

DELAWARE REAL ESTATE ANSWERS, LLC

GENERAL TERMS & CONDITIONS

The general terms and conditions set forth herein are the General Provisions ("General Provisions") for the performance of all services ("Work") provided by DELAWARE REAL ESTATE ANSWERS, LLC, a Delaware limited liability company, its contractors, subcontractors and suppliers (collectively "CONTRACTOR") to the undersigned client ("Client"). These General Provisions shall provide the terms and conditions for all Work performed by CONTRACTOR to the Client under any proposal, request, agreement and/or work order, and these General Provisions along with such proposal, request, agreement and/or work order shall be a final, entire, complete and binding agreement between CONTRACTOR and Client and these General Provisions are incorporated into any proposal, request, agreement and/or work order. To the extent these General Provisions are inconsistent or contradictory with any proposal, request, agreement and/or work order, the terms of these General Provisions shall govern and take precedence.

Work shall include any written, verbal or electronic proposal, request, agreement, work order and/or other communication from the Client, an authorized employee of Client, or representative of the Client to CONTRACTOR to perform services, said proposal, request, agreement, work order and/or other communication being collectively a "Work Order".

1. **Proposal.** CONTRACTOR may provide from time to time a written scope of services ("Proposal") which describe the intended services to be performed by CONTRACTOR, said services to be Work hereunder. If, upon submission of the Proposal to Client, Client fails to return a fully executed copy of the Proposal to CONTRACTOR, and Client knowingly allows CONTRACTOR to proceed with the Work, such Proposal shall be deemed an agreement and be binding upon the same conditions as if fully executed. Upon the commencement of Work by CONTRACTOR, the Proposal shall become a Work Order hereunder.

2. **Conduct of the Work.** Upon commencing Work, CONTRACTOR will perform necessary remodeling and repair services (e.g., remove drywall and appliances, install flooring, install appliances, install drywall, general carpentry, etc.) provided under the Work Order for the Work. CONTRACTOR does not warrant and/or represent that such Work shall be covered by any existing, present and/or future warranty. CONTRACTOR is not responsible for submitting any documentation to have the Work covered by a warranty, and the Client is responsible for paying CONTRACTOR regardless of a warranty claim and/or demand. Some materials may be made from natural resources and/or products (e.g., tile, granite, wood, etc.) and/or the result of the application of finishes to natural resources and/or products (e.g., stain applied to wood cabinets)(collectively, "natural product"). As a natural product, they are prone to variations in color, pattern, grain and density. CONTRACTOR disclaims any and all warranties, expressed or implied, of merchantability, fitness or otherwise for the services, workmanship, materials (including natural products), products and parts provided by CONTRACTOR. CONTRACTOR shall not be liable for any delay, including delay attributable to labor disputes, force majeure, substantial modification of the scope of services, warranty claims and/or demands, or any cause beyond CONTRACTOR'S control.

3. **Limitation on Damages.** Client hereby agrees that, to the fullest extent permitted by law, CONTRACTOR'S maximum liability to Client for any and all demands, claims, actions, damages, losses, or expenses arising out of or in any way related to the Work performed under any Work Order shall not exceed the lesser amount of: (1) the amount of any insurance coverage available to satisfy any claim against CONTRACTOR within the scope of any such coverage in existence at the time that the claim is resolved by way of settlement, award, or judgment (exclusive of any required deductible); or (2) the total fees paid to CONTRACTOR for the Work at issue. Client further agrees that in no event shall CONTRACTOR be liable for any demands, claims, damages, losses, or expenses of any nature (including costs relating thereto) unless such demands, claims, damages, losses or expenses are the direct result of CONTRACTOR'S grossly negligent performance of the Work and, if any such liability shall arise, the liability shall be in apportioned between any and all liable parties. Client agrees that CONTRACTOR shall not be liable or responsible for special, incidental or consequential damages for any Work and/or for any action or activity under the Work Order and agrees not to seek or claim any such damages from CONTRACTOR

4. **Payments.** Invoices submitted by CONTRACTOR to Client are due and payable in full upon presentation and payment shall not be contingent upon receipt of funds from third parties (e.g., a warranty claim). If any invoice remains unpaid for more than five (5) business days from the date of the invoice, a service charge of one and one half percent (1-1/2%) per month, eighteen percent (18%) per annum, shall be assessed on all unpaid amounts

dating from the date of the invoice. An invoice shall be considered as correct, conclusive and binding unless Client gives CONTRACTOR written notice of any question or challenge thereto, containing detailed and specific information regarding any such question or challenge, within five (5) business days of the date of such invoice. Failure to render full payment within five (5) business days shall be deemed substantial non-compliance and CONTRACTOR at its option, may undertake any or all of the following remedies: (1) stop all work; (2) assert a lien on the subject property pursuant to applicable law; (3) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (4) undertake any other remedies accorded it by law, at equity, any written Work Order or these General Provisions. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions. Client agrees to indemnify and hold CONTRACTOR harmless from any fees and expenses incurred by CONTRACTOR arising out of or related to these General Provisions, the Work and/or the Work Order, including, but not limited to, the cost of personnel time (at the regular hourly rate billed to third parties), court costs, litigation expenses and reasonable attorney's fees. CONTRACTOR has and reserves all rights to assert and file any lien or claim provided for by law in the event any payment due to CONTRACTOR is not timely and fully made, including without limitation a mechanic's lien. Client waives any rights or privileges it has under 25 Del. C. §2703 (Mechanics' Lien Law of Delaware) and agrees not to avail itself of any legal defense based on such section. If the Client is not the owner of the equipment and/or premises upon which Work was completed, the payment due to CONTRACTOR is not conditioned upon the Client receiving payment from the owner (e.g., if the Client is a contractor then payment by Client to CONTRACTOR is not conditioned upon payment to Client by the owner of the equipment and/or premises).

5. **Time Limitation.** Any applicable statute of limitations or repose will begin to run, and any cause of action will have accrued, not later than the date of the final invoice sent to Client by CONTRACTOR. In no event shall Client be permitted to make any claim against CONTRACTOR, after one (1) year from the date of substantial completion of the project, the date of last invoice sent to Client, or the date of the final payment to CONTRACTOR, whichever event occurs earliest (referred to as the date of repose), whether the basis of any claim is known or discovered before or after that date of repose.

6. **Non-Alteration to Terms - Waiver of Right.** These General Provisions and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by CONTRACTOR and Client. The failure of CONTRACTOR to enforce or act upon any right afforded it by these General Provisions and any Work Order shall not be deemed a waiver of such right for future acts of a similar nature. If any term or part thereof is held to be invalid by a Court of competent jurisdiction, that term or part thereof shall be deemed deleted and the remainder of these General Provisions and any Work Order shall continue in full force and effect and be binding upon the parties.

7. **Third Party Beneficiary.** The Client and CONTRACTOR agree that the services performed by CONTRACTOR pursuant to these General Provisions and any Work Order are for the sole benefit of the Client and are not intended by either the Client or CONTRACTOR to benefit any other person or entity.

8. **Employees and Contractors of Contractor:** Client shall not solicit, employee and/or otherwise pay compensation to the employees, contractors, subcontractors and suppliers of Contractor.

9. **Controlling Law.** These General Provisions and any Work Order is to be governed by the law of the State of Delaware.

IN WITNESS WHEREOF, the Parties hereto have caused these General Provisions to be signed by a duly authorized representative effective as of the date indicated above.

DELAWARE REAL ESTATE ANSWERS, LLC:

by _____

Client

by _____
Signature

Printed Name Date: _____