TO THESE LIMITED WARRANTIES SHALL BE VALID ONLY IF SET FORTH IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF COMPANY.

3.4 Company carries Commercial General Liability insurance with limits of $1,000,000 per occurrence and $2,000,000 aggregate, and Workers' Compensation insurance as required by law. The quoted price does not include the cost of any waiver of subrogation endorsement under Company's insurance policies. Such waiver may be provided at Customer's request for an additional charge. Additional insured and waiver of subrogation endorsements may be provided for an additional charge. Customer shall maintain property insurance covering the premises, HVAC systems, and associated components during the term of this Agreement.

3.5 Risk of loss of materials and equipment furnished by Company shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

3.6 To the maximum extent permitted by applicable law, Company shall not be liable for any incidental, consequential, indirect, special, exemplary, or punitive damages, including lost profits, business interruption, loss of revenue, loss of use, loss of business opportunities, or costs arising from interruption of HVAC or mechanical system operations, regardless of the form of action or theory of liability, whether in contract, warranty, tort, negligence, strict liability, or otherwise, even if advised of the possibility of such damages. To the maximum extent permitted by applicable law, Company's total aggregate liability arising out of or relating to this Agreement or the Services from all claims and causes of action combined, shall not exceed the lesser of (a) one million dollars ($1,000,000) or (b) the total amounts actually paid to Company under this Agreement. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy, but shall not apply to the extent their application is prohibited by applicable law.

3.7 Company reserves the right to control the defense and settlement of any claim for which Company has an obligation to indemnify hereunder. The parties acknowledge that the price which Company has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability.

3.8 It is understood and agreed by and between the parties that Company is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services and are unrelated to the value of Customer's property or the property of others on Customer's premises. Property owner shall maintain fire, tornado, and other necessary insurance on the premises during the term of this Agreement.

Section 4. Customer Responsibilities.

4.1 Customer will operate and maintain all equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or authorities having jurisdiction. Such equipment shall be operated only in the specified operating environment, which shall be supplied by Customer, including without limitation:

(a) suitable electrical service, including clean, stable, properly conditioned power to all equipment;

(b) telephone lines, capacity and connectivity, as required by such equipment; and

(c) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the equipment. Failure to so operate the equipment will terminate immediately any maintenance obligation Company may have hereunder.

4.2 Customer will promptly notify Company of any unusual operating conditions system malfunctions or building changes that may affect the Equipment of any Services.

4.3 Customer will provide Company with reasonable means of access to the equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Customer will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such equipment.

4.4 Customer shall be responsible, at its sole cost, for identifying and disclosing all known or suspected hazardous, toxic, contaminated, or regulated substances and conditions at the premises, including asbestos, mold, lead, contaminated materials, and other hazardous substances, before commencement of the Services. Except for responsibilities expressly assumed by Company in writing or imposed directly upon Company by applicable law, Customer shall arrange for and pay all necessary testing, containment, remediation, removal, transportation, and disposal by appropriately qualified contractors. Company may immediately suspend Services upon discovering any actual or suspected hazardous condition and shall be entitled to an equitable adjustment of the contract price and schedule for resulting delays, additional precautions, or costs. Customer shall defend, indemnify, and hold harmless Company and its members, managers, employees, agents, and subcontractors against third-party claims, damages, liabilities, and reasonable attorneys' fees arising from hazardous materials or conditions at the premises, to the fullest extent permitted by applicable law. Nothing herein shall relieve Company of any duty imposed directly upon it by applicable environmental law.

4.5 Customer shall ensure adequate parking and access for Company vehicles and personnel. Customer shall be responsible for any parking fees, fines, or penalties incurred as a result of the unavailability of suitable parking or access while work is being performed under this Agreement.

Section 5. Limitations.

5.1 Unless otherwise expressly stated in writing, the Proposal shall remain valid for fifteen (15) calendar days from the date of issuance. Pricing is contingent upon commencement of the Services within ten (10) calendar days

following acceptance, unless otherwise expressly stated in writing by Company. If work does not commence within that period through no fault of Company, Company reserves the right to revise pricing, materials, or withdraw the Proposal without penalty or liability.

5.2 Company will not be responsible for the maintenance, repair or replacement of, or Services necessary by reason of:

(a) non-maintainable, non-replaceable or obsolete parts of the equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water, and pneumatic piping, structural supports, cooling tower fill, slats and basins, boiler tubes, chiller tubes, tube pipes and/or other piping; or

(b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, acts of God, or other reasons beyond its control. Company assumes no responsibility for any service performed on equipment other than by Company or its agents.

5.3 Company shall not be responsible for any loss, delay, injury or damage caused by circumstances beyond its reasonable control, including but not limited to acts or omissions by Customer or its agents, acts of God, natural disasters, extreme weather, fire, theft, vandalism, war, civil disturbance, acts of government or regulatory authorities, labor disputes, strikes or lockouts, pandemics or public health emergencies, delays in transportation, or shortages of fuel, labor materials, or equipment. In such cases, Company's performance shall be extended for a period equal to the duration of the delay, and Company shall not be liable for any damages resulting from such delay or failure to perform. If any event beyond Company's reasonable control materially increases the cost of performance or prevents performance for more than thirty (30) consecutive days, Company may terminate the affected Services upon written notice without liability for nonperformance, provided that Customer remains responsible for all amounts properly due for Services performed, materials ordered, and costs incurred before termination.

5.4 Company is not responsible for repairs, replacements or services to equipment due to corrosion, erosion, improper or inadequate water treatments by others, electrolytic action, chemical action or other reasons beyond its reasonable control.

5.5 Company shall not be responsible for the removal or reinstallation of replacement valves, dampers, water flow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, Company shall not be responsible for any venting or draining of systems.

5.6 Company shall not be responsible for any damage to ceilings, walls, flooring, furnishings, or other property resulting from the testing, repair, or failure of water, condensate, or refrigerant lines, drains, or piping, except to the extent directly caused by Company's gross negligence or willful misconduct. Any liability arising under this section shall remain subject to the limitations of liability, exclusions of damages, and exclusive remedies set forth in Section 3, to the maximum extent permitted by applicable law.

5.7 Company reserves the right, after inspection, to exclude any equipment found to be obsolete, unsafe, or incapable of being properly repaired or serviced. In such case, pricing will be adjusted accordingly.

5.8 The contract price is based upon material, equipment, transportation, shipping, fuel, tariff, and supplier costs reasonably anticipated by Company as of the date of the Proposal. If, after execution of this Agreement, any such costs materially increase due to circumstances beyond Company's reasonable control, including supplier price increases, tariffs, freight surcharges, fuel increases, material shortages, or supply-chain disruptions,

Company shall be entitled to an equitable adjustment of the contract price reflecting the documented increase in costs.

Company shall provide Customer with written notice of the adjustment and reasonable supporting documentation. If Customer declines to approve the adjustment, Company may suspend the affected work and exercise any termination rights available under this Agreement and applicable law.

Section 6. Termination.

6.1 Either party may terminate this Agreement for cause upon written notice specifying the default and failure to cure within seven business days after receipt of such notice.

6.2 Customer may terminate this Agreement for convenience upon ten (10) business days prior written notice. Upon such termination, Customer shall immediately pay Company for all Services performed, materials and equipment ordered or committed, noncancelable purchase obligations, subcontractor charges, reasonable demobilization and cancellation expenses, and other costs reasonably incurred in reliance upon this Agreement, together with Company's reasonable overhead and profit attributable to work performed and commitments incurred before termination. Company shall have no obligation to refund deposits except to the extent the deposits exceed amounts properly due under this Section. Upon termination, Customer shall promptly pay for all labor, materials, and costs incurred through the effective date of termination.

Section 7. Miscellaneous.

7.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior proposals, discussions, representations, and understandings concerning the Services. No amendment, modification, waiver, or Change Order shall be binding upon Company unless expressly approved in writing by Company's authorized representative. Any terms contained in Customer's purchase order, work authorization, acknowledgement, vendor portal, or other document that conflict with or supplement this Agreement are rejected and shall have no force or effect unless expressly accepted in a writing signed by Company's authorized representative. Company's commencement or continuation of Services shall not constitute acceptance of Customer's additional or conflicting terms.

7.2 This Agreement does not include the identification, testing, removal or disposal of asbestos, mold, or other hazardous substances. If such materials are encountered, Services will be suspended until Customer arranges their removal by a licensed contractor at Customer's expense.

7.3 Company will recover and handle refrigerants in compliance with all applicable environmental laws and regulations.

7.4 Customer will at all times designate a contact person with authority to make decisions for Customer regarding the Services. Customer will provide Company with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Service received from a person located at Customer's premises will be deemed authorized by Customer, and Company will, in its discretion, act accordingly.

7.5 Company will be expressly permitted to control and/or operate all equipment necessary to perform the Services.

7.6 Company will not be obligated to perform any work beyond the Scope of Work expressly identified in the Proposal. Any additional or modified work shall be subject to a written Change Order approved by Company's authorized representative and Customer's authorized representative, specifying any applicable adjustment to price or schedule. Company may suspend affected work pending agreement upon a Change Order. Customer shall not

be entitled to require additional work without corresponding compensation. No oral instruction, field direction, or course of dealing shall constitute a waiver of Company's right to payment for additional work.

7.7 If the equipment is altered or moved by any person, including Customer, other than Company or a person authorized by it, Customer shall immediately notify Company in writing, and Company reserves the right to perform a re-acceptance test on, or if necessary, a re-commissioning of, the system at Customer's expense.

7.8 Upon the occurrence of any of the following events, Company may immediately suspend or terminate the Services upon notice to Customer, without liability for resulting delays or nonperformance, to the maximum extent permitted by applicable law: (a) Customer fails to authorize a re-acceptance or re-commissioning reasonably deemed necessary by Company; (b) Customer fails to notify Company of modifications or changes to equipment; (c) Customer fails to provide notice of conditions, malfunctions or changes per Section 4.2; or (d) Customer fails to provide access as required by Section 4.3. Customer shall remain responsible for all amounts properly due under this Agreement.

7.9 This Agreement shall remain in effect until the services described herein are completed and Customer has made full payment, unless earlier terminated as provided in this Agreement. The services will be performed during the Company's normal working hours, Monday through Friday excluding holidays, unless otherwise agreed in writing. Requests for work outside normal working hours (including evenings, weekends, or holidays) will be subject to additional charges at the Company's then-current overtime or premium rates.

7.10 Customer expressly agrees and acknowledges that, in the event of any default in payment of amounts due under this Agreement, Customer shall be liable for and shall promptly reimburse Company for all attorneys' fees, court costs, and collection expenses incurred by Company in connection with the enforcement of this Agreement or the collection of any unpaid amounts, whether through demand letters, negotiations, mediation, arbitration, litigation, appeals, or any other proceedings, and whether or not formal legal action is initiated. This obligation expressly includes reimbursement of attorneys' fees and costs incurred by Company in enforcing this provision.

In addition, in any dispute, claim, or legal proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorneys' fees, expert fees, court costs, and related expenses incurred in such dispute, including any appeals. All attorneys' fees, expert fees, collection expenses, and other enforcement costs recoverable under this Section shall be recoverable to the maximum extent permitted by applicable law and shall include reasonable fees and expenses incurred in establishing entitlement to, and determining the amount of, such recovery.

7.11 This Agreement shall be governed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict-of-laws principles. All state court claims or disputes arising under this Agreement shall be litigated in Suffolk County, in the Commonwealth of Massachusetts and all federal court claims or disputes arising under this Agreement shall be litigated in the District of Massachusetts-Boston. Customer consents to personal jurisdiction and waives objections to the selected venue to the extent permitted by law. The parties knowingly and voluntarily agree to waive their respective rights to trial by jury for matters arising under this Agreement, to the extent permitted by applicable law.

7.12 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid, illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, consistent with the parties' intent.

7.13 Customer may not assign, delegate, or transfer this Agreement or any rights or obligations hereunder,

whether by operation of law or otherwise, without the prior written consent of Company. Any attempted assignment without such consent shall be null and void. Company may assign this Agreement in whole or in part, without restriction.

7.14 All provisions of this Agreement which by their nature should survive termination or expiration shall so survive, including without limitation provisions regarding payment obligations, indemnification, limitations of liability, disclaimers of warranty, attorneys' fees, and dispute resolution.

7.15 To secure payment of all amounts due under this Agreement, Customer hereby grants to Company a continuing security interest in and to all equipment, materials, and goods furnished or installed by Company under this Agreement, until Company has received full payment. Customer agrees that Company may file financing statements or take such other actions as are necessary to perfect and protect its security interest. No provision of this Agreement shall be construed as a waiver of Company's rights under M.G.L. c. 254 or other applicable law.