

Resound Energy Terms

- 1) **Payment** –
 - A Progress Payment for material procurement to Resound is due net 30 upon signing and is 50% of after-tax project cost.
 - Project Cost is the total gross project cost if the Rebate is assigned to Resound Energy or the net project cost after the rebate is subtracted from the total project cost, if the Rebate is assigned to Resound Energy.
 - Resound will not schedule project installation until initial payment is received.
 - Balance of project cost including any changes is due upon installation completion, net 30.
 - Term of all invoices is net 30 days with a 1% monthly past due interest rate on delinquent payments. Initial interest invoice will be issued at 31 days past due.
- 2) **Price Inclusions and Exclusions** – All price estimates include labor fees for the complete installation and removal of pre – existing product and material, lamp removal, and all equipment costs associated with the installation. Additional electrical work required to bring pre – existing electrical up to code or electrical required to get sufficient power to the fixtures, or other unforeseen installation discrepancies are not included in these costs.
- 3) **Contract Termination** – If the customer terminates the contract/project after execution and Resound Energy has received product to fulfill the contract the customer will pay all restocking fees with the term net 30.
- 4) **Installation Hours** - Resound Energy will install the above described fixtures and/ or lamp at times that have a limited impact on the operations of the business when possible.
- 5) **Rebate Payment** – The rebate amount is assumed to be assigned to Resound Energy unless otherwise agreed to in writing. The rebate approval amount will be guaranteed at time of utility approval. All estimates prior to that are not commitments by Resound Energy. Resound Energy inherits any increase of rebate changes after rebate approval when rebate is assigned to Resound Energy. Your electric utility needs to conduct project specific analysis to approve any rebate. This may cause the incentive estimate in this quote to change. A rebate application should be submitted to the utility in order to confirm the amount. Energy savings are based on current utility rates and the estimated average market costs and average useful product lives being replaced. Customers are responsible for verifying all annual savings estimates.
- 6) **Indemnification** – Resound Energy will be held harmless for damage from natural events, or acts of god, or any other cause beyond Resound Energy’s control. Resound Energy will be indemnified and held harmless for injuries to personnel or damage to property except those directly caused by negligence of Resound Energy employees. Resound Energy is not liable for indirect, special or consequential damages.
- 7) **Force Majeure** – Resound Energy shall not be liable for any failure of or delay in the performance of this agreement if such failure or delay is 1) beyond the reasonable control of a Resound Energy, 2) materially affects the performance of any of its obligations under this agreement, and 3) could not reasonably have been foreseen or provided against, but 4) will not be excused for failure or delay resulting from only general economic conditions or other general market effects.
- 8) **Arbitration and Mitigation** – All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Washington. An award of arbitration may be confirmed in a court of competent jurisdiction.
- 9) **Warranty** – The quoted price includes a 1-year service warranty on labor in addition to the manufacturer’s warranty on material RMA’s.
- 10) **Scope Verification** – The customer agrees to the fixture counts in the fixture summary page of the bid. Resound Energy attempts to identify all fixtures during facility walks but it is the responsibility of the customer to verify that count.
- 11) **Application Substitutes** – Resound Energy may substitute product in proposal if there is no discernable difference between fixture or lamp. Resound Energy will consider cost, wattage input, fixture/output quality, rebate incentive impact and warranty when making substitutions.
- 12) **Scope Changes** – This project cost bid is subject to change if the number of items is different during installation or a different product needs to be ordered to meet the specific needs of the facility.
 - All change orders that increase the project cost will be agreed upon in writing prior to installation and obligation.
- 13) **Lien Rights** – The suppliers of Resound Energy will issue liens rights against the physical property for which this project is intended. This is a standard practice in the real estate market and is intended to ensure that Resound Energy fulfills its commitment to pay the supplier.
- 14) **Installation Scheduling** – Resound Energy will schedule all contracted project based on market demand and if possible with desired input from the customer. Resound Energy is not liable for missed completion dates as the timing of projects is not in our control.
- 15) **Quote Expiration** – All proposals expire after 90 days of date issued listed on proposal unless signed by Resound Representative for acceptance.

Customer Signature: _____ Date: _____