1. PAYMENT AND TAXES – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require a deposit or other form of security prior to the completion of work. If Automated Logic determines, in its sole discretion, that Customer or Customer’s assignee’s financial condition is not satisfactory, it shall have the right to terminate the Agreement at any time, and in such event the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims to be tax exempt, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of service being rendered.

2. SCOPE OF WORK/EXCLUSIONS – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, etc.) at no charge to Automated Logic. Customer agrees to maintain records in a safe and legible manner, and Automated Logic shall have the right to inspect such records. Customer agrees to provide Automated Logic with the key to the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic’s written consent. Unless specifically noted in the statement of the scope of work, duties under the terms of this Agreement shall be performed in a workmanlike manner. If alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between the parties, Automated Logic reserves the right to terminate this Agreement and such failure continues without cure for a period of five (5) days following Customer’s receipt of written notice of payment default. Automated Logic may terminate this Agreement without liability.

3. EXTRAS – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to a just and equitable increase in the contract price and the delivery schedule.

4. EMERGENCY SERVICE WORK – If emergency service is performed at Customer’s request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic’s prevailing time and material rate.

5. SHIPMENT/PARTIAL SHIPMENTS/RETURNS – All product shipments shall be F.C.A. shipping point (Incoterms 2020). Product received and noted as damaged or missing shall be subject to investigation for cause. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a 15% restocking fee and may not be returned after 30 days of purchase.

6. DELAYS – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic’s control, including, but not limited to, acts of God (storms, floods, earthquakes, etc.), war, public authorities, acts of nature, epidemics, impossibility of obtaining materials, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer. On any contract containing delay clauses caused by the Customer, identified, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises.

7. WARRANTIES – Automated Logic warrants to Customer that the work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic shall at its option repair or replace, F.C.A. shipping point (Incoterms 2020), defective or nonconforming equipment or material. No claim for defective or nonconforming equipment or material shall be made unless notice, of such defects, shall be in writing and given to Automated Logic within 30 days of delivery. Automated Logic warrants to Customer that equipment provided under this Agreement is free from asbestos and asbestos containing materials that may be present. The Customer shall provide, in writing, prior to the start of a job, a signed statement identifying the presence of asbestos in the building or the building to be worked on. A copy of the statement shall be provided to the customer and contained within the Customer’s files. Automated Logic reserves the right to terminate this Agreement and such failure continues without cure for a period of five (5) days following Customer’s receipt of written notice of payment default. Automated Logic may terminate this Agreement without liability.

8. LIMITATION OF LIABILITY – Under no circumstances shall Automated Logic be liable for indirect, incidental, or consequential damages, costs, or losses of any kind, including, but not limited to, lost use of equipment or facilities, lost of data, or economic damages whatsoever arising, Automated Logic shall be liable for damages to persons or property other than that provided for herein, and to the extent permitted by law, Automated Logic’s negligence or acts indirectly contributed to such injury or property damage. To the extent permitted by law, Automated Logic shall not be liable for any costs, damages or expenses incurred by Customer in connection with any kind of claim, suit, judgment, proceeding or arbitration against Automated Logic for any purpose, including, but not limited to, any kind or nature of claim against Automated Logic’s warrant relating to the service agreements entered into by the parties or for purposes of Automated Logic’s performance of the service in accordance with this Agreement. Once such data and information has been stored and provided to the customer, any such data and information shall become part of Automated Logic’s database and therefore subject to the license terms under section 2(a).
(c) DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic’s express written consent, which consent shall not be unreasonably withheld.

(d) DATA SAFEGUARDS - Automated Logic processes personal data as described in our privacy notice at Carrier.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR), and take all reasonable commercial and legal steps to protect personal data. If Customer provides Automated Logic with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Automated Logic. If a party collects or processes personal data from California residents under this Agreement, such party is a “Service Provider” under the CCPA and will not sell or exchange such personal data for anything of value.

(e) DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement. Automated Logic processes personal data as described in our privacy notices at https://www.automatedlogic.com.