

TERMS AND CONDITIONS

These Terms and Conditions apply to any and all past, present, and future services NextGen Electric (*NextGen*) performs for the recipient of these Terms and Conditions (which recipient is hereinafter referred to as *Client*) regardless of whether or not NextGen and Client enter into or are presently under a written, oral, or implied agreement, unless these Terms and Conditions are specifically altered, changed, amended, or disregarded by a subsequent written and signed agreement.

Unless otherwise agreed to in writing, **CLIENT AGREES THAT HE/SHE/IT IS BOUND BY THESE TERMS AND CONDITIONS BY ACCEPTING SERVICES TO BE PERFORMED BY NEXTGEN.** Client agrees that this document is valid and binding without signature.

- 1. ENTIRE AGREEMENT.** These Terms and Conditions contain the entire agreement of the parties. No other agreement, statement, or promise made on or before the date of receipt of these Terms and Conditions will be binding on the parties, unless in writing signed by Client and NextGen.
- 2. MODIFICATION BY SUBSEQUENT AGREEMENT.** These Terms and Conditions may only be modified by subsequent agreement of the parties in writing signed by both parties.
- 3. INVOICES AND STATEMENTS.** NextGen shall make a good faith effort to bill, invoice, or provide a statement to Client indicating time, fees, costs, or any other matters. Client may request a statement at intervals of no less than once per month. If Client requests a bill, invoice, or statement, such will be provided to Client within 21 days.

Each final statement or bill will be payable within 30 days of receipt of the invoice. The statements or bills will include the amount, rate, basis of calculation, or other method of determination of the fees and costs, which costs shall be clearly identified by item and amount. If Client fails to pay NextGen within 30 days from the date of the final bill, the unpaid amount will accrue interest at the rate of 1.5% per month or the highest amount allowed by law, whichever is less.

- 4. LATE FEES.** Any amount payable under this Contract that is not paid when due will thereafter bear interest until paid or repaid, as the case may be, at a rate of interest that in no event will exceed the

maximum rate of interest allowed by applicable law, but otherwise will be equal to two percent (2%) per month.

- 5. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of these Terms and Conditions is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Terms and Conditions will be severable and remain in effect.
- 6. ESTIMATES.** Each Client shall receive an Estimate Form which will include a brief description of the work that is to be done, the rate that will be charged and any applicable tax. Upon signing the Installation Contract, all Estimate Forms and subsequent Change Order forms, these documents shall be incorporated into the Contract Documents.
- 7. NO WAIVER.** No provision of these Terms and Conditions or of any other Agreement may be waived except in writing, signed by the waiving Party. Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision. Any waiver shall not operate as, or be construed to be, a waiver of any subsequent breach.
- 8. DISPUTE RESOLUTION.** All disputes, other than those brought by NextGen which require recovery of payment for services shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association. As a condition precedent to any action, the parties are required to have mediation prior to any binding arbitration. In the event of any legal action between NextGen and Client, Client also agrees to pay NextGen's attorney

fees for consultation and/or litigation including all expenses and costs.

9. CHOICE OF LAW. Client hereby agrees to venue and jurisdiction in the State of Idaho, county of Kootenai for any and all disputes arising between Client and NextGen. A dispute between Attorney and Client will be resolved in accordance with Idaho law.

10. INTERPRETATION. This Agreement has been reviewed and approved by each of the Parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair

meaning and not strictly construed for or against any Party.

11. ATTORNEY'S FEES. In the event that NextGen is required to file a court action or consult with legal counsel in seeking to enforce the terms of any agreement, including these Terms and Conditions or any subsequent written agreement, NextGen shall be due its actual attorney's fees and costs it incurs in doing so, including costs and fees for mediation and/or appeals.

CLIENT HAS READ AND REVIEWED ALL OF THE FOREGOING TERMS AND CONDITIONS. CLIENT ACCEPTS ALL TERMS AND CONDITIONS.