

Terms and Conditions

1. **SCOPE:** This agreement is for inspection and testing services only. These Terms and Conditions apply to all services provided by Systems Technology and/or NOVA Fire Protection, Inc. (together "NOVA") under the Agreement except as indicated otherwise in the Agreement. This Agreement contains the entire understanding of the parties and supersedes and replaces any and/or all previous agreements, promises or representations between the parties. This Agreement may be amended only in writing signed by both parties. The parties explicitly agree they have the authority to enter into the Agreement.
2. **TERM OF AGREEMENT/RENEWALS:** The initial term of this Agreement shall commence on the date of this agreement and continue for the proposal term indicated in this Agreement. After the initial term of this agreement has been met, this agreement shall automatically renew on a yearly basis under the same terms and conditions, unless thirty (30) days prior to expiration either party gives written or email notice (inspections@novafire.com) or if the agreement is cancelled as described in the below CANCELLATION section.
3. **PAYMENTS:** Payment for all invoices is due within thirty (30) days of receipt or per the timeline on the Fire Protection Service agreement, whichever is sooner. NOVA reserves the right to render invoices on a progress basis for work completed by the date of each such invoice.
4. **CANCELLATION:** This agreement may be terminated by either party without incurring any penalty fees or costs, provided thirty (30) days written or email notice (inspections@novafire.com) is given to the other party. Any prepaid services not utilized will be refunded to the Client within thirty (30) days of termination. NOVA reserves the right to terminate the agreement immediately, without prior notice, in the event of non-payment by the Client or breach of contract.
5. **INSPECTIONS:** All work performed by NOVA will be performed during normal business hours. NOVA does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the agreement Scope. Inspections shall be completed on NOVA's current inspection report form, which shall be given to Client, and where applicable, NOVA will submit a copy thereof to the local Authority Having Jurisdiction (AHJ). The questions and tests listed on the fire sprinkler inspection report are primarily from NFPA 25 and other sources, but the report is not a comprehensive compilation of all NFPA 25 requirements. Inspections, performed from floor level, of visible heads, pipe, and hangers are performed in common and accessible areas only and scope does not include the following: 3-year dry and preaction system full trip tests, deluge full trip tests, fire hoses, hose cabinets/storage devices, hose nozzles, private fire service mains, underground pipe, diesel fire pumps, water storage tanks, water spray fixed systems, foam systems, water mist systems, hydrostatic testing of standpipes, or hydrostatic testing of fire department connection piping; these can be completed, at the Client's request, on a Time and Material Basis outside of this Agreement. Inspection scope does not include verification that system equipment and components are installed in accordance with manufacturers' guidelines, nor do they encompass maintenance of the equipment as per manufacturers' guidelines. Inspections do not include an engineering review for compliance with hydraulic design standards for the building hazard as it may exist. Clients should make themselves aware of NFPA 25 and other applicable codes/standards to ensure that contracted scope fulfills all their applicable requirements. The inspection report and recommendations by NOVA are only advisory in nature and are intended to assist Client in reducing the risk of loss to property by indicating obvious defects or impairments noted in the inspection report. They are not intended to imply that no other defects or conditions exist. Client acknowledges that the AHJ may establish additional requirements and/or fees (including excessive water fees) for compliance with local codes/requirements. Costs to comply with additional requirements shall be completed on a Time and Material Basis outside of this Agreement. Client acknowledges they bear ultimate responsibility for the condition of the system(s), equipment, and components, including the periodic inspection of low point drains, especially before cold weather, and maintaining a minimum temperature of 40 degrees Fahrenheit in areas with water-filled piping and control valves.
6. **LIMITATION OF LIABILITY AND WARRANTIES:** CLIENT UNDERSTANDS AND AGREES THAT NOVA LIMITS ITS LIABILITY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL NOVA'S LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL COMPENSATION RECEIVED BY NOVA UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE CLIENT UNDERSTANDS AND AGREES THAT NOVA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT FURTHER UNDERSTANDS AND AGREES THAT NOVA MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF NOVA HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT UNLESS DONE SO IN WRITING AND SIGNED BY BOTH PARTIES.
7. **NO WARRANTIES OR REPRESENTATIONS:** NOVA does not represent nor warrant that any of the work completed by NOVA as part of this Agreement will (A) prevent any loss, damage or injury arising directly or indirectly to person or property, by any reason including burglary, theft, hold-up, fire or other cause; (B) that the work completed by NOVA will in all cases provide the protection for which it is installed or intended; (C) that the work is free of all defects and deficiencies; and (D) is in compliance with all applicable codes. Client agrees that it has not retained NOVA to make these assessments, which such work is expressly excluded. NOVA shall not be responsible for equipment failure occurring during the inspection.
8. **WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM:** NOVA makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection/security system(s) that are subject to this Agreement. NOVA assumes existing system is in good working condition and has been maintained by the Client per applicable codes and standards. NOVA makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment.
9. **WAIVER OF SUBROGATION:** Client shall obtain all insurance policies, property, bodily injury, etc., which are required or relate to the work done under this Agreement. Client agrees obtaining insurance is the Client's sole responsibility. Client agrees to rely exclusively on Client's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Client does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge NOVA from and against all damages, costs or expenses covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against NOVA or any team member, agent, officer, director, shareholder, affiliate or independent contractor of NOVA.
10. **INDEMNIFICATION:** Client assumes the entire responsibility and liability, to the fullest extent permitted by law, for all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, (collectively "Claims"), arising out of or resulting from NOVA's work completed under the Agreement ("Work"), provided that such Claim is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. Client agrees, to the fullest extent permitted by law, to defend and indemnify NOVA from and against such Claims only to the extent caused by Client's acts or omissions, and the foregoing duty of indemnification applies even if the Claims are caused in part by NOVA. Client's duty to indemnify NOVA includes all Claims that arise either during the work or after completion of Work. Client agrees to undertake obligations regardless of whether the injured party asserting a Claim is an employee of Client and Client's obligation hereunder may not be limited by the operation of a workers' compensation act, any disability act, or other employee benefit act.
11. **REPAIRS/DEFICIENCIES:** Client authorizes NOVA to repair and/or correct deficiencies, if NOVA chooses, for amounts less than \$1,000 without prior permission or approval. Repairs and/or deficiencies greater than \$1,000 shall require additional written authorization from Client. All repairs/deficiencies will be documented and provided to Client. The amounts added to the Agreement through this clause are due and owed upon receipt of a related invoice.
12. **CENTRAL OFFICE MONITORING & FALSE ALARMS:** Client acknowledges that signals transmitted from Client's premises directly to emergency authorities are not monitored by personnel of NOVA. NOVA's designee communication center and NOVA do not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. NOVA shall not be responsible for any failure which prevents transmission signals from reaching the central monitoring center or damages arising therefrom. Client agrees to furnish NOVA with a written name list and telephone numbers of those persons Client wishes to receive signal notifications; these persons are designated as the Client's Responsible Parties and the Responsible Parties shall be available 24 hours/day. All changes shall be supplied to NOVA in writing. NOVA may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement or in event central station facility or communication network is nonoperational or Client's alarm system is sending excessive false alarms. Central station is authorized to record and maintain all transmissions and data and shall be the exclusive owner of such property. It is understood that by engaging NOVA for fire alarm monitoring services, the Client assumes all obligations NOVA owes to its monitoring provider, CMS. Client can review CMS's terms and conditions by requesting a copy by contacting inspections@novafire.com. NOVA shall have no liability for false alarms, including the following which may be associated therewith: fines, excessive or "heavy" usage fees, fire response, any damage to personal or real property or personal injury caused by police or fire department responses to alarms, whether false alarm or otherwise, or the refusal of the fire department to respond.
13. **SEVERABILITY:** If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of NOVA and the Client shall be construed and enforced accordingly.