USA SUPREME SERVICES LLC IS OUR RETAIL STORE & USED FOR ADVERTISING PURPOSES ONLY! USA SUPREME AIR LLC & USA SUPREME COMNSTRUCTION LLC ARE THEIR OWN ENTITIES & ALL SERVICES PROVIDED WILL BE ASSIGNED TO THE ENTITY THAT IS LICENSED OR RESPONSIBLE FOR THE WORK REQUESTED. EACH ENTITY CARRIES ITS OWN INSURANCE & LICENSES (IF APPLICABLE). THE WORK CATEGORIES ARE BROKEN DOWN BELOW ON WHICH TERMS & CONDITIONS APPLY TO YOUR SERVICE REQUEST. PLEASE SEE BELOW THE TERMS & CONDITIONS FOR EACH ENTITY.

TERMS & CONDITIONS OF AGREEMENT FOR USA SUPREME AIR LLC CONTRACTS (All Air Duct, Insulation, and Dryer Vent Services)

<u>USA SUPREME AIR LLC OBLIGATIONS:</u> USA Supreme Air LLC (hereinafter referred to as "Company") shall provide the service described on the Invoice provided to the customer (hereinafter referred to as "Agreement") consistent with Company's standard practices & in accordance with set forth below.

EXECUTION OF THE WORK & HIDDEN CONDITIONS: The company shall furnish all labor, material, services, tools, equipment, and fixtures necessary to perform & complete in a good & workmanlike manner the work described in the Agreement. All Work shall be done in accordance with, all laws, ordinances, building codes, rules & regulations applying to the work. Contractor shall have control over, & be solely responsible for, all means, methods & sequences for performing the work. The customer understands that the Company may hire sub-contractors to complete work that requires a license that the Company does not carry. The customer understands that all sub-contractors are covered by the Company's insurance as well as the sub-contractor having their own insurance. Customer understands & agrees that any services performed may not totally clean or remove all contaminants, odors, and damages in all areas, even after diligent & reasonable efforts from the Company, & Customer agrees to not such guarantees, warranties, or representations as to results or levels of decontamination, cleanliness or restoration are made by the Company except as stated in writing in this Agreement. The customer acknowledges that new materials used in restoration may not precisely match the existing texture, type, material, or color. Prior to Company's arrival, the Customer shall notify Company of any preexisting or damaged conditions & shall remove valuables & breakable items from the area where services may be performed, & Customer shall be responsible for any loss or damage resulting therefrom.

SCHEDULE: Work shall be commenced & completed within the time frames set forth in the Agreement. Time is of the essence. COVERAGE: Coverage is only for the repairs of equipment sold & installed by the Company as described in the original work invoice (installed & used in accordance with the Manufacturer's specifications in residential homes ONLY). If the covered manufactured equipment or internal functioning parts fail due to mechanical or electrical breakdown during the warranty period, Company will perform repairs, &, if necessary, furnish an applicable replacement part of like kind & comparable model, subject to the terms & conditions of the warranty in the agreement & manufacturer's warranty for parts. The warranty provided by Company does not cover repairs to equipment owned by the Customer before the installation or equipment by Company. The company is not responsible for any failures due to manufacturing defects. The company does not guarantee that the material or workmanship of equipment supplied by the manufacturer is free of defects.

<u>TRANSFER:</u> The warranty covers the owner of the owner-occupied residence as of the effective date above & his/her spouse. The agreement is good only for the original customer at the residence at which the equipment is originally installed. The agreement is NOT transferable to any other owner or any other location without the written consent of the Company.

WARRANTIES & LIMITATIONS OF DAMAGES: The company warrants to Customer (& to no other person or entity) that all work will be completed in a good & workmanlike manner in accordance with the Company's standard practices. In the event of any defect in the services provided by the Company, Customer's exclusive remedy shall be (i) correction of same reservice, retreatment, adjustment, or repair; or at Company's option (ii) refund of all sums paid on the portion of the work which is not as warranted. THIS IS A LIMITED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DENIED BY THE COMPANY AND WAIVED BY THE CUSTOMER. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER UNDER ANY THEORY FOR ANY ANTICIPATED OR LOST PROFITS OR ANY INCIDENTAL OR CONSEQUENTIAL LOSS, ANY COMPANY'S MAXIMUM LIABILITY TO THE CUSTOMER FOR ANY LOSS OR DAMAGE ARISING FROM THE SERVICES RENDERED BY THE COMPANY SHALL NOT EXCEED THE AMOUNT OF THE CONTRACT PRICE PAID BY CUSTOMER FOR THE SERVICES RENDERED HEREIN.

<u>COMPANIES CERTIFICATES:</u> Upon completion of services, or any segment thereof, Customer will on request execute such instrument as Company may reasonably request acknowledging completion of the services. The customer agrees to inspect the services immediately upon completion & notify the Company's crew of any complaints before they leave. To the extent, they may validly do so, the parties agree that the services will be deemed to be fully acceptable if no notice of any defect in materials or workmanship is received by the Company in writing within 3 days of completion of services.

<u>CUSTOMER'S RESPONSIBILITY:</u> For the warranty to be valid, the customer must have all applicable equipment serviced & maintained at least once annually by the Company plus repairs completed as recommended. Customers must keep maintenance records validated by the Company or keep receipts showing dates & services performed.

NO OTHER AGREEMENTS OR REPRESENTATIONS: this agreement & any attachment hereto constitute the complete & exclusive statement of the agreement between the parties with respect to the subject matter hereof & shall supersede all proposals, prior agreements & representations, oral or written, & all communication between the parties relating to agreements or other promises other than as are expressly set forth in this Agreement, & this Agreement shall not be varied by any agreement or representation other than an instrument in writing executed by the fully authorized officer of Company & Consumer.

DISPUTE OR CLAIM RESOLUTION: Customer agrees to notify Company of all complaints and claims in writing & will allow the company to inspect & diagnose to determine that the failure is covered by this Agreement. If the inspection finds that any deficiencies in the services are covered in this agreement, the customer will allow the Company time to correct them. Customer & Company that all disputes, controversies, or claims regarding the adequacy of services between Customer & Company arising from or relating to this Agreement, and/or the services to be provided by Company shall be submitted to nonbinding arbitration in accordance with applicable Alternative Dispute Resolution Procedures. The award of the arbitrator in any such proceeding shall be final and binding upon both parties, & either party may apply to an appropriate court to enforce a such award, if necessary.

<u>AUTHORIZED SERVICE:</u> Customer cannot attempt to service the equipment him/herself or allow any service company other than the Company to work on the covered equipment unless Company consents to the work in writing. Unauthorized service on the equipment will VOID the warranty coverage in this agreement.

PAYMENT INTEREST & COLLECTION COST: Payments are due upon completion of work to the Company's representative unless other arrangements are made. Any payments made thereafter shall be delivered as the Company's address shown on the face of the Agreement (Invoice) or Zelle 832-335-4268. Any amount owing to the Company & not paid within 10 days after the due date of the invoice, or no more than 5 days after the due date per the payment agreement on file, will be sent immediately to our collections department & shall bear a 33% collections fee in addition to the amount due for services provided. If the Customer does not comply with the payment agreement, the Company can choose at any time to submit any past due & unpaid invoices or payment agreements to small claims court. Should the Company be required to bring an action to enforce the terms hereof or declare rights hereunder, the Company shall be entitled to recover from Customer all court costs & reasonable attorney's fees required in asserting its rights under the Agreement & any action, arbitration, trial, or appeal.

The terms and conditions of this Agreement shall ensure to the benefit of & be binding upon the parties hereto, their respective heirs, representatives, successors, & assigns.

TERMS & CONDITIONS OF AGREEMENT FOR USA SUPREME CONSTRUCTION LLC CONTRACTS

(All Fireplace/Chimney Services, Flooring, Roofing, and overall Remodeling, & Home Renovations Work)

<u>USA SUPREME CONSTRUCTION LLC OBLIGATIONS:</u> USA Supreme Construction LLC (hereinafter referred to as "Company") shall provide the service described on the invoice provided to the customer (hereinafter referred to as "Agreement") consistent with Company's standard practices & in accordance with set forth below.

It is agreed that the Company is not responsible for the following:

- Damage caused to the customer's property as a result of obtaining access to and exposing the plumbing & drainage system.
- Additional plumbing work beyond that specifically mentioned in the estimate & proposal including, but not limited to, that which may be required because of pre-existing code violations or additional work revealed to be necessary as a result of performing the specified work.
- Any repairs, installation, removal or replacement of non-service items or activities including but not limited to, concrete, paving, asphalt slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, electrical wiring & fixtures, painting, decorations, plastering, sheetrock, and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces & preparation, roofing, flashing, sheet metal, gutters, downspouts, brick, stonework, extension walls, steel & other frameworks.
- Damage caused to the customer's plumbing system by sewer & drain cleaning equipment when such is caused by pre-existing defects in a such plumbing system.
- Pre-existing defective conditions, including but not limited to defective roofing, improperly changed systems, faulty air movement, & electrical defects.

The customer accepts full responsibility for the prompt payment of all costs of this agreement even though a customer may intend to obtain reimbursement from others such as landlords, tenants & insurance companies.

EXECUTION OF THE WORK & HIDDEN CONDITIONS: The company shall furnish all labor, material, services, tools, equipment, and fixtures necessary to perform & complete in a good & workmanlike manner the work described in the Agreement. All Work shall be done in accordance with, all laws, ordinances, building codes, rules & regulations applying to the work. Contractor shall

have control over, & be solely responsible for, all means, methods & sequences for performing the work. The customer understands that the Company may hire sub-contractors to complete work that requires a license that the Company does not carry. The customer understands that all sub-contractors are covered by the Company's insurance as well as the sub-contractor having their own insurance. Customer understands & agrees that any services performed may not totally clean or remove all contaminants, odors, and damages in all areas, even after diligent & reasonable efforts from the Company, & Customer agrees to not such guarantees, warranties, or representations as to results or levels of decontamination, cleanliness or restoration are made by the Company except as stated in writing in this Agreement. The customer acknowledges that new materials used in restoration may not precisely match the existing texture, type, material, or color. Prior to Company's arrival, the Customer shall notify Company of any preexisting or damaged conditions & shall remove valuables & breakable items from the area where services may be performed, & Customer shall be responsible for any loss or damage resulting therefrom.

SCHEDULE: Work shall be commenced & completed within the time frames set forth in the Agreement. Time is of the essence. COVERAGE: Coverage is only for the repairs of equipment sold & installed by the Company as described in the original work invoice (installed & used in accordance with the Manufacturer's specifications in residential homes ONLY). If the covered manufactured equipment or internal functioning parts fail due to mechanical or electrical breakdown during the warranty period, Company will perform repairs, &, if necessary, furnish an applicable replacement part of like kind & comparable model, subject to the terms & conditions of the warranty in the agreement & manufacturer's warranty for parts. The warranty provided by Company does not cover repairs to equipment owned by the Customer before the installation or equipment by Company. The company is not responsible for any failures due to manufacturing defects. The company does not guarantee that the material or workmanship of equipment supplied by the manufacturer is free of defects.

<u>TRANSFER:</u> The warranty covers the owner of the owner-occupied residence as of the effective date above & his/her spouse. The agreement is good only for the original customer at the residence at which the equipment is originally installed. The agreement is NOT transferable to any other owner or any other location without the written consent of the Company.

WARRANTIES & LIMITATIONS OF DAMAGES The company warrants to Customer (& to no other person or entity) that all work will be completed in a good & workmanlike manner in accordance with the Company's standard practices. In the event of any defect in the services provided by the Company, Customer's exclusive remedy shall be (i) correction of same reservice, retreatment, adjustment, or repair; or at Company's option (ii) refund all sums paid on the portion of the work which is not as warranted. THIS IS A LIMITED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DENIED BY THE COMPANY AND WAIVED BY THE CUSTOMER. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER UNDER ANY THEORY FOR ANY ANTICIPATED OR LOST PROFITS OR ANY INCIDENTAL OR CONSEQUENTIAL LOSS, ANY COMPANY'S MAXIMUM LIABILITY TO THE CUSTOMER FOR ANY LOSS OR DAMAGE ARISING FROM THE SERVICES RENDERED BY THE COMPANY SHALL NOT EXCEED THE AMOUNT OF THE CONTRACT PRICE PAID BY CUSTOMER FOR THE SERVICES RENDERED HEREIN.

<u>COMPANIES CERTIFICATES:</u> Upon completion of services, or any segment thereof, Customer will on request execute such instrument as Company may reasonably request acknowledging completion of the services. The customer agrees to inspect the services immediately upon completion & notify the Company's crew of any complaints before they leave. To the extent, they may validly do so, the parties agree that the services will be deemed to be fully acceptable if no notice of any defect in materials or workmanship is received by the Company in writing within 3 days of completion of services.

<u>CUSTOMER'S RESPONSIBILITY:</u> For the warranty to be valid, the customer must have all applicable equipment (Fireplace) serviced & maintained at least once annually by the Company plus repairs completed as recommended. Customers must keep maintenance records validated by the Company or keep receipts showing dates & services performed.

NO OTHER AGREEMENTS OR REPRESENTATIONS: this agreement & any attachment hereto constitute the complete & exclusive statement of the agreement between the parties with respect to the subject matter hereof & shall supersede all proposals, prior agreements & representations, oral or written, & all communication between the parties relating to agreements or other promises other than as are expressly set forth in this Agreement, & this Agreement shall not be varied by any agreement or representation other than an instrument in writing executed by the fully authorized officer of Company & Consumer.

DISPUTE OR CLAIM RESOLUTION: Customer agrees to notify Company of all complaints and claims in writing & will allow the company to inspect & diagnose to determine that the failure is covered by this Agreement. If the inspection finds that any deficiencies in the services are covered in this agreement, the customer will allow the Company time to correct them. Customer & Company that all disputes, controversies, or claims regarding the adequacy of services between Customer & Company arising from or relating to this Agreement, and/or the services to be provided by Company shall be submitted to nonbinding arbitration in accordance with applicable Alternative Dispute Resolution Procedures. The award of the arbitrator in any such proceeding shall be final and binding upon both parties, & either party may apply to an appropriate court to enforce the such award, if necessary.

<u>AUTHORIZED SERVICE:</u> Customer cannot attempt to service the equipment him/herself or allow any service company other than the Company to work on the covered equipment unless Company consents to the work in writing. Unauthorized service on the equipment will VOID the warranty coverage in this agreement.

<u>PAYMENT INTEREST & COLLECTION COST:</u> Payments are due upon completion of work to the Company's representative unless other arrangements are made. Any payments made thereafter shall be delivered as Company's address shown on the Agreement

(Invoice) or Zelle 832-983-9888. Any amount owing to the Company & not paid within 10 days after the due date of the invoice, or no more than 5 days after the due date per the payment agreement on file, will be sent immediately to our collections department & shall bear a 33% collections fee in addition to the amount due for services provided. If the Customer does not comply with the payment agreement, the Company can choose at any time to submit any past due & unpaid invoices or payment agreements to small claims court. Should the Company be required to bring an action to enforce the terms hereof or declare rights hereunder, the Company shall be entitled to recover from Customer all court costs & reasonable attorney's fees required in asserting its rights under the Agreement & any action, arbitration, trial, or appeal.

The terms and conditions of this Agreement shall ensure to the benefit of & be binding upon the parties hereto, their respective heirs, representatives, successors, & assigns.