

Pure State Services, LLC Terms and Conditions

By submitting, executing or accepting a Quote, Estimate, Proposal, or Scope of Work (each, a "Scope of Work"), or otherwise engaging Pure State Services, LLC ("Pure State") to perform services which references these Terms and Conditions ("Standard Terms"), the customer ("Customer") agrees to be bound by the terms of this Scope of Work. Further, this Standard Terms, and any Scope of Work that refers to this Standard Terms and any and all other exhibits and attachments, are intended to and are agreed to collectively constitute one agreement ("Agreement"). Each Scope of Work is subject to Pure State's acceptance and may be accepted or rejected by Pure State in its sole discretion.

1. GENERAL TERMS

1.1 Scope of Work. Customer agrees to employ Pure State to perform the work ("Work"), as described in the Scope of Work, and provide all the materials, tools, machinery and supervision necessary to complete the specified work at the Customer's property ("Property") indicated in the Scope of Work, for the total sum specified in the Scope of Work.

1.2 Customer Acceptance. In order for this Agreement to be binding on Pure State, the Customer must sign the Scope of Work in the spaces provided and return a copy to Pure State's office within thirty (30) days of the proposal date. Customer acknowledges that a representative of Pure State has explained the merits of the Work contemplated in the Scope of Work and that the Customer fully understands the Scope of Work and the Work to be performed by Pure State. Customer approves this method of repair and recognizes that such method is a generally accepted method for performing such Work in the area. By signing the Scope of Work, Customer expressly acknowledges, understands and agrees to the terms and conditions of the Scope of Work. By signing the Scope of Work, Customer authorizes Pure State to perform the Work as specified and payment will be made according to the terms of this Agreement.

1.3 Modifications & Change Orders. Customer may order extra work to be performed by Pure State which is not otherwise included in the Scope of Work, and such extra work shall be as mutually agreed upon by Customer and Pure State. Additional conditions may be discovered once the Work commences that were unknown when the Scope of Work was made which may change the Scope of Work. These will be considered unforeseen circumstances and may require additional expenses and services to complete the Work. If the Customer refuses to authorize the additional work, Pure State will charge the Customer for the portion of the Work completed and stop work at the point of Customer's refusal to authorize the additional work. No amendment or modification of this Agreement, oral or otherwise, shall be valid or binding upon Pure State, including its managers, members, employees, agents, contractors, and subcontractors, unless made in writing and signed by or on behalf of the party against whom enforcement is sought.

2. PAYMENT. Customer agrees to pay upon execution of this Agreement an initial deposit ("Deposit") to Pure State for purposes of securing performance of the Work. Customer acknowledges that he or she has three (3) business days following execution of the Scope of Work to terminate the Scope of Work; it being understood the Scope of Work and Deposit shall become irrevocable upon the earlier of (i) expiration of such three (3) business day period; or (ii) Pure State's commencement of the Work. Customer agrees to pay the remainder of the amount owed to Pure State in accordance with the terms set out in the Scope of Work. Customer

acknowledges that any unpaid balances shall be subject to a service charge accruing at the lesser of one and one-half percent (1.5%) per month or the highest interest rate permitted by law. If the Customer's account with Pure State is past due and in collection status, the Customer shall be responsible for all costs of collection, including reasonable attorney fees incurred by Pure State.

3. **WARRANTY.** Except as may be stated otherwise on the Scope of Work, Pure State provides certain warranties for the applicable Work, all of which is subject to the terms and conditions of this Agreement. Pure State shall provide Customer with a non-transferrable, one-year warranty accruing from the date of completion of the Work performed by Pure State ("Default Warranty"). This Default Warranty is a service-only warranty that covers only the specific areas treated by Pure State. If Pure State receives written notice from Customer of any unacceptable services or defective Work prior to the expiration of the one-year Default Warranty period, and Pure State reasonably determines in its sole discretion that the services or Work were in fact unacceptable or defective, then Pure State will re-perform the unacceptable or defective services or Work. Pure State passes through all manufacturer and subcontractor warranties for the Work. Pure State will not be responsible for repair or replacement of any maintenance item.

The Warranty shall be null and void if: (i) full payment for the Work performed is not made within thirty (30) days of the specified due date (ii) any accidental or intentional damage to the Property or any part of the Property which leaves the Property substantially damaged or destroyed occurs; (iii) any terms of this Agreement have been violated.

If Pure State receives written notice from Customer of any unacceptable services or defective Work prior to the expiration of the applicable Warranty period, and Pure State reasonably determines in its sole discretion that the services or Work were in fact unacceptable or defective, then Pure State will re-perform the unacceptable or defective services or Work at no additional cost to Customer. THE FOREGOING SHALL BE THE SOLE REMEDY OF CUSTOMER FOR ANY DEFECTDIVE WORK OR SERVICES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURE STATE MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE QUALITY OR EFFECTIVENESS OF ANY OF THE WORK PROVIDED BY PURE STATE UNDER THIS AGREEMENT. PURE STATE DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **ACKNOWLEDGEMENTS, REPRESENTATIONS & WARRANTIES OF CUSTOMER.**

Customer acknowledges, represents and warrants to Pure State the following:

- a) Customer has reported to Pure State all conditions known to Customer, which may include conditions that may not be apparent to Pure State and which might significantly increase cost of the Work or delay completion of the Work. These concealed conditions include, but are not limited to, hazards on the Work site, prior defective work of others, latent defects in the plan or specifications, earlier attempts to do similar or related work, and any obligations imposed by a government entity;
- b) No action, suit or proceeding by any governmental or regulatory authority, person, or other entity has been threatened or filed against the Customer that could have a material adverse effect on the Customer's ability to perform under this Agreement; and

c) All reasonable additional or unexpected costs directly related to an existing, concealed condition that may be revealed during the Work shall be the sole responsibility of Customer. Further, Pure State shall not be held responsible for reasonable delays, cost or expenses caused by such conditions. Additionally, Pure State is not liable for and this Agreement excludes any responsibility or liability for Pure State to make cosmetic repairs, redecorating, or replacement of materials not specifically agreed to in this Agreement. Any such damages or repairs are the sole responsibility and liability of the Customer. Pure State assumes no responsibility for any mold or mildew, regardless of location, occurring before, during, or after any Work is performed by Pure State. Pure State will notify "Dig Safe®" to have all public underground utilities located. Pure State will in no way be liable for any damages to concealed utility lines that are not marked by their respective utility company after Pure State notifies Dig Safe®. Such utility lines may include, but are not limited to, water lines, sewer lines, gas lines, low voltage lines, electrical lines, and cable lines. If the Property is located in a rural area, public lines will only be located to the pole of the property line. It is the responsibility of the Customer to mark any private lines, including, but not limited to, satellite dish cables, any low voltage lines, propane lines, sprinkler systems, etc. If any damage is done to lines that were not marked, the Customer, **NOT** Pure State, is responsible for the repairs.

5. **PURE STATE'S OBLIGATIONS.** Pure State shall act in good faith to ensure the fulfillment of this Agreement. Pure State is responsible for: (i) Calling Dig Safe® to have all underground or overhead public utility lines marked if excavation on the exterior is needed; (ii) procuring and maintaining all Work permits, if applicable; and (iii) Pure State shall complete the Work specified herein within a diligent timeframe. In the event any municipal building code requires a structural or other professional engineer to provide an engineering design with respect to the Work, then Pure State will obtain such engineering design from an independent third party as required for the performance of the Work; provided that, Customer shall hold Pure State harmless from any defects or other inadequacies arising from the engineering report and design obtained by Pure State on Customer's behalf.

6. **CUSTOMER'S OBLIGATIONS.** Customer shall act in good faith to ensure the fulfillment of this Agreement. If the Property is subject to any easements, covenants or other legal encumbrances that could affect installation or the Work to be performed, Customer agrees to give written notice to Pure State, identifying the extent and location of the easements, covenants, or other legal encumbrances, prior to the commencement of the Work. Prior to the commencement of Work, Customer is responsible for: (i) identifying to Pure State the boundaries of Customer's property lines; (ii) ensuring that Work areas are free of preexisting hazards and debris; (iii) granting and providing Pure State access to Work areas during working hours; (iv) providing, at Customer's expense, all utilities at the Property which are required by Pure State for completion of the Work which includes, but is not limited to, power and water; (v) restricting unattended minors and pets from the Work areas at all times while the Work is in progress; (vi) properly displaying permits at all times while the Work is being performed; and (vii) providing notice to Pure State of any defects or problems with the Work, if applicable, within 30 days of the date that the defects or problems were discovered or should have been discovered. Failure to notify Pure State within this 30-day period shall nullify the Warranty regarding that defect or problem.

7. **CONDITIONS TO PURE STATE'S OBLIGATIONS.** Pure State will only be obligated to consummate the transactions contemplated by this Agreement if each of the following conditions

have been satisfied or waived by Pure State: (i) the representations and warranties of Customer set forth in this Agreement are true on and as of the date Pure State first begins Work; and (ii) Customer has performed all of Customer's obligations set forth in this Agreement.

8. **INDEMNIFICATION.** Due to potential safety and health hazards which may arise during the Work conducted on the Property, Customer shall restrict entry onto the Property by the Customer and Customer's licensees and invitees to a minimum. When Customer chooses to enter the Property during the time Work is ongoing, and irrespective of Pure State's presence on the Property at such time, Customer agrees to release, indemnify and hold Pure State harmless from and against any and all claims, demands, suits, actions, causes of action, losses, damages, fines, and liabilities, including reasonable attorney's fees arising out of or related to the condition of the Property.

Customer shall also indemnify, save and hold Pure State harmless from any and all claims, damages, suits, actions, causes of action, losses, damages, fines, and liabilities, including reasonable attorney fees, arising out of the acts or omissions of Customer (intentional or negligent) occurring during the performance of this Agreement, including without limitation, any injury to Pure State employees or any damage to Pure State's personal property occurring while on-site at Customer's Property.

9. **LIMITATION OF LIABILITY.** CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT PURE STATE'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER SHALL BE LIMITED TO AND WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO PURE STATE FOR THE WORK PERFORMED UNDER THIS AGREEMENT. SUCH CLAIM AND CAUSES INCLUDE, BUT ARE NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND/OR WARRANTY. PURE STATE SHALL NOT BE LIABLE FOR ANY INHERENT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR RESULTING DAMAGES, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, STATUTORY REMEDY, NEGLIGENCE OR TORT. CUSTOMER UNDERSTANDS AND AGREES THAT PURE STATE'S LIABILITY FOR WORK PERFORMED SHALL BE LIMITED TO THE CORRECTION OF ANY MATERIALS AND WORKMANSHIP AS SET FORTH IN THIS AGREEMENT. IF IT IS DETERMINED THAT DAMAGE WAS CAUSED BY PURE STATE'S NEGLIGENCE, PURE STATE'S LIABILITY IS LIMITED TO MAKING ADEQUATE REPAIRS. PURE STATE WILL NOT BE LIABLE FOR THE COST OF NEW REPLACEMENT OR NEW CONSTRUCTION OF THE PROPERTY SUBJECT TO THE WORK. CUSTOMER HEREBY WAIVES ANY CLAIMS AGAINST THE OTHER FOR LOSS OF USE, LOST PROFIT OR REVENUE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES RELATING TO THE INSTALLATION, MATERIALS, WORK OR SERVICES OF PURE STATE. TO THE EXTENT CUSTOMER'S STATE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THIS SECTION 9 ONLY APPLIES TO THE EXTENT PERMITTED BY APPLICABLE LAW. FURTHER, CUSTOMER HEREBY RELEASES PURE STATE FROM ANY LIABILITY FOR DAMAGE DUE TO POOR CONSTRUCTION OF THE PROPERTY NOT DISCLOSED TO PURE STATE BY CUSTOMER PRIOR TO COMMENCEMENT OF WORK.

FURTHER, IN NO EVENT SHALL PURE STATE BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE WORK OR ANY EQUIPMENT UTILIZED IN THE WORK OR ANY RELATED COMPONENT,

INCLUDING WITHOUT LIMITATION, LIABILITY FOR DAMAGE TO PROPERTY, PERSONAL INJURY OR DEATH, HEALTH EFFECTS, LOST PROFITS OR INCOME, OR LOSS OF USE.

10. **FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such Force Majeure Events are removed or ceased. An act or omission shall be deemed within the reasonable control of the Impacted Party if it is committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

If a Force Majeure Event causes the suspension or delay in delivery, the period shall be extended by a period commensurate to that of the period of suspension by reason of the Force Majeure Event. If such Force Majeure Event continues for a period of more than thirty (30) days after notice has been given thereof, and the Impacted Party does not or is unable to perform its obligations under this Agreement, the parties shall mutually decide the manner proceeding or termination of this Agreement. Further, in no event will the Warranty provided by Pure State apply upon the occurrence of any Force Majeure Event, and such Warranty will become null and void.

11. **TERM & TERMINATION**

11.1 Term. This Agreement shall commence on the date the Customer signs the Scope of Work and shall automatically terminate upon full payment being tendered by the Customer to Pure State; provided that, any terms, conditions, covenants and provisions which are intended to survive such the termination of this Agreement shall continue following termination in full force and effect.

11.2 Termination. Either party shall have the option to terminate this Agreement, after providing written notice to the other party if: (i) either party commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and if such breach or default continues for a period of thirty (30) days after delivery by the other party of written notice reasonably detailing such breach or default; or (ii) either party is in violation of the material conditions, stipulation or covenants of this Agreement.

11.3 Effect of Termination. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, the expiration or termination of this Agreement for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of this Agreement, and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of this Agreement. Further, Pure State shall be reimbursed for all expenditures made and Work

performed in good faith and in accordance with the terms of this Agreement. If Pure State elects to terminate the Warranty provided under this Agreement at any time due to no fault of Customer, Pure State shall pay Customer an amount equal to the total payments made under the original agreement for such Work.

12. **DEFAULT.** The occurrence of any of the following shall constitute a "Material Default" under this Agreement: (i) the failure of the Customer to make a required payment when due; (ii) the insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code; (iii) a lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party; and/or (iv) the failure of the Customer to make the Work site available to Pure State.

13. **DISPUTE RESOLUTION & ARBITRATION.** The parties agree to negotiate in good faith to resolve any dispute between them arising out of, under or in connection with this Agreement. In the event the negotiations do not resolve the dispute to the reasonable satisfaction of the parties, then in such an event, the disputes or differences shall be submitted to final and binding arbitration at the request of either party upon thirty days (30) written notice to that effect to the other party. In the event of such arbitration: (i) Such arbitration shall be in accordance with the rules of American Arbitration Association (or any amendment thereof) (which are deemed to be incorporated in this Agreement by reference) then in effect, except as such rules may be modified by this Agreement or by the mutual consent of the parties. The venue of arbitration shall take place in Wichita, Kansas and will be enforceable in any court of competent jurisdiction; (ii) The arbitration panel shall consist of (3) arbitrators, one (1) arbitrator to be appointed by each of the parties and the third arbitrator to be appointed by the two (2) arbitrators so appointed; (iii) Arbitration awards rendered shall be final and binding. The losing party, as determined by arbitrators, shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing party, as determined by the arbitrators, in connection with any dispute unless the arbitrators direct otherwise; and (iv) Nothing shall preclude a party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the parties to pursue any remedy for actual monetary damages through the arbitration described in this Section 13.

14. **MISCELLANEOUS**

14.1 Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument executed by such party.

14.2 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally (to the attention of the person identified) to the address of such person maintained on the book and records of the party sending the notice, or sent by certified mail, postage prepaid, or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered or, if mailed, three business days after the date so mailed.

All notices to Pure State must be sent by certified mail to the address below, or such other address as prescribed by Pure State from time to time:

Pure State Services, LLC

Attn: Taylor Moffitt

145 N. Hydraulic St

Wichita, Kansas 67214

14.3 Expenses of Enforcement. In the event litigation or arbitration is instituted to enforce this Agreement, the prevailing party will be entitled to recover from the other party such sum as the arbiter or court, as the case may be, may judge reasonable as attorneys' fees at trial and upon appeal, in addition to all other sums provided by law. In addition, Customer shall pay all costs of collection and attorney fees incurred by Pure State if collection efforts are required by Pure State in order to collect the fees for the Work provided.

14.4 Governing Law. This Agreement will be governed by the laws of the State of Kansas without regard to conflicts of law.

14.5 No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and their executors, legal representatives, successors and assigns, and they shall not be construed as conferring and are not intended to confer any rights on any other persons. Notwithstanding anything to the contrary herein, this Agreement may not be assigned by Customer without Pure State's prior written consent.

14.6 Entire Agreement. This Agreement, together with the Scope of Work and any documents referred to herein, set forth the entire agreement of the parties hereto and supersede any prior agreement or understanding of the parties with respect to the transactions contemplated hereby. In the event of a conflict between or among the terms set forth in these Standard Terms and any Scope of Work, or any other document made a part hereof, the documents shall control in the following order: these Standard Terms shall control unless a Project of Work expressly provides otherwise by reference to these Standard Terms and the contradicting statement or section of these Standard Terms. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the party against whom or which such claimed amendment, modification, termination or waiver is sought to be enforced.

14.7 Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.8 Electronic Signatures & Counterparts. The parties agree that digital or electronic signatures or acceptance of the parties are binding and have the same force and effect as if they were manual signatures. This Agreement may be executed in any number of counterparts, which

when taken together, shall constitute but one and the same instrument. Any and all counterparts may be executed by facsimile.