

**1. Definitions.** For purposes of these Terms and Conditions (the “T&Cs”), the following definitions apply: “Contractor” means Hughes Electrical Contractors, Inc., and its successors and assigns; “Customer” means any person or entity requesting Goods or Services from Contractor and named as the customer/client on Contractor’s work quote, invoice or other document; “Services” means all work done by Contractor for Customer, including any installation, repair and maintenance services; and “Goods” means all goods Contractor sells to Customer.

**2. Incorporation of Terms and Conditions.** These T&Cs apply to all Services and Goods provided to Customer, and Contractor’s offer to provide such Goods and Services is expressly limited to acceptance in accordance with these T&Cs. Contractor objects to any additional or different terms proposed by Customer in any work request, acknowledgment or other document, and any such terms will be deemed to be material alterations, rejected and void. No course of conduct or trade will imply any agreement or terms that are not expressly set forth in these T&Cs.

**3. Acceptance.** Unless Contractor provides Customer a written quotation (“Quote”) with specific rates and pricing, all Services are provided on a time and materials basis using Contractor’s standard rates and pricing in effect at the time the Services are provided. Quotes are valid for thirty (30) days. Customer will be deemed to accept a Quote by expressing acceptance, including through email, or by allowing Contractor to commence any work. Any changes to the Goods, Services and pricing set out in a Quote must be in writing signed by Contractor. Contractor shall not be liable for any unforeseen circumstances, including latent conditions or work by other contractors. Customer expressly acknowledges and agrees unforeseen or undisclosed circumstances may increase the price of the Services.

**4. Payment.** Customer must pay invoices within thirty (30) days of the date of the invoice. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by Customer hereunder. All overdue balances are subject to monthly interest of one and one-half percent (1.5%), calculated daily and compounded monthly, but in no event more than the maximum amount allowed by law.

**5. Limited Warranty.** Contractor warrants the Services will be completed a timely and workmanlike manner in accordance with generally recognized industry standards for similar services, and will be free from defects in materials and workmanship for a period of one (1) year from the date the Services were performed (the “Warranty Period”). If Contractor provides Goods in the performance of Services, Contractor will assign to Customer any manufacturer’s warranties, if assignable. Contractor’s obligation for defective workmanship or any damage caused thereby, and Customer’s exclusive remedy, shall be limited, at Contractor’s option (exercisable in its sole discretion), to the replacement of any defective workmanship or the refund of amounts paid by Customer for said Service. Customer’s right to this Limited Warranty is expressly conditioned on Contractor receiving written notice by no later than thirty (30) days after expiration of the Warranty Period with a detailed description of the defect and the date the defect arose or was discovered. This Limited Warranty is not transferable. This Limited Warranty does not apply to the following: (A) normal deterioration, wear and tear; (B) any defects in any equipment or parts that Contractor did not repair; and (C) work performed by anyone other than Contractor.

**OTHER THAN THE EXPRESS LIMITED WARRANTIES CONTAINED HEREIN, CONTRACTOR PROVIDES ALL GOODS AND PERFORMS ALL SERVICES ON AN “AS IS” BASIS. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**6. Limitation of Liability. CONTRACTOR SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE**

**DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE. CONTRACTOR’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO CONTRACTOR IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE CUSTOMER NOTIFIES CONTRACTOR IN WRITING OF THE CLAIM.**

**8. Force Majeure.** Contractor will not be liable for any failure or delay in performing any Services due to any cause beyond its reasonable control, including without limitation, acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, strikes, fire, explosion, lack of availability of materials.

**9. Independent Contractor.** Contractor is an independent contractor. In no event shall Contractor and Customer’s relationship be construed as establishing a partnership, franchise, joint venture, or agency; or shall Contractor be liable for Customer’s debts or obligations.

**10. Assignment.** Customer may not assign or delegate any of its rights, interests, or duties under any Quote or these T&Cs. These T&Cs do not confer on any person any right, remedy, or claim, other than as expressly stated herein.

**11. Waiver.** No waiver of any of these T&Cs is effective against Contractor unless in writing and signed by Contractor. Waiver of any breach will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**12. Governing Law.** These T&Cs are governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

**13. Venue.** Any action or proceeding seeking to interpret or enforce any of these T&Cs or related to any Services or Goods provided by Contractor to Customer (“Action”), must be brought in Washington County Circuit Court of the State of Oregon or the U.S. District Court for the District of Oregon, and Customer and Contractor consent to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any Action and waives any objection to such venue.

**14. Waiver of Jury Trial. CONTRACTOR AND CUSTOMER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION.**

**15. Notices.** All notices under these T&Cs must be in writing and delivered personally, sent by email (with receipt confirmation), mailed by certified mail postage pre-paid, or delivered by an overnight delivery service to Contractor at the address on its Quote, and to Customer at the address on any Quote or acceptance of a Quote (or at such other address as either may designate by notice under this section). Any notice will be deemed to be given: (A) on the date of personal delivery; (B) on the expiration of the third day after the date of deposit in the U.S. mail; (C) on the date of confirmation of receipt if sent by email; or (D) on the date of confirmed delivery by overnight delivery service.

**15. Attorney Fees.** In any Action, the prevailing party shall be entitled to recover its attorney’s fees and all costs of litigation, including without limitation expert witness and research expenses, actually incurred, including in any appeal or in any bankruptcy proceeding.

**16. Entire Agreement.** Customer has not, will not, and may not, rely on any oral representations or promises made by Contractor. These T&Cs (including the documents referred to in these T&Cs) constitutes the entire agreement and understanding of Contractor and Customer with respect to the subject matter of these T&Cs and any Services or Goods Contractor provides to Customer, and supersedes all prior understandings and agreements, whether written or oral, with respect to such subject matter.