

Installation and Service Quote Disclaimer

C.G. Systems, Inc. dba California Gate and Entry Systems, hereinafter referred to as (CGS) presents quotes and proposals as a good faith **estimate** based upon the site and/or system considerations as represented by the Customer and Owner or Owners of legal record (if different), hereinafter referred to as the Customer. Price Quoted is for the project total due. Adjustments may be made only if substantial Scope of Work is changed, either deleted or added. CGS standard installation practices are per manufacturer guidelines, codes (such as UBC, NEC, NFPA, UL325, ASTM F2200), or Authority Having Jurisdiction (AHJ). If any AHJ requires additional items not listed, the Customer agrees to pay for all such additional costs. Unless stated, quote does **not** include, cost for design, man-lift(s), conduit, conduit installation, electrical circuit(s) as may be required, demolition/reconstruction, unforeseen or underground obstructions, or any other site conditions resulting in additional costs to complete the work as quoted. **All** additional costs shall be invoiced to and paid by the Customer at CGS standard rates. CGS shall **not** under any circumstances be responsible for any additional cost, any loss, or perceived loss by the Customer. Further, the Customer shall waive any rights to charge back or deduct from any payments due CGS any fees or costs the Customer may have incurred whereby CGS did not directly approve such fees or costs and was not in direct and complete control for incurring such costs. CGS makes **no claim, no guarantee, and shall not** be responsible for any costs for the attempted elimination/reduction of Radio Frequency Interference (RFI) or for any wireless transmission device. **All warranties** shall be per Manufacturer's published specifications.

UL325 & ASTM F2200 Anti-Entrapment Requirements: CGS quotes for automated gates include anti-entrapment requirements as additive alternates because many contractors in the industry do not include such items in their quotes. These requirements are not currently a part of the building code, though they are required to meet the UL325 & ASTM F2200 requirements for automated gates. Customers that choose not to implement all the additive anti-entrapment requirements do so at their own risk and by accepting the CGS proposal the customer agrees to indemnify CGS against any claims involving entrapment incidents of any manner.

Fire Authority: The local fire authority's access requirements to your site may change when you install and or automate the driveway or community roadway gate, install access control systems on pedestrian gates and or doors. CGS suggests that you check with the local fire authority before finalizing your plans.

Spike Units: All spike units have a speed restriction of 5 MPH. We utilize the quietest units that CGS has found, but they still make noise as vehicles drive over them. Vehicles must approach & exit spikes straight (no spikes are allowed in a turn radius).

Metalizing: CGS recommends that all steel work be metalized prior to painting. Metalizing is a zinc anode coating that significantly reduces the onset of rust. All quotes, including metalizing are based on a 30 day estimate from the company we utilize for this process; CGS will update you on the cost as needed.

Solid Gates or Primarily Solid Gates: Although desirable for security and privacy, solid gates do not allow for air flow through the surface area of the gate and thus have a higher risk of failure or damage related to wind and wind gusts. Because of the added risk of damage to equipment, vehicles and or personnel, these style gates are outside gate operator manufacturer's recommendations and may reduce the manufacturer's parts warranty and our labor warranty on wind related issues.

CCTV and Access Control Systems: CGS in no way represents that CCTV and or Access Control systems are installed to guarantee the security or protection of employees, residents, guests, equipment or other valuables in any manner and CGS accepts no liability for misuse, abuse, or vulnerability of such systems.

CGS shall not accept delays in payment due to insurance subrogation or any third party payments to the Customer nor shall CGS be responsible for any Customer insurance policy deductible or other similar amounts or charges. All such damaged components become the property of CGS as a core charge unless otherwise stated. Such core items are kept for thirty (30) days from date of replacement and are available for insurance company inspection. CGS assumes no liability for the failure of any insurance entity failing to make any desired inspections within that time frame.

Warranty/repairs shall be governed under CGS and/or manufacturer(s) normal service & warranty policies. CGS labor is guaranteed for 1 year from date of installation for new installations and 90 days for service work unless otherwise stated. Future service, regardless of any existing warranty or service agreement, **shall be** denied without any liability on the part of CGS until all past due balances are paid in **full**, including **all** late Fees. Any such suspension of service shall **not** result in any credit and/or extension of any applicable warranty and/or service agreement. All warranties are null and void if any warranted products are altered or tampered with in any manner. Warranties do not cover equipment programming, re-programming, training, accidents, damages caused by animals/insects, weather or acts of God. SEE NEW INSTALLATION WARRANTY ON OUR WEBSITE FOR FURTHER DETAILS – WWW.CALIFORNIAGATE.COM

Payment is of the Essence: Customer agrees to pay CGS per the terms listed or per any previously agreed upon purchase arrangement. When any equipment has been installed and/or becomes operational, even in a limited way, and/or installation requires more than 30 days, **all** contractual payment balances shall be due and payable upon date of invoice, less a 10% retainer when specified, which is to be paid within 30 days of final completion. Customer **agrees** to pay **all late charges** for all overdue balances at the minimum rate of 2.0% per month. All invoices shall be **due upon receipt**. All equipment shall remain the property of CGS until outstanding invoice amount(s) is/are paid in full. Upon Customer default on payment(s), Customer shall additionally forfeit any previous payments, **and shall** without prior notification allow CGS access to Customer's premises to retrieve equipment without **any** liability to CGS, **and no refund**, in whole or part, shall be due the Customer.

Acceptance of quote by any means, written or oral, assignment and/or issuance of a purchase order by Customer, and/or authorizing or allowing CGS to commence ordering equipment and/or any related work shall constitute acceptance of **all** terms & conditions herein creating a contractual agreement. All agreement(s) shall be governed by the Laws in the State of California. Customer authorizes the governing legal authority to move the venue of any legal proceedings to a court in Orange County, California for any litigation instituted by either party. Customer agrees to pay any and all litigation and/or collection costs incurred by CGS. Acceptance constitutes a legal material lien by CGS on all equipment provided and/or installed until agreement is paid in full. CGS reserves any and all rights.

Wage Rates: Based upon information provided to CGS from the named Customer and/or the Owner/Agency/Contractor, all CGS labor quoted is calculated at **non-prevailing** hourly wage rates during normal business hours without any overtime included unless specifically specified otherwise. If for any reason, any governing agency determines and/or requires such labor to be paid at **prevailing** hourly wage rates above CGS's current existing payroll hourly rate schedules, the **customer and/or the owner/agency/contractor** for which the work has been quoted, **shall be fully responsible for any additional wages required to meet the prevailing wage rate** for the project, including, but not limited to, applicable payroll taxes, etc. It is the sole responsibility of the Customer/Owner/Agency/Contractor to provide CGS with the applicable labor wages required to perform the project. CGS shall **not under any circumstances** be responsible for any such additional wages as the result of information, misinformation, or payment policies of any other parties.

PAYMENT IS DUE AND PAYABLE UPON COMPLETION of or **SUBSTANTIAL COMPLETION OF PROJECT WORK** and/or **SERVICE ORDER**, whichever is the specific case regarding the service requested scope of work. In the event of a partial invoice, balance shall be due upon final completion.

NON-PAYMENT SHALL CONSTITUTE GROUNDS FOR MECHANICS LIEN ON CUSTOMER OWNED PROPERTY as applicable under the Laws of the State of California and/or any other legal jurisdiction having such authority.

ALL QUOTES ARE VALID FOR 30 DAYS ONLY. ANY WORK DELAYED BEYOND 30 DAYS AFTER A PROPOSAL OR QUOTE IS SIGNED BY THE CUSTOMER MAY BE SUBJECT TO PRICE INCREASES, INCLUDING 15% ADDED FOR OVERHEAD AND PROFIT, TO BE PAID FOR BY THE CUSTOMER

CGS ACCEPTS VISA or MASTERCARD for service work or installation jobs under \$1,000.00.

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