



ELECTRICAL ENGINEERING | CONTRACTING SERVICES

Terms and Conditions

Payment Terms

All invoices are due by the 10th of the following month. A 2% discount may be taken if payment is made on or before the 10th. If payment is not received by the 15th of the following month, the invoice is considered past due and subject to late fees. All charges are due and payable to:

**Blanco Electric Ltd Co.
915 Lehman St.
Houston, TX 77018**

Payment Options

Form of payments accepted: cash, check, and ACH. We also accept American Express Credit Card with a 3% fee.

Late Fees

Invoices not paid by the 15th of the month following billing are subject to a late fee calculated per month based on the maximum rate permitted by law on past due accounts.

Notices/Liens

Notices will be sent on all past due invoices over 30 & 60 days and Liens will be filed on all past due invoices over 90 days. Each past due invoice that has a Lien is subject to a minimum \$300.00 fee.

Warranty Issues

Issues regarding warranty must be submitted in writing upon discovery of the issue and workmanship of defects in materials. All warranty issues will be addressed within 48 hours.

Termination and Modification

Any and all modifications, alterations, and/or changes to the work and/or this agreement must be made in writing via email, and agreed to and signed by both parties. Cancellations will not be

accepted verbally. Customer will be subject to pay for cost of any/all preliminary services performed before termination.

Invoice Dispute and Resolution

Disputes must be submitted within the first 7 days after the issuance of the invoice. All disputes must be submitted via email to dulcetm@blancoelectric.com. Disputes will not be accepted verbally.

Mediation/Arbitration

The parties agree to submit any dispute, disagreement or controversy arising out of or relating to the work to mediation with a mutually acceptable mediator, before recourse to any other form of binding dispute resolution. If not settled through mediation, all claims, disputes, and other matters in question arising out of, or relating to this agreement, the quote, the work order, or breach thereof, may, at our sole option, and only upon the exercise of that sole option, be decided in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Venue for the arbitration shall be Harris County, Texas. In the event of a dispute between the parties which results in either arbitration or litigation, the prevailing party in that dispute shall be entitled to recover its reasonable attorney's fees and costs.

Governing Law

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas or federal law as applicable without regard to principles of conflict of laws. The parties agree that Harris County, Texas shall be the exclusive jurisdiction and venue for any litigation, special proceedings, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this agreement.

In witness whereof, this Agreement has been executed by the parties hereto through their duly authorized representatives as of effective date.