



Fire Suppression Services Incorporated  
3802 South 2300 East, Millcreek, UT 84109.  
Ph (801) 277-6464 Fax (801) 278-2199 Toll Free (800)

## Terms & Conditions

Divisions-10, 21, 28

FS-Pricing

**To:** Owner/Architect/General Contractor

### Terms & Conditions

These Conditions supersede, cancels and withdraws all previous Terms & Conditions

### Our Work Excludes

1. Painting of pipe-work or associated fittings.
  - You may paint Standpipes, risers, branches & mains etc. Do not paint sprinkler heads.
  - We Core Drill. This may mess wall surfaces. You should have Final Painting in Painters Scope.
  - It is not Fire Suppression Services responsibility to paint surfaces, and at no time will we be liable for damage to surfaces.
2. All work associated with sheetrock, brick work & wood working is excluded.
  - We may have to cut holes; other divisions need to have repair in their Scope.

### Additional Charges

These Terms & Conditions are part of this pricing/document see Addenda below regarding Bonds.

### Notes to Owner/Architect

#### Communications:

Owner, General or Client is to supply one only Point-of-Contact email address for document/invoice delivery. FSS will send emails to that address only. It will be your responsibility to manage your internal distribution. **Fire Suppression Services Inc.** reserves the right to communicate, at any & all times, with the Owner of the property.

#### Other notes:

Owner is to supply, at Owners expense, Quality 110-125 AC site power to FSS site work space, in accordance with local Code in readiness for site fitters/technicians at FSS Mobilization, through to our Demobilizations. (For AWP charging and Rigid™ Thread cutters, lights etc)

Owner is to be aware that many jurisdictions require Knox boxes, & locked FDC caps. Additional charges apply, at the AHJ.

Owner must ensure Gas-Tight integrity of any Clean Agent (data/pbx) room. Many jurisdictions require Design, Submit Permit & Reporting Fees to AHJ with attendant fees; those are additional charges to you.

### Addenda

**These addenda are our TERMS & CONDITIONS and are incorporated into the Proposal in its entirety.**

#### BILLING & PAYMENT

Construction Progress Payment Requests for Payment (billing) will be submitted per AIA docs "G702 Application for Progress Payment" using the AIA G703 "Continuation Sheet" "Schedule of Values". The Progress Payment you make is part of an Invoice that represents the full amount of the Contract.

We use ONE Master Invoice number for the project. Your payments are progress payments against this invoice.

If we issue YOU this Invoice and not the Request for Progress Payment, then: ALL invoiced amounts (the full Contract Amount), on this invoice will be **Net 45**, no exception. FSS will register the job with the Utah State Construction Service and will at all times preserve its lien rights. Property Owner will be notified and a lien placed on the property if amounts due are unpaid after 30 days from the application for payment date.

#### BOND (ADDITIONAL CHARGE)

If requested, **Fire Suppression Services Inc.** shall furnish Bonds in the form requested by you, the 'Owner', covering the faithful performance of the Agreement, and the payment of all obligations arising there under. These may be in the form of 100% Performance, 100% Labor and Material Payment, and Lien Bonds.

The FULL cost of providing such Bond/s for you, the Owner and/or his Agent/Contractor shall be paid by you, the Owner/Agent/Contractor or whosoever may require **Fire Suppression Services Inc.** to furnish said Bond/s, and is an additional cost/amount, and IS NOT included in this bid.

Any and all payments required by **Fire Suppression Services Inc.** for the above shall be shown on any Invoice or Breakout Sheet (e.g.: AIA-G703) as a SEPARATE item list and shall NOT be subject to any "retainage".

This Subcontractor shall be reimbursed, without any retainage, for the cost of any required performance or payment bonds simultaneously with the FIRST progress payment.

#### CHANGES, CCO & PCO

All fire sprinkler nozzles and/or pipe-work AND All Hood Systems and their Suppression devices AND: All Chemical Suppression Systems AND Portable Extinguishers AND: All Alarm Systems, will be installed as per approved Plans; Any change or deviations from said Plans will not be done without approved Change Order/s with attendant cost adjustments.



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### CONTRACT

Seller objects to modifications and additions to any of the terms of this document, irrespective of the wording of the Purchasers acceptance, or other Purchaser Forms, Purchasers Contract, other Documents or hand written annotations on this Document. This document in its entirety is to be incorporated into 'The Contract' with you.

### FREIGHT

All goods that attract freight are FOB Origin FC.

### LABOR

Labor is calculated at a regular day rate and will be performed during business hours. (08:00-16:30) or (07:00-15:30) Hours outside these, or weekends are additional charge to you at time and one half, without exception & must be approved via CO, before worked. Verbal approval is not acceptable.

### MOBILIZATION-DEMOBILIZATION-REMOBILIZATION

If Fire Suppression Services Inc. or its subcontractors have to suspend work, for any reason, and have to demobilize before completion, then we are entitled to recover our demobilization costs from you; and, if **Fire Suppression Services Inc.** and/or its subcontractors have to remobilize we are entitled to recover the remobilization costs from you.

### PERMIT, DESIGNS and SUBMITTALS

Any and all payments required by **Fire Suppression Service Inc.** for Permit, Designs & Submittals shall be shown on any Invoice/ Breakout Sheet (e.g.: AIA-G703) as a SEPARATE item list and shall NOT be subject to any "retainage".

### Prices & Taxes

If Seller is required to pay any taxes or other fees relating to the services to be performed or to the production, sale or transportation of goods, Purchaser will reimburse the Seller for any such taxes or fees. Portable Fire Extinguishers attract Utah Sales Tax.

**You agree to pay all outstanding Statement amounts, and all interest, attorney's fees and collection costs.**

### Right of Way

Fire Suppression Services requires first right of way; this means that Fire Suppression Sprinkler Technician/Fitters "must be First & High".

### Tamper

Tampering or Adjusting or Working on Fire Suppression installed and tagged Systems by anyone other than Fire Suppressions Authorized personnel or Certified /Authorized / Licensed Fire Protection Service Personnel not only jeopardizes the safe and correct operation of the equipment; it voids the tags on said System, voids all **FSS** Warrantees, and it is highly likely it will affect your Insurance.

Unless your maintenance department personnel are so authorized, it is advisable to leave the System equipment maintenance and servicing to Certified Personnel.

### Asbestos Notice:

**FIRE SUPPRESSION SERVICES Inc. IS NEITHER FORMALLY LICENSED IN THE REMOVAL OF, NOR THE ANALYSIS OF ASBESTOS. OUR COMPANY WILL THEREFORE NOT NORMALLY DEAL WITH ALL ASBESTOS RELATED INCIDENTS IN A PRACTICAL SENSE ON BEHALF OF OUR CLIENTS. WHEN THE PRESENCE OF ASBESTOS IS SUSPECTED WE WILL STOP WORK AND APPOINT COMPETENT AND ACCREDITED SUB CONTRACTORS ON A SITE-SPECIFIC BASIS TO CARRY OUT ANY REMOVALS OR TEST**

### Attorneys Fees

In the event that either party brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of this Agreement, or any other action arising out of or related to this Agreement or the transactions contemplated hereby, the prevailing party in any such action will be entitled to an award of reasonable attorneys' fees, expenses and costs (including, without limitations, expert fees) incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

**You agree to pay all outstanding Statement amounts, and all interest, attorney's fees and collection costs.**

2018-10-20