YOUR WORLD. PROTECTED.

FIRE · SECURITY

Terms and Conditions

These terms and conditions, as may be amended or restated from time to time, are applicable to any and all services provided by VSC Fire & Security, Inc., a Virginia corporation ("VSC" or "Contractor"), and/or any of its controlled affiliates, subsidiaries and subcontractors. These terms and conditions shall apply to any services requested by the entity engaging VSC to perform services ("Purchaser") and any entity upon whose behalf Purchaser is purchasing the services of this contract. Purchaser shall include, but not be limited to, the Owner of the premises for which services are purchased, the Owner's designees, and all subsidiaries, affiliates, and agents thereof. These terms and conditions apply to any and all services provided by VSC and purchased by Purchaser (sometimes referred to herein as the "Work") including, but not limited to, installation, repair, service, design, testing and inspection, surveys, analysis, and/or monitoring for any fire protection systems, security systems, surveillance systems, and any and all other services provided by VSC. Purchaser understands that Contractor is relying upon the terms and conditions set forth herein in determining the costs of such services provided in connection herewith and in any related contracts expressly agreed to by Contractor in connection with such services (collectively, the "Contract").

Warranty: VSC warrants that the products furnished hereunder will be free from defects in materials for a period of one (1) year from the date of furnishing. Products not in conformance with the above warranty shall be repaired, replaced, or subject to refund, at VSC's election, as Purchaser's sole remedy.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. THE PURCHASER UNDERSTANDS AND AGREES THAT CONTRACTOR MAKES NO IMPLIED WARRANTIES AND NO EXPRESS WARRANTIES OTHER THAN THOSE SPECIFICALLY SET FORTH IN THIS CONTRACT AND THAT NO REPRESENTATIVE OF THE CONTRACTOR HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR TO OTHERWISE VARY THE TERMS OF THIS CONTRACT.

Purchaser's Responsibility: Purchaser shall furnish all necessary facilities for performance of the Work by Contractor, including site access, adequate space for storage and handling of material, light, water, heat, local telephone, watchmen, crane, elevator service (if available), and all necessary permits (unless otherwise specified herein). Purchaser shall supply and maintain sufficient heat at the time of and after performance of the Work (a minimum temperature of 40° F) to prevent freezing of the water-based components of the systems, including, but not limited to, all riser rooms and locations. The Purchaser shall furnish all necessary plans, specifications, permits, drawings, project schedules, and/or any revisions thereto to the Contractor.

Terms of Payment: Unless otherwise expressly agreed upon in writing, monthly invoices will be rendered representing the value of materials delivered to the site and work performed and all such invoices are payable in full within thirty (30) days of issuance. Contractor shall be permitted to suspend or terminate performance of any Work pursuant to any contracts and agreements then in effect with Purchaser in the event of any payment default, to the maximum extent permitted by applicable law. All amounts not paid when due shall bear interest at a rate of 1½ % per month, or the maximum allowed by law in the jurisdiction where the Work is performed, whichever is greater. A credit card surcharge equal to 3% of the underlying transaction amount charged, including any late payment interest due, will be applied to each credit card transaction. This surcharge is to cover Contractor's processing costs associated with credit card payments and is not greater than Contractor's cost of acceptance. Contractor does not surcharge debit cards or any other forms of payment.

Pricing Escalation: Any products, materials and equipment costs quoted by Contractor and/or reflected in the Contract were calculated based on Contractor's then current pricing. Due to the potential direct and indirect impacts of tariffs, duties, import restrictions, and other government-imposed trade regulations, materials costs and supply chain disruptions beyond Contractor's control may occur and Contractor reserves the right to adjust pricing accordingly. If such factors directly or indirectly cause an increase in cost by ten percent (10%) or greater over Contractor's costs for the products, materials and equipment quoted to Purchaser or reflected in the Contract at any time after the bid, proposal or contract date and prior to purchase of such materials or equipment, Contractor shall have the right to issue a written change order or other appropriate documentation stating the actual amount of such increased costs and the full amount of such cost increases shall be accepted and incorporated into the proposal or Contract pricing and paid by the customer.

Existing Equipment: In the event this Contract requires new equipment to be connected to existing equipment, Contractor will only test the new work involved as part of this Contract and any high-pressure test required on the existing equipment will be an extra to the Contract price. The Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from the existing equipment. Contractor shall not be liable for any damage arising from or related to the Purchaser's existing equipment.

Special Conditions: Any services requiring specialized training, drug testing, background checks and certifications will be subject to additional charges.

Fees: Permits, licensing or other approvals necessary for performance of the Scope of Work are Purchaser's responsibility. If supplied by Contractor, fees for those items will be invoiced as an additional cost under the Contract, if not already included in the Contractor's proposal.

Equipment Disconnections: Purchaser is aware and understands that the system(s) and/or device(s) identified in or included in the scope of the Work for this Contract or connected to the equipment included in the scope of the Work will be temporarily or permanently disconnected/impaired and out of service. Any disconnected or impaired equipment cannot and will not operate or function.

Work of Others: Contractor makes no warranty, express or implied, as to the quality of work performed by others. Contractor has no obligation under this Contract to examine, inspect or approve any work performed by others, including, but not limited to, adequacy of building heat, electricity and/or insulation of the building or sprinkler pipes as may be required under applicable building or installation codes or standards.

Assignment: Purchaser may not assign any of its rights or obligations under this Contract to any other person without the express, written authorization of Contractor. The Contractor may assign its obligations and rights to any other entity licensed or certified to perform the services provided for herein.

Waiver of Subrogation: Purchaser shall purchase, at its sole cost and expense, adequate insurance for the protection of Purchaser and Contractor for any claims related to property damage and/or personal injury related to or arising out of the Work and does hereby, for itself and all others claiming for or through it under this Contract, release and discharge Contractor from and against all damages caused by any perils, including, but not limited to, fire and/or water damage, theft and/or any other loss covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company, insurer, or other entity/individual will have any right of subrogation against Contractor.

Indemnification: To the fullest extent permitted by applicable law, Purchaser shall indemnify, defend and hold harmless the Contractor and its employees, subcontractors and agents from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs, arising out of, relating to, or resulting from the services provided by Contractor in connection with this Contract, regardless of whether such claim, damage, loss or expense is caused in part, or where allowable by applicable law, solely, by a party indemnified hereunder. The aforesaid indemnification obligations shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for Purchaser's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Purchaser specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes.

Limitation of Liability – Liquidated Damages: The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Contractor to perform any of its obligations hereunder. Purchaser does not desire that this Contract provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, for any services provided under this Contract; provided, however, that if Contractor shall be found liable for loss or damages due to a failure arising out of the services provided under this Contract or otherwise, Contractor's maximum aggregate liability shall be limited to the lesser of (i) an amount equal to one-half (1/2) of the dollar amount actually paid under this Contract by Purchaser as of the date of such failure or (ii) $1,000.00, in each case as liquidated damages and not as a penalty. The amounts payable to the Contractor hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Purchaser's real property or the personal property of Purchaser and/or others located in or about Purchaser's premises. IN NO EVENT WILL CONTRACTOR BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR OTHER SIMILAR DAMAGES, RESULTING FROM OR ARISING OUT OF THIS CONTRACT BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. If more than one location is subject to this Contract, such liquidated damages amount will be calculated using the contractual cost for the premises or location giving rise to the claim.

Commercial Transaction: Purchaser agrees and acknowledges that the transaction(s) contemplated by this Contract are commercial in nature and are not primarily for personal, family or household use.

Acceptance of Terms: No changes or modifications shall be made to these terms and conditions without the express written consent of Contractor. Contractor's offer or acceptance to perform the Work, as the case may be, is expressly conditioned on Purchaser's assent, without substitution or cancellation, to all of these terms and conditions, including any additional or different terms set forth herein than may be found in the other documents forming the Contract. Contractor is not bound by any provisions otherwise at variance or in conflict with these terms and conditions that may appear on any other documents forming a part of the Contract or other forms or agreements used by Purchaser, such different provisions being hereby expressly rejected, and no rules or statutes of contract construction or interpretation shall apply to waive the foregoing.

Force Majeure: Contractor shall not be responsible for failure to perform under this Contract due to causes beyond its control including, but not limited to, work stoppages, fires, floods, civil disobedience, riots, rebellions, war, tariffs, government orders or actions, Executive Orders, epidemic, pandemic, acts of God and similar occurrences.

Fire Watch: Purchaser understands and agrees to implement a fire watch during any time its fire protection system(s) are out of service or at any time monitoring services are not active for any reason.

Hazardous Materials: Purchaser represents that, except to the extent Contractor has been given written notice of the following hazards prior to the execution of this Contract, to the best of the Purchaser's knowledge there is no: "Permit confined space," as defined by OSHA, risk of infectious disease, bed bug infestation, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Contract. The above are hereinafter referred to as "hazardous conditions". Contractor shall have the right to rely on the representations of Purchaser as to the absence of hazardous conditions. If hazardous conditions are encountered by Contractor during its work, the discovery of such materials shall constitute an event beyond Contractor's control and Contractor shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by the Purchaser, and the Purchaser shall pay disruption expenses and re-mobilization expenses as determined by Contractor. The Purchaser shall indemnify, defend and hold Contractor harmless for any damages resulting from the exposure of Contractor's workers, and any of its subcontractors, to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not the Purchaser pre-notifies Contractor of the existence of said hazardous conditions. This Contract does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered. Said materials shall at all times remain the responsibility and property of the Purchaser. Contractor shall not be responsible for testing, removal, or disposal of such hazardous materials.

Severability: If any of the provisions of the Contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire Contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Contract, but the entire Contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Contractor and Purchaser shall be construed and enforced accordingly.

Authorization: The person executing this Contract on behalf of the Purchaser expressly warrants and covenants that he/she is the authorized representative of the Purchaser, or Purchaser's designee, and is authorized to enter into this Contract for and on behalf of the Purchaser.

Attorney's Fees: For any legal or quasi-legal action or collection efforts arising out of this Contract, Purchaser shall pay to Contractor all of Contractor's attorney's fees and costs associated with the matter if Contractor is the prevailing party. Prevailing shall mean that Contractor received an award, judgment or settlement in its favor or obtained a dismissal without payment. For any collection proceedings, payments made by Contractor to a collection agent or debt collector shall be paid by Purchaser and if an attorney is retained for any collection efforts, it is agreed that 33 and 1/3% of the total amount sought is a reasonable attorney's fee. Purchaser further understands that Contractor is relying upon this provision in determining the costs of services provided under this Contract.

One-Year Limitation On actions; Choice of Law: It is agreed that no suit, cause of action or other proceeding shall be brought against Contractor more than one (1) year after the accrual of the cause of action or more than one (1) year after the claim arises, whichever is earlier, whether known or unknown when the claim arises, or whether based on tort, contract, or any other legal theory. The laws of the Commonwealth of Virginia shall govern the validity, enforceability, and interpretation of this Contract and any claims arising out of the performance or failure to perform under this Contract, without regard to any applicable choice of law provisions. **Purchaser hereby waives any right to a jury trial for any claims related to this Contract and for any claims arising out of the performance or failure to perform the Work under this Contract.** Purchaser further understands that Contractor is relying upon this limitation in determining the costs of services provided under this Contract.

INSPECTION AND TESTING

In addition to the above terms and conditions which are applicable to all services provided by Contractor, the following terms and conditions shall also apply to any inspection or testing services provided by Contractor.

Scope of Work: Contractor shall inspect and/or test the equipment that is the subject of this Contract. Inspection and testing scope of Work does not include maintenance or repair services. All Work will be performed in accordance with the applicable standards subject to all terms and conditions of this Contract. This is not a design survey or engineering analysis contract. The inspection and testing provided under this Contract does not include an analysis or evaluation of whether the subject system was properly designed and/or installed or are adequate for the commodity.
Frequency: The frequency of inspection and testing is limited to the frequency outlined in writing in the Contract. Any additional inspection and testing frequencies are hereby excluded unless contained in a separate, written authorization subject to all terms and conditions of this Contract.
Reports: The inspection and/or test shall be completed on Contractor's then current report form which shall be distributed to Purchaser, with copies forwarded to local and state authorities as required by state and local fire codes. Purchaser authorizes Contractor to communicate with any state and local authorities whenever any system that is subject to this Contract is impaired. A report form in which defects or deficiencies have been noted is advisory in nature and is intended to assist Purchaser in reducing the risk of loss to life or property by indicating obvious defects or impairments noted in the system. It neither implies that no other hazards or defects exist in the system, nor that all other elements of the system and components are free of defect or deficiency at the time of the inspection. The final responsibility for the condition and operation of the system, components, and equipment rests entirely with the Purchaser. Contractor shall not make any repairs or corrections to any defects or deficiencies absent a separate written contract.
Inspection Notification: Prior to Contractor performing any tests, Purchaser shall notify any alarm monitoring company, the local fire department, and all occupants and tenants.

Additional Inspection: Emergency or additional inspections requested by Purchaser will be furnished at an additional charge and will be performed pursuant to a written authorization subject to all terms and conditions of this Contract.

Emergency Service: Emergency service requested by Purchaser will be furnished at an extra charge pursuant to a separate written Service Contract.

Additional Equipment: In the event additional equipment is installed after the date of this Contract, such equipment shall be inspected pursuant to a separate, written authorization subject to all terms and conditions of this Contract at the Contractor's then-current charges for inspection of that type of equipment.

Water Supply: Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Contract and are the sole responsibility of Purchaser. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside water-based fire protection systems. Such testing and equipment can be provided pursuant to a separate written contract.

Backflow Prevention Devices: A forward flow test equaling system demand, if hydraulic data is available, will be conducted where proper test header connections of proper size exist. Where no such connections or means exist, the forward flow of the backflow device is excluded from this Contract.

Duct Detectors: If testing of Duct Detectors is included in this Contract, the testing of the Duct Detectors will be limited to testing using aerosol smoke or other approved smoke devices that ensure smoke entry into the sensing chamber of the Duct Detector head. Testing of the air flow across the sampling tube is not included as part of this test or Contract.

Emergency Control Functions: If testing of emergency control functions (including but not limited to fan control, smoke damper operation, elevator recall, elevator power shut down, door holder release, shutter release, door unlocking, stairwell pressurization fans, smoke removal control systems, etc.) are included in this Contract the outputs to those systems from the fire alarm control panel will be activated through the control modules to verify proper operation of the outputs. Testing and verifying proper operation of the emergency control systems, including but not limited to those herein identified, is excluded from this Contract. If Purchaser wishes to test and verify the operation of the emergency control systems Purchaser must retain the services of qualified contractors specific to the emergency control systems in order to test and verify proper operation of the emergency control systems. Contractor will work with, as necessary, Purchaser's selected contractors but has no right or authority to control said contractors and further has no legal relationship to said contractors.

Dry Pipe/Pre-action/Deluge Systems (Dry Systems): Purchaser is aware that dry sprinkler systems must be drained after each operation of the dry valve to remove water from the system. Purchaser is also aware that other sources of water can exist in dry systems in the absence of the operation of the dry valve, e.g. condensation from the air compressor maintaining the air pressure in the dry system. Purchaser is aware that residual water left in a dry system may freeze, cause damage to the pipes or other components and cause significant water damage to the premises and property therein. During inspection and testing of dry systems, Purchaser must provide Contractor full access to all low point auxiliary drains and/or drum drips so that residual water from testing can be drained. Purchaser must also perform regular, proper draining of low point auxiliary drains and/or drum drips in accordance with the intervals described by NFPA 25 and as otherwise required. To the extent any dry systems are included in the Contract, the inspections provided herein do not include any analysis or inspection as to whether the piping is properly or adequately sloped and/or pitched.

NFPA 25: Purchaser has reviewed and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences of failure to comply with the requirements therein. Purchaser shall comply with the requirements of NFPA 25. Purchaser is responsible for maintaining all fire protection equipment in good and working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

NFPA 72: Purchaser has reviewed and is familiar with the National Fire Protection Association Standard 72 (NFPA 72) and understands the requirements and consequences of failure to comply with the requirements therein. Purchaser shall comply with the requirements therein. Purchaser shall comply with the requirements of NFPA 72. Purchaser is responsible for maintaining all alarm equipment and components in good and working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

Definitions:

"Inspection" is a visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free of physical damage.

"Testing" is a procedure used to determine the operational status of a component or system by physically manipulating components of the system.

"Deficiency" is a condition in which a system or portion thereof is damaged, inoperable or in need of service, but does not rise to the level of an impairment.

"Impairment" is a condition where a system or unit or portion thereof is out of order, and the condition can result in the fire protection system or unit not functioning in a fire event.

Corrective Action: Purchaser shall, and is solely responsible to, correct or repair deficiencies or impairments that are found during the inspection and/or tests provided pursuant to this Contract. Contractor will not perform any repairs or corrections absent a separate written agreement which agreement will be subject to all of the terms and conditions of this Contract.

Scope of Inspection: The inspection and testing provided under this Contract does not include any maintenance, repairs, alterations, or replacement of parts or any other field adjustments. The inspections and testing provided under this Contract are NOT a system survey or engineering analysis of the system and/or its design.

Any suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in Purchaser's facility. To the extent such are itemized, they were noticed while conducting an inspection and test of Purchaser's fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. Contractor makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.

The scope of work under this Contract is limited to the provision of inspection and testing services. Contractor is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection.

Contractor does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality, or other jurisdiction of Purchaser's particular location.

Purchaser is responsible for locating and/or identifying all devices that are not marked, such as duct detectors, damper controls, riser rooms, drum drips, low point drains and other devices. Purchaser is responsible for ensuring that adequate drainage exists in and around the premises to handle the flow and discharge of water from inspector's test connections, main drains, and other sources of water discharge. Contractor shall not be held liable for inadequate drainage.

Access: Purchaser is responsible to ensure that Contractor has unobstructed and reasonable access to all areas requiring access for purposes of performing the inspections included in this Contract which includes, but is not limited to, areas where sprinklers must be visually inspected, drum drips or other auxiliary drains, and Purchaser shall maintain the premises in a condition reasonably safe for such inspections and testing to be performed. Contractor may suspend or refuse to perform any Work where Contractor reasonably determines that conditions are unsafe, without liability for resulting delays or incomplete inspections, until such conditions are corrected by Purchaser to the reasonable satisfaction of Contractor.

Attics: Attics are excluded from this Contract unless after Contractor's investigation the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull down stairs, and/or a permanently mounted access ladder will be considered for inclusion in the Contract Further only those attics having appropriate, permanently attached flooring and appropriate lighting will be considered for inclusion in the Contract. Assessment of the suitability of access, flooring and lighting is solely within the discretion of Contractor. Any attic deemed safe and accessible must be specifically listed in the scope of the Work of the Contract to qualify for inclusion in the Contract. To the extent that any attic is included in the Contract, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Contract.

Entry: Contractor may enter Purchaser's premises at all reasonable times to perform the inspections and/or tests required by this contract. This Contract and its pricing are based upon Contractor being able to perform the inspection and/or testing during normal working hours on Monday – Friday from 7a.m. – 5p.m.

These terms and conditions are effective for all purposes as of November 12, 2026.