

# Terms of Service Agreement

**LB Contract Supply, a Lighting Brokers LLC business unit, terms of installation services.**

**Effective Date: January 1, 2025**

## 1. Scope of Services

Lighting Brokers LLC provides professional supply and installation services to general contractors, property Managers and ownership groups. All material supply and installation services are contingent upon **mutually acceptable** contract language or purchase order agreements.

## 2. Scheduling and Lead Times

- Standard lead times vary. Please allow **2–3 weeks** for scheduling any site visits.
- Normal installation hours are **8:00 AM to 5:00 PM**, Monday through Friday. Any work requested outside of these hours may incur **overtime charges**.
- Requested dates do not guarantee delivery or completion and are subject to availability.
- 30 day prior notice with a seven-day window is required to schedule any installations.
- **All scheduling is to be approved in writing.**  
**as specified or approved by others**  
**Tariffs, government policies and other conditions outside of our control**

## 3. Preparation and Site Conditions

- The installation area must be **free of furniture, debris, and obstacles** to allow a safe 360-degree work environment.
- All required structural blocking must be provided by others prior to installation.
- Delays due to other subcontractors' scheduling or workmanship are not the responsibility of LB Contract Supply or any other Lighting Brokers LLC companies.

- Access to elevators or lifts must be provided for any installations greater than 2 stories above ground.

## 4. Change Orders and Cancellations

- **Changes in schedule must be confirmed and acknowledged in writing at least 72 hours** prior to the scheduled service date.
- Failure to comply will result in **additional trip charges** and may delay installation.
- Trip charges are assessed at **\$125 minimum or \$0.66 per mile**, whichever is greater.
- A minimum of **4 labor hours per technician per day** will be billed for days when the job site is not ready.
- Labor rates per technician will vary. **It is the client's responsibility to confirm labor rates prior to the start of any project.**

## 5. Subcontractor Status and Project Coordination

- LB Contract Supply or any other Lighting Brokers LLC related business acting as a subcontractor may not be involved in all project stages or communications.
- It is the **Client's responsibility** to confirm scope and schedule changes with their primary LB contact or project manager.
- It is recommended to discuss scope with your assigned **representative** prior to our arrival.

## 6. Payment Terms

- Full payment is due upon completion of the service, unless otherwise stated in writing.
- Unless other terms are established, a deposit is required prior to the procurement of any materials.
- 3<sup>rd</sup> party billing platforms are the responsibility of the client. LB Contract Supply or any Lighting Brokers LLC companies can at any time refuse to engage in 3<sup>rd</sup> party platforms that may hold up billing.
- It is the responsibility of the client to **cover all additional insurance costs** associated with the project, regardless of the contract documents.
- Late payments are subject to a **1.5% monthly finance charge** or the maximum allowed by law.

## 7. Warranty and Liability

- Installation work is covered by a **1-year limited labor warranty**.
- Manufacturer defects or warranty claims must be directed to the product manufacturer.
- LB Contract Supply is not liable for damage caused by pre-existing conditions, improper site preparation, or damages caused by other trades.
- Upon completion of any contracted work the client has **7 days to inspect** the quality of the installation.

## 8. Limitation of Liability

We are not liable for indirect, incidental, or consequential damages resulting from the installation or performance of any installed products or materials.

## 9. Right to Refuse Service

LB Contract Supply and any other Lighting Brokers LLC companies reserves the right to refuse or discontinue service under the following conditions:

- **Unsafe or unsanitary job site conditions** that present a hazard to our team.
- **Intimidation, harassment, or abusive behavior** toward on-site laborers, including threats, hostile actions, or the presence of "bad actors" that create a hostile work environment.
- **Customer concerns or changes to the scope of work** must be directed to the assigned project representative. On-site laborers do not have the authority to make changes, approve additional work, or accept liability for project delays, fines, penalties, or back charges.
- **Hostility toward on-site laborers** may result in immediate refusal of service. In such cases, a trip charge and minimum labor charges, as defined in Section 4, will be applied.

## 10. Dispute Resolution

Any disputes arising out of this agreement shall be governed by the laws of the state of Texas and will be handled in the appropriate court of jurisdiction.

## 11. Amendments and Acceptance

We reserve the right to modify these terms at any time. Clients will be notified of updates before their next appointment.

By engaging in services with Lighting Brokers LLC, you acknowledge you have read, understood, and agreed to these Terms of Service. Failure to accept these terms and conditions **will result** in refusal of service.