

Terms and Conditions

This document describes the terms and conditions of your agreement with Inspired Electronics, Inc.

1. **Definitions:**
 - a. “You” means the client identified in the proposal.
 - b. “We” or “Us” means Inspired Electronics, Inc. or our authorized representatives.
 - c. “Existing equipment” means equipment that is already installed or connected.
 - d. “Client-supplied equipment” means equipment that is provided by you and is new and in the original box.
2. **Authorization.** You authorize Inspired Electronics, Inc. to perform the services and install the equipment specified in the proposal, and to inspect the installation.
3. **Installation information.** You acknowledge that Inspired Electronics, Inc. will perform the services and install the materials listed in the Proposal. The installation is limited to the description of work in the Proposal. It does not include any changes to your business or home electrical system, painting, repairs of existing or new holes in the walls, ceilings, or floors, or any other construction work, unless specified in the proposal. We are not responsible for any delays in installation due to circumstances beyond our control, including availability of materials, delivery of damaged or incorrect materials from third parties, changes or alterations in the work requested by you, delays by other contractors, or any other causes beyond our control.
4. **Responsibility of installer.** Our installers will complete the installation in a workmanlike manner and we will ensure our work meets applicable codes and ordinances. You are responsible to ensure that any systems, wiring, walls, or other construction that we interface with meets applicable codes and ordinances. We may request that you rectify any substandard or unsafe systems before we begin work.
5. **Cancellation policy.** Clients may cancel any contract within 3 days of contract signing with a full refund. Contracts canceled more than 3 days after contract signing, but prior to installation starting will forfeit 30% of the total contract amount. Contracts may not be canceled after installation starts.
6. **Fixed-price bids.** Some installation projects will be based on a fixed-price bid. This means that the price quoted will be the price paid for those jobs. However, any change orders or unforeseeable circumstances may result in additional charges.
 - a. Change orders. If you request any changes to the agreed-upon work, our technicians will ask you to sign a change order form, and you will receive a separate invoice for the additional labor and materials. Change orders will be performed after all original work is completed, unless the change order would impact the original work. If our technicians do not have the appropriate parts on hand for the change order work, we will obtain the parts and return another day to complete the change order.
 - b. Unforeseen circumstances. Very rarely, we may run into a situation where we cannot perform the contracted work without incurring additional cost due to unforeseeable circumstances. In these cases, we will attempt to work with you to complete the installation in the best manner possible, without incurring additional costs. In the event we cannot do this, we will inform you of any additional charges required to complete the installation. In some cases, we will inform you that additional work will need to be done on a time-and-materials basis.
7. **Time-and-materials bids.** Some projects will be based on a time-and-materials basis. In these cases, we will give a best estimate, and you are responsible for all charges required to

complete the job, whether more or less than the original estimate. Examples of jobs that may be bid on a time and materials basis are troubleshooting and system repair, and jobs where we cannot accurately determine the amount of time or materials it will take to complete the job.

8. **Troubleshooting existing equipment.** If stated in the proposal, we will integrate your existing or client-supplied components, wiring, or other materials. However, we cannot guarantee the integrity of that equipment. Any troubleshooting of existing or client-supplied equipment or wiring will incur an additional charge for labor and any needed replacement materials.
9. **Construction.** Depending on what you are asking us to do, we may need to put holes in walls, run wiring inside of walls, mount equipment to walls, or do other construction-type work. We will make every effort to keep your home or business as clean as possible, however the nature of the work will create dust. In order to keep the dust from migrating around the structure, we ask that you turn off all HVAC systems, if at all possible. In addition, you are responsible for any repairs or patching to walls, floors, or ceilings, unless specified in the proposal. We will do our best to keep such repairs to an absolute minimum.
10. **In-wall issues.** Our experience in the industry helps us to know when there are obstructions behind the walls. Unfortunately, we can't always know or determine exactly where a builder or subsequent contractor may have routed electrical, plumbing, fireblocks, or HVAC. Because of this, we may rarely cut into a wall, only to find an obstruction that we can't work around. In this case, we will have to move the component. We will keep any such cuts to an absolute minimum, and you are responsible for patching any such cuts, unless specified in the proposal.
11. **Electrical.** Unless specified in the proposal, you are responsible for ensuring adequate electrical capacity and outlets are where they are needed.
12. **Surge Suppression.** Audio, video, and automation equipment contain sensitive electronics. We strongly recommend surge-suppression on all equipment, and include it in all of our proposals as a matter of course. Some devices do not lend themselves to traditional surge suppression methods (for example, we wouldn't normally put a surge strip on the ceiling for a projector). For these devices, we recommend surge suppression outlets be installed at the point of use.
13. **Access to work.** You agree to grant free access of work areas to our installers and any necessary vehicles during normal working hours. In accordance with applicable laws, you agree to make drinking water and toilet facilities available to our installers as necessary.
14. **Job photos and descriptions.** You agree to allow Inspired Electronics, Inc. to take and use job photos and descriptions in our advertising. We will not disclose any other personally identifiable information in our advertising without your express consent.
15. **Mechanic's or Materialmen's liens.** We may have a claim against you if you fail to pay for materials or services that we supply, and we may enforce this claim by filing a lien against your property after providing you with notice.
16. **Costs and expenses.** If Inspired Electronics, Inc. incurs any costs or expenses to enforce any of our rights under this agreement or to collect any amounts due, you agree to pay Inspired Electronics, Inc. for all such costs and expenses, including reasonable attorney's fees.
17. **Taxes.** The sales tax rate charged by us is calculated based on the transaction occurring at our offices in Palatine, IL.
18. **Payment.** We accept the following payment methods: Credit Card (Visa, MasterCard, and Discover), personal or company check, and cash up to \$500. In the event we need to make change, we will accept an overpayment and mail you a check for the difference. In the unlikely event that your check is returned to us unpaid by the bank, we will charge a \$50.00 returned check fee. In the unlikely event that full payment is not made on time, we will charge 1.5% per month, starting on the day after payment was due.