

## TERMS AND CONDITIONS

### 1. Scope of Agreement.

This Agreement defines the legal obligations between us with respect to you providing service for our customers. Before you can do business with us you must agree to our Terms and Conditions, provide a Certificate of Insurance (COI), submit an IRS Form W-9 and be approved by us.

### 2. Service Requirements.

We expect quick, efficient, courteous service. Proper conduct and professionalism must be maintained at all times. Foul language, alcohol and drugs are prohibited. You must follow all local, state and federal guidelines, applicable laws, building codes, regulations, licensing requirements and material installation standards.

#### Emergencies/Non Emergencies/Estimates

- a. Respond to Emergencies in the same day. Handle an Emergency as a priority and be on site immediately, but not later than 4 hours of the request.
- b. Respond to Non-Emergency service within 24 hours.
- c. Respond to a request for an Estimate within 24 hours and provide the Estimate within 48 hours.
- d. If you cannot provide service within these time frames you should not accept the work.

#### Responding To Service

- a. When you receive a work order you must contact us with the service schedule date and time. We will advise the store.
- b. Follow **Interactive Voice Response (IVR)** instructions when responding to a service call. This is important to ensure accurate and timely billing to the customer.
- c. If the job will go over the Not to Exceed (NTE) amount you must contact us for approval. Do not go over the NTE without prior authorization from us. There must be proper corporate approval to get paid.
- d. When the job is completed have the store manager sign and stamp the work order with the store seal. If the store stamp is not available have the store manager sign and note on the work order- No Stamp Available.
- e. Never discuss price or payment with the store manager or employees and never leave invoices or copies with anyone.
- f. When the job is completed contact us with the details including the final cost. This is your first step toward getting paid.
- g. Failure to use the IVR or obtain a signed or stamped work order may result in nonpayment of your charges.

#### Invoicing

- a. Return the completed work order, along with your invoice to us within 24 hours of completion of service. Documents must be faxed to 401-353-8070 or emailed to [documents@glassamericacs.com](mailto:documents@glassamericacs.com).
- b. Invoices must reference our work order number and include an itemization of sales tax, materials, labor, number of workman and time for each workman. Invoices that do not comply with this format or that exceed the NTE will be rejected for payment.
- c. Invoices that are received after 30 days of completion of services will not be paid without our written approval.
- d. Any invoice over the amount of \$ 125.00 is subject to a \$9.00 processing fee to be subtracted at time of remittance.

### **Payment**

- a. You will be paid by standard US Mail, postage prepaid, 45 days from the submission of a timely undisputed invoice unless we have agreed on a different period for payment.
- b. We reserve the right to deduct, set off or withhold payments due and owing you if you are in violation of any provision of this Agreement or the Work Order.
- e. The provisions contained in this Agreement and in the Work Order take precedence over any and all terms, provisions, proposals, estimates, quotes, bills, invoices and contracts submitted by you to us, at any time, relating to any current or future work. We will not be legally responsible for any interest, penalty, charge, cost, fee, including attorneys fees, associated with the collection of any amount owed or allegedly owed to you by us.
- f. Payment with respect to your services is dependent upon our receiving payment from our customer. In the event that our customer fails to make a payment to us for your services, we reserve the right to withhold payment to you. We will make a good faith effort to collect from our customer. During this time you agree not to pursue any collection activities, file a mechanics, materialmans or other lien against us or our customer.

### **3. Independent Contractor.**

You are an independent contractor and not our agent, partner or employee. You do not have the authority to contractually bind us and you will not represent that you have such authority. Your employees and independent contractors are at all times during this Agreement your employees and independent contractors.

### **4. Indemnification.**

You will protect, defend, indemnify and hold us harmless including our directors, officers, employees, agents, contractors, and successors and assigns, from and against, any and all claims, actions, including those in strict liability, costs, and expenses, including attorneys fees, that arise from any actual or alleged injury or death of any person or damage to any property, that result or claim to result, arise out of or relate to:

- a. this Agreement for your negligent act or omission, willful misconduct, other fault of any nature, or that of your employees, agents, servants or subcontractors;
- b. your violation of any laws, including but not limited to antidumping, environmental and antitrust laws;
- c. any state or federal tax or duty, assessed against us, that is not charged to us or paid by you.

## **5. Confidential Information.**

You will from time to time possess Confidential Information that has been created, discovered, developed or provided to you on our behalf. This information has commercial value in our business and is not in the public domain. As used herein *Confidential Information* means all information whether oral, observed or written, that is marked or treated as confidential, restricted or proprietary by us, including but not limited to customer information, pricing information, product information, employee information, information regarding business planning and operations and administrative, financial and marketing activities. You will protect Confidential Information with the same degree of care that you use in protecting your own Confidential Information, but not less than reasonable care. You will not, without our prior written consent, use or disclose any Confidential Information to any person except your authorized employees.

## **6. Insurance Requirements.**

During the term of this agreement, you must, at your expense, carry and maintain:

- a. Comprehensive General Liability Insurance (Bodily Injury and Property Damage) with a minimum of \$1 million for each occurrence and \$2 million for general aggregate.
- b. Workers Compensation and Employers Liability Insurance meeting minimum statutory requirements of at least \$100,000/\$500,000/\$100,000.
- c. Automobile Liability Insurance with a minimum of \$1 million in bodily injury for each person, \$1 million for each occurrence and \$1 million in property damage for each occurrence.
- d. Excess Umbrella Liability Insurance coverage at a minimum of \$1 million combined single limit for each occurrence of bodily injury and property damage.

The policy must be underwritten by an insurance company that carries an A or better rating from A.M. Best. Each policy (except Worker's Compensation) must provide that:

- a. Uncle Sam's Glass & Door, Inc. d/b/a Commercial Solutions, Inc. be named as an additional insured;
- b. at least 30 days prior written Notice will be given to us in the event of any alteration, cancellation or non-renewal of the policy;
- c. the insurance (except Worker's Compensation) must be primary and non-contributory, and
- d. There is a Waiver of Subrogation in favor of Uncle Sam's Glass & Door, Inc. d/b/a Commercial Solutions, Inc.

**If you intend on doing work for Sears and Kmart the following additional language must appear on the Certificate:**

Uncle Sam's Glass & Door, Inc d/b/a Commercial Solutions, Inc., Sears, SLS, Kmart, SHMC, And other Indemnitees are included as General Liability additional insured's on a primary & non-contributory basis. A waiver of subrogation shall apply.

Prior to this Agreement becoming effective and during the term of this Agreement on a renewal basis, you must provide one or more Certificates of Insurance evidencing the coverage's required by this Agreement. You must immediately notify us of any limits imposed on your coverage or if you are unable to comply with this provision. We reserve the right if necessary to modify the insurance requirements.

#### **7. Non-Solicitation.**

During the term of this Agreement, and for 2 years following your termination of services, you will not or any person on your behalf will not, hire, solicit, encourage, entice or divert away, any person or entity who is our customer, client and or account.

#### **8. Term and Termination.**

The term of this Agreement begins on the date that we accept it. It continues until terminated by written notice not less than thirty (30) days prior to the intended date of termination. Unless the termination is for reasons of material breach, termination of this Agreement by you or by us, will not be effective with respect to any work in progress, until such work is completed or is terminated by us in writing. We reserve the right to terminate any work upon written notice at any time.

#### **9. Notice.**

Any notice pursuant to this Agreement must be in writing, sent to us at 21 Industrial Drive, Smithfield, RI 02917 and to you at the contacts designated on the Application. Notice must be given by first class mail, overnight mail, or electronic mail. Notice given by first class mail is effective three business days after mailing; by overnight delivery service on the next day and by electronic mail when acknowledged as received.

#### **10. Successors and Assigns.**

The covenants, agreements, terms, provisions and conditions of this Agreement, bind and benefit your and our respective successors and assigns and legal representatives.

#### **11. Governing Law.**

This Agreement will be enforceable and construed according to the laws of the State of Rhode Island.

#### **12. Severability.**

Any provision of this Agreement held by a court of competent jurisdiction to be invalid, void or illegal, will in no way affect, impair or invalidate the remaining provisions and this Agreement will remain in full force and effect.

#### **13. Entire Agreement.**

This Agreement is the entire understanding between us. No amendment, modification or alteration of the terms of this Agreement will be binding unless it is in writing and dated subsequent to the date of this Agreement and properly signed. Time is expressly declared to be of the essence in this Agreement.