GO GREEN PLUMBING, HEATING, AIR & ELECTRICAL

Limited Warranty, Terms and Conditions, Disclaimers, and Assumption of Risk

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Go Green Services, LLC, a North Carolina limited liability company doing business as Go Green Plumbing, Heating, Air & Electrical ("Go Green"), and the person or entity purchasing services ("Customer"), agree as follows. This document is incorporated into and forms part of every proposal, estimate, work authorization, and invoice issued by Go Green.

PART I — LIMITED WARRANTY

1. Scope and Exclusive Remedy

Go Green warrants its labor and the materials it furnishes against defects in workmanship and material for the applicable period stated below, measured from the Date of Completion.

Customer's sole and exclusive remedy under this Limited Warranty is repair or replacement of the defective labor or material, at Go Green's option. Go Green may, at its option, elect to refund the portion of the contract price allocable to the defective work in lieu of repair or replacement. No other remedy is available.

"Date of Completion" means the date Go Green completes the installation or repair. Where the work is subject to inspection by a governmental authority, the Date of Completion is the date of final approved inspection.

2. Warranty Periods

How coverage works. Go Green's warranty is one (1) year on parts and labor. Customers holding an active membership receive five (5) years on Covered Equipment, subject to the conditions in Section 2.2. Everything that is not Covered Equipment is one (1) year, with or without a membership.

Three types of work sit outside that structure and do not depend on membership: exterior sewer line replacements (Section 2.3), exterior water service line replacements (Section 2.4), and drain line stoppages (Section 2.5).

2.1 General Work — One (1) Year

All plumbing, heating, air conditioning, and electrical labor and materials not otherwise covered below are warranted for one (1) year from the Date of Completion. This includes all components that are not Covered Equipment under Section 2.2(a), regardless of whether Customer holds a membership and regardless of whether those components were installed as part of a job that included Covered Equipment.

2.2 Membership Accounts — Extended Equipment Warranty

The extended warranty protects equipment. It does not extend to the incidental components installed with it. Customers holding an active Go Green membership in good standing receive five (5) years of parts and labor coverage on Covered Equipment, measured from the Date of Completion. All other labor and materials — including everything listed in Section 2.2(b) — are warranted for one (1) year under Section 2.1, whether or not Customer holds a membership.

MEMBERSHIP DOES NOT WARRANT PRE-EXISTING EQUIPMENT. Extended coverage under this Section applies only to Covered Equipment that Go Green furnished and installed, and runs from the Date of Completion of that installation. A membership purchased for equipment Go Green did not install provides maintenance, inspection, and member benefits only. It does not create, extend, or restore any warranty on that equipment, regardless of the equipment's age or condition, and regardless of how long the membership is held.

Where Go Green repairs equipment it did not install, that repair is warranted for one (1) year under Section 2.1 as to Go Green's labor and the parts Go Green furnished. The repair does not place the equipment itself under warranty. If Go Green later replaces that equipment, extended coverage begins at the Date of Completion of the replacement and not before.

(a) Covered Equipment. The following, and only the following, are Covered Equipment:

Trade	Covered Equipment	Required Visits
HVAC — only as part of a complete system installation that includes replacement of the outdoor condenser or heat pump	Outdoor condenser or heat pump; indoor air handler or furnace; evaporator coil; packaged unit; ductless mini-split indoor and outdoor units; whole-house humidifier and indoor air quality equipment installed with the system	2 HVAC visits per year
Plumbing	Tank water heater; tankless water heater; well pump; water softener or conditioner; whole-house reverse osmosis system	1 plumbing visit per year
Electrical	Electrical panel, including breakers installed with it	1 electrical visit per year
Standby generator	Generator and its automatic transfer switch	Requires an active Generator Membership Agreement — see 2.2(f)

HVAC gate. HVAC Covered Equipment receives the five (5) year term only where installed as part of a complete system installation that includes replacement of the outdoor condenser or heat pump. Single-component replacements — air handler, coil, or condenser alone — and repairs receive one (1) year under Section 2.1, regardless of membership.

"HVAC System" means one air handler or furnace together with one heat pump or condenser, or one packaged unit.

Coverage attaches per enrolled unit. A membership covers one HVAC System and one water heater. Additional HVAC Systems and additional water heaters must each be enrolled in the membership at Go Green's then-current add-on rate to receive extended coverage and the maintenance visits that support it.

An HVAC System or water heater that is not enrolled receives one (1) year under Section 2.1, whether or not the Customer holds a membership covering other equipment, because Go Green does not perform the required maintenance visits on unenrolled units. Enrolling a unit after installation extends coverage prospectively only and does not restore time already elapsed.

(b) Not Covered Equipment. The following are not Covered Equipment and receive one (1) year under Section 2.1 even when installed as part of a job that includes Covered Equipment:

- **HVAC:** ductwork, plenums, transitions, registers and grilles, duct insulation, thermostats and controls, zone boards and dampers, line sets, condensate pumps and piping, disconnects, whips, equipment pads, filter racks. Humidifiers and indoor air quality equipment installed other than as part of a complete system installation are not Covered Equipment, and receive one (1) year under Section 2.1 regardless of membership.
- **Plumbing:** piping, valves, fittings, thermal expansion tanks, well pressure tanks, drain pans, T&P discharge lines, shutoffs, recirculation lines, sump pumps, sewage ejector pumps, fixtures, faucets, and disposals. Water treatment equipment other than the two systems listed in Section 2.2(a) is not Covered Equipment, including whole-house carbon, sediment, and ultraviolet systems, and all point-of-use equipment — under-sink, countertop, refrigerator, and faucet-mounted reverse osmosis units and filters, and their cartridges, membranes, and storage tanks.
- **Electrical:** wiring, conduit, raceway, devices, receptacles, switches, fixtures, grounding and bonding, meter bases, surge protection devices, and any circuit or component beyond the panel itself.

Extended coverage under this Section is conditioned on all of the following.

(c) Required maintenance visits. Customer must make the property, systems, and equipment reasonably available for the maintenance and inspection visits identified in the table above, completed within each twelve (12) month period following the Date of Completion.

Where a Customer has Covered Equipment in more than one trade, the visit requirement for each trade applies to the coverage for that trade. A missed HVAC visit does not affect coverage on a water heater, and the reverse.

Go Green will make at least two documented attempts to schedule each required visit. If Customer fails to complete a

required visit within sixty (60) days after the end of the applicable membership year, extended coverage for that trade is void and reverts to one (1) year on parts and labor from the original Date of Completion. Reversion is not cured by later completing a missed visit; reinstatement of extended coverage, if any, is at Go Green's sole discretion and applies prospectively only.

(d) Dues must remain current. Membership dues must be paid and current throughout the entire extended warranty period. Any lapse in membership voids extended coverage and reverts it to one (1) year on parts and labor from the original Date of Completion. If a lapsed membership is reinstated, extended coverage resumes prospectively only; time elapsed during the lapse is not credited, and coverage does not extend beyond five (5) years from the Date of Completion.

(e) Records and manufacturer coverage. Go Green's service records are the controlling record of scheduling attempts and completed visits. Extended coverage under this Section runs alongside, and does not replace, the manufacturer's warranty and its registration requirements under Section 4.

(f) Standby generators require a separate Generator Membership Agreement. The five (5) year extended warranty on standby generators and transfer switches is available only to Customers holding a current and active Go Green Generator Membership Agreement. A standard Go Green membership does not confer the five (5) year generator warranty.

Dues, service frequency, scope of covered maintenance, and all other terms of generator membership are governed by the Generator Membership Agreement rather than by Section 2.2(c). Customer must complete the maintenance visits that agreement requires; failure to do so, or lapse or cancellation of the Generator Membership Agreement, voids extended generator coverage and reverts it to one (1) year on parts and labor from the original Date of Completion.

Where the Generator Membership Agreement conflicts with this document as to generator maintenance obligations, dues, or service scope, that agreement controls. This document controls as to warranty scope, exclusions, limitation of liability, and dispute resolution.

2.3 Sewer Line Replacements (Exterior) — Twenty-Five (25) Years

New and replacement exterior sewer lines are warranted for twenty-five (25) years from the Date of Completion. Coverage is full for the entire term and is not prorated.

Septic systems excluded. This warranty covers only the sewer line itself as installed by Go Green. It does not cover any septic tank, distribution box, drainfield, leach field, pump, pump chamber, effluent filter, control panel, or other septic system component, whether or not Go Green connected to it, and does not cover conditions originating in or caused by a septic system. Septic system performance depends on soil conditions, system age, sizing, and maintenance outside Go Green's control.

2.4 Water Service Line Replacements (Exterior) — Ten (10) Years

New and replacement exterior water service lines are warranted for ten (10) years from the Date of Completion. Coverage is full for the entire term and is not prorated. Sections 3.1 through 3.3 apply to water service lines on the same terms as sewer lines.

2.5 Drain Line Stoppages — Thirty (30) Days, Conditional

Because drain line performance depends on factors outside Go Green's control, Go Green does not guarantee drain clearing unless a camera inspection is performed and the line is confirmed to be in sound working condition. Where a camera inspection confirms sound condition, the clearing is warranted for thirty (30) days from the date of service.

This thirty (30) day guarantee does not cover recurrence caused by: introduction of foreign objects, wipes, grease, food waste, feminine products, or other improper material; root intrusion; line collapse or displacement; or any condition disclosed or visible on the camera inspection.

3. Exterior Line Warranties — Transfer, Access, and Restoration

3.1 Transfer to Subsequent Owners

The exterior line warranties in Sections 2.3 and 2.4 may be transferred one time to a subsequent owner of the property, subject to all of the following:

(a) Written notice of transfer is delivered to Go Green within thirty (30) days of the closing date;

(b) Payment of Go Green's then-current transfer fee (currently $350.00); and

(c) Go Green reserves, but is not required to exercise, the right to perform a camera inspection of the line at the time of transfer.

If a transfer is not completed in accordance with this Section, the warranty terminates as of the closing date.

Transfer requests submitted more than thirty (30) days after closing may be accepted at Go Green's sole discretion, conditioned upon a camera inspection performed at the requesting party's expense.

This warranty may be transferred only once. It does not transfer on any subsequent conveyance of the property.

3.2 Excavation and Restoration

Where warranty work requires excavation, Go Green will perform the excavation, repair, backfill, compaction, rough grading, and seed and straw at no charge to Customer.

Go Green is not responsible for restoration of finish surfaces, including but not limited to: landscaping, plantings, sod, mulch, irrigation systems, hardscape, pavers, patios, driveways, walkways, concrete, asphalt, fencing, decking, retaining walls, or outbuildings. Restoration of these items is Customer's responsibility and expense.

Go Green's restoration obligation is benchmarked to conditions existing at the original Date of Completion, not to improvements made afterward.

3.3 Impracticable Access

Where improvements, structures, or alterations made to the property after the original Date of Completion render access to the line impracticable or materially more costly — including but not limited to slabs, foundations, additions, pools, decks, driveways, or mature hardscape placed over or near the line — Go Green may satisfy its warranty obligation in full by paying Customer the amount Go Green would have incurred to perform the repair with unobstructed access.

4. Manufacturer Warranties and Equipment Registration

Equipment and appliances furnished by Go Green are covered by the manufacturer's warranty according to its terms. Go Green warrants its installation labor as set forth above; Go Green is not the manufacturer and does not extend or modify manufacturer warranty terms. Go Green will assist Customer in submitting manufacturer warranty claims.

IMPORTANT — REGISTRATION REQUIRED. Many manufacturers, particularly HVAC manufacturers, require the equipment to be registered within 60 to 90 days of installation. Failure to register may reduce the manufacturer's warranty to a shorter base term. Registration is Customer's responsibility unless Go Green confirms in writing that it has completed registration on Customer's behalf.

5. Exclusions

This Limited Warranty does not cover, and Go Green is not responsible for:

(a) Vandalism, misuse, abuse, neglect, accident, or intentional damage;

(b) Acts of God, weather events, flooding, freezing, earthquake, ground movement, or other causes outside Go Green's reasonable control;

(c) Damage caused by any person other than Go Green or its authorized subcontractors;

(d) Work, repair, modification, alteration, or service performed on the installed system by anyone other than Go Green, or the installation of non-Go-Green-supplied parts or accessories. Any such work voids this warranty as to the affected system;

(e) Failure to perform, or permit Go Green to perform, manufacturer-required or recommended maintenance;

(f) Normal wear items, consumables, filters, and routine maintenance;

(g) Pre-existing conditions and any portion of a system not installed or replaced by Go Green. Equipment Go Green did not install is never Covered Equipment under Section 2.2, regardless of membership status or duration;

(h) Code changes or requirements enacted after the Date of Completion;

(i) Cosmetic or aesthetic conditions that do not affect function;

(j) Work performed on a "customer-supplied material" basis, as to the material itself.

5.1 Water Quality

Go Green does not warrant failures, damage, or required maintenance caused by water quality, including damage to screens, valves, check valves, pipe, fittings, tanks, heat exchangers, or any other component that is corroded, scaled, clogged, plugged, tarnished, restricted, or fouled by water conditions. This exclusion does not apply where water quality has been tested by Go Green and conditioned by a treatment system that Go Green has recommended, installed, and maintained throughout the applicable warranty period.

5.2 MOLD, FUNGI, BACTERIA, AND MICROBIAL GROWTH

GO GREEN IS NOT A MOLD ASSESSMENT, INDUSTRIAL HYGIENE, OR REMEDIATION CONTRACTOR. Go Green is not licensed, qualified, or engaged to inspect for, test for, assess, evaluate, or remediate mold, mildew, fungi, bacteria, spores, or other microbial growth, and performs no such services under this agreement.

GO GREEN DISCLAIMS ALL LIABILITY FOR MOLD, MILDEW, FUNGI, BACTERIA, SPORES, MICROBIAL GROWTH, OR ANY BODILY INJURY, ILLNESS, ALLERGIC REACTION, PROPERTY DAMAGE, REMEDIATION COST, CONTENTS LOSS, RELOCATION COST, OR DIMINUTION IN PROPERTY VALUE ARISING FROM OR RELATED TO ANY OF THEM, to the fullest extent permitted by law. This disclaimer applies whether the alleged growth is claimed to result from the work, from a condition existing before the work, or from any subsequent water intrusion.

Customer acknowledges that microbial growth requires sustained moisture over time, and that its development and severity depend substantially on how quickly water intrusion is detected, reported, and dried.

Nothing in this Section limits liability for bodily injury or death, or any liability that may not be limited under applicable law.

5.3 Water Intrusion — Customer's Duty of Prompt Notice and Mitigation

Customer must notify Go Green in writing within seventy-two (72) hours of discovering any water intrusion, leak, moisture, staining, or dampness in or near the area of Go Green's work. Written notice must be given by email, text message, or written delivery in accordance with Section 19. Telephone calls and voicemail alone are not sufficient. Customer should also call Go Green immediately about any active leak or water intrusion, and then confirm in writing as required by this Section.

Customer must also take reasonable and prompt steps to stop the water source, dry the affected area, and prevent further

damage, and must promptly notify Customer's own property insurance carrier.

Customer's failure to provide notice within the seventy-two (72) hour period, or failure to mitigate, is a complete defense to any claim to the extent the delay or failure caused or increased the damage. Customer agrees that any damage that develops or worsens after the notice period, and that reasonable mitigation would have prevented, is Customer's responsibility.

5.4 Existing Water Damage Discovered During Work

If Go Green observes existing water damage, staining, or suspected microbial growth during the course of its work, Go Green will document the condition and advise Customer in writing to engage a licensed mold assessment or remediation contractor. Go Green will not disturb, clean, treat, or remediate the condition, and assumes no responsibility for it. Proceeding with the work after such notice is at Customer's election and risk.

5.5 Partial System Replacement, Equipment Matching, and Humidity Control

(a) Partial replacements. Where Customer elects to replace only a portion of an HVAC system — including replacement of an air handler, evaporator coil, condenser, or heat pump alone — Customer acknowledges that the resulting combination may not be an AHRI-matched system, and that efficiency, capacity, dehumidification performance, and equipment life may be affected. Go Green does not warrant the performance, efficiency, latent (dehumidification) capacity, or compatibility of any combination that includes equipment Go Green did not furnish, and is not responsible for conditions arising from the mismatch, including elevated indoor humidity and any consequences of it.

Where Go Green has recommended full system replacement and Customer has elected a partial scope, that election is documented in the applicable proposal or a separate written acknowledgment, and Customer assumes the risks described in this Section.

(b) Existing components not replaced. Go Green's warranty extends only to equipment and materials it furnished and installed. Ductwork, plenums, transitions, registers, duct insulation, vapor barriers, line sets, refrigerant piping, thermostats, electrical supply, condensate piping downstream of Go Green's connection, and building components that Go Green did not replace are expressly excluded, as is any condition originating in them.

(c) Whole-building humidity. Indoor humidity depends on the building envelope, insulation, vapor barriers, crawlspace and attic conditions, ventilation, air sealing, occupant behavior, and equipment sizing relative to actual load. Go Green does not warrant whole-building humidity levels and is not responsible for conditions attributed to them, except to the extent directly caused by a defect in Go Green's own labor or furnished equipment.

(d) Load calculation and sizing. Where Customer declines a Manual J load calculation, or directs Go Green to install specific equipment or capacity, Go Green does not warrant that the equipment is correctly sized for the structure.

5.6 ASBESTOS, LEAD, AND HAZARDOUS MATERIALS

GO GREEN IS NOT AN ASBESTOS OR LEAD ABATEMENT CONTRACTOR and is not licensed, qualified, or engaged to test for, assess, handle, abate, or dispose of asbestos, lead-based paint, or other hazardous materials. No such services are included in any proposal.

Customer acknowledges that structures built before 1980 commonly contain asbestos in pipe wrap, duct insulation, boiler and furnace insulation, mastic, floor tile, and joint compound, and lead in paint and in plumbing solder and fixtures.

If Go Green encounters or suspects asbestos, lead, or other hazardous material, Go Green will stop work in the affected area, notify Customer, and will not disturb, remove, or disposition the material. Work will not resume until Customer has engaged a properly licensed abatement contractor and provided documentation of clearance. Resulting delays extend Go Green's performance dates, and any additional cost is Customer's responsibility by written change order.

Go Green disclaims all liability for the presence of, exposure to, or disturbance of asbestos, lead, or other hazardous

materials, and for any bodily injury, illness, property damage, abatement cost, or testing cost arising from them, except to the extent directly caused by Go Green's own negligence or willful misconduct. Customer agrees to disclose any known presence of hazardous material before work begins.

Nothing in this Section limits liability for bodily injury or death, or any liability that may not be limited under applicable law.

Scope limit. Where abatement or remediation of pre-existing hazardous material becomes necessary in connection with repair of damage attributable to Go Green, Go Green's responsibility is limited to the area actually affected by its work and by the resulting damage. Go Green is not responsible for abatement, testing, or remediation that Customer, an inspector, an insurer, or any authority elects to extend to other areas, systems, or portions of the structure, or for abatement performed for reasons independent of Go Green's work.

Betterment. Abatement of pre-existing hazardous material improves the property beyond its condition before the loss. Customer is responsible for the portion of any abatement or remediation cost representing betterment — the increase in the property's value or the extension of its useful life resulting from removal of a condition that existed before Go Green's work. This Section allocates cost between the parties and does not affect Go Green's obligation to repair damage it caused.

5.7 Existing Electrical Systems

Go Green's warranty covers only the electrical work and components it installed. Existing wiring, branch circuits, service entrance, grounding and bonding, panels, breakers, and devices that Go Green did not replace are excluded, as is any condition originating in them.

Customer acknowledges that older structures may contain aluminum branch circuit wiring, ungrounded circuits, knob-and-tube wiring, undersized services, or electrical panels subject to manufacturer recall or known defect. Go Green does not warrant the safety, capacity, or condition of any such existing system, and connecting new work to an existing system does not extend any warranty to that system. Where Go Green identifies such a condition, it will advise Customer in writing; correction is quoted separately and is Customer's election.

5.8 Vacant, Unoccupied, and Seasonal Properties

Customer is responsible for protecting the property and its plumbing and HVAC systems whenever the property is vacant, unoccupied, or seasonally unused, including: maintaining adequate heat during freezing conditions; winterizing or draining systems where heat is not maintained; shutting off the main water supply when the property will be unattended for an extended period; and arranging periodic inspection of the property.

Go Green is not responsible for freeze damage, water damage, or resulting microbial growth occurring while the property is vacant, unoccupied, or seasonally unused, or resulting from failure to maintain heat or shut off water. The seventy-two (72) hour notice requirement in Section 5.3 applies regardless of occupancy, and Customer's arrangement for periodic inspection is a factor in determining when a condition should reasonably have been discovered.

5.9 Consumables and Equipment-Specific Maintenance

Extended warranty terms under Section 2.2 cover defects in workmanship and materials. They do not cover consumable items, routine maintenance, or damage resulting from failure to perform it. The following are excluded and are Customer's responsibility:

FILTERS OF EVERY KIND ARE CONSUMABLES. Air filters, water filters, cartridges, membranes, media, and screens are never supplied or replaced under any Go Green warranty, at any coverage tier, on any equipment. Their purchase, replacement, and replacement schedule are Customer's sole responsibility, and damage resulting from a fouled, clogged, or unreplaced filter is excluded.

(a) Standby generators. Engine oil, oil and air filters, spark plugs, belts, hoses, coolant, and starting batteries — except

to the extent expressly covered by the Generator Membership Agreement. Customer must ensure an adequate and uninterrupted fuel supply, permit the unit to complete its automatic exercise cycle, and keep the unit clear of snow, vegetation, and stored material. Damage resulting from fuel starvation, fuel contamination, improper fuel pressure supplied by others, a disabled exercise cycle, or a failed or depleted battery is excluded. Utility-side or propane-supplier issues are not Go Green's responsibility.

(b) Water heaters. Anode rods and thermostats depleted through normal use are consumables and are excluded.

Flushing and descaling are performed by Go Green as part of the annual plumbing maintenance visit under Section 2.2(c), for both tank and tankless units, on each water heater enrolled in the membership. Customer's obligation is to permit that visit. If Customer fails to complete the required annual visit, the extended term reverts under Section 2.2(c), and Customer is thereafter responsible for flushing and descaling at the manufacturer's recommended intervals; failure to do so voids any remaining coverage on the unit.

Water heaters that are not enrolled in the membership are not flushed or descaled by Go Green, and Customer is responsible for that maintenance on those units.

Thermal expansion control is required where a closed system exists; damage resulting from the absence or failure of a thermal expansion device not supplied by Go Green is excluded.

(c) Water treatment equipment. Salt, resin, media, filters, cartridges, membranes, and sanitizing are consumables and are excluded.

Go Green does not supply, replace, or service these items as part of any membership maintenance visit. The annual plumbing maintenance visit under Section 2.2(c) does not include salt fill, media replacement, cartridge or membrane replacement, or resin bed service. Customer must maintain salt and media at manufacturer-specified levels and replace filters, cartridges, and membranes at the manufacturer's recommended intervals, at Customer's own cost and arrangement.

Damage resulting from running the unit dry of salt or media, from salt bridging or mushing, from use of a salt type not recommended by the manufacturer, from failure to replace filters or membranes on schedule, from bypassing the unit, or from feed water outside the unit's rated specifications is excluded. Reverse osmosis membrane life is consumable and is not a defect.

(d) Electrical panels. Loads added by others, circuits and devices not installed by Go Green, and any condition described in Section 5.7.

(e) HVAC. Filters, belts, refrigerant lost through a leak in components not installed by Go Green, condensate line clearing beyond Go Green's connection, and any condition described in Section 5.5.

Where required maintenance is performed as part of a scheduled membership visit under Section 2.2(c), Go Green's service record is evidence of its completion.

6. Warranty Service — Conditions

6.1 Notice and Opportunity to Cure

Customer must give Go Green written notice of any alleged defect, and a reasonable opportunity — not less than ninety (90) days — to inspect the condition and, if covered, repair it, before commencing any legal proceeding, mediation, or claim of any kind against Go Green. Customer must provide reasonable access to the property for this purpose. Failure to comply with this Section is a complete defense to any such claim.

(a) Emergency exception. Nothing in this Section prevents Customer from taking immediate action reasonably necessary to prevent imminent property damage, personal injury, or a health hazard. Where Customer takes such action, Customer must still provide written notice to Go Green as soon as practicable, and the cure period runs from the date of that notice as to any remaining unresolved condition.

(b) Tolling. Any applicable statute of limitations, statute of repose, or contractual limitations period is tolled for the duration of the cure period and any mediation conducted under Section 18.2. Neither party's rights are prejudiced by the delay this Section requires.

(c) Repair timeline. This Section establishes a pre-suit notice period, not a repair deadline. Where a covered repair reasonably requires longer than ninety (90) days to complete — including work dependent on excavation, permitting, inspection, weather, or material lead times — Go Green's diligent performance within a reasonable time satisfies its obligation.

6.2 Unpaid Balances

Go Green may decline warranty service to any Customer with an open, past due, or unpaid balance. Warranty periods continue to run during any such suspension.

6.3 Hours of Operation

Go Green performs warranty service during normal business hours. After-hours warranty service is available at Customer's request and may incur dispatch fees and after-hours rates.

6.4 Invalid Claims

If Customer requests warranty service and the condition is not covered by this Limited Warranty, Customer is responsible for dispatch fees, diagnostic fees, labor, materials, and all related charges at Go Green's then-current rates.

6.5 Modification of Warranty Terms

Go Green may revise these warranty terms at any time. Revisions apply prospectively only, to work sold after the revision's effective date. No revision reduces coverage for work already completed. Any change to the warranty applicable to a specific completed job must be in writing and signed by both parties.

7. Limitation of Implied Warranties

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER IMPLIED WARRANTIES, ARE LIMITED IN DURATION TO THE DURATION OF THE APPLICABLE WRITTEN WARRANTY PERIOD SET FORTH IN SECTION 2 ABOVE.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

This is a Limited Warranty as that term is defined under the federal Magnuson-Moss Warranty Act.

8. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, GO GREEN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE WORK OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: LOSS OF USE, LOSS OF RENTS OR RENTAL VALUE, LOSS OF INCOME OR PROFITS, BUSINESS INTERRUPTION, RELOCATION OR TEMPORARY HOUSING COSTS, DIMINUTION IN PROPERTY VALUE, OR LOSS OF DATA — WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF GO GREEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GO GREEN'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO

THE WORK SHALL NOT EXCEED THE GREATER OF (A) THE CONTRACT PRICE PAID BY CUSTOMER FOR THE WORK GIVING RISE TO THE CLAIM, OR (B) THE PROCEEDS ACTUALLY AVAILABLE AND PAYABLE UNDER GO GREEN'S APPLICABLE INSURANCE POLICIES FOR THE PARTICULAR CLAIM.

FOR PURPOSES OF SUBSECTION (B), WHERE A CLAIM FALLS UNDER A SUBLIMIT, ENDORSEMENT, OR RESTRICTED COVERAGE GRANT — INCLUDING BUT NOT LIMITED TO ANY FUNGI, MOLD, BACTERIA, OR POLLUTION SUBLIMIT — "PROCEEDS ACTUALLY AVAILABLE AND PAYABLE" MEANS THE AMOUNT AVAILABLE UNDER THAT SUBLIMIT, NOT THE POLICY'S GENERAL LIMIT. CUSTOMER ACKNOWLEDGES THAT GO GREEN'S INSURANCE MAY CONTAIN SUBLIMITS AND EXCLUSIONS, AND THAT GO GREEN DOES NOT AGREE TO FUND ANY AMOUNT ABOVE APPLICABLE COVERAGE.

NOTHING IN THIS SECTION LIMITS LIABILITY FOR BODILY INJURY, DEATH, OR ANY LIABILITY THAT MAY NOT BE LIMITED UNDER APPLICABLE LAW.

8.1 Repair of Damaged Property — Matching, Uniformity, and Discontinued Materials

Where Go Green is responsible for repairing damage to Customer's property, the following apply.

(a) Repair is limited to the affected area. Go Green's obligation is to repair the area actually damaged. Go Green is not responsible for removing, replacing, or refinishing undamaged material in order to achieve a uniform appearance.

(b) No matching guarantee. Materials age, fade, wear, and are discontinued. Go Green does not guarantee and is not responsible for achieving an exact or near match of color, pattern, grain, texture, dye lot, sheen, finish, or age between replacement material and existing material, and is not responsible for a material being discontinued, unavailable, or no longer manufactured.

(c) Customer election to replace beyond the affected area. Where an exact match is unavailable and Customer elects to replace material beyond the damaged area — an entire floor, run, wall, or room — that election is Customer's, and the cost attributable to the undamaged portion is Customer's responsibility. Go Green's contribution is limited to the reasonable cost of repairing the affected area.

(d) Betterment. Where repair or replacement leaves Customer with material newer, larger in area, or of greater value or remaining useful life than what existed before the loss, Customer is responsible for the portion of the cost representing that betterment.

(e) Measure. Go Green's liability for damage to property is limited to the lesser of the reasonable cost of repairing the affected area or the diminution in the property's fair market value attributable to the damage.

(f) Customer-retained materials. Customer must make available to Go Green any retained matching or attic-stock material in Customer's possession. Customer's failure to do so does not increase Go Green's obligation.

This Section allocates cost between the parties. It does not relieve Go Green of its obligation to repair damage attributable to its work.

8.2 Pre-Existing Defects Revealed During Work or Repair

Go Green has no duty to inspect for, discover, evaluate, or report latent structural, framing, foundation, drainage, construction, or code defects, and does not perform structural or code inspections. Nothing in this agreement makes Go Green responsible for the condition of the structure it works within.

(a) Pre-existing defects remain Customer's responsibility. Where work or repair reveals a pre-existing structural, framing, foundation, moisture, construction, or code deficiency — including work performed by a prior builder, contractor, or owner — that condition and the cost of correcting it are Customer's responsibility. This applies whether the condition is revealed during contracted work or while repairing damage attributable to Go Green.

(b) Code corrections triggered by exposure. Where exposure of a pre-existing condition causes an inspector or authority to require correction, alteration, or upgrade, that requirement attaches to the property and is Customer's responsibility. Go Green's obligation remains limited to repairing the area it damaged and restoring it to its condition immediately before the loss.

(c) Stop and notify. On discovering a condition described in this Section, Go Green will stop work in the affected area, document the condition, and notify Customer. Work resumes when Customer has arranged correction by an appropriately licensed contractor or has directed Go Green in writing to proceed. Resulting delays extend Go Green's performance dates, and any additional work by Go Green is quoted by written change order.

(d) Contributing cause preserved. Where a pre-existing condition caused or increased the damage, Go Green's responsibility is reduced to the extent of that contribution.

(e) Relationship to Section 11. Sections 11.2 and 11.3 govern concealed conditions and code-required work encountered during contracted work. This Section applies the same allocation to conditions revealed while repairing damage attributable to Go Green.

8.3 Personal Property and Contents Claims

Where Customer claims damage to personal property or contents, the following apply as conditions of any such claim.

(a) Customer's property insurance is primary. Customer must first submit the claim to Customer's homeowner's, renter's, or property insurance carrier, provide a copy of this agreement to that carrier, and pursue the claim to the fullest extent available. Go Green's responsibility, if any, is excess to available coverage.

(b) Written itemization required. Customer must deliver a written, itemized statement of claimed items to Go Green within thirty (30) days of the loss, identifying each item, its age, its purchase price, and the nature of the damage claimed. Items not itemized within that period are excluded.

(c) Proof of ownership and value. Customer must provide reasonable documentation of ownership and value — receipts, photographs, serial numbers, appraisals, or account records. Claims for items without such documentation are limited to reasonable actual cash value as determined by Go Green's insurer or a neutral adjuster.

(d) Preservation and right of inspection. Customer must preserve all items claimed to be damaged, in the condition in which they were found, and make them available for inspection by Go Green and its insurer before repair, cleaning, replacement, or disposal. Reasonable access to the affected area must be provided for inspection and moisture assessment. Items disposed of, repaired, replaced, or made unavailable before Go Green has had a reasonable opportunity to inspect them are excluded from any claim.

(e) Actual cash value. Personal property claims are valued at actual cash value — replacement cost less depreciation for age, wear, and condition — not at replacement cost or original purchase price.

(f) High-value and specialty items. Go Green is not responsible for damage to jewelry, watches, furs, designer goods, fine art, antiques, collectibles, currency, precious metals, securities, irreplaceable documents, or similar high-value items unless their presence and location were disclosed to Go Green in writing before work began and Go Green accepted the risk in writing. Customer is responsible for removing or protecting such items from work areas.

(g) Electronics and data. Go Green is not responsible for data, software, media, or stored content on any device, or for any device Customer continued to use or attempted to power on after exposure to moisture.

(h) Duty to protect. Customer is responsible for removing or protecting personal property from work areas and from areas Go Green has identified as affected. Items Customer failed to remove or protect after being advised to do so are excluded.

PART II — TERMS AND CONDITIONS

9. Payment

9.1 Deposits. Go Green generally does not require deposits or advance payment. Payment is due upon completion (C.O.D. / Net 0) unless otherwise specified in writing.

9.2 Progress Billing. Progress billing may apply based on the size and scope of the work — typically jobs of three (3) or more days' duration, or where multiple inspections are required. Each progress invoice is due upon completion of that portion of the work. No further work or warranty service will be performed while any invoice is past due.

9.3 Retainage. Customer agrees not to withhold retainage or any amount due between billing cycles or from the final invoice.

9.4 Credit Card Payments. Go Green may add a surcharge of 3.0% to invoices of $7,500.00 or more paid by credit card. This surcharge applies to credit card transactions only and is not applied to debit card transactions, regardless of how processed. The surcharge does not exceed Go Green's cost of acceptance. The applicable amount will be disclosed before the transaction is completed and itemized on the receipt.

9.5 Late Fees. A finance charge of 1.5% per month, or a late fee of $35.00, whichever is greater, will be added to balances remaining unpaid thirty (30) days after the invoice date, and again at each thirty (30) day interval thereafter. In no event will the combined late fee and finance charge assessed in any month exceed 10% of the then-outstanding balance.

9.6 Returned Payments. Returned check and returned payment fees are Customer's responsibility, charged at a minimum of $50.00 per occurrence.

9.7 Collection Expenses. Customer agrees to pay all costs of enforcing this agreement and of collection, including court costs, expenses, and reasonable attorney's fees, subject to and in accordance with N.C. Gen. Stat. § 6-21.2.

10. Lien Rights

Go Green retains all lien rights available under Chapter 44A of the North Carolina General Statutes. Customer agrees to designate a lien agent where required by law and to promptly provide Go Green with the lien agent's name and contact information upon request. Customer's failure to provide this information does not waive or limit Go Green's lien rights.

11. Cancellation and Change Orders

11.1 Cancellation of a Signed Proposal. Upon cancellation of a signed proposal, Customer is responsible for special order materials, freight charges, and restocking fees actually incurred. This Section does not apply to any cancellation made within the cancellation period described in Section 12, and is subject to all applicable law.

11.2 Concealed and Unknown Conditions. Conditions concealed behind finished surfaces, below grade, or otherwise not reasonably discoverable at the time of proposal are excluded from the contract price. If such conditions are encountered, Go Green will notify Customer and provide a written change order before proceeding with the additional work.

11.3 Permits, Inspections, and Code Upgrades. Where an inspector or governmental authority requires work beyond the agreed scope, including code-mandated upgrades to existing systems, that work is excluded from the contract price and will be quoted by written change order.

11.4 Excluded Work. See the exclusions stated in the applicable proposal, estimate, or invoice. Additional excluded work performed at Customer's request will be charged separately. Work by other trades — landscapers, general

contractors, masons, and others — may be required and is Customer's responsibility.

11.5 Proposal Validity and Price Escalation. All proposals and estimates expire thirty (30) days from the date issued. Go Green may extend or reinstate a proposal in writing at its sole option. Customer's signature or approval after expiration does not bind Go Green unless Go Green confirms acceptance in writing.

Where equipment or material costs, tariffs, or supplier pricing increase materially between acceptance and installation, Go Green will notify Customer in writing and either requote or proceed by written change order. Customer may cancel without penalty in response to such a notice, subject to Section 11.1.

11.6 Site Access, Trip Charges, and Site Conditions. Customer must provide safe and unobstructed access to all work areas at the scheduled time, including unlocking gates and structures, confining pets, clearing crawlspaces, attics, mechanical closets, and equipment areas, and ensuring an adult authorized to approve work is present or has arranged access.

If Go Green is unable to access the property or perform the scheduled work due to Customer's failure to provide access, Go Green may charge a trip fee at its then-current rate. The same applies where work must be suspended because access areas are obstructed, unsafe, or require clearing that was not included in the scope.

Go Green is not responsible for moving, storing, or protecting Customer's stored property, furnishings, or belongings in work areas, and is not responsible for damage to items Customer failed to remove after being asked to do so.

12. RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION BELOW FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF CANCELLATION

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, send a signed and dated written notice — or any other written notice stating that you are cancelling — to Go Green at any of the following, not later than midnight of the third business day following the date of this transaction:

Email: hello@gogreenplumb.com
Text: 336-252-2999
Mail or deliver to: Go Green Plumbing, Heating, Air & Electrical, 300 Pomona Drive, Greensboro, NC 27407

You do not need to use a particular form. An email or text message stating that you wish to cancel is sufficient. Notice is effective when sent.

I HEREBY CANCEL THIS TRANSACTION.

Signature: _____ Date: _____

Emergency repair waiver: where Customer requests immediate performance to address a bona fide emergency, Customer may waive the cancellation right by a separate, handwritten, signed statement describing the emergency, as permitted under the applicable rule.

PART III — DISCLAIMERS AND AGREEMENTS

13. Photography, Video, and Media

(a) Consent to capture. Customer consents to Go Green photographing and video recording the property, the work area, the equipment, existing conditions, and the work performed, before, during, and after the work. Customer acknowledges that Go Green does so as a routine part of its business and that these records form part of Go Green's job file.

(b) Documentation and business records. Photographs and recordings are Go Green's business records and its property. Go Green may retain and use them for job documentation, quality control, training, warranty administration, insurance, and legal purposes without limitation.

(c) Defense of claims and disputes. Go Green may use, disclose, and publish photographs and recordings as necessary to document work performed, to establish existing or pre-existing conditions, and to defend, prosecute, or resolve any claim, dispute, warranty matter, insurance claim, collection action, chargeback, or legal proceeding.

(d) Response to public statements. Where Customer or anyone acting on Customer's behalf makes a public statement about Go Green or the work — including a review, rating, social media post, or complaint to a public body — Go Green may publicly respond, and may publish photographs, recordings, and records of the work as part of that response, to the extent reasonably necessary to address the statement.

(e) Marketing license. Customer grants Go Green a perpetual, royalty-free license to use photographs and recordings in marketing and media produced or contracted by Go Green, including brochures, print materials, websites, review platforms, television, and social media.

(f) Withdrawal is limited to marketing. Customer may withdraw the marketing license in subsection (e) at any time by written notice. Withdrawal applies prospectively, does not require Go Green to recall materials already published, and does not affect Go Green's rights under subsections (b), (c), or (d), which survive withdrawal and termination of this agreement.

(g) Identifying information. Go Green will not publish images identifying Customer by name or street address, or images of identifiable persons, in marketing materials under subsection (e) without separate written permission. This limitation does not apply to subsections (c) or (d).

(h) Third-party use prohibited. No person or organization not affiliated with Go Green may use, copy, alter, or modify Go Green's photographs, graphics, videography, or similar reproductions without advance written permission from an authorized Go Green representative.

14. Proprietary Pricing Information

(a) Pricing is job-specific. Customer acknowledges that Go Green's price for any job reflects factors specific to that job, including scope of work, existing conditions, equipment selected, materials and their availability, site and equipment access, code and permit requirements, structural and mechanical conditions, warranty coverage, timing, and after-hours or emergency response. **Customer acknowledges that prices are therefore not comparable between jobs, and that a price stated without its accompanying scope of work does not represent the work performed.**

(b) Proprietary business information. Go Green's rate structures, pricing books, labor rates, markup schedules, and proposal documents are proprietary business information developed at Go Green's expense. **Customer agrees not to publish, redistribute, or disclose them to any third party for commercial or competitive purposes**, including to any competitor of Go Green, without Go Green's written consent.

(c) Customer's rights are not restricted. This Section does not restrict Customer from discussing Customer's own experience with Go Green; stating what Customer paid; posting a review, rating, or public comment; sharing documents

with Customer's insurer, attorney, accountant, lender, spouse, or a prospective purchaser of the property; or making any disclosure required by law. **Nothing in this agreement conditions any price, discount, warranty, or service on Customer refraining from reviewing or commenting on Go Green.**

(d) Go Green's right to respond. Where Customer discusses pricing publicly, Go Green may respond publicly with the corresponding scope of work and job records, as provided in Section 13(d).

15. Recorded Communications

Communications with Go Green may be monitored and recorded for quality assurance, training, and record-keeping. Go Green may use such recordings in connection with billing disputes, warranty claims, collection efforts, and legal proceedings.

16. Assumption of Risk — Excavation Work

Customer understands and acknowledges that it is impossible to determine fully in advance all of the effects of underground excavation work. Customer expressly assumes all risks inherent to and associated with excavation work on the property, including but not limited to: damage to roots, trees, shrubs, and other plantings; disturbance of unidentified or unmarked underground structures, utilities, or items; disturbance of private underground electrical, irrigation, gas, or low-voltage lines; disturbance to concrete, asphalt, or hardscape; effects on landscaping; effects on neighboring properties; and other results of or related to the excavation work.

Customer agrees to make every reasonable effort to identify and warn Go Green of any latent dangers, private utilities, or known conditions on the property before work begins.

Property boundaries and authority. Customer represents that the work area is located on Customer's property and that Customer has full authority to authorize excavation there. Customer is responsible for identifying property lines, easements, rights-of-way, and setbacks, and for advising Go Green of them before work begins. Go Green does not survey, does not determine property boundaries, and is entitled to rely on Customer's direction as to where work is to be performed. Where the location of a boundary is uncertain, Customer is responsible for obtaining a survey.

Adjoining property and neighbors. Where work is performed near a property boundary, Customer is responsible for notifying adjoining owners and for obtaining any consent or access rights required. Customer acknowledges that excavation near a boundary may affect vegetation, roots, drainage, or improvements on adjoining property, including trees whose roots extend into the work area, and that root systems are not visible or mappable before excavation.

Customer assumes responsibility for claims brought by adjoining owners, neighbors, homeowners associations, or other third parties arising from work Go Green performed at Customer's direction, on the terms set out below.

Customer agrees to defend and indemnify Go Green against claims arising out of the excavation work — including claims brought by adjoining property owners, neighbors, or other third parties who are not parties to this agreement — EXCEPT to the extent such claims arise from the negligence or willful misconduct of Go Green, its employees, agents, or subcontractors. This Section is intended to comply with N.C. Gen. Stat. § 22B-1 and shall be construed and enforced to the maximum extent permitted by that statute.

Customer agrees to tender any claim resulting from excavation work to Customer's liability insurance carrier, provide a copy of this agreement to that carrier, and pursue that claim to the fullest extent available.

17. Force Majeure

Go Green is not liable for delay or failure to perform caused by events beyond its reasonable control, including weather, natural disaster, labor disputes, supply chain disruption, material shortages, utility interruption, permitting or inspection delays, epidemic, or governmental action. Performance dates are extended for the duration of the event.

PART IV — DISPUTE RESOLUTION AND GENERAL PROVISIONS

18. Dispute Resolution

18.1 Notice and Cure First. Section 6.1 is a condition precedent to any claim by Customer.

18.2 Mediation Required Before Suit. Following expiration of the cure period, Customer must submit any unresolved dispute to non-binding mediation before a mediator certified by the North Carolina Dispute Resolution Commission before commencing litigation. Mediation fees are shared equally. This Section does not apply to Go Green's actions for collection of amounts due, enforcement of lien rights, or any action within the jurisdiction of the North Carolina small claims (magistrate) courts.

18.3 Governing Law and Venue. This agreement is governed by the laws of North Carolina, without regard to choice-of-law rules. Guilford County, North Carolina is the sole and exclusive venue for any legal action.

18.4 JURY TRIAL WAIVER. CUSTOMER AND GO GREEN EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WORK. THIS WAIVER IS A MATERIAL INDUCEMENT TO GO GREEN'S AGREEMENT TO PERFORM THE WORK.

18.5 CLASS ACTION WAIVER. CUSTOMER AGREES TO BRING ANY CLAIM AGAINST GO GREEN SOLELY IN CUSTOMER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

19. Notices

19.1 Notices to Go Green. Wherever this agreement requires Customer to give written notice — including warranty transfer under Section 3.1, water intrusion under Section 5.3, and notice and cure under Section 6.1 — notice must be delivered by email, by text message, or by mail or personal delivery to:

Go Green Plumbing, Heating, Air & Electrical
300 Pomona Drive
Greensboro, NC 27407
Email: hello@gogreenplumb.com
Text: 336-252-2999

A telephone call or voicemail to the number above is not written notice. A text message to that number is.

19.2 Notices to Customer. Go Green may give notice to Customer at any mailing address, email address, or mobile number Customer has provided. Customer is responsible for keeping that contact information current.

19.3 Method and Effective Date. Written notice to Go Green may be given by email to the address above, by text message to the number above, by personal delivery, by U.S. mail, or by commercial courier. Notice is deemed received: on delivery, if personally delivered or couriered; three (3) business days after mailing, if by U.S. mail; and on transmission, if by email or text message sent during normal business hours, or on the next business day if sent outside them.

Telephone calls and voicemail do not constitute written notice under any provision of this agreement. A service call placed to Go Green's dispatch does not by itself satisfy a written notice requirement, though Go Green may elect to treat it as notice.

Emergency conditions. Nothing in this Section discourages Customer from telephoning Go Green immediately about an active leak, water intrusion, or other emergency. Customer should call, and then confirm in writing as required by Section 5.3.

19.4 Retention. Each party is responsible for retaining proof of notices it sends.

20. Acceptance of Terms

20.1 How This Agreement Is Accepted. Customer accepts this agreement by any of the following: signing or electronically approving a Go Green proposal, estimate, work authorization, or invoice that references these terms; authorizing Go Green to begin work; or permitting Go Green to perform work at the property.

20.2 Electronic Signatures and Records. The parties consent to conduct this transaction electronically. Electronic signatures, electronic approvals, and electronically transmitted documents have the same legal effect as handwritten signatures and paper records under the federal E-SIGN Act and the North Carolina Uniform Electronic Transactions Act.

20.3 Controlling Version. The version of these terms in effect on the date of Customer's acceptance governs the work, and is identified by the version number and effective date in the header. Go Green will provide a copy of the controlling version on request.

20.4 Order of Precedence. Where the applicable proposal, estimate, or work authorization conflicts with this document, the proposal, estimate, or work authorization controls as to scope, price, and schedule; this document controls as to warranty, liability, and dispute resolution.

21. General Provisions

21.1 Entire Agreement. This document, together with the applicable proposal, estimate, work authorization, and invoice, constitutes the entire agreement between Customer and Go Green with respect to the work, and supersedes all prior or contemporaneous agreements, oral or written. Neither party is relying on any representation or promise not expressly set forth in these documents.

21.2 Severability. If any provision is held invalid, void, or unenforceable, that holding does not affect the enforceability of the remaining provisions. Any provision held overbroad shall be enforced to the maximum extent permitted by law rather than struck.

21.3 Assignment. Customer may not assign this agreement or any warranty except as expressly permitted in Section 3.1. Go Green may assign this agreement in connection with a sale or reorganization of its business.

21.4 No Third-Party Beneficiaries. This agreement is for the benefit of Customer and Go Green only. No other person or entity has rights under it.

21.5 No Waiver. Go Green's failure to enforce any provision is not a waiver of that provision or of any other provision.

21.6 Headings. Section headings are for convenience only and do not affect interpretation.

21.7 Survival. Sections 5.2, 5.3, 5.6, 5.8, 5.9, 7, 8, 13, 14, 16, 18, 19, 20, and 21 survive completion of the work and termination of this agreement.