ServeXpert
RESTORATION SERVICES

MASTER SERVICE AGREEMENT

Mitigation, Remediation, Cleanup and Stabilization Services

Residential & Commercial Properties

ORIGINAL DOCUMENT DATE

Sep 15, 2026

DOCUMENT ID

SX-MSA-TC-20261014

ISSUED BY

Serve Xpert, LLC

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NOTICE REGARDING NATURE OF SERVICES

This Agreement governs Serve Xpert, LLC professional mitigation, remediation, cleanup, drying, stabilization, treatment, inspection, documentation, equipment, contents-support, debris-handling, and related restoration services. It does not include construction, reconstruction, put-back, finish repair, or trade repair unless the approved written Scope of Work expressly includes that service.

The job-specific Client information, Property address, approved service option, authorized areas, Estimate number, Project Price, Administrative Discount, Adjusted Project Price, Project Coordination & Logistics Fee, Preferred Payment Discount, Subtotal Before Taxes, Applicable Tax, if any, Total Amount Due, payment method, and electronic authorization are maintained in the incorporated Estimate, Work Authorization, invoice, Change Order, or other project record. They are not repeated as fillable project fields in this Terms and Conditions master.

Approval of the incorporated Estimate and Work Authorization accepts these Terms and Conditions and authorizes Contractor to allocate labor, Equipment, materials, products, scheduling capacity, documentation resources, and project support according to the approved Scope of Work.

No contract can eliminate every project risk. These terms allocate responsibilities, define service boundaries, preserve project evidence, and establish the procedures that apply when conditions, scope, payment, access, safety, disposal, testing, insurance, or customer instructions change. SX-MSA-TC-20261014 is a continuing document identifier, not a customer signing or effective date. The actual adopted edition and project execution dates are established in the project records; a later master revision does not amend an existing signed agreement.

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1. DEFINITIONS & GOVERNING AUTHORITY

1.1 AGREEMENT DOCUMENTS

This Master Service Agreement & Work Authorization Terms and Conditions ("Agreement"), the approved Estimate or proposal, the Work Authorization or other authorization record, approved Change Orders, invoices, project-specific notices, and written scope approvals together form the complete project agreement. The job-specific documents identify the Client, Property, authorized areas, selected services, Project Price, any Administrative Discount, Adjusted Project Price, Project Coordination & Logistics Fee, any Preferred Payment Discount, Subtotal Before Taxes, Applicable Tax, if any, Total Amount Due, payment method, and any project-specific warranty or exclusions. The Work Authorization identifies the Base Service Price before fees or tax. The approved Estimate shows the payment-method adjustments and Total Amount Due. Both records are part of the Agreement Documents. This Agreement supplies the continuing terms that govern those records. The Inspection Report (SX-IR-01), when issued, supplies the factual condition baseline only; it does not authorize services or pricing. The Estimate (SX-EST-02) proposes scope and pricing, the executed Work Authorization authorizes the selected work, and approved Change Orders modify it. A separate formal Inspection Report is not required for every Estimate. Serve Xpert serves Maryland, Pennsylvania, Delaware and Northern Virginia. This single Agreement applies throughout that service area, with required project-specific notices and mandatory legal protections determined by the Property's location and the actual transaction.

1.2 DEFINED TERMS

"Contractor" means Serve Xpert, LLC and its authorized employees, technicians, subcontractors, vendors, and representatives. "Client" means the person or entity authorizing or receiving the Services and any authorized representative acting for that person or entity. "Property" means the project location and affected areas identified in the Estimate. "Services" means only the mitigation, remediation, cleanup, stabilization, inspection, documentation, treatment, equipment, disposal, or related work expressly authorized in writing. "Scope of Work" means the written services, areas, materials, quantities, options, and limitations approved by the Client. "Equipment" includes drying, extraction, filtration, containment, monitoring, odor-control, power-distribution, pumping, and related equipment placed or used by Contractor. "Materials" includes affected building materials and contents as well as Contractor-supplied products, consumables, barriers, filters, coverings, fasteners, disposal supplies, and temporary protection materials. "Contents" means movable personal or business property. "Source Condition" means the leak, moisture, contamination, odor, smoke, fire, storm opening, sewage, biohazard, pest, HVAC, drainage, ventilation, or other condition contributing to the loss. "Work Product" means all photographs, videos, recordings, transcripts, measurements, readings, notes, reports, scopes, estimates, invoices, logs, diagrams, communications, and other records created or maintained by Contractor.

1.3 SUBSTANTIAL COMPLETION

"Substantial Completion" occurs when Contractor has performed the material portions of the authorized mitigation, remediation, cleanup, drying, stabilization, treatment, or documentation services, even if equipment pickup, debris hauling, administrative closeout, final document delivery, third-party testing, or reconstruction by others remains pending. Exposed framing, open assemblies, removed finishes, staged debris, or temporary protection do not prevent Substantial Completion when those conditions are consistent with the authorized Scope of Work.

1.4 BINDING AUTHORITY

For a residential transaction subject to a law requiring a written contract signed by the Client and Contractor before work begins or payment is received, the initial Agreement becomes binding only when the required Agreement Documents have been signed or electronically signed by the Client and Serve Xpert, LLC or its authorized representative, and the Client has been provided the copy or access required by applicable law. An electronic signature satisfying applicable electronic-transactions law has the same effect as a handwritten signature.

For a transaction not subject to such a signature requirement, acceptance may also be established through another lawful documented method expressly permitted by this Agreement.

After lawful formation of the initial Agreement, documented project communications may be used for routine scheduling, access, Equipment decisions, disposal decisions, Customer-Directed Deviations, payment arrangements, and other non-material project instructions to the extent permitted by law. A text message, email, recorded communication, checkbox, payment, or other informal record does not substitute for a signature, Change Order, cancellation notice, emergency authorization, disclosure, acknowledgment, or other formality when applicable law requires a particular form.

This Agreement applies to every approved phase, return visit, Equipment day, supplemental service, and Change Order arising from the same project unless a later written agreement expressly replaces it.

1.5 AUTHORIZED REPRESENTATIVE

The person approving the project represents that they own the Property or have authority to authorize the Services and bind the responsible Client. Unless Contractor expressly agrees otherwise in writing before or at authorization, the individual who signs, electronically approves, submits, or otherwise authorizes the Work Authorization accepts responsibility as a Client under the Agreement and is responsible for ensuring payment of all authorized project charges when due. Identifying a property owner, business, insurer, lender, family member, employer, tenant, property manager, or other expected payer does not release the authorizing individual from contractual or payment responsibility unless Contractor expressly accepts a different responsibility arrangement in writing. A person who merely communicates, provides access, transmits documents, coordinates scheduling, or makes a payment without authorizing the Agreement does not become personally responsible solely because of those activities. Contractor may rely on instructions from the Client and any representative the Client identifies in writing until Contractor receives written revocation of that authority.

1.6 WRITTEN RECORDS AND ELECTRONIC APPROVAL

“Written,” “in writing,” “approval,” and “authorization” include electronic records and electronic signatures to the extent permitted by applicable law. After the initial Agreement has been lawfully executed, signed paper records, Work Authorization records, electronic signatures, email, text messages, portal messages, and other reliable electronic project records may document subsequent project communications and decisions.

Recorded telephone calls, recorded site conversations, payment records, photographs, video, transcripts, screenshots, metadata, and other available evidence may be preserved as business records establishing what was communicated, requested, observed, or performed. Such evidence does not substitute for a signature or other statutory formality where applicable law specifically requires a signed writing, separately executed notice, cancellation form, emergency authorization, Change Order, acknowledgment, initials, or other prescribed procedure.

Contractor may reasonably rely on project-related communications transmitted from a telephone number, email address, portal account, electronic account, or other contact method provided or consistently used by the Client or an Authorized Representative in connection with the project, unless Contractor has received notice that the contact method is no longer authorized or has reasonable reason to question authenticity.

A later refusal to execute a duplicate or memorializing record does not revoke a prior lawful authorization for Services already performed or resources already committed, except to the extent applicable law provides otherwise.

1.7 CUSTOMER-DIRECTED DEVIATION

"Customer-Directed Deviation" means a Client instruction or decision to omit, limit, delay, stop, avoid, alter, or interfere with a recommended or authorized service, area, material, cleaning step, removal, treatment, Equipment use, containment measure, disposal activity, source correction, testing coordination, safety measure, environmental control, or project sequence. When reasonably practical, Contractor may request the Client's signature, electronic acknowledgment, text or email confirmation, or recorded verbal acknowledgment. A separate signed deviation form is not required when the Client's instruction or decision is otherwise reasonably documented in photographs, video, audio, transcripts, field notes, daily logs, communications, Change Orders, completion records, Certificates of Completion, closeout documentation, or another project record. Contractor may identify the deviation and its reasonably anticipated effect on scope, completion, warranty, testing, recurrence, or project results in the Client's closeout documentation. Contractor's compliance with a Client-directed limitation does not mean Contractor recommended the limitation, represented it as equivalent to Contractor's recommended approach, accepted responsibility for omitted work, or expanded Contractor's responsibility for resulting conditions. The Client's later refusal or failure to sign a separate deviation acknowledgment does not revoke a previously communicated instruction when the instruction is otherwise reliably documented.

2. SCOPE OF WORK & SERVICES

2.1 SCOPE-LIMITED SERVICES

Contractor's duties are limited to the Services, areas, materials, quantities, equipment, options, and documentation expressly stated in the approved Scope of Work. A service, area, material, task, repair, test, return visit, report, or result not specifically included is excluded. Marketing descriptions and general service lists describe capabilities only and do not automatically expand a particular project. Services address identified conditions within the approved scope; Section 2.37 governs completion evidence and later conditions.

2.2 SERVICE FAMILIES

Authorized Services may include water damage mitigation and restoration; extraction, pumping, structural drying, dehumidification, moisture detection, monitoring, sewage and contaminated-water cleanup; mold remediation and mold-related cleaning; fire, smoke, soot, ash, protein-residue, suppression-water, and odor cleanup; biohazard, trauma, crime-scene, unattended-death, blood, bodily-fluid, decomposition, sewage, animal-waste, sharps, and biological-contamination cleanup; storm cleanup, board-up, tarping, temporary opening protection, and property stabilization; specialty cleaning, environmental cleaning, hoarding and clutter cleanup, turnover, eviction, foreclosure and estate cleanup, post-construction dust and fine-particulate cleaning, vandalism and graffiti cleanup, nicotine, pet urine, spoiled-food and appliance-contamination cleanup, sanitizing, disinfecting, deodorization, and odor control; accessible HVAC vent, register, return, grille, cavity, closet, and duct-surface cleaning; contents handling, documentation, cleaning, separation, disposal coordination, and specialty referral; inspections, estimates, moisture mapping, thermal screening, documentation, completion records, and authorized insurance communication. This Agreement applies to all six service families, their authorized service types, and combined-service projects in residential and commercial settings. Service examples are not an exhaustive list or a promise to provide every listed method. The approved Scope of Work identifies the actual services, areas, materials, responsibilities and completion criteria. Specialized work requires confirmed qualifications, resources and authorization; shared work is counted once.

2.3 PROFESSIONAL CONTROL OF MEANS AND METHODS

The Client authorizes the agreed result and boundaries of the Scope of Work. Contractor retains professional control over staffing, sequencing, containment, pressure control, Equipment selection and placement, product selection, airflow, drying strategy, cleaning methods, removal methods, disposal methods, monitoring frequency, documentation practices, and other technical means reasonably used to perform the authorized Services. Contractor may refuse any requested method it considers unsafe, ineffective, inconsistent with product directions, outside the approved scope, or contrary to professional practice. Contractor will exercise reasonable care, use personnel qualified for their assigned tasks, and perform the authorized work in accordance with applicable requirements, product directions and accepted project specifications. Containment barriers, HEPA air filtration, negative-air pressure control and HEPA vacuuming perform distinct functions. Negative pressure will be represented or charged as provided only when a suitable configuration is established and its performance documented. If required pressure control cannot be established, Contractor will resolve the control requirement or suspend the affected work; recirculating filtration alone does not satisfy a required negative-pressure condition.

2.4 ADAPTIVE WORK METHODS

Conditions may change as materials are opened, moved, cleaned, dried, or removed. Contractor may reasonably adjust the sequence, Equipment, containment, products, or work method without a Change Order when the adjustment stays within the approved result, area, and price. Added areas, added quantities, materially different conditions, or added services require written authorization and may require revised pricing.

2.5 WATER MITIGATION AND STRUCTURAL DRYING LIMITS

Water classification and contamination conditions may worsen over time or through contact with affected materials. Drying results depend on material type, exposure time, assembly design, access, temperature, humidity, power, Source Condition correction, and Client cooperation. Moisture goals may be based on comparable dry materials, material response, documented readings, and professional judgment. Contractor does not guarantee a fixed drying time, identical readings throughout every assembly, prevention of all warping or staining, or restoration of structural integrity or cosmetic finishes. For authorized drying, Contractor will document material-specific drying goals, their reference basis and the readings used to evaluate completion. A billing minimum, elapsed Equipment period or dry surface alone does not establish that an assembly met its drying goal or was decontaminated. Unmet goals, inaccessible areas and Client-directed early termination will be identified in the project record.

2.6 MOLD REMEDIATION LIMITS

Mold spores and fungal organisms are naturally present indoors and outdoors. Mold remediation is intended to remove or clean authorized affected materials and return the serviced area to a condition consistent with normal fungal ecology; it is not intended to eliminate every spore or certify the Property as mold-free. Contractor does not identify species, toxicity, airborne concentration, or health effect without qualified third-party laboratory information. Future growth can occur if moisture, humidity, ventilation, or other Source Conditions continue or recur. In garages and other exterior-connected or frequently opened areas, normal opening of garage doors, exterior doors, or windows can reintroduce outdoor air, dust, and fungal spores; Contractor does not guarantee a fixed airborne spore count or mold-free air in such spaces.

2.7 FIRE, SMOKE, SOOT AND ODOR LIMITS

Fire and smoke cleanup may reduce soot, ash, residue, staining, and odor in the authorized areas, but heat damage, corrosion, etching, discoloration, oily residue, deeply absorbed odor, and permanent material change may remain. Some finishes and contents may require replacement, refinishing, or specialist restoration. Contractor does not provide structural, electrical, appliance, or mechanical certification unless separately included in writing.

2.8 BIOHAZARD, SEWAGE AND BIOLOGICAL CLEANUP LIMITS

Biohazard and sewage Services are limited to the authorized affected areas and materials. Contractor is not performing forensic investigation, law-enforcement evidence collection, medical decontamination, infectious-disease certification, laboratory verification, or sterile-environment certification. Hidden migration, porous absorption, sharps, structural cavities, and regulated disposal needs may require added scope. Re-entry and occupancy decisions remain with the Client and appropriate medical or governmental professionals.

2.9 STORM AND TEMPORARY STABILIZATION LIMITS

Board-up, tarping, temporary covering, extraction, debris control, and opening protection are temporary stabilization measures. They are not permanent roofing, waterproofing, structural repair, reconstruction, engineering, or a guarantee against later weather intrusion. The Client remains responsible for prompt permanent repairs and for new damage caused by later weather, movement, deterioration, or work by others.

2.10 SPECIALTY CLEANING AND ODOR-CONTROL LIMITS

Specialty cleaning and odor-control Services are restoration-support services, not routine housekeeping unless expressly stated. Results depend on source removal, surface condition, porosity, access, contamination severity, prior treatments, and environmental conditions. Contractor does not guarantee complete or permanent odor elimination when the source remains, returns, is concealed, exists outside the authorized area, or is absorbed into materials not included for removal or treatment.

2.11 HVAC-RELATED SERVICE LIMITS

HVAC-related Services are limited to the accessible vents, registers, returns, grilles, cavities, closets, accessible duct surfaces, and surrounding areas identified in the Scope of Work. Unless separately included, Contractor does not provide full-system duct cleaning, air balancing, mechanical diagnosis, repair, replacement, code inspection, airflow certification, indoor-air-quality certification, or a guarantee that HVAC cleaning will correct odors, comfort, efficiency, or system performance.

2.12 CONTENTS SERVICES AND SPECIALIST ITEMS

Only Contents specifically included in writing are authorized for handling, cleaning, separation, documentation, relocation, disposal coordination, or odor treatment. Electronics, fine art, antiques, documents, books, rugs, upholstery, leather, textiles, instruments, collectibles, and other sensitive or high-value items may require a specialist and may be excluded from direct restoration. Contractor does not guarantee full restoration of permanently stained, deteriorated, contaminated, fragile, manufacturer-sensitive, or previously damaged Contents.

2.13 AFFECTED MATERIALS AND BUILDING COMPONENTS

The Scope of Work may involve inspection, access, protection, cleaning, drying, treatment, containment, removal, handling, documentation, or disposal of porous, semi-porous, and non-porous materials and assemblies, including drywall and gypsum board; plaster and lath; insulation; wall and ceiling cavities; carpet and padding; hardwood, engineered wood, laminate, vinyl, VCT, tile, grout, stone, and concrete; subfloors and underlayment; plywood, OSB, MDF, particle board, sheathing, paneling, and ceiling tiles; framing, joists, rim joists, sill plates, rafters, and roof sheathing; baseboards, trim, doors, windows, cabinets, vanities, shelving, and toe kicks; masonry, CMU, block, and concrete; fixtures, appliances, HVAC-accessible components, and Contents. This list describes possible material types and does not include any material unless the approved Scope of Work identifies or reasonably encompasses it.

2.14 SALVAGEABILITY AND MATERIAL DECISIONS

Salvageability depends on material composition, contamination, saturation, deterioration, odor absorption, delamination, corrosion, structural condition, restorability, safety, access, manufacturer guidance, project objectives, and the authorized scope. Contractor may recommend cleaning, drying, treatment, removal, specialist referral, or disposal. A recommendation that an item is non-salvageable is a restoration judgment for the project and is not an appraisal, warranty of value, or insurance coverage determination.

2.15 CONTRACTOR-SUPPLIED MATERIALS, PRODUCTS AND CONSUMABLES

Contractor-supplied materials may include polyethylene containment, tape, adhesive, barriers, floor and surface protection, filters, PPE, absorbents, cleaning agents, disinfectants, antimicrobials, deodorizers, sealants when authorized, bags, containers, fasteners, lumber, panels, tarps, temporary protection, and disposal or decontamination supplies. Charges may reflect materials purchased, opened, allocated, consumed, contaminated, custom-cut, installed temporarily, or made unavailable for other work. Opened, contaminated, custom, or project-allocated materials are not returnable or refundable except as provided in Sections 17.1–17.3 and applicable mandatory rights. Unused materials remain Contractor property unless the Estimate expressly sells or transfers them to the Client.

2.16 PRODUCT AND MATERIAL SUBSTITUTION

Contractor may select or substitute products, materials, Equipment, barriers, liners, membranes, filters, fasteners, consumables, treatment products, or other project components when the originally identified or anticipated item is unavailable, delayed, discontinued, impractical, unsuitable for field conditions, or when Contractor determines that another option can reasonably accomplish the authorized service objective. A substitution is not required to be identical in brand, manufacturer, composition, thickness, dimensions, appearance, technology, or other characteristic, provided Contractor reasonably determines that the substituted item is suitable for the intended project use and does not materially reduce the authorized service objective. When reasonably requested or appropriate to the project record, Contractor may document the product or material actually used. Reasonable substitution discretion does not override an expressly accepted project specification or eliminate any Change Order or other written approval required for a material change to scope, price, performance or specified products.

2.17 CUSTOMER-PROVIDED PRODUCTS AND MATERIALS

Contractor may decline to use Client-provided chemicals, equipment, tools, materials, or products. When Contractor agrees to use them, the Client accepts responsibility for their selection, condition, compatibility, instructions, availability, and manufacturer warranty. Contractor does not warrant a Client-provided product or damage caused by its defect, incompatibility, contamination, or inaccurate instructions, except for damage caused by Contractor's failure to use reasonable care.

2.18 PRIMARY AND SUPPLEMENTAL PROCESSES

Physical source removal, affected-material removal, HEPA cleaning, surface cleaning, wiping, extraction, and drying are primary processes when required by the approved scope. Fogging, ionization, hydroxyl treatment, thermal fogging, electrostatic application, deodorization, encapsulation, and other atmospheric or coating processes are supplemental unless the Scope of Work expressly states otherwise. Supplemental treatment does not replace required cleaning, removal, drying, source correction, or containment. Cleaning, sanitizing, disinfecting and antimicrobial treatment have different purposes; the approved scope and applicable product directions determine the selected operation and supported claim. Mold-remediation scopes include the company-standard antimicrobial fogging closeout treatment unless the Client declines or the intended application cannot satisfy applicable product or site requirements; the accepted scope records the treatment or its exclusion. Fogging follows physical remediation and final cleaning, with required independent-evaluation timing preserved. Optional coatings apply only to identified prepared surfaces and do not substitute for contamination removal or moisture correction. These provisions do not make chemical treatment or coating automatic for other service families.

2.19 SELECTIVE DEMOLITION AND ACCESS

Selective demolition and material removal are performed only when reasonably necessary for the authorized mitigation, remediation, cleanup, stabilization, access, drying, or decontamination Services. Authorization for selective demolition does not authorize a full-room or full-property gut, structural demolition, reconstruction, or removal outside the areas and material categories identified or reasonably encompassed by the approved Scope of Work. Necessary access openings may expose framing, cavities, wiring, piping, ductwork, fasteners, adhesives, or unfinished surfaces. Contractor may determine the reasonable extent and method of selective removal within the authorized area based on conditions encountered, safety, access, drying or remediation objectives, and professional judgment. Added areas, materially greater quantities, or removal outside the authorized scope require Client authorization and, when applicable, a Change Order. Repair, replacement, finish work, paint, texture, flooring installation, carpentry, fixture reinstallation, and reconstruction are excluded unless expressly itemized.

2.20 POST-SERVICE CONDITION

After Services, the Property may contain exposed framing, open wall or ceiling cavities, removed flooring, missing baseboards, detached fixtures, temporary coverings, surface staining, equipment marks, access openings, or unfinished areas. Those conditions do not constitute incomplete or defective work when they result from the authorized mitigation or remediation scope. Reconstruction and aesthetic restoration remain the Client's responsibility unless separately included.

2.21 DEBRIS REMOVAL AND TEMPORARY STAGING

Debris, removed materials, demolition waste, contaminated bags, Contents designated for disposal, containment materials, and other project waste may be temporarily staged in a designated area until transportation, dumpster service, landfill acceptance, specialty disposal, weather, scheduling, or project sequencing permits removal. Same-day removal is not included unless stated in writing. Staged material may remain for up to seven calendar days and may remain longer when reasonably necessary because of disposal restrictions, landfill or transporter availability, weather, access, regulatory handling, project sequence, or conditions outside Contractor's reasonable control. Temporary staging is not abandonment, incomplete performance, or a project delay.

2.22 STAGED DEBRIS AND REMOVED-MATERIAL CONTROL

The Client shall not open, sort, relocate, remove, reuse, or dispose of staged debris or removed materials without Contractor's written approval. Unauthorized handling may create exposure, cross-contamination, injury, loss of evidence, disposal violations, or added cost. The Client must identify items to be retained before removal or disposal begins. Unless the Client gives written retention instructions before removal and Contractor accepts them, Contractor may dispose of authorized removed materials through its normal disposal process and has no duty to preserve them after disposal.

2.23 WASTE HANDLING AND DISPOSAL COMPLIANCE

Contractor may package, transport, transfer, document, and dispose of project waste through ordinary, specialty, regulated, or third-party disposal channels appropriate to the material and approved scope. Disposal timing, destination, container type, manifest, weight, minimum charge, and handling method may be controlled by the transporter, landfill, facility, or regulatory requirement. The Client is responsible for added disposal cost caused by undisclosed contents, prohibited waste, excessive weight, hazardous material, or a change in waste classification.

2.24 MONITORING AND SHORT-DURATION VISITS

Monitoring may include moisture readings, psychrometric readings, equipment checks, filter review, equipment adjustment or relocation, progress evaluation, documentation, and the decision to continue or end equipment use. The value of a monitoring visit is based on professional evaluation and project responsibility, not the number of minutes spent at the Property.

2.25 INSPECTION AND SCREENING LIMITATIONS

Inspections, estimates, moisture readings, and thermal imaging are limited to visible, reasonably accessible conditions at the time observed. Thermal imaging is a screening tool and may require moisture-meter confirmation. An inspection is not a guarantee that every concealed condition, affected material, source, defect, code issue, or future change has been identified. Destructive investigation, engineering, trade diagnosis and full-property assessment are excluded unless expressly authorized within Contractor’s lawful service scope. Laboratory testing, sampling, independent clearance and post-remediation verification are performed by qualified independent providers under Sections 2.26 and 10.3; an approved coordination service does not mean Contractor performs or certifies that independent work.

2.26 POST-REMEDIATION EVALUATION AND INDEPENDENT VERIFICATION

Contractor will perform and document an internal post-remediation evaluation (PRE) of completed remediation and the applicable internal quality-control checks for other authorized Services. Evaluation will address the authorized tasks, serviced areas, applicable cleanliness and drying criteria, and unresolved conditions. Deficiencies in authorized work will be identified and addressed before that work is represented as complete. Internal evaluation is not independent clearance, laboratory testing or a certification of health, habitability or permanent absence of contamination. Independent post-remediation verification (PRV), environmental sampling, laboratory analysis and clearance assessment are performed by a qualified independent provider retained and paid by the Client, not by Serve Xpert. Ordinary field moisture readings and Equipment monitoring are not independent PRV. Third-party testing does not by itself delay Substantial Completion or payment; required verification procedures and expressly accepted project criteria remain controlling. The advance election and preservation arrangements in Sections 2.41 and 16.10 apply, including prompt evaluation within the identified 72-hour period while the area remains substantially undisturbed.

2.27 CUSTOMER-DIRECTED DEVIATION AND LIMITED SCOPE

A Client request to omit, reduce, delay, stop, or alter recommended demolition, containment, drying, cleaning, disposal, safety measures, Equipment, source correction, testing coordination, or environmental controls is a Customer-Directed Deviation. Contractor may refuse the request or agree to a limited scope in writing. The Client accepts that the limited work may not fully address the condition, may allow recurrence or worsening, may require additional work, and may limit an express warranty claim for the affected condition only to the extent the deviation caused or contributed to the problem, or materially prevented reliable

evaluation or correction, consistent with Article 16; unrelated deficient authorized workmanship remains Contractor's responsibility. Contractor is not responsible for consequences caused by the deviation.

2.28 SOURCE CONDITION RESPONSIBILITY

The Client is responsible for promptly identifying and permanently correcting the Source Condition through the appropriate qualified trade or professional. Contractor may document or recommend source correction but does not guarantee diagnosis or perform plumbing, roofing, electrical, structural, mechanical, waterproofing, drainage, pest, or other repair work unless expressly included. Contractor is not responsible for recurrence or new damage caused by an unresolved or later Source Condition.

2.29 NEW EVENTS AND POST-DEMOLITION EXPOSURE

Contractor is not responsible for damage caused by a new leak, storm, fire, sewage event, utility failure, vandalism, pest activity, occupant action, third-party work, or other event occurring after or during the authorized Services unless caused by Contractor's direct negligence. When demolition or stabilization exposes building components, the Client must arrange timely permanent protection and reconstruction. Temporary measures are not a substitute for permanent repair.

2.30 EXCLUSION OF RECONSTRUCTION AND TRADE REPAIRS

Unless expressly itemized, the Services do not include construction, reconstruction, put-back, painting, drywall installation or finishing, flooring installation or refinishing, carpentry, cabinetry, fixture or appliance installation, plumbing, electrical work, HVAC mechanical work, roofing, waterproofing, drainage correction, structural repair, engineering, pest correction, or finish restoration.

2.31 OUT-OF-SCOPE REQUESTS AND COURTESY SERVICES

Contractor's obligations are limited exclusively to the Services expressly included in the approved Estimate and Scope of Work. Any service, task, area, material, repair, treatment, removal, cleaning, adjustment, handling, documentation, or other work not expressly included is excluded and is not owed as part of the approved project. If the Client requests additional or different work before, during, or after performance, Contractor may, in its discretion, decline the request, provide separate pricing or require a Change Order, or voluntarily perform a limited item as a courtesy without additional charge. A courtesy service does not amend or expand the Scope of Work, reduce the agreed project price, create an obligation to perform other excluded work, establish that similar work was included, extend any warranty to the courtesy item unless expressly stated in writing, or create a course of dealing requiring the same accommodation in the future. Contractor's observation, discussion, recommendation, attempted assistance, or voluntary performance of an excluded item does not convert other excluded conditions or services into Contractor's responsibility.

2.32 PROFESSIONAL EVALUATION, MEANS AND METHODS AND THIRD-PARTY OPINIONS

Contractor evaluates and performs the authorized Services based on the approved Scope of Work, conditions reasonably observed or discovered during performance, applicable professional practices, product and Equipment requirements, project objectives, safety considerations, documented project conditions, and Contractor's professional judgment.

Contractor's inspections, monitoring, walkthroughs, quality-control reviews, and completion evaluations assess the authorized work against the Scope of Work and the service objectives, conditions, methods, and limitations applicable to Contractor's project. Qualified contractors, consultants, inspectors, hygienists, laboratories, insurers, trades, and other professionals may reasonably use or recommend different methods, products, Equipment, quantities, sequences, removal limits, treatment approaches, documentation practices, or scopes. A subsequent difference in professional opinion, preferred methodology, or recommended scope does not, by itself, establish that Contractor's authorized Services were incomplete, defective, improperly performed, or inconsistent with the Agreement. A third party's subsequent recommendation for additional or different work does not retroactively modify the approved Scope of Work, convert an excluded service into an included service, alter the agreed project price, establish a Change Order, or create a warranty obligation. Contractor is not required to adopt, reproduce, warrant, or perform another provider's preferred methodology unless Contractor expressly accepts that requirement in writing.

The Client remains free to obtain an independent evaluation or second opinion. When the Client alleges defective workmanship, the claim will be evaluated under the warranty, documentation, inspection, testing, and dispute procedures of this Agreement based on the actual authorized Services and available project evidence.

A difference in methodology or professional opinion does not by itself establish defective workmanship. Relevant qualified findings and supporting evidence remain subject to evaluation under Sections 16.25 and 26.11.

2.33 CONTENTS MOVEMENT, CROSS-AREA TRANSFER AND ADDITIONAL AFFECTED AREAS

The Client, occupants, and third parties shall not move, relocate, carry, store, return, or transfer Contents, materials, debris, furnishings, Equipment, or other items from an affected, contaminated, suspected, contained, untreated, or partially treated area into another area without Contractor's approval or appropriate controls.

Contractor is not responsible for contamination, suspected contamination, residue, odor, moisture, staining, microbial conditions, physical damage, secondary damage, exposure, or other conditions caused or contributed to by the Client, occupants, visitors, or third parties moving, handling, storing, or transferring such items before, during, or after Contractor's Services. If Client or third-party activity causes or is reasonably suspected of causing an additional area to become affected, Contractor may inspect and document the condition and recommend additional cleaning, remediation, containment, treatment, Contents handling, testing, or other corrective Services. The newly affected area and resulting corrective work are not included in the original Scope of Work and Contractor has no obligation to perform them unless the Client approves a Change Order, supplemental Estimate, or other documented authorization establishing the additional scope and price.

If the Client declines, delays, limits, or refuses the additional work, Contractor may document the decision as a Customer-Directed Deviation and is not responsible for continued or worsening conditions attributable to the unaddressed additional area or the Client's decision not to authorize recommended corrective work.

Contractor does not provide medical advice or determine whether exposure has caused or will cause illness. Contractor's identification of a potential additional affected area, warning concerning Contents movement, recommendation for additional Services, or offer to provide a Change Order does not make that area part of the original Scope of Work or create an obligation to remediate it without additional authorization.

2.34 EXCESSIVE, LOOSE, DENSELY STORED AND NON-STANDARD CONTENTS

The presence of Contents within an authorized work area does not mean that individual cleaning, restoration, sorting, inventorying, packing, unpacking, laundering, document restoration, specialty restoration, relocation, storage, or disposal of those Contents is included in the Services.

Contents work is included only to the extent expressly identified in the approved Scope of Work. Areas containing excessive quantities of loose, densely stored, unorganized, stacked, boxed, bagged, porous, fragile, detailed, sentimental, high-value, contaminated, or individually labor-intensive Contents may require Client preparation, removal, disposal authorization, specialty referral, pack-out services, additional labor, additional containment, storage, transportation, or a Change Order before Contractor can reasonably perform the authorized Services.

Contractor is not required to individually clean or restore papers, documents, books, magazines, cardboard, clothing, textiles, shoes, toys, decorations, household goods, stored merchandise, collectibles, personal effects, or similar Contents merely because those items are located within an affected or authorized area. The technical possibility of attempting to clean or restore an item does not mean that such work is practical, economically reasonable, appropriate to Contractor's service model, or included within the authorized Scope of Work. Contractor may determine that particular Contents cannot be effectively, safely, practically, or economically restored within Contractor's service model or the authorized Scope of Work and may recommend Client removal, retention without treatment, isolation, laundering, specialty cleaning, specialist evaluation, pack-out, or disposal.

A recommendation for disposal or specialist referral does not itself authorize disposal unless the Client has provided the required authorization. Contents excluded from the Scope of Work, declined by the Client, left within the affected area, retained without treatment, or not reasonably accessible for cleaning are not represented as cleaned, remediated, decontaminated, mold-free, spore-free, odor-free, or otherwise restored by Contractor.

Such Contents may retain dust, spores, residue, odor, moisture, contamination, or other affected conditions and may affect surrounding areas or future environmental conditions. When excluded, retained, untreated, excessive, densely stored, or inaccessible Contents materially interfere with Contractor's ability to safely or effectively perform, access, contain, clean, dry, remediate, treat, document, or verify the authorized Services, Contractor may require Client preparation or removal, issue a Change Order or supplemental Estimate, limit the affected Scope of Work, document a Customer-Directed Deviation, exclude the affected area or result from warranty eligibility, suspend the affected Services, or decline the affected portion of the work until the condition is resolved.

Contractor is not responsible for incomplete access, untreated conditions, recurrence, cross-contamination, failed verification, or other consequences caused or contributed to by Contents that were excluded, retained, untreated, inaccessible, or left contrary to Contractor's instructions.

2.35 CONTENTS DISPOSITION, RETENTION AND DISPOSAL AUTHORIZATION

The Client retains responsibility for timely decisions concerning whether affected Contents will be retained, removed, separately cleaned, referred to a specialist, packed out, isolated, or disposed of.

Contractor will use reasonable care when implementing an authorized Contents decision but does not determine sentimental value, replacement value, insurance coverage, legal significance, or whether a particular personal item should be discarded on the Client's behalf. Except when immediate action is reasonably necessary to address an emergency safety condition or applicable law permits otherwise, Contractor will not intentionally dispose of identifiable personal Contents solely because Contractor considers them non-salvageable without Client authorization reasonably identifying the items, categories, area, or disposition decision. Authorization may be documented through the Agreement Documents, Change Order, disposal authorization, text, email, recorded communication, photographs with documented approval, or another project record sufficient to establish the Client's decision, subject to any stricter form required by applicable law. The Client must identify before removal or disposal any irreplaceable, sentimental, confidential, legal, financial, medical, identification, photographic, collectible, high-value, or other Contents the Client intends to preserve.

Contractor may require such items to be removed or separately secured by the Client or handled by an appropriate specialist before remediation proceeds.

Contractor may photograph or otherwise document Contents and disposition decisions as part of the project record. When disposal is authorized by category or location, Contractor may rely on that authorization for items reasonably falling within the identified category or area, subject to any specifically documented exceptions or KEEP items identified by the Client before disposal. Contractor is not required to prepare an item-by-item inventory unless expressly included in the Scope of Work.

If the Client requests detailed inventorying, valuation, pack-out, chain-of-custody, specialty handling, or individual item restoration, Contractor may require separate pricing, a Change Order, or specialist referral.

2.36 BASEMENTS, BELOW-GRADE AREAS AND RECURRENT WATER/MOISTURE CONDITIONS

Basements, cellars, crawlspaces, foundation walls and floors, slab and perimeter areas, ground-contact assemblies, and other below-grade, partially below-grade, or historically moisture-affected spaces may be subject to recurring water, vapor, condensation, humidity, and groundwater conditions that are separate from Contractor's remediation, cleaning, drying, or treatment workmanship. Contractor's mitigation or remediation Services do not constitute foundation waterproofing, exterior waterproofing, drainage correction, structural repair, plumbing repair, sump-system design, grading correction, roofing repair, building-envelope repair, or a guarantee against future water or moisture entry unless a specific such service is expressly included in the approved Scope of Work.

Potential Source Conditions include, without limitation, groundwater; a rising or seasonally changing water table; hydrostatic pressure; subsurface seepage; capillary movement or wicking through concrete, masonry, mortar, block, slab, foundation walls, floor assemblies, joints, cracks, penetrations, or porous materials; foundation-wall or slab cracks; wall-to-floor or cove-joint seepage; failed or inadequate exterior waterproofing, damp-proofing, membranes, sealants, flashing, or drainage systems; clogged, failed, disconnected, undersized, or absent footing drains, drain tile, French drains, channel drains, floor drains, or other drainage systems; sump-pump failure, inadequate sump capacity, clogged sump components, pump disconnection, loss of electrical power, absent backup protection, or discharge problems; improper grading; settlement; exterior surface-water runoff; ponding; gutter, downspout, leader, or discharge conditions; window wells, basement windows, doors, areaways, exterior penetrations, siding, roof, chimney, or building-envelope intrusion; stormwater; flooding; snow or ice melt; plumbing leaks; drain or sewer conditions; appliance leaks; water-heater or utility leaks; HVAC condensate or drainage problems; pipe sweating; condensation on cold walls, floors, piping, ductwork, or other surfaces; vapor transmission; crawlspace moisture; excessive indoor humidity; inadequate ventilation; HVAC operation; occupant activities; and any other condition that introduces or retains water, moisture, vapor, or elevated humidity.

The Client is responsible for arranging qualified evaluation and permanent correction of such Source Conditions unless the approved Scope of Work expressly assigns a specific corrective service to Contractor. Contractor may recommend waterproofing, drainage, plumbing, roofing, HVAC, grading, foundation, structural, sump, exterior-envelope, or other qualified trade evaluation without assuming responsibility for diagnosing, designing, performing, warranting, or supervising that separate work.

Recurrence, new growth, moisture, staining, odor, deterioration, contamination, or other conditions caused or contributed to by an unresolved, recurring, or later Source Condition do not establish defective Contractor workmanship.

2.37 CURRENT-CONDITION REMEDIATION AND FUTURE ENVIRONMENTAL RESPONSIBILITY

Serve Xpert's services address the conditions identified at inspection and any additional conditions incorporated into the approved written scope. Completion is determined by the authorized services actually performed and the documented conditions at completion. Serve Xpert is not responsible for later damage, growth or contamination caused by environmental conditions, structural defects, unresolved or new moisture sources, lack of maintenance, neglect, or work by others outside its authorized scope. This limitation applies only to the extent those conditions caused the issue; it does not excuse deficient authorized work, override an express warranty, or limit non-waivable rights.

Contractor's completion of mold remediation does not eliminate the Client's continuing responsibility to own, operate, inspect, maintain, repair, ventilate, dehumidify, drain, waterproof, and otherwise care for the Property or business premises after the Services.

The Client remains responsible for maintaining environmental and building conditions that do not create or allow recurring moisture accumulation, elevated humidity, condensation, leakage, groundwater intrusion, hydrostatic pressure, drainage failure, sump-pump failure, roof or exterior intrusion, plumbing or appliance leakage, HVAC or condensate problems, ventilation deficiencies, foundation seepage, wet Contents, flooding, stormwater intrusion, or other conditions capable of supporting new or recurring microbial growth. Contractor may provide recommendations, maintenance guidance, humidity targets, dehumidification instructions, source-correction recommendations, drainage or waterproofing referrals, or other post-service care instructions.

Such guidance is intended to assist the Client in protecting the completed remediation result but does not transfer the Client's continuing property-maintenance responsibility to Contractor. The Client is responsible for monitoring the Property after Contractor leaves, promptly responding to new or recurring water or moisture conditions, maintaining required dehumidification and ventilation, keeping drainage and water-control systems operational, and obtaining qualified trade repairs when necessary.

If the same contributing condition remains unresolved after remediation, later recurs, or a new water, humidity, drainage, ventilation, plumbing, roofing, foundation, HVAC, groundwater, condensation, flooding, or other Source Condition develops, any resulting new or recurring mold, microbial-like growth, moisture damage, odor, or contamination is a later property condition and is not evidence, by itself, that Contractor failed to perform the original remediation. Contractor is not responsible for recurrence, new growth, new contamination, additional damage, failed verification, or changed environmental conditions caused or contributed to by unresolved, recurring, newly developed, or inadequately maintained Source Conditions.

The fact that Contractor previously remediated an area does not make Contractor the ongoing custodian of that area's environmental conditions. Continued or recurring problems caused by conditions that the Client was responsible to correct or maintain may require a new inspection, new Estimate, additional remediation, trade repair, waterproofing, drainage correction, dehumidification, reconstruction, or other separately authorized Services and may eliminate or limit warranty eligibility for the affected result to the extent permitted by applicable law.

2.38 FURNITURE, CONTENTS PROTECTION AND CLIENT-DIRECTED LIMITATIONS

Furniture, furnishings, fixtures, appliances, electronics, décor, artwork, textiles, stored goods, personal property, business property, and other Contents located within or adjacent to an affected or authorized work area may be exposed to dust, fungal spores, residue, moisture, airflow, negative pressure, cleaning activity, treatment products, mist, overspray, odor, vibration, equipment movement, debris handling, foot traffic, temporary relocation, or other conditions reasonably associated with mitigation, remediation, cleanup, drying, treatment, or stabilization Services.

Contractor may recommend that particular items be removed, relocated, elevated, isolated, wrapped, covered, sealed, dismantled or disassembled when reasonably appropriate, disconnected by a qualified trade, packed out, stored elsewhere, or otherwise protected before or during Services. The Client remains responsible for timely decisions concerning those recommendations and for arranging specialty moving, disassembly, conservation, restoration, storage, or trade services when those services are outside the approved Scope of Work.

If the Client expressly instructs Contractor that identified furniture, Contents, fixtures, appliances, or other items are not to be removed, relocated, dismantled, disassembled, covered, wrapped, isolated, separated, elevated, packed out, or otherwise protected as recommended, the instruction constitutes a Customer-Directed Deviation to the extent it limits Contractor's recommended protection or access. The Client acknowledges that leaving such items in place or limiting recommended protective measures may increase the risk of staining, finish change, spotting, residue, moisture exposure, odor absorption, dust or spore deposition, cross-contamination, abrasion, scuffing, movement, incidental contact, treatment exposure, or other physical or cosmetic change.

Contractor will use reasonable care in performing the authorized Services and, when reasonably practical within the approved Scope of Work, may use drop protection, coverings, barriers, wrapping, temporary relocation, isolation, spacing, or other reasonable

protective measures. No covering, barrier, wrapping, temporary relocation, or other protective method guarantees complete prevention of dust, spores, moisture, residue, treatment exposure, odor, staining, finish change, movement, or damage, particularly when an item remains in or near an active work area at the Client's direction.

Ordinary project protection is not specialty conservation, fine-art handling, furniture restoration, appliance service, electronics protection, moving service, or climate-controlled storage unless expressly included. To the extent permitted by applicable law, Contractor is not responsible for loss, damage, contamination, staining, finish change, odor, residue, moisture effect, deterioration, or other condition to furniture or Contents to the extent caused or contributed to by the Client's instruction to leave the item in place, refusal or limitation of recommended removal or protection, pre-existing damage or deterioration, inherent fragility, concealed weakness, manufacturer sensitivity, ordinary exposure reasonably incidental to the authorized Services, or work by others. Nothing in this Section releases Contractor from responsibility for direct damage caused by Contractor's negligence, willful misconduct, or another liability that applicable law does not permit the parties to waive or limit.

Contractor may decline to proceed around an item when Contractor reasonably determines that the item creates an unacceptable safety, access, contamination, damage, or liability risk. Contractor may require Client removal, specialty handling, a qualified mover or trade, additional protection, a Change Order, supplemental pricing, or documented acknowledgment of the Client's decision before continuing the affected portion of the Services.

2.39 NATURAL OCCURRENCE OF MOLD, AIRBORNE SPORES AND REMEDIATION OBJECTIVE

Molds and fungal spores occur naturally in indoor and outdoor environments. Microscopic spores may remain airborne, settle in ordinary dust, and move between indoor and outdoor environments. No practical remediation process can eliminate every mold spore from a building, sterilize a normal occupied structure, or permanently prevent ordinary environmental spores from later entering the Property.

Contractor's mold-remediation objective is to perform the authorized removal, cleaning, HEPA cleaning, treatment, containment, drying, and related corrective Services identified in the approved Scope of Work; remove or clean authorized mold-affected materials and surfaces as applicable; reduce abnormal or project-related fungal contamination within the serviced area; and return the serviced area, to the extent reasonably achievable within the authorized scope and existing conditions, toward a condition consistent with normal fungal ecology. Contractor does not promise a fixed airborne spore count, zero spores, sterile conditions, or elimination of every mold organism from the Property.

After Services, fungal spores and particulates may be reintroduced through ordinary building use and outdoor-air exchange, including opening exterior doors, windows, garage doors, vents, and other openings; operation of HVAC or ventilation systems; entry by occupants, visitors, pets, clothing, shoes, packages, furniture, and Contents; and other ordinary movement between indoor and outdoor environments. The types and quantities of naturally occurring airborne spores may vary by season, weather, recent rain or damp conditions, surrounding vegetation, landscaping, nearby organic material, regional climate, and other environmental factors outside Contractor's control.

The later presence of naturally occurring spores, ordinary environmental dust, or a different airborne fungal profile after containment is removed and normal building use resumes does not, by itself, establish that Contractor failed to perform the authorized remediation. A workmanship concern must be evaluated in light of the serviced area, documented completion condition, Source Condition status, moisture and humidity history, post-service occupancy, outdoor-air exchange, HVAC operation, Contents movement, new water events, and other relevant intervening conditions.

2.40 MOLD-FREE, SPORE-FREE AND PROPERTY-WIDE CERTIFICATION LIMIT

Completion of mold-remediation Services means Contractor has completed the authorized remediation tasks within the identified Scope of Work; it does not mean that Contractor certifies the Property, building, room, air, Contents, HVAC system, or any untreated area as mold-free, spore-free, allergen-free, contamination-free, sterile, medically safe, or permanently protected from future fungal growth. Contractor does not represent that every mold spore has been removed or that mold can never recur. Any statement that visible or authorized mold-affected conditions were remediated refers only to the materials, surfaces, areas, and Services actually included and completed under the approved Scope of Work.

2.41 ADVANCE ELECTION OF POST-REMEDIATION VERIFICATION AND TESTING

When the Client intends to use independent post-remediation verification, clearance, air sampling, surface sampling, laboratory analysis, environmental assessment, or similar third-party testing to evaluate Contractor's remediation Services, the Client must disclose that intent in writing at project authorization and before Contractor mobilizes to the Property to begin remediation.

The purpose of this advance election is to allow Contractor to plan the work sequence, containment, critical barriers, air-filtration or negative-air Equipment, access controls, final cleaning, documentation, demobilization sequence, and any reasonable preservation measures needed to maintain the serviced area in a condition suitable for prompt third-party evaluation. Notice first given on the scheduled service day after Contractor arrives, after mobilization has begun, after containment or Equipment has been configured, during active remediation, during final cleaning, while Contractor is preparing to demobilize, after containment or environmental controls have been removed, or after the serviced area has been materially disturbed is late notice.

Late notice does not obligate Contractor to stop completed or ongoing work, reconstruct or expand containment, repeat cleaning, reinstall barriers, redeploy Equipment, restore a previously controlled condition, delay demobilization, reserve labor, or provide additional Services without Contractor's written acceptance and any required Change Order, supplemental Estimate, scheduling adjustment, or additional charge. If Contractor elects to accommodate a late testing request, the Client is responsible for all reasonable added costs associated with the request, which may include additional containment or barrier work, re-cleaning, reinspection, remobilization, labor, monitoring, extended air-filtration or negative-air operation, dehumidification, Equipment days, standby, scheduling capacity, documentation, and coordination with the independent evaluator.

Accommodation of a late request is discretionary and does not establish that the late-requested procedure was included in the original Scope of Work. A Client who timely elects independent verification is responsible for arranging the evaluator in advance and for providing Contractor, before mobilization when reasonably available, any proposed protocol, sampling locations, access requirements, preservation requirements, or other testing-related instructions that the Client expects Contractor to consider. A third-party protocol is not binding on Contractor unless Contractor reviews and accepts it in writing.

Contractor may decline requirements outside the approved Scope of Work, Contractor's qualifications, professional judgment, service model, safety practices, or agreed project price. Timely election of testing does not make Contractor responsible for the independent evaluator, laboratory, testing method, interpretation, scheduling, fees, or result.

Testing is intended to evaluate the completed authorized remediation under the preserved post-service conditions then existing; it does not convert Contractor's remediation into a guarantee of a mold-free or spore-free Property.

2.42 CUSTOMER-OWNED, TRANSFERRED AND CLIENT-RETAINED EQUIPMENT

Equipment that Contractor purchases, procures, orders, delivers, supplies, or arranges specifically for the Client to own, retain, and continue using after Contractor's active Services is "Customer-Owned Equipment" once the item is delivered to the Client for permanent retention or ownership is otherwise transferred under the project record. Customer-Owned Equipment is different from Contractor-owned drying, filtration, dehumidification, monitoring, containment, odor-control, or other project Equipment temporarily placed at the Property and later retrieved by Contractor.

The purchase, procurement, delivery, initial placement, setup, recommendation, or temporary assistance with Customer-Owned Equipment does not create an ongoing duty for Contractor to operate, monitor, maintain, service, repair, calibrate, drain, clean, register, replace, inspect, or manage that equipment after transfer unless a separate written service expressly includes that responsibility.

Contractor's remediation or mitigation price does not include indefinite equipment support, preventive maintenance, recurring operational checks, or responsibility for the Client's continued use of Customer-Owned Equipment.

3. SERVICE PRICING

3.1 PRICING METHODS AND SERVICE VALUATION

Contractor establishes pricing according to the nature, extent, complexity, risk, urgency, anticipated requirements, and professional value of the authorized Services. Pricing may account for mobilization, labor, supervision, Equipment, Equipment availability, materials, consumables, containment, protective measures, disposal, transportation, documentation, project management, access conditions, contamination conditions, safety requirements, scheduling demands, overhead, coordination, and responsibility assumed. Pricing may be presented as a fixed project price, lump-sum price, itemized price, unit-based price, time-and-materials charge, Equipment rate, emergency-service charge, minimum charge, or a combination of pricing methods.

3.2 VALUE OF AUTHORIZED SERVICES

The agreed price represents the complete authorized service, committed scheduling capacity, technical methods, Equipment allocation, project risk, documentation, coordination, and responsibility undertaken by Contractor. The price is not determined solely

by technician hours, visit duration, square footage, material retail cost, Equipment ownership cost, or the amount of time personnel are visibly present at the Property.

3.3 ESTIMATE BASIS AND ASSUMPTIONS

The Estimate is based on visible and reasonably accessible conditions, Client-provided information, understood quantities, normal access, identified service categories, assumed utilities, disposal needs, and the conditions known when prepared. Concealed conditions, added areas, changed contamination, restricted access, third-party requirements, after-hours work, special handling, delayed authorization, extended Equipment use, or changed project sequencing may require revised pricing.

3.4 INCLUDED AND EXCLUDED COSTS

Only items identified in the approved Estimate are included. Reconstruction, source repair, testing, specialist services, permits, engineering, moving or storage beyond the stated scope, extraordinary disposal, parking, tolls, utility upgrades, emergency power, added documentation, and third-party charges are excluded unless specifically stated.

3.5 ESTIMATE VALIDITY

An Estimate is valid for the period stated on the Estimate. After that period, Contractor may require a new inspection, revised scope, revised pricing, or updated scheduling based on current conditions, labor, Equipment, material, disposal, vendor, and availability requirements.

3.6 QUANTITIES, DURATIONS AND ITEMIZATION

Measurements, quantities, labor hours, production rates, Equipment days, material allowances, and anticipated durations may be reasonable projections used to develop the price and are not guarantees unless the Agreement Documents expressly state that billing is based on actual time, units, or quantities. Itemized pricing and internal allocation are provided for clarity and do not convert a fixed project price into unit-price or time-and-materials billing. The approved project total controls for the authorized Scope of Work unless changed in writing.

3.7 DISCOUNTS, PACKAGES AND PRICING ALLOCATION

A discount, negotiated price, package price, savings amount, or promotional adjustment does not reduce the authorized service standard or permit omission of included safety, containment, cleaning, treatment, Equipment, documentation, or closeout requirements. The approved Estimate identifies the Base Service Price and any separately approved discounts or adjustments. Only discounts or adjustments expressly shown in the approved Estimate or Work Authorization apply. Minimum charges, mobilization, administrative allocations, and protected hard costs remain part of the agreed project price. Contractor may reasonably allocate the approved total among service lines for estimating, insurance, financing, or internal accounting without changing the authorized scope or total price.

3.8 INTERNAL PRICING INFORMATION

The Client purchases the approved project scope and professional service, not Contractor's underlying payroll, vendor invoices, Equipment ownership cost, internal allocation formulas, estimating databases, production rates, overhead calculations, profit margins, purchasing terms, supplier agreements, or subcontractor pricing. Those internal records are not part of the Agreement and are not required as a condition of performance or payment unless disclosure is legally required or Contractor expressly agrees otherwise in writing.

3.9 NO IMPLIED FREE WORK AND ADDITIONAL PRICING

A recommendation, observation, photograph, conversation, service capability, or task commonly associated with restoration does not mean the task is included. Added work, hidden conditions, Client-requested changes, delayed access, third-party interference, extended Equipment use, additional disposal, or work outside the approved Scope of Work may require a written Change Order, supplemental Estimate, or other written pricing approval.

3.10 PARTIAL PERFORMANCE AND EARNED VALUE

If the project is suspended, reduced, transferred, or ended before the entire approved scope is performed, the amount earned is determined by the labor, mobilization, Equipment, materials, products, disposal, documentation, administration, supervision, scheduling capacity, risk, hard costs, and project phases performed, committed, ordered, or allocated. The earned amount is not limited to a simple percentage of visibly completed field labor. Any cancellation, early termination, earned-charge calculation or refund under this provision is subject to Sections 17.1–17.3, including Serve Xpert’s company cancellation policy and applicable

mandatory rights. No cancellation charge is automatic; lawful documented charges and required refunds are evaluated under those provisions.

3.11 INCORPORATED PRICING CALCULATIONS

The approved Estimate shows the project pricing calculation. The Work Authorization carries the Base Service Price before fees and tax. Unless a later written correction or Change Order applies, the incorporated pricing record controls the project-specific figures. The pricing sequence may include: (a) Project Price before approved discounts; (b) any approved Administrative Discount, identified as a percentage and dollar amount; (c) Adjusted Project Price after approved discounts; (d) Project Coordination & Logistics Fee; (e) Preferred Payment Discount when applicable; (f) Subtotal Before Taxes; (g) Applicable Tax, if any; and (h) Total Amount Due.

3.12 PROJECT COORDINATION & LOGISTICS FEE

A Project Coordination & Logistics Fee equal to 4% of the Adjusted Project Price is included in the regular project pricing and applies regardless of payment method.

The fee compensates Contractor for administrative, operational, logistical, scheduling, capacity, mobilization, documentation, and project-support resources required to prepare for, coordinate, support, administer, and close out the authorized project. These resources and activities may include project planning; scheduling and calendar reservation; production-capacity reservation; limiting or declining other scheduling opportunities after project capacity has been committed; crew assignment, coordination, reassignment, dispatch, and movement between projects; Equipment reservation, availability planning, staging, loading, delivery, placement, servicing, retrieval, unloading, and return to inventory; material, product, chemical, consumable, tool, PPE, safety, containment, and engineering-control planning and preparation; procurement, purchasing, pickup, transportation, delivery, hauling, temporary staging and storage; vehicle and travel logistics; fuel, tolls, parking, and other project-related transportation costs; vendor and subcontractor coordination; mobilization and demobilization planning; project setup; customer and project communications; photographs, recordings, transcriptions, electronic documentation, cloud storage, data organization, and record retention; compliance-related administration; scheduling of monitoring, Equipment retrieval, debris hauling, and closeout activities; and other reasonable project-management and logistical functions associated with the authorized Services. These activities may begin immediately upon authorization and may require Contractor to commit, reserve, purchase, advance, transport, stage, store, or otherwise allocate resources before receiving full project payment and before visible field Services begin.

The fee may therefore reflect resources, time, capacity, expenditures, and operational commitments that are not measured solely by technician hours physically spent at the Property. Reservation of project capacity may limit Contractor's ability to schedule or accept other work during the committed period.

The Project Coordination & Logistics Fee compensates Contractor for these project-specific commitments and remains part of the authorized project pricing as provided by the Agreement Documents. Separate charges must identify distinct authorized work, resources or costs not already included in that fee or another approved price. The same labor, material, disposal component, treatment application or Equipment period will not be charged twice under different names. One air-filtration unit is not two simultaneous units merely because it provides filtration and negative-air support; distinct authorized setup or control work remains separately chargeable when expressly identified.

3.13 PREFERRED PAYMENT DISCOUNT

The Project Coordination & Logistics Fee remains part of the regular project pricing for every payment method. When the Client selects and actually pays by cash, approved check, Zelle, or wire transfer, the incorporated pricing record may apply a separate Preferred Payment Discount equal to the Project Coordination & Logistics Fee. This discount is conditional on actual use of the selected preferred method. If the Client changes to a non-preferred method, the discount is removed and the Total Amount Due recalculates accordingly.

3.14 CALCULATED FIELDS AND CUSTOMER ENTRIES

Pricing amounts shown in the approved Estimate or Work Authorization are based on the selected scope, payment method, and approved inputs. The Client is responsible for accurately providing or confirming customer, property, selected-option, and payment-method information. An unauthorized edit, clerical entry, or calculation or display error does not create a discount or reduce the amount otherwise supported by the approved figures. Contractor may correct an obvious calculation or data-entry error under Article 24.

4. PAYMENT TERMS & SCHEDULE

4.1 PAYMENT OBLIGATION

The Client is responsible for the Total Amount Due and all other authorized charges, including deposits, progress invoices, Equipment days, Change Orders, the Project Coordination & Logistics Fee, applicable taxes, disposal, documentation, and final balances, regardless of insurance coverage, reimbursement, financing outcome, real-estate transaction, landlord or tenant dispute, or payment by another party. The Work Authorization shows the Base Service Price before fees or tax, not the final amount due. The Total Amount Due shown in the approved Estimate is calculated from the Adjusted Project Price, Project Coordination & Logistics Fee, any Preferred Payment Discount, Subtotal Before Taxes, and Applicable Tax, if any.

4.2 DEPOSITS AND ALLOCATION

No deposit is required to schedule services under the standard terms. A deposit or progress payment applies only if Serve Xpert specifically approves it for the project and the accepted Estimate states the amount and due event. No automatic percentage or project-price threshold applies. Mandatory deposit limits, contract-execution requirements and restrictions on collecting payment before execution remain controlling. Any approved deposit must comply with the maximum, timing and permitted special-order-material treatment applicable to the actual transaction. Required project-specific terms and disclosures must be supplied with the Estimate or Work Authorization under Sections 27.8 and 27.14. A deposit is applied to project obligations as resources are lawfully allocated or Services begin; any statutory cancellation, refund, or deposit protections that cannot be waived remain controlling.

4.3 PROGRESS AND EQUIPMENT CHARGES

Contractor may invoice by project phase, work completed, Equipment duration, Change Order, milestone, or other written schedule. Equipment charges continue while Equipment remains placed or allocated because the project requires it, access is delayed, the Client requests it remain, the Client prevents pickup, or conditions have not met the documented removal criteria.

4.4 FINAL PAYMENT UPON COMPLETION OF AUTHORIZED SERVICES

Payment due upon completion of the service.

4.5 NO PAYMENT HOLDBACK FOR OUTSIDE WORK

Payment may not be withheld because reconstruction, painting, flooring, source repair, third-party testing, insurer review, mortgage endorsement, or work by another contractor remains pending. Contractor's payment is earned by completing the authorized Services, not by restoring the Property to a pre-loss finished condition.

4.6 OVERDUE AMOUNTS

Amounts not paid when due accrue a late charge of 1.5% per month, or the maximum enforceable amount if lower, together with collection costs. Acceptance of a partial payment does not waive the remaining balance or any lien, collection, suspension, or contractual right.

4.7 APPLICATION OF PAYMENTS

Contractor may apply payments to the oldest balance, fees, costs, interest, Equipment charges, or principal in a reasonable order. The legal effect of a payment tendered as full settlement, including a check notation or accompanying communication, is governed by applicable accord-and-satisfaction law. This Agreement does not override a discharge that the law recognizes without a separately signed acceptance.

4.8 DISPUTED INVOICE PROCEDURE

The Client is requested to identify a specific invoice concern in writing within five calendar days of receipt so Contractor can review it promptly. This is an administrative request, not a deadline that waives a claim, defense, billing-error right, chargeback right or other protected dispute right. Contractor will review supported concerns and correct verified errors. Undisputed amounts lawfully due remain payable; any legally protected right to withhold a disputed amount or use an issuer’s or payment provider’s dispute process remains effective.

4.9 PAYMENT PLANS AND ACCELERATION

A written installment or payment plan is an accommodation and does not replace, reduce or release the original debt except as expressly agreed. If an installment under an approved written payment arrangement is missed, reversed or late, Contractor may elect by written notice to declare the remaining lawfully owed balance immediately due, subject to that arrangement and any applicable notice, cure period or protected dispute right. Contractor may suspend further performance and exercise lawful collection rights when permitted by the Agreement and applicable law.

4.10 THIRD-PARTY PAYMENTS AND PAYMENT INSTRUCTIONS

Payment by an insurer, lender, property manager, employer, family member, tenant, owner, or other third party does not release the Client until cleared funds are received and applied. The Client shall use only payment instructions shown on Contractor's verified invoice or confirmed directly through an established Serve Xpert contact. Funds sent to an unauthorized person, altered account, or fraudulent instruction do not satisfy the Client's balance.

4.11 EQUIPMENT MINIMUM AND EXTENDED USE

Unless the approved Estimate expressly states otherwise, drying, dehumidification, air-filtration, negative-air, odor-control, and other project Equipment placed on a daily-duration basis is subject to a minimum billable period of seventy-two (72) hours. The minimum applies even when project conditions permit earlier removal, unless Contractor expressly approves a different written charge. Equipment required or authorized to remain beyond the quoted included period, which is at least 72 hours unless the approved Estimate expressly states otherwise, is subject to the applicable additional daily Equipment rate and any authorized monitoring, service, drainage, filter, labor, standby, or related charges stated in the Estimate, Change Order, supplemental authorization, invoice, or applicable project pricing record. The 72-hour minimum is a billing minimum and does not guarantee that drying, filtration, remediation, treatment, or environmental objectives will be achieved within 72 hours. Contractor determines recommended Equipment removal based on project conditions, readings, service objectives, safety, professional judgment, and the authorized Scope of Work. Additional-day charges must use the approved daily rate and billing basis and must not duplicate included days. Equipment merely awaiting Contractor’s scheduled pickup does not, by itself, create an additional use charge. The Equipment billing period is distinct from the post-completion verification preservation window in Section 16.10; the two periods are not automatically added together.

4.12 CLIENT-CAUSED EQUIPMENT INTERRUPTION AND CONTINUING BILLABLE EQUIPMENT DAYS

If Contractor-owned project Equipment has been placed or allocated to the Property for drying, dehumidification, air filtration, negative air, containment support, odor control, stabilization, remediation, or another authorized project objective, the Client shall not avoid or reduce Equipment charges by unplugging, shutting off, relocating, resetting, reprogramming, blocking, disconnecting, removing, or otherwise interfering with the Equipment without Contractor's prior approval.

Equipment remains allocated to the project and unavailable for redeployment to another project until Contractor authorizes removal, release, replacement, or demobilization. When Client, occupant, visitor, property representative, or third-party interference causes Equipment to be off, disconnected, moved, obstructed, improperly drained, improperly powered, or otherwise prevented from operating as intended, the applicable Equipment day remains billable to the extent permitted by law when the Equipment remains placed or allocated to the project.

The fact that a unit was not operating because of unauthorized Client or third-party interference does not convert that allocated day into a free Equipment day. If unauthorized interference delays drying, filtration, remediation, stabilization, treatment, verification, or another project objective, the Client is responsible for the reasonable additional project duration caused by that interference, including additional billable Equipment days and any applicable monitoring, reinspection, labor, drainage, filter, standby, travel, remobilization, documentation, or related charges stated in the Agreement Documents or otherwise lawfully authorized.

Contractor is not required to absorb additional days created by Client-caused interruption merely because the original anticipated duration would have been shorter if the Equipment had operated continuously as directed. These charges are intended to compensate Contractor for continued Equipment allocation, possession at the Property, lost availability for other projects, extended project duration, additional monitoring and service responsibility, and other resources reasonably caused by the interruption; they are not intended as a penalty.

Nothing in this Section authorizes a charge prohibited by applicable law.

5. ACCEPTED PAYMENT METHODS, FEES & TAXES

5.1 DIRECT PAYMENT METHODS

Contractor accepts cash, approved check, Zelle, and wire transfer as preferred direct payment methods. When one of these methods is selected and actually used, the approved Estimate may show the Preferred Payment Discount described in Article 3.13. Checks are subject to verification and final clearance before the account is considered paid.

5.2 CREDIT AND DEBIT CARD PAYMENTS

Credit and debit card or digital-wallet payments do not receive the Preferred Payment Discount unless Contractor expressly approves otherwise in writing. The Total Amount Due shown in the incorporated pricing record reflects the applicable Project Coordination & Logistics Fee, taxes, and any other authorized charge. A change from a preferred direct-payment method to card or digital-wallet payment removes the Preferred Payment Discount and changes the total due accordingly.

5.3 FINANCING

Third-party financing, including Wisetack when offered, is subject to lender approval, lender terms, project eligibility, and individual qualification. Financing does not receive the Preferred Payment Discount unless Contractor expressly approves otherwise in writing. The financing total may include the Project Coordination & Logistics Fee, applicable taxes, lender-authorized charges, and other amounts reflected in the incorporated pricing record. Contractor is the service provider, not the lender, and does not control approval, interest rate, repayment term, disbursement, or lender decisions.

5.4 PAYMENT METHOD ELECTION

The final amount due is based on the payment method selected in the Work Authorization and actually used. A preferred-payment total is conditioned on payment by cash, approved check, Zelle, or wire transfer. If another method is used, the Preferred Payment Discount is removed and the Client must pay the recalculated Total Amount Due. Split payments may be calculated by method, and Contractor may issue an updated payment notice or invoice.

5.5 ELECTRONIC AND MOBILE PAYMENTS

Cash App, Venmo, PayPal, or another mobile or electronic platform is accepted only when Contractor expressly approves the method and confirms the payment instructions. Ordinary platform fees, holds, limits or delays do not postpone a lawfully owed payment obligation. Section 5.6 and all protected dispute rights remain controlling for reversals or disputed transactions.

5.6 CHARGEBACKS AND PAYMENT REVERSALS

When practical, the Client is requested to notify Contractor in writing of a payment concern and allow up to 14 calendar days for review and a proposed correction. Notice to Contractor and this review period are not prerequisites to a chargeback, bank dispute, stop-payment, financing dispute or other protected remedy, and do not shorten or delay any applicable deadline. A reversal does not by itself resolve whether an underlying charge is lawfully owed. Fees and collection or documentation costs may be charged only when authorized and permitted by law; no fee or default is imposed merely for exercising a protected dispute right.

5.7 RETURNED PAYMENTS

When a check or electronic payment is returned or rejected, any amount that remains lawfully owed must be paid by a verified method approved by Contractor, subject to applicable dispute rights. A returned-payment fee applies only when permitted under Section 28.1 and applicable law, after any required notice or cure period. A justified stop-payment, unauthorized transaction or protected payment dispute does not by itself create a fee or payment default.

5.8 PROCESSOR, BANK AND LENDER HOLDS

A processor authorization, lender approval, pending transfer, bank hold, deposit notice, or financing commitment is not final payment until Contractor receives cleared funds. A hold, reserve, limit, delay, rejection, or reversal imposed by a bank, processor, or lender does not postpone the Client's payment obligation, and the Client must use another approved method when necessary. This section does not override Section 5.6, a legally protected dispute or withholding right, or a required issuer or provider investigation process.

5.9 FINANCING SHORTFALL, EXPIRATION OR CANCELLATION

If financing is approved for less than the amount due, expires before disbursement, is cancelled, is reversed, or excludes a portion of the project, the Client must pay the difference by another approved method. Contractor may delay scheduling, pause work, or require replacement payment until the complete required amount is secured.

6. NON-REFUNDABLE EARNED SERVICE POLICY

6.1 FINALITY OF EARNED CHARGES

Charges for Services performed, labor reserved or deployed, Equipment allocated or used, materials purchased or allocated, products opened or applied, debris handled, disposal arranged, documentation prepared, mobilization completed, and administration performed are earned and non-refundable to the extent lawfully chargeable. Nothing in this section overrides a mandatory statutory cancellation, deposit, or refund right. Sections 6.1–6.6 are also subject to Sections 17.1–17.3, including Serve Xpert's company cancellation policy. No cancellation charge is automatic; lawful documented charges and required refunds are evaluated under those provisions.

6.2 DEPOSITS

A deposit is not a security deposit held for later return. Subject to any mandatory cancellation, deposit, or refund right, a deposit may be applied to project obligations as resources are allocated or work preparation begins. Amounts lawfully earned for authorized Services, materials, Equipment, or resources are not automatically refundable merely because the Client later postpones, reduces, transfers, or cancels the project.

6.3 NO REFUND BASED ON OUTSIDE EVENTS

Subject to Sections 17.1–17.3, including Serve Xpert's company cancellation policy and applicable mandatory rights, no refund is due solely because an insurer denies or underpays a claim, financing is declined, a property sale or closing fails, another contractor offers a lower price, the Client changes plans, a tenant or landlord refuses reimbursement, or reconstruction is not completed.

6.4 WRITTEN CREDIT ONLY

Any courtesy credit or compromise must be expressly approved in a signed writing by Contractor. Refunds required under Sections 17.1–17.3 or applicable law do not depend on discretionary approval. A verbal statement, disputed charge, social-media post, or third-party demand does not by itself create a refund obligation.

6.5 REQUIRED PROJECT-SPECIFIC CANCELLATION RIGHTS

Sections 17.1–17.3 and any applicable non-waivable cancellation, deposit or refund right control this Article. A required project-specific notice must be provided and honored as applicable; this Article does not restrict a legally effective cancellation method or a required refund. Any charges for requested, performed, consumed or allocated Services and resources remain subject to those provisions.

6.6 PARTIAL SCOPE REDUCTION OR POSTPONEMENT

Reducing, postponing, transferring, or removing part of the approved scope does not automatically reverse charges already earned through scheduling, labor reservation, mobilization, Equipment allocation, product or material commitment, documentation, disposal planning, or administration. Any account adjustment must be stated in a written record issued by Contractor.

6.7 DUPLICATE OR CLERICAL OVERPAYMENT

Contractor will correct a verified duplicate payment or clerical overpayment promptly after verification and clearance, subject to any earlier refund deadline required by law. The excess will be returned unless the Client agrees to an account credit or applicable law permits a different disposition. Correcting an excess payment is not a refund of earned project charges and does not reopen settled pricing, completed work, or the non-refundable service policy.

7. CHANGE ORDERS & THIRD-PARTY INTERFERENCE

7.1 WRITTEN AND SIGNED MATERIAL CHANGE ORDERS

Any material change to the authorized Scope of Work, contract price, quantities, materials, Services, Equipment requirements, disposal requirements, or estimated completion timing shall be documented in a written or electronic Change Order and signed or electronically signed by the Client and Contractor before Contractor is obligated to perform the changed work, whenever applicable law requires such execution and as Serve Xpert's uniform residential project procedure.

The Change Order shall reasonably identify the changed work or condition, the corresponding addition or reduction in price when applicable, and any material schedule effect known at the time.

Routine scheduling communications, access instructions, Equipment pickup coordination, ordinary field sequencing, and other non-material administrative decisions that do not materially change the Client's contractual scope or financial obligation may be documented by text, email, portal message, or another reliable project record.

When an immediate condition requires action to protect persons or property, Contractor may perform only those emergency or stabilization measures lawfully authorized under the applicable emergency procedure. Emergency action does not eliminate a statutory requirement for a signed Change Order covering additional non-emergency work.

The absence of a signed Change Order shall not make previously authorized original-scope Services free. Contractor shall not rely on an informal communication as a substitute for a signed material Change Order where the law governing the transaction requires signatures.

7.2 EMERGENCY OR FIELD-CONDITION CHANGES

When immediate action is reasonably necessary to prevent additional damage or address a newly exposed condition, Contractor may request written field authorization by text or email. If the Client declines or cannot be reached, Contractor may stabilize the area, stop work, or limit work to the previously authorized scope.

7.3 SCOPE FINALITY

Contractor has no duty to perform free additional work because a Client, insurer, adjuster, consultant, hygienist, property manager, buyer, seller, landlord, tenant, realtor, or other person later requests a different method or expanded result. Added requirements may change price and schedule.

7.4 THIRD-PARTY PROTOCOLS

A third-party protocol, report, estimate, test, carrier scope, or recommendation is not binding on Contractor unless Contractor reviews and accepts it in writing. Contractor may reject a requirement outside its qualifications, licensing, safety practices, service model, or approved project price.

7.5 UNAUTHORIZED INSTRUCTIONS

Contractor will rely only on the Client or a recognized authorized representative. Instructions from occupants, family members, tenants, employees, realtors, property managers, adjusters, consultants, or other contractors do not change the Scope of Work unless the Client authorizes them and Contractor accepts them in writing.

7.6 WORK BY OTHERS

The Client must disclose and coordinate work by other contractors. Contractor may suspend Services if another person enters containment, moves Equipment, changes the environment, removes materials, cleans, repairs, paints, installs finishes, or otherwise affects the work area. Contractor is not responsible for altered conditions, failed testing, contamination, delays, or damage caused by others.

7.7 THIRD-PARTY SITE VISITS

Visits by insurers, consultants, inspectors, or other parties do not alter the Scope of Work, payment schedule, Substantial Completion, or warranty unless Contractor agrees in writing. The Client is responsible for ensuring visitors comply with access, PPE, containment, and safety rules.

7.8 CONFLICTING INSTRUCTIONS

When the Client, an owner, tenant, property manager, insurer, consultant, family member, or other participant gives conflicting directions, Contractor may pause the affected work until the Client identifies one controlling Authorized Representative and provides a clear written instruction. Resulting standby, delay, reinspection, Equipment, protection, or remobilization costs are the Client's responsibility.

7.9 NO FIELD AUTHORITY TO GRANT FREE CHANGES

A technician, laborer, subcontractor, dispatcher, vendor, or other field participant may discuss conditions and recommendations but may not waive payment, promise free additional work, alter the warranty, expand the scope, release a claim, or change a material contract term unless Contractor confirms the change through an authorized project record.

7.10 DECLINED CHANGE ORDER, PROJECT SUSPENSION AND EARNED PAYMENT

If conditions discovered during performance reveal additional affected areas, quantities, contamination, moisture, deterioration, materials, Source Conditions, safety concerns, access requirements, or other work outside the approved Scope of Work, Contractor may document the condition and propose a Change Order, supplemental Estimate, or other authorization for the additional Services.

Contractor is not required to perform additional or expanded work without Client authorization and agreement to the additional price. When the newly discovered condition materially affects Contractor's ability to safely, effectively, or reasonably continue the original Scope of Work, Contractor may pause the affected Services until the Client approves or declines the proposed additional work.

Contractor may continue unaffected portions when reasonably practical but is not required to proceed in a manner Contractor determines would compromise safety, sequencing, containment, drying, remediation, treatment, documentation, or the intended service result. If the Client approves the additional Services, the authorization becomes part of the Agreement Documents and, unless another payment schedule is established, the added charges are due with the applicable project balance.

If the Client declines, delays, limits, or refuses additional Services that Contractor reasonably determines are necessary to address a condition affecting the authorized work, prevent recurrence, maintain environmental conditions, correct a Source Condition, or protect the intended service result, the decision constitutes a Customer-Directed Deviation.

Warranty eligibility and claims are evaluated under Article 16. A documented Customer-Directed Deviation limits coverage only to the extent it caused, contributed to, or materially prevented reliable evaluation or correction of the claimed condition. Contractor is not responsible for recurrence, spread, worsening, additional damage, failed verification, or other consequences caused by the uncorrected or excluded condition, but remains responsible for separate deficient authorized workmanship and non-waivable obligations.

If Contractor reasonably determines that remaining original Services cannot or should not continue because of the newly discovered condition, Contractor may stabilize the affected area when reasonably appropriate, document the condition and Client decision, demobilize, remove Contractor property when safe, and close or suspend the affected project. Declining a Change Order does not cancel the original Agreement, reverse Services already performed, or eliminate charges already earned. The Client remains responsible for the value of authorized Services performed and resources committed through suspension or closeout as determined under Article 3.10, and Contractor may issue an interim or final invoice for those earned charges. Unless Contractor agrees otherwise in writing, the invoiced earned balance becomes due upon project suspension, termination, or administrative closeout. Such suspension or closeout is not Contractor abandonment.

8. CLIENT RESPONSIBILITIES & PROPERTY ACCESS

8.1 ACCESS

The Client shall provide safe, timely, and unrestricted access to the authorized areas, reasonable staging areas, utilities, parking or loading access, and any keys, codes, permissions, or building coordination needed for the Services. Contractor is not responsible for delay or added cost caused by denied, limited, late, or unsafe access.

8.2 UTILITIES AND ENVIRONMENTAL CONDITIONS

The Client shall maintain adequate electricity, water, temperature, HVAC operation, and other environmental conditions requested by Contractor. The Client is responsible for utility charges. Loss of power, inadequate circuits, shutoff utilities, open windows or doors, changed thermostat settings, or other environmental interference may extend drying, require added Equipment, cause recurrence, or prevent completion.

8.3 EQUIPMENT NON-INTERFERENCE

Except for Contractor-authorized action or immediate emergency action permitted by Section 8.22, the Client, occupants, and third parties shall not unplug, shut off, move, block, cover, redirect, reset, reprogram, damage, use, or tamper with Equipment. Airflow, intake, exhaust, drainage, cords, hoses, filters, ducting, and power distribution must remain unobstructed. Unauthorized interference may cause longer drying, failed drying, cross-contamination, odor return, Equipment damage, added labor, added demolition, added Equipment days, failed verification, or claim-specific limitations of express warranty coverage under Article 16 to the extent causally connected to the interference. The Client is responsible for resulting charges and damage.

8.4 CONTAINMENT AND WORK-ZONE NON-INTERFERENCE

The Client shall not remove, open, cut, relocate, bypass, or alter containment, barriers, seals, negative-air ducting, warning signs, temporary protection, or staged waste. Entry is permitted only with Contractor approval and required PPE. Unauthorized entry or alteration may stop work and may affect an associated warranty or verification claim only to the extent stated in Article 16; it does not automatically defeat an unrelated workmanship claim.

8.5 OCCUPANTS, CHILDREN, PETS AND VISITORS

The Client shall keep occupants, children, pets, visitors, and unauthorized workers away from active work zones and Equipment. The Client is responsible for arranging relocation or restricted access when instructed. Contractor does not determine habitability or medical suitability and is not responsible for inconvenience, heat, noise, vibration, airflow, odors, reduced access, or temporary loss of room use.

8.6 PERSONAL PROPERTY AND VALUABLES

The Client shall remove or secure money, jewelry, firearms, medications, confidential records, irreplaceable items, fragile items, and other valuables before work. Contractor does not accept special custody of undisclosed or unsecured valuables left in active work or staging areas unless agreed in writing. The Client's preparation duties do not excuse Contractor's own negligence, willful misconduct or liability that applicable law does not permit the parties to waive.

8.7 TEMPORARY MOVEMENT OF CONTENTS AND APPLIANCES

Contractor may reasonably move, shift, detach, or temporarily stage furniture, appliances, fixtures, shelving, and Contents to access the authorized areas. Unless specifically included, Contractor is not responsible for returning every item to its exact original location, reconnecting utilities, reinstalling fixtures, calibrating appliances, or restoring a prior room layout.

8.8 SOURCE CORRECTION AND TRADE WORK

The Client shall arrange prompt correction of leaks, roof openings, plumbing failures, electrical issues, drainage problems, HVAC defects, ventilation conditions, pests, structural concerns, or other Source Conditions by qualified parties. Article 16.2 explains how source correction affects a claim for damage related to that source. Delayed or refused source repair may stop work, extend Equipment use, increase cost, limit recovery for damage caused by that uncorrected Source Condition under Article 16, or result in administrative closure. Contractor may require reasonable documentation of source repairs when evaluating a related claim.

8.9 HAZARD AND CONDITION DISCLOSURE

Before work, the Client shall disclose known asbestos, lead paint, chemicals, drugs, pesticides, fuel, sewage, sharps, biological material, firearms, structural instability, electrical hazards, pests, occupant sensitivities, prior treatments, hidden tanks or lines, security systems, and other conditions that could affect safety or method. Contractor may rely on the disclosure and is not responsible for consequences of omitted or inaccurate information.

8.10 OCCUPANT SENSITIVITIES AND RE-ENTRY INSTRUCTIONS

The Client shall identify known chemical sensitivities, respiratory concerns, allergies, pregnancy, immunocompromised occupants, pets, plants, or other special conditions before product use. The Client shall follow all vacancy, ventilation, drying, and re-entry instructions. Contractor does not provide medical advice or guarantee that a product or condition is suitable for a particular person.

8.11 REFUSAL OF ACCESS AFTER WORK BEGINS

If the Client prevents access after mobilization, Contractor may suspend work, remove or leave Equipment as reasonably appropriate, secure the area, close the project, and invoice all earned charges. Return work is subject to availability, current conditions, a new schedule, payment arrangements, and any demobilization or remobilization fee.

8.12 USE OF AFFECTED AREAS DURING DRYING OR REMEDIATION

The Client shall not occupy, store new items in, clean, paint, reconstruct, or use an affected area in a way that interferes with drying, containment, cleaning, or documentation. Contractor is not responsible for recontamination, damage, moisture, odor, or failed results caused by continued use.

8.13 SECURITY AND PROPERTY MANAGEMENT

The Client remains responsible for Property security, locks, alarms, access control, mail, deliveries, occupants, and protection of unaffected areas. Contractor's presence, board-up, or temporary protection does not make Contractor a security service or property manager.

8.14 EQUIPMENT DAMAGE AND LOSS

The Client is responsible for Equipment loss, theft, vandalism, misuse, contamination beyond the authorized condition, or damage caused by the Client, occupants, pets, visitors, or third parties. Replacement, repair, decontamination, retrieval, and lost-use charges may be added to the account.

8.15 SITE PREPARATION AND CONTENTS CLEARANCE

The Client shall complete requested preparation before the scheduled visit, including clearing access paths, removing or securing Contents, identifying items to retain, making parking or loading available, and obtaining building access. Contractor may charge added labor, standby, hauling, protection, or rescheduling costs when the area is not prepared as instructed.

8.16 DUTY TO REPORT CHANGED CONDITIONS AND EQUIPMENT ALERTS

The Client shall promptly report new leaks, power loss, tripped breakers, full collection containers, drain or hose problems, unusual noise, warning lights, alarms, burning odor, Equipment damage, containment movement, unauthorized entry, or any material change in the affected area. The Client shall not attempt repairs or adjustments unless Contractor gives instructions; immediate protective action in an actual emergency remains permitted under Section 8.22.

8.17 PROPERTY OBSERVATION DURING CONTRACTOR ABSENCE

Contractor does not provide continuous on-site surveillance. During evenings, overnight periods, weekends, drying intervals, or other times when technicians are not present, the Client remains responsible for ordinary Property observation, security, utility availability, Source Condition monitoring, and prompt notice of an emergency or changed condition, especially when the Property is vacant or unoccupied.

8.18 CONTENTS PREPARATION AND DISPOSITION DECISIONS

Before Services begin and throughout the project as reasonably requested, the Client shall clear required access paths; remove or secure loose Contents; identify irreplaceable, sentimental, confidential, high-value, and retainable items; and timely provide decisions regarding retention, removal, cleaning, laundering, specialist referral, pack-out, isolation, storage, or disposal. The Client shall not assume that Contractor will individually sort, clean, inventory, pack, preserve, store, or dispose of Contents unless that service is expressly included or subsequently authorized. Failure to complete required Contents preparation or provide timely disposition decisions may restrict access, prevent effective cleaning or remediation, increase contamination-control requirements, delay the project, require additional labor or handling, result in a Change Order or supplemental Estimate, cause suspension or rescheduling, limit the achievable service result, or affect warranty eligibility for the affected area. Contractor is not responsible for delay, incomplete access, untreated Contents, recurrence, cross-contamination, or limited results caused or contributed to by the Client's failure to prepare the area or make required Contents decisions.

8.19 POST-SERVICE HUMIDITY, DEHUMIDIFICATION AND MOISTURE-CONTROL DUTIES

After drying, remediation, treatment, or other moisture-related Services, particularly in basements, crawlspaces, below-grade areas, garages, utility areas, and spaces with a history of water or humidity conditions, the Client shall maintain reasonable environmental controls capable of preventing recurring dampness, condensation, or excessive humidity. Unless Contractor provides a different written project-specific requirement, the normal post-service target is approximately thirty-five percent (35%) to forty-five percent (45%) relative humidity, with relative humidity generally maintained below fifty percent (50%) when reasonably achievable through ordinary HVAC, ventilation, and dehumidification controls. A brief or isolated humidity reading outside the target range does not, by itself, automatically terminate warranty eligibility. Sustained, repeated, or uncontrolled elevated humidity; recurring condensation; visible dampness; wet materials; standing water; failure to operate reasonably necessary dehumidification or ventilation; or failure to correct a known moisture condition may limit an express warranty claim only to the extent the condition caused or contributed to the

claimed problem, or materially prevented reliable evaluation or correction. Unrelated deficient authorized workmanship remains subject to the Agreement and law.

When dehumidification is reasonably necessary, the Client is responsible for keeping an appropriately sized dehumidifier or other approved humidity-control system operating as required; maintaining electrical power; keeping air intake and discharge unobstructed; maintaining filters; ensuring continuous drainage where configured; emptying collection containers when required; observing warning lights or alarms; and promptly arranging repair or replacement when the unit is not operating properly. The Client shall also reasonably maintain HVAC operation, sump systems, drains, gutters, downspouts, drainage components, windows, doors, and other moisture-control features applicable to the Property.

Contractor's purchase, delivery, setup, recommendation, or prior observation of a dehumidifier, sump pump, drainage device, or other system does not create a continuing duty to monitor that equipment or the Property after demobilization.

The Client shall promptly notify Contractor of a new leak, flooding event, groundwater condition, sump failure, dehumidifier failure, power interruption, unusual condensation, standing water, material dampness, or other significant moisture event affecting a warranted area and shall take reasonable steps to limit additional damage while appropriate qualified repair is arranged.

8.20 CLIENT RESPONSIBILITY FOR FURNITURE AND CONTENTS PROTECTION DECISIONS

The Client shall disclose and identify fragile, valuable, irreplaceable, sentimental, antique, custom, manufacturer-sensitive, electronically sensitive, unusually heavy, difficult-to-move, or otherwise special furniture and Contents before Services begin. The Client shall remove or secure valuables and shall timely follow reasonable instructions concerning removal, relocation, disassembly, covering, isolation, protection, or specialty handling. When the Client declines or limits a recommended protective measure, Contractor may document the instruction by photograph, video, field note, text, email, recorded communication, Change Order, deviation record, or other project record. Contractor may reasonably rely on that documented instruction. The Client's later dissatisfaction with a risk that was created or materially increased by the Client's own instruction does not convert the excluded or declined protective work into Contractor responsibility.

8.21 CLIENT OPERATION, MAINTENANCE AND MANUAL RESPONSIBILITY FOR CUSTOMER-OWNED EQUIPMENT

After Customer-Owned Equipment is transferred to or left for the Client, the Client is responsible for reading and following the manufacturer's manual, warnings, operating instructions, recommended settings, maintenance schedule, drainage instructions, filter requirements, cleaning procedures, power requirements, placement restrictions, storage instructions, and all other manufacturer guidance.

The Client is responsible for learning how to operate the equipment, selecting and maintaining appropriate settings, confirming that the equipment is actually running, monitoring collection tanks or drainage, keeping filters and air paths clear, maintaining required power, observing warning lights or fault codes, arranging ordinary maintenance, and promptly addressing malfunction or loss of performance. A courtesy explanation, initial setting, demonstration, recommendation, or temporary adjustment by Contractor does not replace the manufacturer's instructions and does not create a continuing duty for Contractor to supervise the Client's use. The Client remains responsible for confirming that Customer-Owned Equipment is appropriate for the Client's ongoing conditions and is being operated and maintained correctly after transfer.

When dehumidification or other environmental control is required to preserve a remediation result or warranty eligibility, failure to properly operate or maintain Customer-Owned Equipment may limit an express warranty claim only to the extent that failure caused or contributed to the claimed condition, or materially prevented its reliable evaluation or correction; unrelated deficient authorized workmanship is not excused.

8.22 UNAUTHORIZED SHUTDOWN, MOVEMENT OR INTERFERENCE WITH CONTRACTOR EQUIPMENT

The Client, occupants, visitors, property managers, tenants, employees, contractors, cleaners, movers, and other third parties shall not unplug, turn off, relocate, reposition, remove, disconnect, reset, reprogram, cover, block, redirect, obstruct, drain incorrectly, tamper with, or otherwise interfere with Contractor-owned project Equipment without Contractor's prior approval, except when immediate action is reasonably necessary to address an actual emergency threatening persons or property.

If emergency shutdown or movement is reasonably necessary, the Client shall notify Contractor as soon as reasonably practicable and shall not restart, reposition, or modify the Equipment except as directed by Contractor. The Client acknowledges that drying, dehumidification, air movement, filtration, negative pressure, containment performance, odor treatment, and other restoration processes depend on Equipment operating continuously or according to Contractor's specified sequence.

Unauthorized interruption may reset or extend drying progress, alter moisture or psychrometric conditions, compromise containment or filtration, increase contamination risk, prevent reliable monitoring, require additional cleaning or treatment, and extend the time necessary to complete the authorized Services. Contractor may document Equipment status, power condition, placement, settings, drainage, meter readings, photographs, timestamps, alerts, communications, or other available evidence concerning an interruption.

When Contractor reasonably determines that Client or third-party interference affected project duration or performance, Contractor may revise the expected completion timeline, require additional monitoring or Services, charge applicable extended Equipment days, document a Customer-Directed Deviation, and evaluate any effect on an express warranty claim under Article 16 only to the extent the interference caused or contributed to the claimed condition or materially prevented reliable evaluation or correction.

9. PERMITS & REGULATORY COMPLIANCE

9.1 PROJECT PERMITS, INSPECTIONS AND APPROVALS

Contractor will comply with building-permit, inspection, zoning, licensing, and other governmental requirements that applicable law places on Contractor for the Services Contractor has expressly agreed to perform. When a permit or inspection is legally required for Contractor's own authorized work, responsibility for obtaining or coordinating that requirement will be handled as required by applicable law and the project documents.

The Client remains responsible for ownership approvals, landlord permissions, condominium or homeowners-association approvals, building-management requirements, access credentials, utility coordination, and permits or approvals associated with reconstruction, trade work, source repair, or other work performed by the Client or separate contractors unless Contractor expressly accepts that responsibility in writing.

A newly discovered permit, inspection, approval, or code requirement may affect scope, price, sequence, or schedule and may require a Change Order.

9.2 TRADE AND RECONSTRUCTION PERMITS

Permits, licenses, inspections, and approvals for plumbing, electrical, HVAC mechanical, structural, roofing, reconstruction, hazardous-material abatement, or other trade work remain the responsibility of the Client and the separate qualified contractor performing that work.

9.3 COMPLIANCE-DRIVEN CHANGES

Contractor may alter or stop work to comply with safety rules, product labels, disposal requirements, building rules, governmental orders, or professional standards. Compliance-driven changes outside the approved assumptions may require a Change Order.

9.4 NO CODE OR ENGINEERING CERTIFICATION

Contractor does not certify code compliance, structural adequacy, engineering design, or trade-system performance. Observing or working near a condition does not create a duty to inspect or approve that condition.

9.5 BUILDING, ASSOCIATION AND OWNERSHIP RULES

The Client shall disclose in advance any landlord, condominium, homeowners-association, commercial-building, facility, union, security, loading-dock, elevator, parking, work-hour, noise, or certificate requirements. Requirements disclosed after scheduling may cause delay, added documentation, revised methods, or additional charges.

9.6 AUTHORITY-ORDERED INSPECTION OR STOP

If a governmental authority, fire marshal, building manager, owner, utility, or other controlling party orders an inspection, restricts access, requires added protection, or stops the work, Contractor may suspend the affected Services until the condition is resolved. Earned charges and reasonable compliance, standby, demobilization, or remobilization costs remain due.

9.7 RELIANCE ON CLIENT-PROVIDED APPROVALS

Contractor may rely on permits, ownership permissions, tenant authorizations, association approvals, access credentials, and building instructions supplied by the Client. The Client is responsible for consequences caused by an approval that is incomplete, inaccurate, expired, revoked, or issued by a person without authority.

10. HAZARDOUS MATERIALS & ENVIRONMENTAL TESTING

10.1 EXCLUDED REGULATED AND HAZARDOUS MATERIALS

Unless expressly included through properly qualified services, Contractor does not test, abate, transport, or remove asbestos, lead-based paint, PCBs, mercury, radioactive materials, hazardous chemicals, controlled-substance contamination, methamphetamine residue, unknown industrial waste, compressed-gas hazards, or other regulated materials. Ordinary restoration work may disturb dust or debris, but regulated-material services require separate authorization and qualified handling.

10.2 STOP-WORK RIGHT

If a suspected regulated material, unsafe atmosphere, structural hazard, electrical hazard, chemical hazard, concealed tank, unknown powder, sharp hazard, or other unsafe condition is discovered, Contractor may immediately isolate the area and stop work until the Client obtains qualified evaluation and correction. Delay, testing, demobilization, decontamination, remobilization, and added protection are chargeable when not caused by Contractor.

10.3 TESTING AND ABATEMENT BY OTHERS

The Client is responsible for retaining and paying qualified independent parties for sampling, laboratory analysis, abatement, clearance, engineering, or environmental assessment. Contractor may rely on written reports provided by those parties but does not adopt or guarantee their findings.

10.4 NO ENVIRONMENTAL, MEDICAL OR OCCUPANCY CERTIFICATION

Contractor does not certify the Property as mold-free, pathogen-free, contamination-free, allergen-free, odor-free, smoke-free, soot-free, chemically safe, medically safe, or fit for occupancy. Health, exposure, medical, legal, environmental, and occupancy questions must be directed to the appropriate qualified professional.

10.5 CLIENT DISCLOSURE AND INDEMNITY

The Client is responsible for harm, delay, contamination, claims, fines, or added cost caused by a known hazardous condition the Client failed to disclose. Contractor may seek reimbursement for protective measures, Equipment decontamination, medical evaluation required for workers, or specialist response resulting from the nondisclosure.

10.6 UNKNOWN MATERIALS AND PRESUMPTIVE HANDLING

An unidentified coating, insulation, powder, residue, container, odor, waste, or building material may be treated as potentially hazardous until evaluated. Contractor may isolate the area, decline disturbance, require testing, or use added protection without assuming responsibility for identifying the substance.

10.7 PESTS, ANIMALS AND BIOLOGICAL VECTORS

Bats, rodents, insects, nesting, carcasses, feces, parasites, live animals, aggressive animals, and infestation conditions may require pest-control, wildlife, veterinary, or other specialist services before or during Contractor's work. Contractor does not provide pest eradication or animal removal unless expressly included and may stop work when those conditions create a safety or contamination risk.

10.8 TESTING SCHEDULE AND RELEASE TO PROCEED

Contractor is not required to disturb a suspected material or resume the affected work while testing, abatement, correction, or written release remains pending. The Client is responsible for coordinating timely results and access. Contractor may review the third-party information, require clarification, revise the scope, or decline the affected work after the result is received.

11. HIDDEN, CONCEALED & PRE-EXISTING CONDITIONS

11.1 VISIBLE AND ACCESSIBLE BASIS

Scopes, estimates, inspections, and recommendations are based on conditions visible and reasonably accessible at the relevant time. Concealed areas, obstructed cavities, layered assemblies, furniture-covered areas, inaccessible attics or crawlspaces, duct interiors, subfloors, wall interiors, exterior assemblies, and underground or structural conditions may contain additional damage or contamination.

11.2 CONCEALED CONDITIONS AND CHANGE ORDERS

When opening or cleaning reveals additional moisture, contamination, deterioration, rot, corrosion, pests, hidden contents, damaged utilities, unsafe framing, or a larger affected area, Contractor may stop the affected work and issue a Change Order. Contractor has no obligation to absorb the added work into the original price.

11.3 PRE-EXISTING DETERIORATION AND FRAGILE MATERIALS

Contractor is not responsible for pre-existing weakness, swelling, delamination, corrosion, dry rot, staining, cracking, loose finishes, failed adhesive, deteriorated fasteners, aged caulk, damaged veneer, fragile plaster, weakened flooring, or other conditions that become apparent during reasonable cleaning, drying, movement, or removal. Reasonable access or cleaning may reveal or worsen a pre-existing failure without making Contractor responsible for the underlying condition.

11.4 NECESSARY ACCESS DAMAGE

The Client authorizes reasonable cutting, drilling, detachment, removal, or opening required by the approved Scope of Work. Contractor will use reasonable care but is not responsible for replacing finishes, fasteners, coverings, trim, flooring, cabinets, fixtures, or other materials necessarily disturbed for access unless replacement is included.

11.5 NO STRUCTURAL OR TRADE DIAGNOSIS

Contractor does not evaluate structural soundness, plumbing integrity, electrical safety, appliance operation, roofing performance, drainage design, waterproofing, or HVAC mechanical function. Suspected issues may be documented and referred to a qualified trade or professional.

11.6 CAUSATION AND FAULT

Contractor distinguishes observed conditions from possible contributing factors. Unless supported by direct evidence or a qualified third-party report, Contractor does not assign legal fault, intent, ownership responsibility, code violation, or definitive cause.

11.7 TIME-SENSITIVE CONDITIONS

Moisture, microbial-like growth, odor, contamination, staining, and material condition can change after an inspection or during delay. Contractor is not responsible for worsening that occurs before authorization, during denied access, after equipment interference, or because source correction is delayed.

11.8 INSPECTION IS NOT A GUARANTEE

No inspection, reading, photograph, or estimate guarantees that every affected or unsafe condition has been found. A later-discovered condition does not by itself establish that Contractor overlooked a reasonably discoverable condition. Available evidence must be evaluated against the authorized inspection and performance duties. Discovery does not itself expand the original scope without required written authorization or excuse an omission within that scope.

11.9 PRIOR REPAIRS AND NONSTANDARD ASSEMBLIES

Concealed patches, prior water or fire damage, improper repairs, missing supports, incompatible materials, abandoned wiring or piping, altered framing, layered flooring, hidden fasteners, and nonstandard assemblies may change the work required or create unavoidable damage during reasonable access. Contractor is not responsible for the design, quality, or failure of prior work performed by others.

11.10 FIXTURES, APPLIANCES AND UTILITY CONNECTIONS

Moving, detaching, or working near a fixture, appliance, valve, supply line, drain, cord, receptacle, hose, or connection may reveal leakage, corrosion, brittleness, failed seals, or other pre-existing weakness. Unless reconnection or trade repair is expressly included, the Client is responsible for qualified disconnection, testing, reconnection, repair, and replacement.

12. DELAYS, INTERRUPTIONS & SUSPENSION OF SERVICES

12.1 SCHEDULE ESTIMATES

Start dates, arrival windows, drying times, completion dates, hauling dates, and Equipment pickup dates are estimates. Actual timing may change because of conditions, emergency demand, weather, traffic, access, utilities, contamination, drying response, third parties, disposal, permits, material availability, or safety.

12.2 CLIENT-CAUSED DELAY

Contractor may charge for standby, travel, labor, Equipment days, storage, remobilization, rescheduling, reinspection, and administrative work caused by late access, unavailable utilities, missing approvals, payment delay, unresolved source conditions, occupant interference, other contractors, or failure to prepare the work area.

12.3 SUSPENSION FOR SAFETY OR DEFAULT

Contractor may suspend or refuse Services for unsafe conditions, threats, harassment, hostile conduct, illegal activity, hazardous materials, structural instability, unauthorized entry, Equipment tampering, containment interference or failure to follow material project instructions. Suspension for nonpayment is subject to Sections 4.8 and 5.6 and applicable law; a protected chargeback or payment dispute does not by itself justify suspension.

12.4 DEMOBILIZATION AND REMOBILIZATION

When Services are suspended because of Client default or site conditions outside Contractor’s control, Contractor may demobilize when appropriate. The $500 fee in Section 28.1 applies only to a Client-caused demobilization and remobilization, when lawfully chargeable; suspension caused solely by weather or another event not attributable to the Client does not automatically trigger that fee. Separately authorized labor, Equipment, disposal or other actual costs must be supported and must not duplicate amounts already included in the fee or approved scope. Remobilization remains subject to availability, site review and approved payment arrangements.

12.5 ADMINISTRATIVE CLOSURE AND ABANDONED PROJECTS

If the Client stops responding, repeatedly denies access, fails to approve necessary changes, refuses source correction, or leaves the project inactive for seven calendar days after written notice, Contractor may administratively close the project, remove Equipment when reasonably possible, dispose of staged project waste, and issue a final invoice for earned charges. Reopening requires Contractor approval and may require a new inspection, Estimate, deposit, or schedule.

12.6 EQUIPMENT PICKUP AND DEBRIS HAULING

Contractor-owned Equipment pickup and separately scheduled debris collection may occur after the authorized service is completed. Those later collection arrangements do not by themselves defer payment or extend the workmanship warranty. Contractor remains responsible for included pickup and disposal obligations. This provision does not deem unperformed authorized labor, site cleanup or required debris-removal work complete; the project record must distinguish completed services from later collection arrangements.

12.7 NO LIABILITY FOR DELAY OUTSIDE CONTROL

Contractor is not responsible for damage, expense, lost use, business interruption, or other consequence caused by a delay or interruption outside Contractor's reasonable control. Payment remains due for Services already performed and resources already allocated.

12.8 PHASED AND NONCONTINUOUS PERFORMANCE

Restoration Services may be performed in phases and do not require continuous daily labor at the Property. Drying, dwell time, curing, air filtration, monitoring intervals, disposal scheduling, testing, safety review, and coordination with other parties may create periods when active labor is limited or no technician is present without constituting delay or abandonment.

12.9 CHANGED CONDITIONS DURING A PAUSE

Conditions may worsen, spread, dry, become contaminated, develop odor, deteriorate, or otherwise change while work is paused or access is denied. Before resuming, Contractor may require a new inspection, revised safety plan, Change Order, additional Equipment, updated pricing, or a new project schedule.

12.10 CLIENT-CAUSED EXTENSION OF DRYING, REMEDIATION OR MITIGATION DURATION

An anticipated drying, remediation, mitigation, filtration, treatment, or stabilization duration assumes reasonable access, adequate utilities, continuous or properly sequenced Equipment operation, and compliance with Contractor's instructions. A projected duration is not a guaranteed completion date. If Client or third-party conduct interrupts Equipment operation or environmental controls, Contractor may reasonably determine that additional time is required to achieve the applicable project objective or to obtain reliable readings. Any additional days reasonably attributable to such interference are treated as Client-caused project extension. The Client remains responsible for applicable Equipment and project charges during the extended period even when the extension resulted from earlier periods in which the Equipment was disabled or prevented from operating by the Client or a third party. Contractor may require the affected Equipment to remain for additional days after normal operation is restored so the project can recover from the interruption and reach the applicable drying, filtration, remediation, stabilization, or monitoring objective.

13. CHEMICAL USE, PRODUCT INFORMATION & SAFETY

13.1 PRODUCT AUTHORIZATION

The Client authorizes Contractor to select and use cleaning agents, detergents, disinfectants, antimicrobials, biocides, deodorizers, odor counteractants, sealants when included, adhesives, and other products reasonably appropriate to the authorized Services. Products will be used in compliance with applicable label directions and legal requirements, with due regard for surface suitability and site conditions.

13.2 PRODUCT RECORDS AND SAFETY DATA

Contractor may document products and treatment areas in a Product and Treatment Application Record. Safety Data Sheets or product information may be provided electronically upon request. Product information does not replace the Client's duty to follow vacancy, ventilation, PPE, re-entry, and handling instructions.

13.3 PRODUCT SELECTION AND SUBSTITUTION

Contractor may change products because of availability, compatibility, contamination type, temperature, surface condition, label direction, odor, safety, or professional judgment. No specific brand or active ingredient is guaranteed unless written into the Scope of Work.

13.4 SURFACE COMPATIBILITY AND FINISH CHANGE

Cleaning and treatment may reveal staining, alter sheen, lighten or darken a finish, affect adhesive, create water marks, expose prior damage, or be ineffective on a permanently altered material. Contractor may perform a limited compatibility test when practical, but hidden, aged, defective, or manufacturer-sensitive finishes may react unpredictably.

13.5 OCCUPANT SENSITIVITIES

The Client must disclose sensitivities before product use and ensure affected persons and animals comply with instructions. Contractor does not warrant that a product is non-irritating or medically suitable for every person, animal, plant, surface, or content.

13.6 NO PRODUCT MIXING OR CLIENT APPLICATION

The Client and third parties shall not introduce, mix, spray, fog, wipe, or apply chemicals in the work area during Contractor's Services without written approval. Unauthorized product use may create dangerous reactions, affect documentation, damage materials, invalidate treatment, and affect warranty coverage for a resulting condition under the claim-specific limitations in Article 16.

13.7 SUPPLEMENTAL TREATMENT LIMIT

Antimicrobial application, fogging, thermal fogging, ionization, hydroxyl treatment, electrostatic application, and deodorization are supplemental to source removal and physical cleaning when those steps are required. No product guarantees permanent prevention of microbial growth, contamination, or odor.

13.8 DWELL TIME, DRYING AND RE-ENTRY

The Client shall not touch, wipe, rinse, cover, occupy, or place Contents against treated surfaces until the stated dwell, drying, curing, ventilation, or re-entry period has passed. Disturbing a treatment before completion may reduce effectiveness, damage finishes, create exposure, and require additional service at the Client's cost.

13.9 TEMPORARY ODOR, HAZE AND RESIDUE

Products and treatment processes may create a temporary odor, haze, damp appearance, visible residue, sheen change, ventilation requirement, or increased air movement. These temporary conditions are not evidence of improper application when the product is used consistently with the approved service and instructions.

13.10 FOOD, MEDICATION AND SENSITIVE ITEM PROTECTION

Before product use, the Client shall remove or protect exposed food, dishes, medications, cosmetics, personal-care products, plants, pet items, toys, fabrics, artwork, electronics, and other sensitive Contents as instructed. Responsibility for loss caused by failure to follow preparation instructions or an undisclosed manufacturer sensitivity is allocated according to actual causation. Those circumstances do not excuse Contractor's own negligence, improper product use, willful misconduct or non-waivable liability.

14. SAFETY RULES, WORK ZONES & PPE

14.1 CONTROLLED WORK ZONES

Contractor may establish restricted work zones, containment, negative pressure, warning signs, temporary barriers, floor protection, Equipment zones, staging areas, and disposal routes. The Client shall ensure that occupants and visitors comply with all restrictions.

14.2 PPE

Contractor determines PPE for its workers based on the task and observed conditions. Contractor-provided PPE for workers does not establish that an area is safe for untrained occupants or visitors. Anyone authorized to enter must use the PPE and procedures Contractor requires.

14.3 PROJECT HAZARDS

Restoration work may involve electricity, wet surfaces, cords, hoses, sharp materials, exposed fasteners, unstable finishes, dust, noise, heat, airflow, odors, low visibility, ladders, confined access, biological material, and moving Equipment. The Client accepts temporary inconvenience and must avoid active work zones.

14.4 STOP-WORK AND EMERGENCY AUTHORITY

Contractor may stop work, evacuate the area, call emergency services, or require evaluation when a condition threatens workers, occupants, the public, Equipment, or the Property. Such action is not abandonment or breach.

14.5 ALARMS, DETECTORS AND BUILDING SYSTEMS

Fogging, dust, steam, aerosol, power use, or airflow may affect smoke detectors, alarms, sensors, elevators, security systems, and building operations. The Client is responsible for authorized system coordination, monitoring, shutdown, and restoration unless Contractor expressly agrees otherwise.

14.6 CONDUCT AND SITE CONTROL

Threats, harassment, violence, unsafe weapons access, intoxication, illegal activity, or interference with technicians is grounds for immediate suspension or termination. The Client remains responsible for all earned charges and safe Equipment retrieval.

14.7 HABITABILITY AND MEDICAL DECISIONS

Contractor does not determine whether the Property is habitable, medically safe, or suitable for occupancy. Relocation, re-entry, and health decisions must be made by the Client with qualified medical, environmental, governmental, or property professionals.

14.8 SMOKING, FLAMES AND IGNITION SOURCES

Smoking, vaping, candles, incense, open flames, hot work, spark-producing tools, and unauthorized heaters are prohibited in or near controlled work zones, products, vapors, containment, temporary coverings, and Equipment unless Contractor expressly approves the activity and appropriate safety controls are in place.

14.9 ENTRY OUTSIDE ACTIVE WORK HOURS

Restricted-area rules continue when technicians leave the Property. The Client shall not enter, sleep in, store items in, or permit others to use a controlled work zone during an unattended drying, filtration, treatment, or stabilization period unless Contractor gives written or documented permission.

14.10 EMERGENCY CONDITION REPORTING

The Client shall immediately notify Contractor and, when appropriate, emergency services of active fire, electrical arcing, flooding, structural movement, gas odor, violence, medical emergency, Equipment overheating, or another urgent danger. The Client shall not enter a restricted area or attempt corrective work that creates additional risk.

15. DOCUMENTATION, RECORDINGS, TRANSCRIPTIONS & EVIDENCE PRESERVATION

15.1 PROJECT DOCUMENTATION AUTHORIZATION

The Client authorizes Contractor to photograph, video record, audio record, measure, scan, diagram, and otherwise document the Property, affected areas, Materials, Contents, Equipment, work methods, communications, conditions, and progress before, during, and after the Services. Documentation may include photographs, video, audio recordings, measurements, readings, diagrams, field notes, written observations, technician notes, electronic records, and other reasonable project documentation. This authorization applies throughout the project lifecycle, including inspections, estimates, pre-service walkthroughs, mobilization, active Service visits, monitoring visits, Equipment checks, Equipment placement and retrieval, debris removal and hauling, follow-up visits, warranty inspections, complaint or dispute inspections, return visits, final walkthroughs, Substantial Completion, closeout, and other project-related visits to the Property.

15.2 AUDIO RECORDING, NOTICE, CONSENT AND TRANSCRIPTION

Contractor may audio record and transcribe project-related calls, walkthroughs, inspections, meetings, Service visits, monitoring visits, warranty evaluations, complaint or dispute inspections, and other project-related communications only after providing any notice and obtaining any consent required by the law applicable to the communication and the participants.

The Client's execution of this Agreement documents the Client's consent to Contractor's project-related recording and transcription practices, but Contractor will not rely solely on the Client to provide legally required consent on behalf of another participant who has not authorized the Client to do so. When required, Contractor shall provide recording notice or obtain consent from the additional participant before recording that participant.

If legally required consent is declined, Contractor may continue the communication without audio recording and may instead preserve photographs, written notes, measurements, readings, emails, texts, signed records, or other lawful documentation.

Contractor may use human or automated technology, including artificial-intelligence tools, to transcribe, organize, summarize, index, review, and prepare notes or reports from lawfully obtained project communications and recordings. Transcripts and automated summaries are derivative records; when they conflict with an available original recording, the original recording controls.

Contractor is not required to continuously record every project interaction, and the absence of a recording does not establish that an event or communication did not occur.

15.3 TEXTS, EMAILS AND ELECTRONIC COMMUNICATIONS

Project-related text messages, emails, photographs, attachments, portal messages, payment messages, scheduling communications, and social-media direct messages may be retained as project records. Subject to Sections 7.1 and 24.3 and any stricter form required by applicable law, written approval through these channels may document access, scheduling, Equipment removal, disposal decisions, Customer-Directed Deviations, payment arrangements, and other non-material project decisions. A

text, email, portal message, or other informal communication does not substitute for a signed material Change Order or other prescribed formality when this Agreement or applicable law requires signatures.

15.4 PERMITTED USES

Contractor may use project records for project administration, service performance, quality control, technician and company training, supervision, documentation of Client instructions and Customer-Directed Deviations, scope verification, Change Orders, completion records, insurance documentation, payment support, collections, chargeback response, warranty review, complaint investigation, compliance, safety review, risk management, dispute resolution, arbitration, litigation, legal rights, vendor or subcontractor coordination, preservation of project history, and protection of persons or property.

15.5 POST-SERVICE RECORDS AND CONTINUING AUTHORIZATION

The authorization in this Article continues after Substantial Completion, payment, cancellation, termination, or warranty expiration for communications and records related to the project. Contractor may document later complaints, follow-up visits, equipment pickup, disposal, insurer requests, payment disputes, warranty requests, legal demands, public statements, and other project-related events.

15.6 BUSINESS RECORDS AND PROJECT HISTORY

Inspection records, photographs, videos, audio, transcripts, field notes, moisture readings, drying logs, equipment records, product records, estimates, invoices, Change Orders, payment records, texts, emails, scheduling records, insurer communications, customer instructions, internal notes, and Work Product collectively constitute Contractor's ordinary business records and project history. They may be preserved and presented together to establish the conditions, communications, decisions, scope, performance, and account history.

15.7 FINAL CONDITION EVIDENCE

Photographs, videos, readings, and completion records captured at or near Substantial Completion may establish the condition of the serviced area when Contractor finished. Later changes caused by occupancy, cleaning, HVAC operation, opened windows or doors, removed containment, reconstruction, new events, or third-party entry do not alter the documented completion condition.

15.8 CONFIDENTIAL AND SENSITIVE INFORMATION

Contractor will not intentionally publish government identification numbers, financial account numbers, medical records, access credentials, or similarly sensitive personal information. The Client shall not send unnecessary sensitive information. Contractor may redact or withhold sensitive data when sharing project records.

15.9 SHARING WITH PROJECT-RELATED PARTIES

Contractor may share relevant project records with the Client, authorized occupants, property representatives, insurers, adjusters, lenders, financing providers, subcontractors, vendors, laboratories, consultants, attorneys, accountants, collection providers, governmental authorities, or emergency services when reasonably related to the project, payment, safety, compliance, or legal rights.

15.10 MARKETING AND TRAINING USE

Contractor may use de-identified project information, non-identifying images, techniques, and lessons for training, quality control, education, and marketing. Identifiable occupants, personal documents, addresses, license plates, sensitive personal property, or other information reasonably capable of identifying the Client or Property will not be intentionally displayed in public marketing without the Client’s affirmative consent. The Client may request in writing that Contractor not use de-identified project material for public marketing. Such a request does not restrict internal, insurance, payment, legal, compliance, training, quality-control, recordkeeping, or other non-public project uses otherwise authorized by this Agreement.

15.11 CLIENT RECORDING AND PUBLICATION

The Client may truthfully document the project but may not knowingly alter, selectively edit, caption, publish, or present recordings, images, documents, or communications in a manner that materially misrepresents Contractor's work, statements, scope, recommendations, or project conditions. This clause does not prohibit an honest review or accurate report of the Client's experience.

15.12 WORK PRODUCT INTEGRITY

The Client may use a complete final paid document for reasonable property, insurance, real-estate, legal, or contractor-coordination purposes. The Client may not remove limitations, alter pricing, change findings, delete branding, copy scope language for competitive use, present draft or unpaid material as final, or attribute Contractor's Work Product to another person.

15.13 VERBAL GUIDANCE

Verbal guidance is a courtesy based on the information then available and does not modify the Scope of Work, payment terms, warranty, safety requirements, or written recommendations unless Contractor confirms the modification in writing.

15.14 RECORD RETENTION AND TECHNOLOGY LIMITS

Contractor will retain executed residential contracts, incorporated addenda, and signed Change Orders for not less than five (5) years after completion or termination of the applicable project, or for any longer period required by applicable law, warranty obligation, tax requirement, insurance requirement, litigation hold, claim, investigation, or other legal duty.

Other project records may be retained according to Contractor’s reasonable business, insurance, tax, warranty, compliance, and legal retention schedules. Contractor may use cloud, communication, transcription, electronic-signature, and project-management providers and will use reasonable business safeguards. Contractor does not guarantee that any electronic system is error-free, uninterrupted, or immune from unauthorized access.

Nothing in this Section requires destruction at the end of five years when Contractor has a lawful business or legal basis to retain a record longer.

15.15 ORIGINAL FILES, METADATA AND AUTHENTICITY

Original digital files, timestamps, metadata, transmission records, version history, device information, cloud logs, and system audit records may be preserved to authenticate project records. A compressed, converted, printed, screenshot, or customer-forwarded copy may differ in appearance without changing the integrity of the original record maintained by Contractor.

15.16 PRESERVATION HOLD AND DELETION REQUESTS

When a claim, chargeback, complaint, insurer review, subpoena, warranty issue, investigation, or dispute is pending or reasonably anticipated, Contractor may place relevant records under a preservation hold and decline a request to delete, alter, overwrite, or destroy them. Record preservation may continue after ordinary retention periods when reasonably necessary to protect legal or business rights.

15.17 DRAFTS, WORKING NOTES AND FINAL RECORDS

Draft estimates, preliminary captions, working notes, automated summaries, internal discussions, unreleased photographs, and quality-control materials are not final customer documents. Only a record clearly issued or designated by Contractor as final should be relied upon as the final scope, invoice, completion record, or formal project statement.

16. LIMITED SERVICE WARRANTY

16.1 THIRTY-DAY LIMITED WORKMANSHIP WARRANTY

The thirty (30) calendar-day limited workmanship warranty stated in the approved Estimate or Work Authorization applies to Contractor's authorized Services in the covered areas, subject to the conditions and exclusions in this Article. The standard term begins on the documented date of Substantial Completion of the covered work, unless the approved Estimate or Work Authorization expressly states a later start date. The standard warranty does not require a separate determination or approval. The start date is day one; expiration is at the end of the thirtieth calendar day. Coverage is not backdated or inferred from a promise to make future repairs. An inspection, conversation, marketing statement, payment, invoice, or completion alone does not create or expand warranty coverage beyond the terms accepted in the Agreement Documents. An express coverage promise actually accepted in the Agreement Documents remains binding according to its terms and applicable law; this section does not permit Contractor to withdraw an already agreed warranty. Proper-performance duties and non-waivable rights remain effective.

16.2 CONDITIONS OF COVERAGE

The standard 30-calendar-day limited workmanship warranty covers defects in the authorized work in the covered areas. An unresolved leak, foundation seepage, excessive humidity or other continuing Source Condition does not delay the start of that warranty or excuse defective workmanship. New or recurring damage is excluded to the extent caused by the continuing condition. A promise to make repairs is not evidence that the source was corrected. Active leaks or conditions capable of continuing damage require immediate protective action and prompt qualified correction whether or not an express warranty applies. The Client shall follow reasonable, documented, project-specific humidity, ventilation, dehumidification, maintenance, and post-service instructions and provide reasonable access for evaluation and covered cure. The existing approximately 35%–45% relative-humidity target and generally below 50% when reasonably achievable remain applicable to moisture-related work under Section 8.19; dehumidification is required where appropriate to the actual property, without a universal purchase requirement. A maintenance failure affects a claim only to the extent it caused, contributed to, or materially prevented reliable evaluation or correction of the claimed condition. Unrelated failures do not excuse deficient authorized workmanship. Contractor may request reasonably available repair records to evaluate a related claim or to decide whether to offer coverage beyond the standard term.

16.3 COVERED AREA AND SERVICE

The express workmanship warranty is limited to defects in Contractor's performance of the authorized Scope of Work, including an omitted required step, in the precise covered room, wall, assembly, or area identified in the approved Estimate or Work Authorization. It does not cover the whole Property, excluded materials, unrelated new conditions, third-party repairs, or future building maintenance. The existence of mold, moisture, a sampling result or another observed condition after service does not by itself establish defective workmanship; the work performed, original and later conditions, and evidence must be evaluated. Conversely, a continuing property problem does not excuse a separate defect in Contractor's covered workmanship.

16.4 EXCLUSIONS

Subject to the project-specific warranty and non-waivable law, claimed conditions are excluded to the extent they arise from or are materially affected by work or materials outside the authorized scope; unresolved, recurring or new Source Conditions; new incidents, leaks, storms or contamination; concealed reservoirs or excluded Contents; humidity, ventilation, drainage, HVAC, plumbing, roofing, foundation or structural conditions outside Contractor's authorized work; material interference with Equipment or containment; customer/third-party work, cleaning or alterations; Customer-Directed Deviations that cause or contribute to the concern; normal wear; or pre-existing permanent cosmetic effects not included as warranted outcomes. These examples are illustrative and not exhaustive. No exclusion operates automatically merely because an unrelated issue exists elsewhere at the Property. Article 16.24 gives service-specific examples.

16.5 MOLD AND ODOR LIMIT

No warranty promises a mold-free, spore-free, allergen-free, odor-free, contamination-free, or medically safe Property. A warranty does not cover new growth or odor caused by later moisture, humidity, source recurrence, concealed reservoirs, untreated areas, or changed environmental conditions.

16.6 CLAIM NOTICE

The Client shall report an express-warranty concern promptly after discovery and within the stated thirty-day warranty term, subject to any longer notice period or remedy required by applicable law or an enforceable project-specific agreement. The term concerns the additional express warranty and does not shorten statutory claim periods or eliminate other enforceable rights. Written notice may be sent to support@servexpertpro.com and should identify the Client, Property, Project Document ID, affected area, condition, date discovered, and reasonably available photographs, testing, repair, or maintenance records. Disclose relevant intervening moisture events, humidity or HVAC changes, occupancy, cleaning, reconstruction, Contents movement, and work by others. Contractor may inspect, take reasonable readings or photographs, review records, and request reasonably relevant available evidence. No unavailable photograph or log alone eliminates a legally required remedy. Late notice, lost evidence, or denied access affects evaluation only to the extent materially prejudicial and legally permitted; emergency protective action is permitted under Section 16.7.

16.7 RIGHT TO INSPECT AND CURE

The Client shall provide Contractor a reasonable opportunity to inspect the reported condition and correct a confirmed covered defect before non-emergency alteration or corrective work by others. Emergency measures reasonably necessary to protect persons or property must not be delayed; preserve available evidence and notify Contractor as soon as reasonably practicable. Pre-inspection alteration affects a claim only to the extent it materially prevents reliable evaluation or cure and applicable law permits the limitation. This procedure does not bar a timely statutory complaint, lawful payment dispute, or other non-waivable remedy. Contractor's inspection, readings, photographs, investigation, communication, or voluntary courtesy action does not itself

admit defective workmanship, causation, liability, or coverage. Determine coverage from the actual Agreement Documents, completed work, site evidence, relevant intervening conditions, and the claim-specific limitations in this Article.

16.8 EXCLUSIVE REMEDY

For a confirmed covered defect, Contractor shall reasonably correct or re-service deficient workmanship in the identified warranted area as provided by the express project warranty, the governing Agreement Documents, and applicable law. This limited express remedy does not itself include unrelated new demolition, plumbing, HVAC, roofing, waterproofing, foundation repairs, reconstruction, or other additional work outside the authorized scope. Nothing in this Article makes this remedy exclusive to the extent applicable law requires additional remedies, or limits responsibility for work performed improperly.

16.9 WARRANTY REVISIT AND EVALUATION FEES

The evaluation-visit provisions in Section 16.17 apply to the standard 30-calendar-day workmanship warranty. Confirmed covered workmanship deficiencies and reasonable verification of their cure remain subject to the adopted warranty and non-waivable duties. A separately approved post-standard-term surface-retreatment arrangement is governed by Section 16.27; its $250 per-visit fee is distinct from the second standard-term evaluation fee.

16.10 THIRD-PARTY VERIFICATION WINDOW

If the Client intends to use independent post-remediation verification, clearance, air or surface sampling, laboratory-supported assessment, or other third-party evaluation to evaluate Contractor's completed remediation work, the Client must notify Contractor in writing at project authorization and before Contractor mobilizes to the Property to begin remediation, consistent with Section 2.41.

The Client is responsible for arranging a qualified independent environmental or testing professional to be prepared to perform the intended assessment promptly following Substantial Completion. Contractor is not responsible for locating, scheduling, retaining, or paying the Client's evaluator unless Contractor separately agrees otherwise in writing. When timely notice is provided, Contractor may maintain applicable containment, critical barriers, air-filtration or negative-air Equipment, and other reasonable environmental controls for a post-completion verification preservation period of up to seventy-two (72) hours. Unless the Estimate states otherwise, that initial 72-hour preservation period is included when the Client timely elects post-remediation verification at project authorization and before Contractor mobilizes to the Property to begin remediation, consistent with Sections 2.41 and 16.21, and does not postpone Substantial Completion or payment.

If the Client requests or requires Contractor's containment, filtration, negative-air Equipment, dehumidification, barriers, or other Contractor resources to remain beyond the included 72-hour preservation period because the evaluator has not completed the assessment, continued use is subject to Contractor approval, Equipment availability, scheduling requirements, and applicable additional daily Equipment, monitoring, labor, service, or standby charges. Contractor is not required to indefinitely maintain containment, Equipment, labor availability, or scheduling capacity while the Client waits for an evaluator.

During an elected verification preservation period, the Client shall keep the controlled work area substantially undisturbed. For garages and other exterior-connected or semi-open spaces, the Client shall also keep garage doors, exterior doors, and windows closed to the extent reasonably practicable and avoid vehicle movement, routine use, or other activity that can materially change airborne conditions until the planned testing is completed. Except for Contractor personnel, emergency responders acting in an actual emergency, and the Client's disclosed qualified independent environmental or testing professional entering for the intended assessment, the Client shall not enter or permit occupants, visitors, contractors, reconstruction personnel, cleaners, movers, trades, or other persons to enter, disturb, clean, reconstruct, move Contents, alter containment, operate or move Equipment, change environmental controls, or otherwise materially alter the controlled area without Contractor's authorization.

Unauthorized material entry, disturbance, alteration, cleaning, reconstruction, Contents movement, Equipment interference, or other material change constitutes a Customer-Directed Deviation and may terminate warranty eligibility for the affected remediation result to the extent the conduct prevents reliable evaluation of Contractor's completed work or causes or contributes to a changed condition. Contractor may document the condition, discontinue the preservation period, remove Contractor Equipment and containment when reasonably appropriate, demobilize, and proceed with project closeout; such action is not abandonment or defective performance and does not waive payment. Any third-party result presented as evidence concerning Contractor's workmanship should identify, to the extent applicable and reasonably available, the qualified person or entity performing the assessment, date and time, exact sampling or assessment locations, method, laboratory information, relevant environmental conditions, applicable comparison or control information, observations, and the criterion or professional basis used to interpret the result. Contractor is not required to accept a third-party report's conclusion, attribution of causation, scope recommendation, or characterization of Contractor's workmanship merely because the report was provided.

Testing performed after the 72-hour preservation period is not automatically invalid, but a later result does not by itself establish the condition that existed at Substantial Completion and must be evaluated in light of intervening occupancy, humidity, HVAC operation, new moisture or water events, open doors or windows, cleaning, reconstruction, Contents movement, Source Conditions, containment removal, and third-party activity.

16.11 NON-TRANSFERABILITY

The warranty applies to the Client for the identified Property and may not be assigned or transferred without Contractor's written consent.

16.12 CLAIM-SPECIFIC LIMITATIONS; NO AUTOMATIC FORFEITURE

Unresolved Source Conditions, failure to follow reasonable documented maintenance instructions, Equipment or containment interference, changes by others, denied reasonable access, discarded material evidence, or untimely notice may limit an express-warranty claim only to the extent the circumstance caused, contributed to, materially changed, or materially prejudiced reliable evaluation or correction of that claim. An unrelated condition, a single isolated humidity reading, or a payment dispute does not automatically cancel all workmanship responsibilities. Any payment-related express-warranty condition remains subject to applicable law and does not excuse improper performance or eliminate non-waivable remedies. Contractor will explain the evidence supporting its evaluation of the reported concern and the next practical step.

16.13 MANUFACTURER AND THIRD-PARTY WARRANTIES

A manufacturer, supplier, lender, laboratory, subcontractor, or specialist may provide its own warranty or terms. Contractor does not enlarge, administer, or guarantee a third party's warranty, product performance, testing result, financing product, or specialist work unless Contractor expressly accepts that obligation in writing.

16.14 UNTREATED, EXCLUDED AND RETAINED CONTENTS

Any project-specific warranty applies only to Contractor's expressly authorized workmanship and does not extend to Contents that were excluded from the Scope of Work, retained without treatment, inaccessible, declined for cleaning or disposal, referred to a specialist, or otherwise not expressly serviced by Contractor. The continued presence of untreated or excluded Contents, including porous or densely stored Contents capable of retaining moisture, dust, fungal spores, residue, contamination, or odor, may affect environmental conditions and may limit or eliminate warranty eligibility for a related condition to the extent those Contents cause, contribute to, or prevent correction or reliable evaluation of the claimed condition.

16.15 BASEMENT, BELOW-GRADE AND WATER-INTRUSION WARRANTY ELIGIBILITY

The standard workmanship warranty applies to covered work in a basement, crawlspace or other below-grade or moisture-exposed area. The Client remains responsible for moisture control and prompt source repairs. Continuing moisture may affect an individual claim for resulting damage; it does not delay the standard term or excuse a separate workmanship defect. Warranty coverage does not extend to recurrence, new growth, moisture, staining, odor, deterioration, contamination, or related conditions caused or contributed to by groundwater, hydrostatic pressure, water-table changes, seepage, capillary movement, foundation or slab conditions, drainage failure, sump conditions, grading, exterior runoff, stormwater, flooding, snowmelt, building-envelope intrusion, plumbing or drain conditions, HVAC condensate, condensation, elevated humidity, ventilation conditions, equipment failure, utility interruption, or another Source Condition outside Contractor's authorized workmanship. When a recurring condition may reasonably be associated with a Source Condition rather than Contractor's workmanship, Contractor may require the Client to obtain appropriate qualified evaluation or corrective work before further warranty remediation is performed. Contractor is not obligated to repeatedly clean, treat, dry, or remediate an area while the condition capable of recreating the problem remains unresolved. A later recurrence following new or continued moisture does not retroactively establish that the original authorized remediation was incomplete or defective.

16.16 SOURCE-CORRECTION AND ENVIRONMENTAL-MAINTENANCE DOCUMENTATION

When evaluating a related workmanship claim, Contractor may reasonably request documentation showing that required Source Condition correction and environmental maintenance were completed. Depending on the condition, documentation may include photographs, invoices, paid receipts, work orders, contractor reports, plumbing or waterproofing records, roofing or drainage records, sump-pump service or replacement records, dehumidifier purchase or maintenance records, humidity readings or logs, moisture-control records, repair photographs, or other reasonably available evidence relevant to the claimed condition. The Client is not required to create records that do not reasonably exist, but failure to provide reasonably available requested evidence may prevent Contractor from determining the cause of the condition reported in that claim. It does not suspend the standard warranty. Contractor may defer further warranty service while material Source Condition information remains unavailable, disputed, or

unresolved, subject to the claim-specific limitations and preserved rights in this Article. Review of a third party's repair record does not mean Contractor designed, approved, supervised, certified, or warrants the third party's work.

16.17 WARRANTY EVALUATION VISITS, REPEAT VISITS AND REINSPECTION FEES

A warranty is not a preventive-maintenance agreement, periodic maintenance inspection, environmental monitoring program, mold-testing program, general property inspection, reassurance service, or entitlement to unlimited return visits.

A "Warranty Evaluation Visit" is a limited on-site evaluation requested after Substantial Completion for the purpose of inspecting the condition and integrity of Contractor's expressly warranted workmanship in the specific serviced area and determining whether a Client-reported concern appears to fall within the written project-specific warranty. It is not intended to diagnose or maintain the entire Property, identify every possible moisture or environmental condition, inspect unrelated areas, monitor conditions over time, or replace the Client's continuing responsibility for maintenance, humidity control, dehumidification, source correction, drainage, waterproofing, plumbing, HVAC, roofing, foundation, or other Property conditions. These evaluation-visit provisions apply during the standard 30-calendar-day workmanship term. They do not provide complimentary visits during a separately approved post-standard-term surface-retreatment period; Section 16.27 controls that separate arrangement. Existing accepted project terms remain unchanged.

The first Warranty Evaluation Visit is complimentary. The second Warranty Evaluation Visit is subject to a two hundred fifty dollar ($250) warranty evaluation/reinspection fee, payable or authorized before scheduling, to the extent permitted by applicable law. The fee compensates Contractor for reserved scheduling capacity, travel, inspection time, meters and diagnostic equipment, PPE, reasonable consumables and supplies, photographs, readings, documentation, administration, and professional evaluation.

If Contractor determines that the reported condition constitutes a covered defect in Contractor’s warranted workmanship, the $250 second-evaluation fee will be waived if not yet collected or refunded or credited to the Client if already collected. If reasonable evaluation establishes that the reported condition is not a covered workmanship defect under the claim-specific causation limits in this Article, the $250 fee remains earned and non-refundable to the extent permitted by law.

After the two (2) Warranty Evaluation Visits have been used, additional Client-requested checkups, inspections, monitoring visits, reassurance visits, repeated evaluations, or requests to recheck the same or a substantially similar condition are not additional Warranty Evaluation Visits and are not included as a warranty benefit. Contractor may require photographs, video, humidity records, moisture information, repair invoices, source-correction documentation, or other reasonably relevant information before deciding whether an additional on-site visit is warranted. Any additional on-site visit accepted by Contractor is a separately chargeable inspection, reinspection, diagnostic, monitoring, or service visit at Contractor's then-current applicable rate, which may be not less than $250 unless Contractor states otherwise in writing.

Contractor may accept or decline non-required additional visits based on the information provided, project history, current conditions, distance, scheduling, safety, and availability. An additional paid visit does not extend, renew, restart, or enlarge the original warranty. A return visit that Contractor schedules after Contractor has actually confirmed a covered workmanship defect is a warranty cure or re-service visit, not a Warranty Evaluation Visit, and does not count toward the two-visit evaluation limit.

Reasonable follow-up undertaken by Contractor to complete or verify its own covered cure likewise does not count toward the two-visit evaluation limit. Nothing in this section limits Contractor's obligation to perform a cure required by an enforceable written warranty or any right or obligation that applicable law makes non-waivable. Repeated concerns caused by or reasonably associated with unresolved or recurring Source Conditions, groundwater, hydrostatic pressure, seepage, flooding, condensation, elevated humidity, inadequate dehumidification, drainage or grading conditions, sump or waterproofing failures, new leaks, plumbing or HVAC conditions, exterior water intrusion, untreated Contents, work by others, or other excluded conditions are not converted into covered workmanship defects merely because they occur in an area previously serviced by Contractor. Where a relevant Source Condition prevents safe, effective cure or reliable evaluation, Contractor may require appropriate qualified correction before the affected service proceeds, with the reason documented. An unrelated Source Condition does not delay correction of a separate covered defect. Visit limits and fees do not relieve Contractor of necessary evaluation, correction, or verification of its own covered defective workmanship; any evaluation fee collected for a confirmed covered defect must be waived, refunded, or credited as applicable.

16.18 FUTURE CONDITIONS, PROPERTY MAINTENANCE AND RECURRENCE

Any written project-specific warranty applies only to Contractor's workmanship for the authorized Services performed under the conditions existing at the time of service and is conditioned on the Client's continuing compliance with the Source Condition, environmental-control, humidity, ventilation, dehumidification, maintenance, access, and post-service requirements of this Agreement. A warranty does not convert remediation into a promise that future mold, moisture, contamination, odor, or deterioration will never occur. The Client understands that mold remediation addresses an existing condition; prevention of future growth depends on continuing moisture control and reasonable property maintenance after Contractor completes the work.

Failure to correct or maintain contributing conditions, including leaks, seepage, groundwater, hydrostatic pressure, drainage defects, sump-pump problems, exterior water entry, condensation, elevated humidity, HVAC or ventilation issues, plumbing or appliance leaks, wet Contents, flooding, or other moisture-producing conditions, may cause new or recurring growth and may exclude a claim only to the extent those conditions caused or contributed to the reported issue. Such an exclusion does not excuse a separate defect in authorized workmanship, override an express warranty, or limit non-waivable rights. Contractor is not required to repeatedly re-remediate an area under a prior warranty when the cause of the later condition is unresolved property maintenance, recurring moisture, a new Source Condition, changed environmental conditions, or another condition outside Contractor's original workmanship.

When a Client reports recurrence, Contractor may require reasonable documentation of source correction, environmental control, maintenance, humidity history, dehumidifier operation, waterproofing, drainage repair, sump-pump service, HVAC or plumbing repair, or other relevant corrective measures before scheduling or determining warranty coverage. Nothing in this Section eliminates Contractor's obligation to honor a covered workmanship defect that is otherwise valid under an enforceable written warranty, and nothing eliminates a right that applicable law makes non-waivable. This Section applies uniformly wherever Contractor lawfully provides the authorized Services, subject to applicable non-waivable rights and procedures.

16.19 POST-REMEDIATION VERIFICATION, 72-HOUR PRESERVATION AND CHANGED CONDITIONS

When the Client elects independent post-remediation verification, clearance, air sampling, surface sampling, or other environmental testing intended to evaluate Contractor's completed remediation, prompt testing is important because environmental conditions can change after the controlled work area is opened, containment is removed, normal HVAC operation resumes, occupants re-enter, Contents are moved, or exterior doors, windows, or garage doors are opened. Consistent with Section 16.10, the Client should arrange the qualified independent evaluator so the intended assessment can occur promptly following Substantial Completion, preferably within the identified seventy-two (72) hour preservation period while the area remains substantially undisturbed.

During an elected verification-preservation period, applicable containment, critical barriers, filtration or negative-air Equipment, dehumidification, and other environmental controls may remain in place as reasonably appropriate to preserve the post-remediation condition for the evaluator. The Client shall not remove or alter those controls or materially disturb the area before or during the planned evaluation. Contractor does not guarantee that containment, Equipment, labor capacity, or the work area will be held indefinitely while the Client waits for testing or laboratory results. Continued preservation beyond the included period, including any request to maintain containment or Equipment while results remain pending, is subject to Contractor approval, scheduling, Equipment availability, and applicable additional charges under the Agreement.

The independent evaluator or laboratory, not Contractor, determines the testing methodology, sampling locations, analytical method, comparison criteria, interpretation, and whether its own standard for acceptable or normal fungal ecology has been met. Contractor does not guarantee a particular testing outcome and does not certify a Property as mold-free based on remediation alone.

A test result obtained after material changes to occupancy, humidity, HVAC operation, exterior-air exchange, moisture conditions, containment, Contents, cleaning, reconstruction, or other site conditions must be interpreted in light of those intervening changes and does not automatically establish the condition that existed when Contractor completed the authorized Services.

16.20 CUSTOMER ACKNOWLEDGMENT OF NATURAL SPORE REINTRODUCTION

The Client acknowledges that mold spores are naturally present in the environment and can enter or re-enter a building after remediation through normal air exchange and everyday occupancy. The Client understands that the purpose of mold remediation is to address the authorized mold-affected conditions existing within the approved scope and under the conditions present at the time of Service, not to create a permanently mold-free or spore-free structure. Future prevention depends substantially on continued moisture control, Source Condition correction, humidity management, ordinary building maintenance, prompt response to new leaks or water events, and compliance with Contractor's post-service instructions.

16.21 PRE-MOBILIZATION NOTICE, PRESERVATION WINDOW AND LATE TESTING REQUESTS

For any project-specific warranty, remediation verification procedure, or testing preservation process to rely on Contractor maintaining a controlled post-remediation condition, the Client must have elected independent testing before Contractor arrives to begin remediation as required by Section 2.41.

Contractor is not required to recreate an earlier containment configuration or environmental condition after the Client misses that notice window. When testing was timely elected and Contractor agrees to preserve the controlled area for evaluation, the applicable containment, critical barriers, filtration, negative-air Equipment, dehumidification, access restrictions, and other reasonable controls shall remain in place only for the preservation period stated in the Agreement Documents. The initial preservation period may be up to seventy-two (72) hours as otherwise provided in this Agreement.

The Client must coordinate the independent evaluator so sampling or evaluation occurs within that window whenever reasonably practicable. If the Client requests that Contractor maintain containment, Equipment, negative pressure, filtration, dehumidification, barriers, labor availability, or other project resources beyond the included preservation period while awaiting sampling, laboratory results, consultant direction, retesting, or another third-party decision, continued preservation is subject to Contractor approval, scheduling and Equipment availability, and applicable additional daily Equipment, monitoring, labor, service, standby, or administrative charges. Contractor is not required to maintain project resources indefinitely while awaiting a third party.

Late testing, testing after disturbance, or testing performed after containment or environmental controls have been removed is not automatically invalid, but the result does not by itself establish the conditions that existed at Substantial Completion. Such a result must be evaluated in light of the timing of notice, changed containment, occupancy, opened doors or windows, HVAC operation, outdoor air exchange, humidity, new moisture events, cleaning, reconstruction, Contents movement, work by others, and any other intervening condition. A late testing request does not retroactively expand the original Scope of Work or create a warranty obligation that did not otherwise exist.

These testing-notice and preservation requirements are part of Contractor's uniform project procedures and apply subject to any right or procedure that applicable law makes non-waivable.

16.22 CUSTOMER-OWNED EQUIPMENT, MANUFACTURER WARRANTY AND PRODUCT RESPONSIBILITY

Customer-Owned Equipment may be covered by a manufacturer, supplier, retailer, distributor, or other third-party warranty. Unless Contractor expressly issues a separate written product warranty, Contractor does not provide a separate Serve Xpert express product warranty merely because Contractor selected, recommended, purchased, procured, transported, delivered, placed, or initially configured the equipment for the Client. Any manufacturer or supplier written warranty is governed by that third party's terms, limitations, registration requirements, proof-of-purchase requirements, service procedures, exclusions, and claim process. The Client is responsible for retaining receipts, manuals, serial numbers, model information, registration records, warranty materials, and other documents reasonably needed for a manufacturer or supplier claim. If Customer-Owned Equipment malfunctions, fails, becomes defective, displays an error, loses capacity, stops draining, stops operating, or otherwise requires repair or replacement after transfer, the Client is responsible for promptly following the manufacturer or supplier claim process and for arranging any required repair, service, replacement, return, or exchange.

Contractor may provide available purchase information or a copy of documentation in Contractor's possession as a courtesy, but Contractor is not required to administer, pursue, negotiate, manage, finance, guarantee, or perform a third-party warranty claim unless Contractor separately agrees in writing.

Nothing in this Section excludes or limits any warranty, remedy, product-liability obligation, or consumer right that applicable law makes non-waivable or imposes directly on Contractor in a particular transaction. This Section is intended to distinguish Contractor's remediation/workmanship obligations from the manufacturer's or supplier's product-warranty administration and from the Client's responsibility to operate and maintain Customer-Owned Equipment after transfer.

16.23 PROJECT-SPECIFIC WARRANTY TERMS AND DOCUMENT ID

Project-specific warranty terms are those accepted in the approved Estimate or Work Authorization and are governed by this Article. Coverage is limited to the authorized work and covered areas. Record unresolved property conditions, the repairs needed and who is responsible, by area. This does not delay the standard warranty. An unresolved condition affects coverage only as provided in this Article and does not excuse a separate defect in Contractor's covered workmanship. A shared Project ID may link the project's records. Each newly issued Estimate, inspection report, Work Authorization, Change Order, invoice, service-visit report, drying log, completion record and warranty document has its own Customer Document ID. Revisions and corresponding format copies retain that document's ID with revision identification; separate documents do not reuse it. Existing executed records retain their original identifiers. The MSA maintains its own separate company-wide agreement document ID and version.

16.24 SERVICE-SPECIFIC WARRANTY EXCLUSIONS AND CAUSAL LIMITATION

For Water Damage Restoration, typical excluded independent conditions include subsequent leaks, floods, sewer or plumbing failures, foundation/groundwater intrusion, hydrostatic pressure, failed drains or sump systems, and new wetting outside authorized materials.

For Fire Damage Restoration, typical exclusions include later smoke, soot, combustion and odor sources, untreated HVAC or contents reservoirs, independent heat or finish damage and permanent cosmetic staining not promised as a warranted outcome.

For Mold Remediation, typical exclusions include new microbial growth from uncontrolled moisture, leaks, condensation or elevated relative humidity, new spores introduced by outdoor air or untreated reservoirs, concealed excluded areas, and demands for a permanently spore-free or medically safe building.

For Biohazard Cleanup, typical exclusions include later sewage, bodily-fluid or biological incidents, animal/pest activity, retained untreated reservoirs and medical or laboratory clearance guarantees not expressly contracted.

For Storm Damage Restoration, typical exclusions include subsequent storms, rain or flood events, unrepaired building-envelope openings, underlying roof/structural failures and unauthorized interference with temporary protection, except to the extent defective warranted installation independently caused the problem.

For Specialty Cleaning & Odor Control, typical exclusions include new stains, spills, soiling or odor sources, continued smoking/pets/cooking/trash, retained concealed odor reservoirs, and permanent discoloration, porosity or finish damage not expressly covered.

These categories and examples are not exhaustive. Each proposed exclusion must be tied to the actual claim and must not relieve Contractor from responsibility for a separate defect in the authorized workmanship.

16.25 DOCUMENTED WORKMANSHIP CLAIMS AND THIRD-PARTY TESTING

A credible, technically relevant inspection, completion photograph, surface observation, meter record, properly attributed independent laboratory/consultant result, or other reliable evidence may demonstrate incomplete or improperly performed authorized work, subject to evaluation of scope, control/reference conditions, sampling method, time, occupant activity and Source Conditions. Detectable naturally occurring mold spores or a numerical air or surface result do not automatically establish failure or a free re-remediation duty, nor does the absence of a specific laboratory criterion relieve Contractor from agreed workmanship duties. Contractor will explain the evidence supporting its evaluation of the reported concern and the next practical step. Evaluation visit fees and covered cure remain governed by Sections 16.17 and 28.10 as limited by applicable law.

16.26 DOCUMENT PRIORITY, PROSPECTIVE APPLICATION AND PRESERVED RIGHTS

The approved Estimate or Work Authorization and this Article govern the covered tasks, areas, warranty term, relevant maintenance requirements, and exclusions. This Article's claim-specific causation, evidence, and preserved-rights protections govern any inconsistent reference elsewhere in this Agreement to automatic loss, voiding, forfeiture, nonpayment, interference, or circumstances reasonably related to a warranty claim. No provision excuses negligent or otherwise legally actionable performance, overrides an enforceable project-specific promise, or waives a non-waivable warranty, remedy, or consumer protection. Serve Xpert may offer coverage beyond the standard 30 days at no charge or for a separately disclosed price. Neither an extension nor a review for one is automatic. An extension applies only if Serve Xpert expressly approves it and the customer accepts written project-specific terms identifying the covered work and areas, start and end dates, conditions, exclusions and any price. A request, inspection or service visit does not extend the warranty. These terms apply prospectively to projects that adopt them. It does not amend an already executed agreement or issued warranty merely because a master document or linked file changes. Preserve and provide the exact dated agreement adopted for each project. To request informal review of warranty coverage or a workmanship concern, contact support@servexpertpro.com with the Project Document ID and the reason for disagreement; this does not postpone any mandatory deadline or access to lawful remedies.

16.27 SEPARATELY APPROVED POST-STANDARD-TERM SURFACE RETREATMENT

No extended coverage is automatic. A separate written offer approved by Contractor and accepted by Client must identify the covered surfaces, retreatment method, additional term and dates, and the following fee before the arrangement takes effect. After the standard 30-calendar-day workmanship term expires, each accepted visit under that separate arrangement costs $250, including a surface touch-up or retreatment, to the extent permitted by law. The fee is payable before the visit and is not waived merely because retreatment is covered by that arrangement. It covers only retreatment of the specifically listed, accessible surfaces. Demolition, material or component removal, trash or debris removal, hauling, reconstruction, source repairs, independent testing and other services are excluded; any such work requires separate written scope and pricing approval. This limited arrangement does not extend those excluded services or create unlimited free visits. The standard-term evaluation-fee waiver does not apply to this separate per-visit retreatment fee. This provision applies prospectively only to arrangements expressly adopting it; it does not amend an existing accepted agreement or displace non-waivable rights or required correction of defective work.

17. CANCELLATION, RESCHEDULING & EARLY TERMINATION

17.1 CANCELLATION NOTICE

In every state Serve Xpert serves, the Client may cancel a new Work Authorization within five business days after signing, or seven business days if the individual Client is 65 or older. For this company policy only, business days exclude Saturdays, Sundays and U.S. federal holidays. Statutory deadlines are calculated separately under the applicable law; the more protective right is preserved. There is no automatic cancellation penalty. The Client may direct unperformed work to stop at any time. Charges or refunds for work already performed are addressed case by case, only as permitted by law. No charge is due where the law requires cancellation without obligation. Starting work does not, by itself, waive cancellation rights. Mandatory notices, deadlines, refunds and emergency-start procedures remain in effect, including any greater right. For ordinary non-emergency appointment changes only, please give 48 hours' notice when practical; this scheduling request does not limit cancellation.

17.2 CANCELLATION AFTER ALLOCATION OR MOBILIZATION

Cancellation after preparations or work has begun is handled under Section 17.1, the approved scope, the documented work and applicable law. No cancellation charge is automatic. Any adjustment for authorized work or committed resources must be lawful and documented. A statutory right to cancel without obligation or receive a refund takes priority.

17.3 EARLY TERMINATION BY CLIENT

The Client may direct Contractor to stop. Charges and refunds are governed by Section 17.1 and applicable law. Contractor may stabilize the area, document the condition, remove Equipment when safe, stage or dispose of waste, and issue a final invoice. Uncompleted recommended work is treated as a Customer-Directed Deviation.

17.4 EARLY EQUIPMENT REMOVAL

A request to remove drying, filtration, containment, or odor-control Equipment before Contractor recommends removal is a Customer-Directed Deviation. Contractor may require written acknowledgment, final readings when possible, and payment before removal. Contractor is not responsible for incomplete drying, recurrence, cross-contamination, odor, or added damage resulting from early removal, and an express warranty claim for the resulting condition may be limited only to the extent early removal caused or contributed to it or materially prevented reliable evaluation or correction. Separate deficient authorized workmanship and non-waivable rights remain enforceable.

17.5 TERMINATION BY CONTRACTOR

Contractor may terminate or suspend for nonpayment, unsafe conditions, threats, harassment, illegal activity, hazardous materials, denied access, Equipment tampering, containment interference, false information, repeated noncooperation, or a request to perform unsafe or improper work. Termination does not waive earned charges or legal rights.

17.6 CONTRACTOR RESCHEDULING

Contractor may reschedule because of emergency demand, weather, illness, Equipment availability, disposal limitations, traffic, building access, safety, or conditions preventing proper performance. Contractor will provide reasonable notice when practical.

17.7 REQUIRED CANCELLATION NOTICE

If applicable law gives the Client a statutory right to cancel, the required state- or transaction-specific notice supplied with the Work Authorization controls over inconsistent general language in this Agreement. Applicable protections may include home-improvement, home-solicitation, door-to-door sale or other consumer cancellation and rescission rights. The applicability and length of any statutory cancellation period depend on the facts of the transaction. The 48-hour scheduling policy in Section 17.1 does not replace those rights. Any request to begin Services before a statutory cancellation period expires must follow the emergency or immediate-start procedure required by applicable law.

17.8 PROJECT HANDOFF OR TAKEOVER BY OTHERS

When the Client transfers the affected work to another contractor or allows another party to take control of the serviced area, Contractor may document the handoff, remove its property, close its scope, and issue the final invoice. Contractor is not responsible for work, contamination, damage, testing, drying, or conditions occurring after the takeover or caused by the succeeding party.

17.9 RESUMPTION AFTER TERMINATION OR CLOSURE

A terminated, cancelled, or administratively closed project does not automatically return to the prior schedule or price. Resumption is subject to Contractor acceptance, current conditions, a reinspection, updated scope and pricing, payment of past-due amounts, a project-specific deposit only as expressly approved and accepted under Section 4.2, and current labor and Equipment availability.

18. INSURANCE PAYMENT RESPONSIBILITY & AUTHORIZATION

18.1 CLIENT RESPONSIBILITY

The Client remains fully responsible for the project price, fees, taxes, deductible, depreciation, non-covered work, underpayment, and all amounts not paid by an insurer or other party. Insurance review, coverage, reimbursement, and payment timing do not alter Contractor's payment schedule.

18.2 COMMUNICATION AUTHORIZATION

The Client authorizes Contractor to communicate with insurers, adjusters, claim representatives, agents, mortgage companies, property managers, and other authorized project parties; provide estimates, photographs, readings, invoices, logs, completion records, and other project documents; and receive claim-related information relevant to Contractor's Services.

18.3 NO COVERAGE REPRESENTATION

Contractor does not represent the insurer, determine coverage, interpret the policy, guarantee reimbursement, negotiate the claim as a public adjuster, or promise that an insurer will approve Contractor's scope or price. Any coverage discussion is informational and subject to the carrier's decision.

18.4 CARRIER SCOPE DOES NOT CONTROL

An insurer's estimate, software price, preferred-vendor rule, desk review, or payment decision does not change Contractor's authorized Scope of Work or price unless Contractor agrees in writing. The Client may not condition payment on Contractor accepting a carrier reduction.

18.5 DIRECTION TO PAY AND INSURANCE PROCEEDS

When permitted by the claim process, the Client directs claim proceeds for Contractor's Services to be paid to Contractor or promptly delivered to Contractor. Insurance funds received for Contractor's work shall be used to satisfy Contractor's invoice and may not be diverted to unrelated expenses.

18.6 DEDUCTIBLES AND MORTGAGE ENDORSEMENTS

The Client is responsible for deductibles, co-insurance, mortgage-company endorsement delays, joint checks, depreciation, holdbacks, and other policy conditions. Those matters do not delay payment to Contractor.

18.7 SUPPLEMENTAL DOCUMENTATION

Routine project documentation included in the Scope of Work will be provided as stated. Repeated revisions, carrier-specific forms, reformatting, supplemental narratives, legal-ready packages, additional photographs, pricing negotiations, or extensive claim support may require a separate administrative fee.

18.8 NO ASSIGNMENT OF PUBLIC-ADJUSTING ROLE

Authorization to communicate or receive payment does not appoint Contractor as a public adjuster, attorney, insurance broker, or fiduciary for the claim. The Client remains responsible for claim decisions and policy compliance.

18.9 ACCURATE CLAIM USE

The Client shall not alter Contractor's documents, inflate quantities, misstate work performed, or submit Contractor's records for services not authorized or completed. Contractor may correct or withdraw inaccurate submissions and cooperate with a lawful investigation.

18.10 INSURANCE FUNDS PAID TO THE CLIENT

Insurance funds paid to the Client, owner, tenant, mortgage company, property manager, or another project participant do not satisfy Contractor's invoice until Contractor receives cleared payment. The Client shall promptly remit funds issued for Contractor's Services and remains responsible for any shortage, diversion, hold, or delay.

18.11 JOINT CHECKS AND ENDORSEMENTS

The Client shall cooperate with reasonable endorsement, identification, invoice, completion, and mortgage-company requirements for a joint insurance check. Contractor may decline to endorse or release a joint check until the amount, payees, payment conditions, and application of funds are confirmed. Joint-check processing does not extend the payment due date.

18.12 CLIENT COOPERATION AND CLAIM ACCURACY

The Client shall provide accurate claim numbers, policy contacts, ownership information, requested signatures, and reasonable access for insurer inspection. The Client remains responsible for correcting inaccurate information and for responding to carrier or lender requests. A delay caused by missing Client cooperation does not postpone Contractor's payment rights.

19. FRAUD, MISREPRESENTATION & UNAUTHORIZED DOCUMENT USE

19.1 PROHIBITED CONDUCT

The Client shall not use Contractor's name, logo, documents, photographs, recordings, estimates, invoices, certificates, or Work Product to support a false claim, inflated loss, service not performed, altered price, fabricated condition, forged authorization, or misleading representation.

19.2 ALTERATION AND SELECTIVE PRESENTATION

The Client shall not materially alter, selectively edit, remove limitations from, change dates or figures in, rebrand, or present only a misleading portion of Contractor's Work Product. Complete paid records may be used for legitimate property, insurance, legal, real-estate, and coordination purposes.

19.3 COMPETITIVE AND UNAUTHORIZED REUSE

Unpaid estimates, drafts, proprietary scopes, pricing structures, photographs, diagrams, and methods may not be copied, forwarded, repurposed for competitive bidding, incorporated into another contractor's proposal, sold, published, or presented as another person's work without Contractor's written consent.

19.4 FALSE PUBLIC STATEMENTS

Nothing in this Agreement prevents an honest review. The Client may not knowingly publish materially false statements, fabricated evidence, impersonated communications, or edited media that misrepresents Contractor's project conduct or completed scope.

19.5 REMEDIES

Fraudulent or unauthorized use is a material breach and may result in suspension, termination, claim-specific warranty limitations under Article 16, withdrawal of document permission, correction notices to recipients, collection of unpaid charges, recovery of investigation and legal costs, and other available remedies.

19.6 IMPERSONATION AND UNAUTHORIZED REPRESENTATION

The Client shall not create or send a message, letter, invoice, certificate, email address, website, profile, or document that impersonates Contractor or suggests that Contractor approved, performed, certified, warranted, or endorsed something it did not. Contractor's name and branding may be used only to identify Contractor truthfully in connection with the actual project.

19.7 FABRICATED OR ARTIFICIALLY ALTERED MEDIA

Synthetic audio, manipulated video, altered photographs, fabricated screenshots, artificial-intelligence generated statements, or reconstructed communications may not be presented as authentic Contractor records or evidence of project events. Contractor may preserve originals, metadata, and correction notices to challenge manipulated or fabricated material.

20. PAYMENT OBLIGATIONS, COLLECTIONS & LIEN RIGHTS

20.1 NO SETOFF OR WITHHOLDING

The Client may not withhold, deduct, offset, or delay payment because of an unrelated claim, insurance dispute, reconstruction issue, third-party demand, or alleged defect without first providing written notice and a reasonable opportunity to inspect and cure. Undisputed amounts remain due. Nothing in this Section waives or restricts any non-waivable statutory right or alters any legally protected treatment of a disputed payment or charge during a card-issuer, financial-institution, or other legally recognized payment dispute process.

20.2 COLLECTION COSTS

The Client is responsible for reasonable costs of collecting an overdue account only to the extent permitted by law, including applicable administrative time, document preparation, processor fees, collection-agency fees, court costs, arbitration costs, and lien expenses. Attorney fees are recoverable only when permitted by applicable law or awarded by a court, arbitrator, or other authorized decision-maker. No provision of this Agreement creates a contractual attorney-fee entitlement for Contractor where such a term is prohibited, including any covered home-improvement transaction for which applicable law prohibits that entitlement.

20.3 LIEN AND SECURITY RIGHTS

Contractor reserves all available mechanic's lien, construction lien, payment bond, contract, collection, and security rights for unpaid Services, Equipment, materials, and authorized charges. The Client shall provide accurate ownership and lender information reasonably needed to preserve those rights.

20.4 SUSPENSION FOR NONPAYMENT

Contractor may stop work, withhold nonessential final documents, decline additional Services, remove Equipment when safe, and suspend discretionary, non-required courtesy services while the account is unpaid to the extent permitted by law. A payment default does not automatically terminate an enforceable express warranty, excuse required correction of deficient authorized workmanship, or eliminate non-waivable rights. Suspension does not waive payment or extend an applicable express warranty term except where law or the enforceable warranty requires otherwise.

20.5 PAYMENT REVERSAL

A chargeback, stop-payment, returned check, financing reversal or diverted insurance payment does not by itself determine whether an underlying debt is lawfully owed. Reinstatement of a balance, fees or collection remedies is subject to Sections 4.8, 5.6 and 5.7, required dispute procedures and all protected rights. No fee, default or suspension is imposed merely because the Client exercises a protected payment-dispute right.

20.6 RELEASE AFTER CLEARED PAYMENT

A receipt, paid invoice, release, lien waiver, or transfer of final document-use rights is effective only after funds finally clear and all project charges are paid unless Contractor expressly states otherwise in writing.

20.7 PAYMENT PLAN DEFAULT AND ACCELERATION

If an installment under an approved written payment arrangement is missed, reversed or late, Contractor may elect by written notice to declare the remaining lawfully owed balance immediately due, subject to that arrangement and any applicable notice, cure period or protected dispute right. Acceleration is not automatic. Contractor may cancel the accommodation, reinstate lawful collection activity, and exercise lien, court, arbitration when governed by an enforceable separately executed Arbitration Rider, or other available payment remedies without disregarding prior payments, credits or protected rights.

20.8 ASSIGNMENT AND COLLECTION PROVIDERS

Contractor may assign or refer an account, receivable, judgment, lien, or payment right to a collection agency, attorney, factoring provider, financing administrator, or other authorized service provider. The Client authorizes release of relevant project and payment records for that purpose.

20.9 PROPERTY TRANSFER OR OCCUPANCY CHANGE

A sale, refinancing, lease termination, tenant move, change of ownership, management change, foreclosure, or transfer of possession does not release the Client's unpaid obligation. The Client shall provide updated contact and ownership information and shall not delay collection or Equipment retrieval through a transfer of the Property.

21. UNFORESEEN EVENTS / FORCE MAJEURE

21.1 EVENTS BEYOND REASONABLE CONTROL

Contractor is not responsible for delay, interruption, shortage, damage, or inability to perform caused by severe weather, flood, fire, storm, disaster, epidemic, governmental order, civil disturbance, road closure, traffic, utility failure, internet or communication failure, building shutdown, permit delay, labor shortage, vendor delay, Equipment failure despite reasonable maintenance, material shortage, landfill or disposal restriction, hazardous discovery, third-party action, or another event outside Contractor's reasonable control.

21.2 REASONABLE RESPONSE

Contractor may reschedule, substitute resources, temporarily protect the Property, suspend work, prioritize active emergencies, or revise the sequence. A reasonable response to an unforeseen event is not abandonment or breach.

21.3 ADDED COST

The Client remains responsible for reasonable added labor, Equipment, protection, storage, transportation, disposal, decontamination, or remobilization required by the event when the cost is not caused by Contractor's breach.

21.4 EARNED PAYMENT SURVIVES

Force majeure does not excuse payment for Services performed, materials allocated, Equipment used, or costs incurred before or during the event.

21.5 ALTERNATIVE RESOURCES AND SEQUENCE

Contractor may use a different qualified crew, subcontractor, vendor, hauler, product, Equipment model, transportation method, disposal facility, or work sequence to respond to an unforeseen event. The Client is not entitled to the same individual technician, exact Equipment unit, vendor, or original schedule when a reasonable substitute supports the authorized result.

21.6 EXTENDED EVENT AND PROJECT CLOSEOUT

If an event beyond reasonable control prevents performance for an extended period or makes the remaining work impractical, Contractor may close or terminate the unperformed portion after reasonable notice, secure or demobilize the site as appropriate, and invoice all earned charges and event-related costs. Future work may require a new inspection, scope, price, and schedule.

22. DISPUTE RESOLUTION

22.1 WRITTEN NOTICE AND OPPORTUNITY TO CURE

The Client is requested to give written notice describing a concern and, when practical, allow Contractor at least 14 calendar days to inspect and propose a cure. Preserve the affected area and available supporting records when safe. This cooperative process is not a condition that delays a statutory deadline, emergency protective action, a protected payment dispute, a complaint to an authority, or access to court, declaratory, injunctive or other relief protected by law. It does not shorten a limitation period or eliminate a preserved claim or remedy.

22.2 GOOD-FAITH RESOLUTION AND MEDIATION

The parties shall first attempt good-faith resolution through direct discussion. If unresolved, either party may request non-binding mediation. If an enforceable Arbitration Rider has been separately executed, mediation may precede arbitration under that Rider. Otherwise, an unresolved dispute may proceed in a court or other forum having jurisdiction, unless urgent lien, collection, safety, or injunctive relief is necessary.

22.3 ARBITRATION ONLY BY SEPARATE COMPLIANT RIDER

This Agreement does not, by itself, require binding arbitration of a consumer or residential dispute. Binding arbitration applies only when the Client and Contractor separately execute an Arbitration Rider that satisfies all disclosure, formatting, fee, provider, signature, initialing, dating, venue, consumer-right, and other requirements imposed by the law governing the transaction.

If no enforceable Arbitration Rider is executed, an unresolved dispute may proceed in a court or other forum having jurisdiction, subject to any valid mediation, notice-and-cure, venue, small-claims, lien, or other provisions of this Agreement.

Execution of the ordinary Work Authorization, Estimate, checkbox acceptance, or general electronic signature does not by itself constitute assent to a separate arbitration provision where applicable law requires separate or additional assent.

22.4 EXCEPTIONS

Contractor may pursue a lien, collection action within a court's permitted jurisdiction, provisional remedy, emergency injunction, protection of confidential Work Product, or recovery of Equipment without first completing mediation or, when an enforceable Arbitration Rider has been executed, arbitration. Either party may use small-claims court when the claim qualifies and applicable law or the Arbitration Rider permits it.

22.5 JURY AND CLASS WAIVER

For a claim that proceeds in court, a jury-trial waiver applies only in a jurisdiction and transaction where such a contractual waiver is lawful and valid. No jury-trial waiver is made for any transaction in which applicable law prohibits that waiver. Claims may be required to proceed individually and not as a class, collective, consolidated, or representative action only to the extent such a limitation is enforceable.

22.6 FEES AND CONTINUING OBLIGATIONS

Attorney fees and costs may be awarded only when permitted by law or ordered by the applicable decision-maker. This Agreement does not create a contractual right for Contractor to recover attorney fees from an owner where such a term is prohibited, including any covered home-improvement transaction for which applicable law prohibits that entitlement. The Client shall continue paying undisputed amounts during a dispute to the extent permitted by law.

22.7 CONFIDENTIALITY

Mediation communications and, when an enforceable Arbitration Rider has been executed, arbitration communications, discovery, and awards shall remain confidential except as needed to enforce a right, comply with law, communicate with insurers or advisors, or protect safety and property.

22.8 COMPLETE CLAIM PRESENTATION

The written dispute notice should state the known facts, dates, affected area, documents, photographs, communications, amount disputed, and requested remedy. The Client shall identify all reasonably known project issues together rather than withholding related issues for later serial claims, while newly discovered matters may be supplemented promptly.

22.9 ARBITRATION ADMINISTRATION AND REMOTE PARTICIPATION

When an enforceable Arbitration Rider has been separately executed, the parties shall select and proceed with the arbitrator, provider, rules, fees, venue, and procedures stated in or permitted by that Rider and applicable law. The arbitrator may manage document exchange, limit duplicative discovery, protect confidential information, and allow remote conferences or hearings when practical, subject to the Rider and any procedure or right that cannot be waived. If no enforceable Arbitration Rider exists, this Section does not independently require arbitration.

23. AGREEMENT VALIDITY / SEVERABILITY

23.1 SEVERABILITY AND REFORMATION

If a provision is invalid or unenforceable, it shall be enforced to the maximum permitted extent or modified as narrowly as necessary, and the remaining Agreement remains effective.

23.2 NO WAIVER

A failure or delay in enforcing a provision does not waive it. A waiver must be written and applies only to the specific instance stated.

23.3 HEADINGS AND CONSTRUCTION

Headings are for organization. Singular and plural terms include each other as the context requires. The Agreement shall not be interpreted against a party merely because that party drafted it.

23.4 ELECTRONIC RECORDS AND COUNTERPARTS

Electronic signatures, digital approvals, scanned records, and counterparts are valid and may be stored and reproduced as the project record to the extent permitted by applicable law. A checkbox or other electronic act may evidence assent when lawful, but does not replace a signature, initials, countersignature, separate notice, Change Order, cancellation form, emergency authorization, or other prescribed formality when applicable law requires that formality.

23.5 NON-WAIVABLE RIGHTS

Nothing in this Agreement eliminates a right that cannot lawfully be waived. The remaining allocation of responsibilities and risks continues to apply.

23.6 CUMULATIVE RIGHTS AND REMEDIES

Contractor's contractual, payment, lien, Equipment-recovery, confidentiality, warranty, suspension, termination, and dispute rights are cumulative. Using one right or remedy does not prevent Contractor from using another consistent right or remedy for the same default or condition.

23.7 NO COURSE OF DEALING MODIFICATION

Accepting a late or partial payment, continuing work after a default, making a courtesy accommodation, overlooking one violation, or following a prior practice does not permanently change the Agreement or require the same treatment later. A continuing modification must be stated in a written record accepted by Contractor.

24. COMPLETE AGREEMENT, DOCUMENT PRIORITY & MODIFICATIONS

24.1 ENTIRE AGREEMENT

The Agreement Documents are the complete agreement concerning the project and replace prior oral statements, informal messages, website language, advertisements, general service descriptions, and preliminary discussions on the same subject.

24.2 DOCUMENT PRIORITY

When terms conflict, a later signed or digitally approved Change Order controls for the changed item; the approved Estimate or project-specific Work Authorization controls project scope, Project Price, Administrative Discount, Adjusted Project Price, Project Coordination & Logistics Fee, Preferred Payment Discount, Subtotal Before Taxes, Applicable Tax, if any, Total Amount Due, selected payment method, selected option, area, and project-specific warranty; this Agreement controls general terms; and guides, website pages, marketing, and informational materials do not override the Agreement Documents.

24.3 WRITTEN MODIFICATION

A material modification affecting the Scope of Work, contract price, materials, quantities, Services, or estimated completion timing must be evidenced by a written or electronic Change Order signed or electronically signed by the Client and Contractor when required by applicable law and as otherwise required by Section 7.1.

Non-material administrative or operational instructions may be documented through an authorized project record, including text, email, portal message, or another reliable written communication, provided the communication does not substitute for a signature or prescribed form required by law.

An unauthorized employee statement, undocumented casual comment, field discussion, past practice, or internal Contractor record does not modify the Agreement. A Customer-Directed Deviation may be documented as otherwise provided by this Agreement, but documentation of a deviation does not authorize additional billable work that legally requires a signed Change Order.

24.4 NO RELIANCE ON OUTSIDE STATEMENTS

The Client confirms that no promise of insurance coverage, exact drying time, mold elimination, odor elimination, health outcome, full property restoration, reconstruction, clearance, or payment by another party has been relied upon unless expressly stated in the Agreement Documents.

24.5 CLERICAL CORRECTIONS

Contractor may correct an obvious typographical, arithmetic, date, formatting, or document-reference error and provide the corrected record. A correction may not unilaterally add a new material service or increase the agreed project price except to correct a clear mathematical error supported by the approved figures.

24.6 ENGLISH-LANGUAGE CONTROL

If a translation is provided for convenience, the English-language Agreement controls unless Contractor expressly signs a different controlling version.

24.7 LIMITED EFFECT OF A CHANGE ORDER

A Change Order modifies only the service, area, price, time, material, or condition it specifically addresses. All unaffected provisions, payment obligations, exclusions, warranties, and protections in the remaining Agreement Documents continue without requiring repetition in the Change Order.

24.8 INFORMATIONAL MATERIALS DO NOT EXPAND SCOPE

Safety Data Sheets, product literature, preparation guides, FAQs, care instructions, educational material, website pages, marketing material, inspection explanations, and verbal guidance are informational unless a project document expressly incorporates a specific requirement. Their delivery does not add a free service, guarantee an outcome, or alter the written Scope of Work.

24.9 CLIENT PURCHASE ORDERS AND PORTAL TERMS

A Client purchase order, vendor portal, procurement form, insurance portal, check notation, email footer, building rule, or other Client-generated document does not add indemnity, payment, warranty, scope, ownership, or dispute terms to this Agreement unless Contractor expressly accepts those terms in a signed or digitally approved writing, subject to the legally recognized payment-settlement rules preserved in Section 4.7.

25. COMPANY PROTECTIONS, WORK PRODUCT & CONFIDENTIAL INFORMATION

25.1 OWNERSHIP OF WORK PRODUCT

Contractor owns its templates, formats, photographs, recordings, raw files, notes, methods, pricing systems, scopes, training materials, processes, and other Work Product. Full payment grants the Client a limited, nonexclusive right to use the complete final customer-facing records for legitimate project purposes.

25.2 UNPAID AND INTERNAL RECORDS

Unpaid documents, drafts, internal notes, raw media, internal pricing allocations, quality-control records, and unreleased materials remain confidential Contractor property and may be withheld from ordinary Client use except when disclosure is required by law.

25.3 CONFIDENTIAL METHODS AND PRICING

The Client shall not reverse engineer, publish, sell, distribute, or use Contractor's confidential methods, pricing structures, internal service codes, templates, or operational materials to compete with Contractor or enable another provider to copy Contractor's system.

25.4 EQUIPMENT AND MATERIALS OWNERSHIP

Equipment, tools, temporary barriers, containment, reusable protection, power distribution, hoses, cords, filters not sold, unused products, unused materials, and other Contractor property remain Contractor's property. The Client has no lien or right to retain them because of a dispute.

25.5 SUBCONTRACTORS AND VENDORS

Contractor may use qualified employees, independent technicians, subcontractors, haulers, laboratories, vendors, and specialists to perform or support the Services. Contractor remains responsible for coordinating the authorized work but does not assume responsibility for a separately retained Client contractor. Use of Contractor-engaged personnel does not remove Contractor's responsibility for its authorized work or non-waivable duties. Contractor will maintain insurance required for its operations by applicable law and any expressly accepted project requirement. Any certificate or coverage statement provided must accurately describe the actual coverage; this Agreement does not represent that a particular policy, limit or endorsement exists unless separately verified.

25.6 NON-SOLICITATION

For 12 months after the last project service, the Client shall not knowingly hire or directly engage a Contractor employee or subcontractor introduced through the project to perform substantially similar side work outside Contractor, unless Contractor gives written consent. This does not restrict a general public job posting not targeted at Contractor personnel.

25.7 PROTECTION OF CONFIDENTIAL INFORMATION

Contractor may seek injunctive relief to stop unauthorized use, disclosure, alteration, or competitive copying of confidential Work Product in addition to other remedies.

25.8 SURVIVAL

Ownership, confidentiality, document-use restrictions, payment, collection, dispute, indemnity, limitation, and evidence provisions survive project completion or termination.

25.9 LIMITED PROJECT LICENSE AFTER FULL PAYMENT

After full cleared payment, the Client receives a nonexclusive, nontransferable, project-specific license to use the issued final customer-facing documents for legitimate property, insurance, financing, sale, legal, and contractor-coordination purposes. The license does not transfer ownership, permit commercial resale, authorize template reuse, or allow another provider to present the Work Product as its own.

25.10 NO RAW FILE, SOURCE FILE OR SYSTEM DISCLOSURE

Unless required by law or expressly included, Contractor has no duty to provide raw audio or video, editable files, source templates, internal photographs, internal metadata, pricing formulas, AI prompts or workflows, software logic, training materials, quality-control notes, vendor contracts, or other internal production materials. Issued final records satisfy the ordinary document-delivery obligation.

25.11 BRANDING AND PUBLIC REPRESENTATION

The Client may accurately identify Serve Xpert as the contractor for the actual project but may not use Contractor's name, logo, trade dress, photographs, or documents to imply sponsorship, partnership, certification, continuing affiliation, or approval of another business, product, service, claim, or publication.

25.12 OWNERSHIP AND RESPONSIBILITY AFTER CUSTOMER EQUIPMENT TRANSFER

Once Customer-Owned Equipment is delivered for the Client's permanent retention or ownership is otherwise transferred, the Client assumes possession, ordinary operational responsibility, routine maintenance responsibility, and responsibility for protecting the equipment from misuse, improper settings, blocked airflow, inadequate drainage, full collection containers, power interruption, unauthorized relocation, weather exposure, damage, contamination, neglect, or other post-transfer conditions. Contractor-owned project Equipment remains Contractor property and continues to be governed by the separate Equipment provisions of this Agreement.

26. CLAIMS, INDEMNIFICATION & LEGAL LIMITATIONS

26.1 BASELINE CONDITIONS

The Client acknowledges that moisture, contamination, mold-related conditions, odor, smoke, soot, biohazard, sewage, storm damage, deterioration, and other loss conditions may predate Contractor's involvement, progress over time, exist outside the authorized area, or remain concealed. Contractor is not responsible for a condition it did not cause and was not authorized to correct.

26.2 LIMITATION OF LIABILITY

Subject to applicable law, Contractor’s aggregate liability for ordinary compensatory contract damages that may lawfully be limited shall not exceed the amount actually paid to Contractor for the specific project giving rise to the claim. Nothing in this Article waives, caps or restricts statutory damages, punitive damages, declaratory relief, injunctive relief or any other remedy that applicable law protects from contractual limitation. It does not excuse fraud, intentional or reckless misconduct, gross negligence, legally non-waivable liability or performance of an accepted covered-workmanship remedy. Where a limitation is prohibited, the applicable legal remedy controls without this cap.

26.3 CONSEQUENTIAL DAMAGE WAIVER

Only to the extent a contractual waiver is lawful for the actual transaction, Contractor excludes indirect, special, incidental or consequential contract damages, including loss of use, business interruption, lost income, lost rent, inconvenience, diminished value, financing cost, delay damage or third-party claim impact. This waiver does not apply to the protected remedies, conduct, liabilities or workmanship obligations preserved in Section 26.2, and does not waive punitive or statutory damages, declaratory relief or injunctive relief protected by applicable law.

26.4 CLIENT INDEMNIFICATION

To the extent permitted by law, the Client is responsible for third-party claims, injury, contamination, fines, property damage, or expense to the extent caused by the Client's inaccurate information, undisclosed hazards, denied access, unauthorized entry, Equipment or containment interference, Customer-Directed Deviation, failure to correct a Source Condition, work by others, misuse of documents, or breach of the Agreement. This provision does not require the Client to protect Contractor from Contractor's own negligence, willful misconduct, or liability that cannot lawfully be shifted. For any transaction governed by a prohibition on contractual hold-harmless provisions, this provision does not impose a prohibited hold-harmless obligation.

26.5 WAIVER OF SUBROGATION

The Client waives recovery against Contractor to the extent a loss is paid by property insurance, and shall request that insurers respect that waiver, except where the waiver is prohibited or the loss results from conduct that cannot lawfully be waived.

26.6 NO THIRD-PARTY RELIANCE

Services and documents are for the Client and the authorized project only. Tenants, buyers, sellers, lenders, realtors, insurers, contractors, occupants, and other third parties may not treat them as a warranty, clearance, engineering opinion, health determination, or full-property inspection without Contractor's written consent.

26.7 COMPARATIVE RESPONSIBILITY

Any recovery shall be reduced by the portion of loss caused by pre-existing conditions, the Client, occupants, animals, visitors, third parties, unresolved Source Conditions, delayed authorization, denied access, equipment interference, or failure to mitigate.

26.8 TIME TO BRING A CLAIM

The time to bring a claim is governed by the applicable statutory limitation period and any legally applicable accrual, discovery, tolling or extension rule. This Agreement does not shorten that period. The duration of the limited workmanship warranty and a request for notice, inspection or cure do not shorten a legally protected time to bring an action or eliminate any preserved claim or remedy.

26.9 GOVERNING LAW AND VENUE

The Agreement is governed by the law of the state where the Property is located. A permitted court proceeding shall be filed in a court serving the county where the Property is located unless the parties agree otherwise.

26.10 NO PERSONAL LIABILITY OF PERSONNEL

The contracting party is Serve Xpert, LLC. Contractual claims against the company do not, solely because of a person's ownership, employment or agency role, create a personal contractual guarantee by that person. This provision does not release any person from liability that applicable law independently imposes for that person's own acts or omissions, or restrict a protected claim or remedy against a legally responsible person.

26.11 CLAIM NOTICE AND SUPPORTING EVIDENCE

A claim notice must reasonably identify the specific Service, location, condition, date discovered, alleged act or omission, persons involved, amount or damage claimed, and available supporting photographs, documents, recordings, invoices, testing, and communications. Contractor may request additional information reasonably needed to investigate.

26.12 DUTY TO MITIGATE

The Client must take reasonable steps to prevent avoidable additional damage after discovering a concern, including protecting the area, stopping a new source when safe, maintaining utilities and environmental controls, restricting access, and promptly notifying Contractor. Contractor is not responsible for loss that could reasonably have been reduced after the Client knew of the condition.

26.13 INSPECTION BEFORE ALTERATION AND PRESERVATION OF EVIDENCE

Except for emergency measures reasonably necessary to protect persons or property, the Client shall not demolish, clean, repair, discard, reconstruct, test destructively, or allow another contractor to alter the claimed area before Contractor has a reasonable inspection opportunity. Loss, alteration, or destruction of material evidence may limit or bar a claim to the extent Contractor is prejudiced.

26.14 FURNITURE, CONTENTS AND CLIENT-DIRECTED PROTECTION CLAIMS

Any claim involving furniture, furnishings, appliances, electronics, personal property, business property, or other Contents will be evaluated according to the approved Scope of Work, the item's pre-service condition when documented or reasonably ascertainable, the protective measures actually authorized and performed, Client instructions and Customer-Directed Deviations, manufacturer or material sensitivity, work by others, and the available project evidence. Where the Client instructed that an item remain in place or declined recommended removal, relocation, covering, isolation, disassembly, separation, or other protection, responsibility for a later condition will be allocated according to the extent that the Client's instruction, the item's pre-existing condition or inherent characteristics, or ordinary exposure reasonably incidental to the authorized Services caused or contributed to the claimed loss. Contractor's reasonable attempt to protect an item does not create a guarantee that the item will remain completely unaffected. This Section is subject to applicable non-waivable law and does not excuse Contractor's own negligence or willful misconduct.

27. FINAL PROVISIONS & ACKNOWLEDGMENTS

27.1 AUTHORITY AND ACCURATE INFORMATION

The Client confirms authority to authorize the project and that information supplied about ownership, occupants, hazards, insurance, Source Conditions, access, and project history is accurate to the best of the Client's knowledge.

27.2 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not the Client's employee, agent, fiduciary, insurer, public adjuster, property manager, engineer, medical advisor, or legal advisor.

27.3 NO ASSIGNMENT

The Client may not assign the Agreement, warranty, claim, or document-use right without Contractor's written consent. Contractor may assign receivables or use collection, financing, subcontracting, or administrative providers.

27.4 NOTICES

Except for a statutory cancellation, rescission, emergency notice, or other communication for which applicable law permits or requires a different method, contractual notices under this Agreement should be delivered by email, certified mail, documented text message, portal communication, or another written method that reasonably confirms transmission. Contractual notices to Serve

Xpert may be emailed to support@servexpertpro.com. The incorporated project documents must provide the verified business mailing address and any additional notice destination required for the transaction. These contact directions do not restrict another legally effective notice method.

Nothing in this Section requires a Client to use a written method to exercise a statutory cancellation or rescission right when the law governing that right recognizes another effective method of notice. A statutory notice is effective according to the governing law, required form, and facts of the transaction.

The Client shall keep current contact information on file. Service, payment, scheduling, safety, and project communications may be sent to the contact information provided in the project record.

27.5 SURVIVAL

Payment, fees, Work Product, confidentiality, recording consent, evidence, collections, lien rights, warranty limitations, indemnification, dispute resolution, and legal limitations survive completion, cancellation, suspension, or termination.

27.6 NO THIRD-PARTY BENEFICIARY

No person other than the parties receives contractual rights from the Agreement, except an authorized assignee or provider expressly identified in writing.

27.7 REVIEW AND COPY

The Client acknowledges an opportunity to review the Terms and Conditions before authorization and may retain the electronic or printed copy supplied with the project records.

27.8 REQUIRED PROJECT NOTICES

Contractor shall supply, complete, place and deliver all notices, cancellation forms, emergency authorizations, consumer disclosures, lien notices and mandatory contract terms required for the actual project, using the prescribed language, format, location, timing and signature or acknowledgment requirements. These materials must accompany or appear in the Estimate or Work Authorization as required by law and form part of that project's Agreement. Applicable rights depend on the Property's location and the facts of the transaction, not merely a location selected in a form. A mandatory project term controls over inconsistent general language to the extent required by law.

27.9 PROJECT DATA IN INCORPORATED RECORDS

Customer names, signatures, property address, estimate number, selected option, project total, payment amount, and other job-specific data may appear only in the Estimate, Work Authorization, invoice, Change Order, or authorization record. Their omission from this Terms and Conditions document does not affect incorporation or enforceability.

27.10 BINDING EFFECT

The Agreement binds the Client, Contractor, their permitted assigns, successors, personal representatives, and authorized project representatives. A change in management, occupant, ownership interest, marital status, business form, or responsible contact does not cancel obligations already incurred.

27.11 OPPORTUNITY FOR INDEPENDENT ADVICE

The Client acknowledges an opportunity to ask questions and consult an attorney, insurer, lender, medical provider, environmental professional, engineer, or trade contractor before authorization when desired. Contractor's operational explanations do not replace independent legal, insurance, medical, engineering, or trade advice.

27.12 NO CONTINUING MONITORING DUTY AFTER DEMOBILIZATION

After Equipment removal, Substantial Completion, suspension, termination, or administrative closure, Contractor has no continuing duty to monitor the Property, humidity, moisture, Source Condition, occupancy, security, weather exposure, reconstruction, or work by others unless a later written service specifically creates that duty.

27.13 CLIENT REVIEW OF ESTIMATE, INCLUDED SERVICES AND EXCLUSIONS

Before authorization, the Client is responsible for reviewing the approved Estimate, included Services, excluded Services, authorized areas, selected option, pricing, and project-specific limitations and for asking any questions before work begins. Authorization confirms that the Client had the opportunity to review those project boundaries and understands that a Service, area, task, material, repair, test, treatment, result, or recommendation is not included merely because it relates to the same loss, is located at the same Property, is commonly performed on a different restoration project, is observed during performance, or is later recommended by another person. The approved Estimate and Scope of Work control what the Client purchased.

27.14 APPLICABLE CONSUMER RIGHTS AND OVERRIDES

The company cancellation policy in Section 17.1 applies wherever Contractor lawfully provides Services. Applicable statutory rights apply in addition, and any more protective mandatory right controls. The company policy and this general Agreement do not substitute for prescribed project-specific notices, forms or contract terms.

Required Contract Terms. Contractor shall include all legally required project particulars, licensing or registration information, signatures, contract copies, deposit restrictions, payment terms and consumer disclosures in the project Agreement Documents. Contractor shall provide any required cancellation notice and forms with the prescribed deadline, cancellation method, delivery, language, type size and placement. Statutory business-day calculations, refund duties and permitted notice methods follow the law governing the transaction; Section 17.1 preserves the more protective company policy.

Changes and Dispute Protections. Material changes must satisfy Sections 7.1 and 24.3 and any mandatory dated signature, price-change or other formality. Informal messages and internal records do not replace required signatures. Sections 20.2, 22.3, 22.5, 22.6 and 26.4 create no prohibited attorney-fee entitlement, jury waiver, hold-harmless obligation, waiver of consumer rights or noncompliant arbitration provision. Arbitration requires a separately executed compliant Rider as provided in Section 22.3.

Emergency or Immediate Start. A request to begin before a cancellation period expires is effective only to the extent permitted by the law governing the transaction. Contractor must obtain any required separate emergency form, written estimate, personally signed or handwritten statement, emergency description and express waiver acknowledgment, and satisfy any required good-faith or substantial-beginning-of-performance condition. An ordinary signature, checkbox, payment or request to start does not by itself waive a protected cancellation right.

Project Notice Controls. Contractor shall determine and supply the notices and contract requirements applicable to the Property and transaction before relying on a statutory exception, shortened procedure or waiver. A general reference to applicable law does not replace a required disclosure. Applicable cancellation, refund, deposit, signature and other non-waivable protections remain enforceable even if a required project document is omitted.

Mandatory Rights. Nothing in this Agreement waives a right that applicable law makes non-waivable. When a required state notice, cancellation form, emergency authorization, or mandatory contract term conflicts with a general provision, the required state term controls only to the extent of the conflict.

28. ADDENDUM: FEE SCHEDULE & COMMUNICATIONS

28.1 STANDARD ADMINISTRATIVE FEES

Unless a project document states a different lawful amount, a dishonored check or rejected electronic payment may be subject to a returned-payment fee of up to seventy-five dollars ($75), but only where permitted for the transaction and payment type under applicable law and after any required notice, waiting period, disclosure or opportunity to cure. Any lower legal maximum, payment-type restriction or more protective statutory notice, waiting period or cure requirement controls. Contractor shall disclose and apply the permitted amount for the actual transaction; the $75 ceiling does not authorize collection above an applicable legal limit. Warranty Evaluation Visit and post-completion reinspection charges are governed by Sections 16.17 and 28.10, including the complimentary first Warranty Evaluation Visit and the applicable $250 second-evaluation/reinspection fee; a lawfully chargeable Client-caused demobilization and remobilization fee under Section 12.4 is $500; and a routine document re-issuance or resubmission fee is $50 per request. No returned-payment fee is automatic or imposed merely for exercising a protected dispute right, and the same loss or expense is not charged twice.

28.2 NON-STANDARD DOCUMENTATION

Custom reports, supplemental narratives, insurer revisions, legal-ready packages, third-party forms, additional photo organization, repeated estimate changes, expanded captions, depositions, subpoenas, expert participation, record certification, and other non-standard administrative services are separately priced based on time, complexity, urgency, and required personnel.

28.3 OTHER PROJECT FEES

Additional charges may apply for after-hours or emergency response, missed access, standby, travel outside the quoted area, parking, tolls, permits, dumpster or hauling, specialty disposal, hazardous or biohazard handling, Equipment decontamination, Equipment damage, storage, power distribution, generator use, extra monitoring, added labor, material escalation, and third-party requirements when those items are not already included.

28.4 SERVICE COMMUNICATIONS

By providing a phone number or email, the Client authorizes service-related calls, texts, emails, payment reminders, scheduling messages, document notices, warranty communications, and follow-up. Contractor will honor STOP and other legally effective consent-revocation requests for calls or texts within the scope and time required by applicable law, including service-related automated communications when consent is required. Necessary project, safety, collection or legal notices may continue through a lawful permitted method; their purpose does not override an applicable consent requirement.

28.5 CONTACT CHANGES

The Client shall promptly update phone, email, mailing address, property contact, access, and authorized-representative information. Contractor is not responsible for missed notices caused by outdated or blocked contact information.

28.6 FEE UPDATES

The fee schedule stated in the project documents controls that project. Contractor may revise standard fees for future projects without changing an already approved fixed project price.

28.7 ELECTRONIC DELIVERY AND RECEIPT

A document, invoice, notice, scheduling message, or payment communication is considered transmitted when sent to the phone number, email address, portal, or contact provided in the project record. The Client is responsible for checking spam, blocked messages, voicemail, and portal access and for promptly reporting a delivery problem.

28.8 STORAGE, STANDBY AND DELAYED RETRIEVAL

Contractor is not a storage company and may decline to store Contents, materials, debris, or Equipment beyond the approved project need. When Client delay, denied access, payment default, third-party coordination, or a requested hold causes storage, standby, extra handling, repeated retrieval, or additional transportation, reasonable charges may be added.

28.9 APPLICABLE TAXES AND THIRD-PARTY PASS-THROUGH CHARGES

Taxes, if any, will be determined and charged according to the actual legal tax treatment of the transaction, including the service-property location, nature of the Services, materials or tangible personal property involved, Contractor's legal tax treatment, and applicable state and local law. No tax rate stated elsewhere in a template, form configuration, Estimate, or preliminary calculation overrides the rate or tax treatment legally applicable to the actual transaction.

The approved Estimate and invoice show applicable tax. The Base Service Price on the Work Authorization is before fees and tax. Contractor may correct the tax rate, taxable base, characterization, or amount when reasonably necessary to comply with applicable law. A jurisdiction that does not impose a conventional retail sales tax may impose another tax or business obligation on Contractor; Contractor will not characterize or pass through such an obligation as a customer sales tax when applicable law prohibits doing so.

Third-party charges for permits, parking, tolls, hauling, landfill use, laboratory work, specialty disposal, regulated handling, shipping, building access, processor use, financing, or similar project needs may be added when not included in the approved price and when lawfully chargeable. Contractor may require advance payment for a substantial third-party charge.

28.10 POST-COMPLETION WARRANTY, REINSPECTION AND MONITORING VISIT CHARGES

During the standard 30-calendar-day workmanship term, Section 16.17 governs evaluation visits and required covered cure. For a separately approved post-standard-term surface-retreatment arrangement, Section 16.27 governs the $250 fee for each accepted retreatment visit. That fee includes only retreatment of the specifically covered accessible surfaces; demolition, material removal, trash or debris removal, hauling, reconstruction, source repairs, testing and other services are excluded and require separate scope and pricing approval. A visit fee does not establish responsibility for a condition. Nothing here overrides existing accepted coverage or non-waivable duties.

29. EMERGENCY SERVICE AUTHORIZATION & RELIANCE DISCLAIMER

29.1 EMERGENCY RESPONSE

Emergency response may include inspection, extraction, pumping, temporary containment, Equipment placement, board-up, tarping, debris control, safety measures, documentation, and other immediate stabilization within the authorization given. Emergency availability does not guarantee immediate arrival, same-day completion, acceptance of every project, or performance under unsafe conditions.

29.2 IMMEDIATE AUTHORIZATION

Subject to Section 29.5 and applicable law, the Client may authorize urgent action by digital approval, signed record, text, email, recorded call, payment, or another documented instruction. Contractor may rely on that authorization to mobilize, allocate resources, and perform the approved emergency Services. A later refusal to sign a duplicate record does not cancel Services already requested and performed.

29.3 EMERGENCY SCOPE IS LIMITED

Emergency stabilization is not a guarantee that all water, contamination, odor, smoke, damage, or hidden conditions have been corrected. Additional mitigation, remediation, demolition, drying, testing, repairs, reconstruction, or specialist work may be required after conditions are evaluated.

29.4 INSURANCE RELIANCE DISCLAIMER

The Client does not rely on Contractor for a promise of coverage, insurer approval, reimbursement amount, deductible treatment, or claim outcome. The Client authorizes emergency Services based on the Property's needs and remains responsible for payment.

29.5 REQUEST TO BEGIN BEFORE A CANCELLATION PERIOD EXPIRES

When the Client asks Contractor to begin before an applicable statutory cancellation period expires, Contractor will not treat the request as a waiver merely because the Client checked a general authorization box or signed the ordinary Work Authorization. The emergency or immediate-start request must satisfy the requirements of the law governing that transaction. Some laws require a separate signed or handwritten emergency statement or other specific acknowledgment. If those requirements are not completed, Contractor may limit Services to work lawfully permitted during the cancellation period, postpone non-emergency work, or require completion of the required emergency authorization before proceeding. Any statutory right that cannot be waived remains effective.

29.6 EMERGENCY SAFETY AND REFUSAL

Contractor may limit, pause, or decline emergency work because of structural danger, active fire, electricity, violence, hazardous materials, inaccessible conditions, lack of utilities, governmental control, or any condition that cannot be addressed safely.

29.7 EMERGENCY UTILITY AND ACCESS MEASURES

Within the authorized emergency response, Contractor may recommend or perform reasonable temporary measures such as shutting off an accessible water source, isolating an affected circuit when safely permitted, moving Contents for access, creating limited openings, establishing containment, or protecting exposed areas. These measures do not constitute permanent trade repair or a guarantee that every source has been controlled.

29.8 EMERGENCY REMOVAL AND TEMPORARY STAGING

When reasonably necessary for safety, access, contamination control, extraction, or drying, emergency Services may include detaching or removing affected materials and temporarily staging debris or non-salvageable items. Same-day hauling is not guaranteed, and disposal remains subject to the approved scope, material classification, transportation, and facility availability.

29.9 CLIENT FOLLOW-UP DUTIES AFTER STABILIZATION

After emergency stabilization, the Client remains responsible for permanent source repair, qualified trade inspection, utility restoration, structural evaluation, security, weather protection, insurer notice, and approval of any additional mitigation, remediation, or reconstruction. Failure to complete those steps may cause recurrence, added damage, or delay. Any limitation of an express warranty claim is governed by Article 16 and applies only to the extent a relevant failure caused or contributed to the claimed condition or materially prevented reliable evaluation or correction.

30. AUTHORIZATION THROUGH ESTIMATE APPROVAL & WORK AUTHORIZATION

30.1 INCORPORATION BY EXECUTED WORK AUTHORIZATION

The Master Service Agreement identified by version, effective date, and Document ID is incorporated into the project through the applicable Estimate and Work Authorization. For a residential transaction requiring a signed written contract, the initial project authorization is effective only after the required Agreement Documents have been signed or electronically signed by the Client and Serve Xpert, LLC or its authorized representative and delivered or made available to the Client as required by applicable law.

After lawful initial execution, subsequent project instructions and non-material decisions may be documented through the methods permitted by this Agreement. Nothing in this Section permits a checkbox, text, email, payment, recorded conversation, or other informal act to replace a signature or statutory formality when applicable law requires one.

30.2 ELECTRONIC SIGNATURE AND SUBSEQUENT ELECTRONIC RECORDS

Electronic signatures and electronic records may be used to execute and administer this Agreement to the extent permitted by applicable electronic-transactions law. After the initial Agreement has been lawfully executed, text messages, emails, portal messages, electronic approvals, photographs, recordings obtained with legally required consent, payment records, and other reliable project records may evidence subsequent instructions and decisions.

No informal electronic or verbal approval substitutes for a signed Change Order, statutory cancellation notice, emergency authorization, disclosure acknowledgment, initials, countersignature, or other prescribed formality when applicable law requires that formality.

30.3 AUTHORIZATION TO PROCEED

Authorization permits Contractor to schedule, allocate labor, Equipment, materials, and products; mobilize; access the approved areas; perform the authorized Services; document the project; and invoice according to the Agreement Documents. Scheduling remains subject to financing approval when selected, site access, utilities and Contractor confirmation. No deposit is required under the standard terms; any project-specific exception must satisfy Section 4.2.

30.4 CONTINUING APPLICATION

The Agreement continues through all approved phases, Equipment days, monitoring, debris hauling, disposal, closeout, Change Orders, post-service communications, payment, warranty review, and dispute resolution arising from the project.

30.5 SIGNATURES MAINTAINED IN INCORPORATED WORK AUTHORIZATION

Customer information, Property information, selected scope, project price, payment election, Client signature, and Contractor signature or countersignature may be maintained in the incorporated Estimate and/or Work Authorization rather than duplicated in this Terms and Conditions master. The absence of a separate signature block in this master Terms and Conditions document does not eliminate a signature, countersignature, copy-delivery, or acknowledgment requirement imposed on the incorporated project contract by applicable law.

30.6 AUTHORIZED REPRESENTATIVE AND PAYER

Approval by an owner, corporate representative, property manager, spouse, agent, or other person represented to have authority binds the responsible Client. Unless Contractor expressly agrees otherwise in writing before or at authorization, the individual who signs, electronically approves, submits, or otherwise authorizes the Work Authorization accepts responsibility as a Client under the Agreement and is responsible for ensuring payment of all authorized project charges when due. Identification of another expected payer or reimbursement source does not release the authorizing individual or another responsible Client unless Contractor expressly agrees in writing. A person who merely pays, communicates, provides access, transmits documents, or coordinates scheduling without authorizing the Agreement does not become the sole responsible Client solely because of those activities.

30.7 PROSPECTIVE REVOCATION ONLY

The Client may direct Contractor in writing to stop future unperformed work, subject to safety and stabilization needs; a legally effective cancellation under Sections 17.1–17.3 or applicable law may use any permitted method. Revocation is prospective only and does not cancel prior authorization, earned charges, allocated resources, documentation rights, disposal obligations, or Contractor's right to demobilize and close the project, except as required by Sections 17.1–17.3, including Serve Xpert’s company

cancellation policy and applicable mandatory rights. No cancellation charge is automatic; lawful documented charges and required refunds are evaluated under those provisions.

30.8 SELECTED OPTION AND UNSELECTED ALTERNATIVES

When an Estimate presents multiple options, only the option clearly selected and approved by the Client is authorized. Unselected alternatives, upgrades, comparisons, recommendations, and pricing examples are excluded unless later approved through a Change Order, supplemental authorization, or new Work Authorization.

30.9 TERMS DELIVERY, ACCESS AND VERSION CONTROL

Contractor may maintain the current Master Service Agreement and Terms and Conditions on its website or another electronic location for convenient Client access. The Agreement version governing a project is the version identified, provided, incorporated, or made reasonably accessible in connection with the applicable authorization. Contractor may preserve an exact PDF, electronic copy, or other record of the governing version with the project file. A later revision, website update, or newly published version does not retroactively replace the version governing previously authorized Services unless Contractor and the Client expressly agree otherwise in an authorized project record.

30.10 SUBSEQUENT PROJECT AUTHORIZATIONS

After a project has been authorized, subsequent documented approvals for additional Services, Change Orders, scheduling decisions, Equipment decisions, disposal decisions, Customer-Directed Deviations, payment arrangements, and other project instructions remain governed by the Agreement Documents already applicable to that project unless the parties expressly adopt a later agreement. Contractor is not required to resend or restate the complete Master Service Agreement each time the Client gives a subsequent documented project authorization.

END OF TERMS AND CONDITIONS

This document constitutes the complete Master Service Agreement & Work Authorization Terms and Conditions identified as:

Document ID: SX-MSA-TC-20261014
Original document date: September 15, 2026

The version of these Terms and Conditions identified in, provided with, or incorporated into the applicable Serve Xpert Estimate and Work Authorization governs that project unless expressly replaced by a later written agreement executed in accordance with the Agreement Documents and applicable law. © 2026 Serve Xpert, LLC. All Rights Reserved.

ServeXpert
RESTORATION SERVICES

THANK YOU

Thank you for reviewing our Master Service Agreement.
We appreciate the opportunity to assist with your property.

ServeXpert

Serve Xpert, LLC

Restoration, Mitigation, Remediation & Environmental Services

PROFESSIONAL. RESPONSIVE. RELIABLE.

Restoring properties. Rebuilding confidence.

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