

GO ELECTRIC CHARGERS, LLC
EC#13013555

SERVICE AND INSTALLATION AGREEMENT

This Service and Installation Agreement (this “Agreement”) is entered into by and between Go Electric Chargers, LLC, a Florida limited liability company (the “Company”), and the individual or entity accepting a proposal, estimate, work order, or invoice issued by the Company (the “Client”). The Company and the Client may each be referred to herein individually as a “Party” and collectively as the “Parties.”

This Agreement becomes effective on the date that the Client electronically accepts, signs, or otherwise authorizes any proposal, estimate, work order, or invoice issued by the Company (the “Effective Date”).

By accepting any such proposal, estimate, work order, or invoice, the Client acknowledges that they have read, understand, and agree to be bound by the terms and conditions of this Agreement.

In consideration of the mutual covenants and terms contained in this Agreement, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Work. Pursuant to the terms and conditions of this Agreement, the Company agrees to provide electrical contracting services as specifically described in one or more written proposals, estimates, work orders, or invoices issued by the Company and accepted by the Client (each a “Proposal”) (the “Project”). The Proposal shall control the specific scope, pricing, and deliverables for the Project.

The Company’s services primarily consist of the installation of electric vehicle charging equipment; however, when expressly included in the applicable Proposal, the Project may also include the obtaining of required permits where applicable, as well as related electrical work—such as electrical outlets, branch circuits, panel modifications or upgrades, generator interlock devices, and other ancillary electrical improvements.

2. Payment. The Client agrees to pay the Company the total amount(s) set forth in the applicable Proposal(s) for the Project (the “Project Cost”). The Project Cost shall be payable in accordance with the payment terms stated in the applicable Proposal, invoice, or Change Order, which may include, without limitation, an initial deposit due upon acceptance of the Proposal and the remaining balance due upon substantial or final completion of the Project, unless otherwise stated in writing.

The Company reserves the right to suspend or terminate work if payment is not made in accordance with the agreed payment terms.

3. Amendments and Change Orders. Client may from time to time order changes in the work, which will be authorized by a written Change Order executed by the Client. The Client will be responsible for payment of the reasonable cost of any such changes. Additionally, from time to time the Company may require the Client to execute a Change Order as a result of unknown site conditions that may arise or require necessary modifications to the scope of work during the performance of the work, which may include, but are not limited to any hidden, concealed, unforeseeable conditions, and code violations that must be repaired or corrected resulting in a Change Order to the work. The Client hereby acknowledges that there is an inherent risk of additional work that must be performed due to unknown conditions that are not foreseeable by the Company, and the Client's failure or refusal to execute Change Orders will be deemed a breach of this Agreement, entitling Contractor to terminate the Agreement at no fault.

3(a). Known Site Conditions & Code Compliance Disclaimer.

Client acknowledges and agrees that the Company's scope of work is based on visible and reasonably accessible conditions at the property at the time of estimating. Existing electrical systems, structural elements, and prior workmanship may contain concealed, non-code-compliant, unsafe, or otherwise deficient conditions that are not discoverable until work has commenced or inspection is performed.

Client further acknowledges that compliance with applicable building codes, electrical codes, utility requirements, and inspection standards may require additional work, materials, or modifications not included in the original scope. Any such additional work shall require a written Change Order and shall be performed at Client's expense.

The Company shall not be responsible for correcting or upgrading existing non-compliant conditions unless expressly included in the scope of work.

4. Contract Documents. The contract documents consist of this Agreement, along with any drawings, specifications, addenda, and proposals issued prior to the execution of this Agreement, and any other document referenced in this Agreement along with any change orders or modifications that have been made in writing after the execution of this Agreement (the "Contract Documents")

5. Term. This Agreement shall commence as of the Effective Date and shall continue in full force and effect until all obligations of the Parties of this Agreement have been completed or until this Agreement has been terminated in accordance with the terms of this Agreement.

6. Termination. If the Client cancels this contract after the legal period for rescission, the Client agrees to forfeit any deposit paid for this Agreement. Additionally, if any costs, labor, or materials in excess of the amount of the deposit have been advanced by the Company in its performance of obligations under the terms of this Agreement prior to the Client's written notice of their termination, the Client shall be responsible to pay the Company any additional sums needed to place the Company in the position that the Company would have been in before the execution of this Agreement. This includes payments made for materials, labor, plans, specifications, permits, re-stocking fees for returned materials, subcontractor deposits, and any other costs associated with this Agreement.

7. Breach of Contract. If the Client breaches this Agreement, the Company shall be placed in the position that the Company would have been in before the execution of this Agreement, or at the Contractor's election in the position to benefit from the profits of the Agreement as though it had been fully performed.

8. Subcontractors. The Client hereby agrees and acknowledges that the Company may use subcontractors, including but not limited to individuals, contract employees, independent contractors, sole proprietors, firms, limited liability companies, and corporations ("Subcontractors") for the Company's obligations in this Agreement. Notwithstanding the fact that the Company may utilize Subcontractors, the Company shall remain responsible for performing, or causing to be performed, all its obligations under this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement.

9. Representation and Warranties of the Company. The Company represents and warrants to the Client that it will perform its duties, or cause said duties to be performed, for the Project in a professional manner consistent with general industry standards.

10. Indemnification. The Client hereby waives any rights or claims that the Client may have against the Company for any personal injuries and property damages incurred by anyone other than the Company and the Company's subcontractors, if applicable, during the period of work, and shall indemnify, defend and hold harmless from any claims asserted for such alleged injuries or damages. The Client shall hold the Company harmless and shall defend and indemnify the Company for any claims, actions, suits, awards, damages, or other liability, including, without limitation, attorneys' fees, professional witness fees, court costs, and other charges arising out of, or related to, any breach by the Client of any term, condition, representation in this Agreement. For the purposes of any indemnification provisions in this Agreement, the term the Company shall include its respective officers, directors, employees, agents, sureties, subcontractors, suppliers, and laborers.

11. Time and Performance. Time and performance of the work to be performed depends on many factors, therefore, Client and Company hereby agree that Company shall not be held liable for any delays in obtaining permits or commencing work and specifically waives the time requirements with regard to permits in § 489.126, Florida Statutes.

12. Force Majeure. Neither Party shall be liable for failure to perform, or for any delay in performing, its obligations under this Agreement to the extent that such failure or delay is caused by events beyond the reasonable control of the applicable Party, including, but not limited to, strikes, lockouts, fires, floods, acts of God, terrorist attacks, embargoes, wars, government actions, epidemics, pandemics, riots, civil commotion, power failures and communication line failures.

13. Product Warranty. The manufacturers warranties specific to the products installed by the Company and any the one-year labor warranty on labor provided by the Company will take effect after the completion of the Scope of Work and final payment is made in full by the Client to the Company.

14. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by a reputable overnight courier service, to the appropriate Party to their address listed above.

15. Binding Effect. This Agreement shall inure to the benefit of, and is binding upon, the Parties hereto, and their respective heirs, representatives, successors, assigns, and agents, but nothing in this Agreement shall be construed as an authorization or right of any Party herein to assign its rights and obligations under this Agreement. The Parties agree that they have equally participated in the drafting of this Agreement and that any ambiguity shall not be construed in favor of either Party.

16. Waiver. Any waiver of any provisions of this Agreement shall not be a continuing waiver of the particular default or any other unrelated default concerning the same or any other provisions of this Agreement.

17. Severability. If any provisions of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

18. Jurisdiction and Venue. The Company and Client hereby agree that any dispute which may arise between them arising out of or in connection with this Agreement shall be governed by Florida law and brought exclusively before a court located in Orange County, Florida.

19. Attorneys' Fees. In the unlikely event of need for a collection action by the Contractor, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs prior to the institution of any action, at the trial level and at appellate levels.

20. Entire Agreement. This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and this Agreement is intended to be a final expression of the Parties agreement. The Parties agree that neither has relied upon any statement, representation, omission or otherwise in entering into this Agreement.

21. Headings. The section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

BUYER'S RIGHT TO CANCEL

This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any case down payment.

LIEN DISCLOSURE

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CONSTRUCTION DEFECTS

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND PAYMENT, UP TO A LIMITED AMOUNT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399-2215, Phone (850) 487-1395.

IN WITNESS WHEREOF, this Agreement is deemed accepted and binding upon the Parties as of the applicable Effective Date in accordance with its terms.

BY COMPANY: Go Electric Chargers, LLC

Effective as of January 1, 2025