**Terms and Conditions**

Gaiser Plumbing, LLC (“Gaiser”) and Customer agree that the following terms and conditions apply to all parts and services sold or provided by Gaiser Plumbing to Customer.

1. **Scope of Services; Payment**. Gaiser Plumbing agrees to provide Customer the materials and services described in the Estimate in exchange for Customer’s payment of the total amount set forth in the Estimate. If Gaiser Plumbing’s supplier(s) increase the cost of materials by more than five percent (5%) between the original date of the Estimate and the date work begins, Customer agrees to pay such increased cost despite the cost stated in the Estimate.

Gaiser Plumbing may require Customer to pay all or part of the amount due before beginning work. Otherwise, Customer agrees to pay Gaiser Plumbing immediately upon completion of the work. Customer agrees that Customer’s payment obligations are not satisfied until Gaiser Plumbing receives the entire amount due in good funds. In the event Customer fails to pay any amount due within seven (7) days after the due date, Gaiser Plumbing may assess a late fee equal to five percent (5%) of the amount due and such amounts shall accrue interest at the rate of twelve percent (12%) per annum until paid in full.

1. **Delay in Delivery / Installation / Risk of Loss**. Gaiser Plumbing agrees to exercise its best efforts to perform the work on the date set forth in the Estimate. However, the date set forth in the Estimate is not a definite completion date and time is not of the essence. Gaiser Plumbing shall not be liable for any damage or loss sustained by Customer as a result of delay in delivery or provision of the materials or services described in the Estimate.
2. **Quality of Services**. All materials and equipment furnished by Gaiser Plumbing will be new or like new, unless the project relates to work covered by insurance and the insurer will not cover the cost of a replacement part or fixture. Customer agrees and acknowledges that insurance companies often will not cover the cost of a new replacement part or fixture if the preexisting part or fixture is not damaged beyond functionality even if partially worn or damaged. If such used replacement part or fixture later fails, Customer agrees to look solely to Customer’s insurance for relief, including but not limited to costs for the new part or fixture, labor costs to install the new part or fixture, and any damages caused to Customer’s property. Customer hereby releases Gaiser Plumbing from any and all damages of whatever nature resulting from the failure of such used replacement part or fixture.

Gaiser Plumbing will complete the services in accordance with its interpretation of the then current state and national plumbing regulations and code (collectively, the “Code”). Gaiser Plumbing agrees that the materials and services will be in good working condition upon completion; however, the city or county in which Customer lives has discretion to interpret and enforce the Code. Accordingly, there are circumstances where the inspector’s interpretation of the Code may differ from Gaiser Plumbing’s. In those circumstances, Gaiser Plumbing will perform any corrections required by the inspector with no additional charge if Gaiser Plumbing’s interpretation of the Code is clearly erroneous in Gaiser Plumbing’s reasonable discretion. If the Code is ambiguous or subject to multiple interpretations, Customer agrees to pay for the additional cost of materials and labor incurred by Gaiser Plumbing to make the corrections required by the inspector in addition to the amount due under the Estimate. The cost of labor will be based on Gaiser Plumbing’s then current hourly rates.

1. **Limited Warranty.** Gaiser Plumbing warrants that the services and workmanship performed under the Estimate will be free from material defects for a period of one (1) year from the date of completion of the work (the "Warranty Period"). This warranty applies solely to the specific plumbing work performed and does not extend to any materials, products, or components supplied by Customer or third parties. Customer agrees to inspect Gaiser Plumbing’s services upon completion. Customer must promptly provide Gaiser Plumbing written notice of any defect in the service provided by Gaiser Plumbing within forty-eight (48) hours of discovery. The notice shall include a description of the defect, the location of the work, and any relevant information that may assist Gaiser Plumbing in evaluating the claim. Upon receipt of the notice, Gaiser Plumbing may arrange for an inspection and, if applicable, schedule the repair or replacement work at Gaiser Plumbing’s convenience, consistent with the following.

In the event that Customer identifies any defects in the workmanship covered by this warranty within the Warranty Period, the sole and exclusive remedy of the Client shall be limited to Gaiser Plumbing, at its discretion, either repairing or replacing the defective work or materials. Gaiser Plumbing shall not be liable for any direct, indirect, incidental, or consequential damages arising out of or in connection with the defective work, including but not limited to damages for personal injury, property damage, lost profits, or business interruption. Gaiser Plumbing’s liability under this warranty is strictly limited to the cost of repairing or replacing the defective plumbing work or materials, as determined by Gaiser Plumbing. Under no circumstances shall Gaiser Plumbing be liable for any additional costs, including but not limited to costs for removal, replacement, or reinstallation of other parts of the plumbing system not directly affected by the defect. This warranty is non-transferable and is only applicable to the original Customer and the specific property where the plumbing work was performed. The warranty does not apply to any subsequent owners or tenants of the property.

In any event, this warranty does not cover (i) defects or failures resulting from misuse, neglect, accident, or alteration of the plumbing work by Customer or any third party; (ii) damage caused by external factors, including but not limited to natural disasters, floods, or fire, (iii) normal wear and tear, or deterioration caused by aging, corrosion, or exposure to the elements, or (iv) any damage resulting from a failure of products or materials not provided or installed by Gaiser Plumbing.

1. **Disclaimer of Liability**. Under no circumstances shall Gaiser Plumbing be liable to Customer for: (i) any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property, and (ii) damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages (including but not limited to; the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings, internal and external walls where pipe work is/has to be routed and other damages as a result.
2. **No Warranties**. Except as expressly set forth herein, Gaiser Plumbing makes no representations or warranties for the work. Gaiser Plumbing expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.
3. **Security Interest**. To secure Customer’s obligations, Customer grants Gaiser Plumbing a security interest in the materials and equipment installed by Gaiser Plumbing, and Gaiser Plumbing is authorized to file a financing statement.
4. **Lien Law**. By signing the Estimate, Customer acknowledges that Gaiser Plumbing is furnishing labor and materials to Customer and has the right to enforce its claim for payment against Customer’s property by filing a lien pursuant to RCW 60.04 without sending prior notice to Customer. Customer acknowledges that Gaiser Plumbing has provided Customer all notice required under RCW 60.04 and that Customer is specifically aware of Gaiser Plumbing’s right to file a lien against the Customer’s property to collect payment.
5. **Default**. If client fails to perform or observe any term of the Estimate or these terms and conditions, Gaiser Plumbing may suspend its services, or terminate the Estimate and repossess any materials not already affixed to Customer’s real property.
6. **Governing Law and Attorney Fees.** Customer agrees that jurisdiction and venue concerning any disputes not settled by mediation or arbitration and arising out of this Agreement shall be proper in the County where Customer’s property is located. The Estimate and these terms and conditions shall be construed in accordance with and governed by the laws of the state where Customer’s property is located. In the event the Estimate and theses terms and conditions are placed in the hands of an attorney to enforce their terms, including any materialman’s lien action, the prevailing party shall be entitled to recover its costs and reasonable attorney fees, regardless of whether or not a legal action was initiated.
7. **Severability**. If any part, clause, or condition of this Agreement or Estimate is held to be invalid or unenforceable for any reason whatsoever, such determination shall not affect any other provision or portion hereof.
8. **Entire Agreement**. This Agreement, together with the Estimate, is final and fully integrated, and is the complete and exclusive understanding of the Customer and Gaiser Plumbing with respect to the subject matter hereof. There are no representations, warranties, or covenants not contained in this this Agreement or the Estimate. This Agreement, together with the Estimate, may not be modified or amended, except in a writing signed by both Gaiser Plumbing and Customer.