



## Inspections and Test Witnessing Service Agreement Terms and Conditions

- 1. WORK HOURS AND SURCHARGES.** Regular Work Hours are Monday-Friday from 6:00am-3:00pm. Overtime is Weekdays before/after Regular Hours & Weekends, which will be subject to a 2x multiplier on all specified fees. Work scheduled and performed during Federal Holidays will be subject to a 3x multiplier on all specified fees. Service cancellations received within 72 hours of the scheduled time/date will be invoiced at full price.
- 2. INDEPENDENT CONTRACTOR.** In performing its services under this Agreement, BV-NEIS shall be deemed to be acting as an independent contractor, and it is not an agent, servant, employee, or representative of Client. BV-NEIS shall not be responsible for the activities of any contractors or subcontractors or their employees or agents at the Site.
- 3. STANDARD OF CARE.** The services, findings, and/or information provided to client will be prepared, performed, and rendered in accordance with procedures, protocols and practices generally accepted in NEIS' profession for use in similar assignments. The Client acknowledges and agrees that NEIS has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by BV-NEIS.
- 4. ASSIGNMENT.** The Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of BV-NEIS, which shall not be unreasonably withheld or delayed.
- 5. LIMITATION OF LIABILITY.** The inspections described above are provided only to Client. It is understood that Client shall be free to adopt or reject, in whole or in part, any information given by BV-NEIS as the result of the inspections performed. No undertaking by BV-NEIS pursuant to this Agreement shall be construed to create a basis for reliance by any employee of Client or by any third person on the safety of any equipment, method or process used or employed within Client's premises. BV-NEIS' liability for its negligent professional acts, errors and omissions shall be limited to the value of fee received from Client for the services provided pursuant to this Agreement.
- 6. CLIENT & THIRD-PARTY PORTAL SUBSCRIPTIONS.** BV-NEIS shall accommodate requests to subscribe to vendor portals necessary to manage the Client's account during the normal course of business, as it pertains to operation's reporting activities, billing and payment processing, and all other types of direct (Client owned) or third-party virtual services. The Client agrees to pay BV-NEIS all applicable subscription and/or membership fees for this purpose in the period in which the expense is incurred.
- 7. CLIENT INFORMATION UPDATE RESPONSIBILITY.** It shall be the Client's responsibility to notify BV-NEIS in writing of any changes to its account information previously provided to BV-NEIS, including, but not limited to, changes of address, invoicing contacts, instructions and procedures, ownership, and payment information. In the event the Client no longer occupies or operates the locations and devices listed on Exhibit A, it shall remain responsible for payment of all services performed until written notification of the Client's change of ownership is received by BV-NEIS.
- 8. CONFIDENTIAL INFORMATION.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party.
- 9. CLAIM.** If Client makes a claim against BV-NEIS, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BV-NEIS in defending the claim. Any cause of action brought against BV-NEIS shall be brought within one year of the work or services performed under this Agreement. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.
- 10. GOVERNING LAW AND SURVIVAL.** The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State where the services are provided. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities shall survive the termination of this Agreement for any cause.

Bureau Veritas National Elevator Inspection Services, Inc.  
Elevator Services Proposal Rev. (3) 05.01.2025

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