



Terms and Conditions of Disinfection Services

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1. Applicability.

These Terms and Conditions of Disinfection Services (these “**Terms**”) are the only terms which govern the provision of services by Green Cleaned Spaces, LLC (the “**Company**”), to the party identified (each a “**Customer**”) on each Agreement for Disinfection Services. These Terms, together with the Agreement for Disinfection Services, (both together, the “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer’s general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order and regardless of whether such general terms and conditions have been signed by the Company. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms. The Company may modify or amend these Terms at any time and from time to time, and the version posted to the Company’s website at any time shall govern.

2. Price.

Prices are in U.S. Dollars and are subject to change after the Initial Term.

3. Payment Terms.

Customer shall pay all or one third of the total service fee in advance of the first Application and if financed shall pay the balance in twelve (12) equal monthly installments on the first day of each calendar month. Customer may prepay at any time. Late payments shall bear interest at the rate of one percent (1%) per month or fraction thereof until paid.

4. Warranty.

The Company represents and warrants to Customer that: (a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and (b) it is in compliance with, and shall perform the Services in compliance with, all applicable laws and regulations. THE COMPANY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE PREMISES WILL REMAIN FREE OF RE-CONTAMINATION AFTER APPLICATION OR THAT ILLNESS WILL BE PREVENTED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Independent Contractor.

Neither the Customer nor any of its employees, agents or representatives shall have any control over the manner, mode or means by which the Company, its agents or employees, perform the Services. In providing the Services under this Agreement it is expressly agreed that the Company is acting as an independent contractor and not as an employee. The Customer and the Company acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for services. The Customer is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Customer during the Term. The Company is responsible for paying and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Company under this Agreement.

6. Non-Solicitation.

Customer agrees that during the Term of this Agreement and for 180 days after termination of this Agreement, Customer will not directly or indirectly solicit for employment or employ any employees, agents, or representatives of the Company.

7. Confidentiality.

The Company acknowledges that it may have access to certain confidential information when performing the Services contracted for herein and agrees to take reasonable necessary acts to ensure that the Company does not make public any of the Customer's information that is identified in writing as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform the Services contracted for herein or as required by law. This Agreement, including pricing terms, is confidential and Customer shall not disclose the same to any third party without The Company's prior written consent.

8. Customer's Acts or Omissions.

If the Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, the Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. CUSTOMER IS ENTITLED AND ENCOURAGED TO HAVE ITS REPRESENTATIVE ACCOMPANY THE COMPANY'S REPRESENTATIVES DURING EACH APPLICATION AND HEREBY RELEASES AND DISCHARGES THE COMPANY FROM ANY DAMAGE OR LIABILITY THAT COULD HAVE BEEN PREVENTED IF IT FAILS SO TO DO.

9. Limitation of Liability.

(a) IN NO EVENT SHALL THE COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE,

REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY FOR THE SERVICES HEREUNDER DURING THE TWELVE MONTHS WHICH IMMEDIATELY PRECEDE THE EVENT GIVING RISE TO SUCH CLAIM.

10. Indemnification.

(a) Customer hereby agrees to indemnify, defend and hold harmless the Company and its shareholders, members, directors, managers, officers, employees, affiliates, agents, successors and assigns from and against any and all damages, losses, liabilities, actions, claims, suits, costs, penalties or expenses of any kind or nature whatsoever (including reasonable attorneys' fees and court costs) arising out of or in connection with: (a) the Customer's negligence or willful misconduct in the performance of its duties under this Agreement; and (b) any and all damages and liabilities incurred by Customer in excess of the amounts set forth in Section 9(a) and 9(b).

(b) The Company hereby agrees to indemnify, defend and hold harmless Customer and its shareholders, members, directors, managers, officers, employees, affiliates, agents, successors and assigns from and against any and all damages, losses, liabilities, actions, claims, suits, costs, penalties or expenses of any kind or nature whatsoever (including reasonable attorneys' fees and court costs) arising out of or in connection with the Company's gross negligence or willful misconduct in the performance of its duties under this Agreement.

11. Force Majeure.

The Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, either party shall be entitled to terminate this Agreement by giving notice in writing to the other party.

12. Compliance with Law.

Customer and its employees and other representatives shall comply with all federal, state, and local laws, statutes, regulations and ordinances.

13. Customer's Insurance.

During the Initial Term and any extension thereof, Customer shall maintain in full force and effect, with insurance carriers licensed in the state in which the Premises are located, commercial general liability insurance, with the Company named as an additional insured, with combined single limits of not less than \$1,000,000.

14. Waiver.

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

15. Assignment.

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this Section 15 is null and void. No assignment or delegation will relieve Customer of any of its obligations under this Agreement.

16. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

17. Amendment and Modification of Agreement.

The Agreement may only be amended or modified in a writing which specifically states that it amends the Agreement and is signed by an authorized representative of each party.

18. Termination.

In addition to any remedies that may be provided under these Terms, the Company may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

19. Governing Law.

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

20. Submission to Jurisdiction.

Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the state courts of Oakland County, Michigan or the federal courts sitting in the State of Michigan as applicable and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding, and irrevocably waives any objections either may have based on improper venue or forum non conveniens to the conducting of any proceeding in any such court.

21. Notices.

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Agreement for Disinfection Services or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email or other electronic transmission, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. Severability.

If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision.

23. Survival.

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Confidential Information, Non-Solicitation, Compliance with Law, Governing Law, Submission to Jurisdiction, and Survival.