

# CHAOS2ORDER LLC

## GENERAL TERMS & CONDITIONS

Version 1.1

### 1. CUSTOMER AUTHORITY AND RIGHT TO AUTHORIZE SERVICES

#### 1.1 Authority.

The Customer represents and warrants that the Customer is the owner of the property and/or contents affected by the Services, or otherwise has sufficient legal authority to engage Chaos2Order LLC ("C2O") to perform the Services and to make all decisions required under the Agreement concerning the affected property, areas, and contents.

#### 1.2 Authorized Representatives.

If the Customer acts as or through an authorized representative, including a personal representative of an estate, trustee, agent acting under a power of attorney, guardian, landlord, property manager, realtor or other agent, bank or other institutional representative, business representative, or other person acting on behalf of another person or entity, the Customer represents and warrants that the Customer possesses the authority necessary for the Services and decisions authorized under the Agreement. C2O may request reasonable documentation of such authority where C2O determines that verification is appropriate or necessary.

#### 1.3 No Independent Investigation Duty.

C2O is entitled to rely reasonably on the Customer's representations and documentation concerning ownership and authority. C2O does not undertake, and shall have no general duty, to independently investigate or determine ownership, probate status, inheritance rights, liens, third-party interests, agency relationships, corporate authority, or other legal rights relating to the property or contents.

#### 1.4 Conflicting Claims or Questioned Authority.

If C2O becomes aware of a conflicting ownership claim, third-party claim, dispute concerning authority, or other circumstance that reasonably calls into question the Customer's authority to direct the affected Services or disposition of property, C2O may decline, pause, or suspend the affected Services until the matter has been resolved or C2O receives documentation or other assurance reasonably satisfactory to C2O.

#### 1.5 Titled Property.

Vehicles, boats, trailers, and other property for which ownership or transfer is governed by a certificate of title, registration, or comparable legal record are not automatically included in any general authorization concerning the removal, disposal, transfer, or disposition of contents. Such property may require separate documentation, authorization, or procedures before C2O will remove, transfer, sell, dispose of, or otherwise handle it.

### 2. SCOPE OF SERVICES

#### 2.1 Agreed Scope.

C2O will perform the services expressly identified in the applicable Estimate, Service Agreement, Work Order, accepted Change Order, or other applicable written agreement between C2O and the Customer (collectively, the "Agreement"). Services, areas, items, quantities, tasks, or work not included in the agreed Scope of Work are not included merely because they are located at the job site or become visible, desirable, convenient, or potentially necessary during performance. Removal performed as part of the agreed Services does not include repair, replacement, or reconstruction unless expressly included in the applicable written Scope of Work.

#### 2.2 Basis of Scope and Estimate.

The Scope of Work and pricing may be based on the conditions, quantities, volume, accessibility, materials, photographs, descriptions, measurements, information, and other circumstances known to or reasonably observable by C2O when the Estimate is prepared, including information supplied by the Customer or third parties. C2O is not responsible for the accuracy or completeness of information supplied by the Customer or third parties unless C2O expressly agrees in writing to independently verify specific information.

#### 2.3 Site Conditions and Documentation.

C2O may observe, consider, photograph, video-record, or otherwise document site conditions, contents, access conditions, existing damage, work progress, completed work, or other job-related conditions when C2O considers such documentation appropriate. Unless expressly agreed otherwise in writing or required by applicable law, C2O has no general duty to photograph, video-record, inventory, inspect, identify, discover, or document every condition, item, area, defect, or circumstance before, during, or after the Services. The absence of a photograph, video, written notation, inventory entry, or other documentation does not by itself establish that a condition, item, defect, or circumstance did not exist or that C2O caused it.

#### 2.4 Changed or Additional Conditions.

If conditions encountered during performance materially differ from those reasonably anticipated when the Scope of Work or Estimate was prepared, C2O may pause or suspend the affected work and may require a revised scope, Change Order, additional charge, different method of performance, or appropriately qualified third-party provider before proceeding. C2O is not required to perform materially additional or different work for the original price merely because the additional condition or work becomes apparent after Services have begun.

### **3. CUSTOMER KEEP / REMOVE DESIGNATIONS - NO SEARCH DUTY**

#### **3.1 Customer Determines KEEP and REMOVE.**

The Customer is responsible for determining which contents, items, and property are to remain ("KEEP") and which are authorized for removal ("REMOVE"). C2O will perform the Services in accordance with the agreed Scope of Work and the Customer's authorized instructions. The Customer should clearly separate, identify, mark, or otherwise communicate KEEP items where reasonably necessary to distinguish them from REMOVE items. Items whose status is genuinely uncertain should be identified as uncertain and resolved before removal where reasonably practicable.

#### **3.2 No Search, Opening, Testing, Inventory, or Valuation Duty.**

Unless expressly included in the Scope of Work, C2O has no general duty to search rooms, areas, containers, boxes, bags, furniture, appliances, electronics, files, papers, or other contents; to open containers or items; to dismantle equipment or devices; to inspect or access customer data; to test or chemically analyze materials; to prepare an inventory; to determine ownership; to appraise or determine value; or to search for money, jewelry, valuables, documents, keys, photographs, memorabilia, sentimental property, or other items that the Customer may wish to retain.

#### **3.3 Voluntary Identification or Separation of Items.**

If C2O happens to encounter an obviously personal, important, sensitive, or potentially valuable item during the ordinary performance of the Services, C2O may, in its discretion, notify the Customer, temporarily set the item aside, or otherwise take reasonable action concerning the item. Any such voluntary action is a courtesy and does not create or expand any contractual or continuing duty to search for, identify, discover, recover, inventory, safeguard, value, or preserve other items. C2O's discovery of one item does not establish that C2O should have discovered another item.

#### **3.4 Customer Responsibility Before Removal.**

Before C2O begins removal of designated REMOVE contents, the Customer is responsible for removing, securing, or clearly identifying items the Customer wishes to retain, including money, jewelry, precious metals or stones, securities, collectibles, antiques, artwork, important original documents, unusually valuable electronics, sentimental or irreplaceable property, medications, keys, photographs, digital media, and other property of unusual personal or financial importance.

### **4. ESTIMATES, PRICING AND CHANGED CONDITIONS**

#### **4.1 Estimate Validity.**

Unless the Estimate expressly states a different period, an Estimate issued by C2O is valid for acceptance for fourteen (14) days from the date of issuance. The validity period governs the period during which the quoted offer may be accepted; it does not guarantee that the property, contents, access conditions, disposal requirements, third-party costs, or other circumstances affecting the Services will remain unchanged.

#### **4.2 Basis of Pricing.**

Pricing is based on the agreed Scope of Work and on the quantities, volume, weight, materials, condition, accessibility, labor, equipment, handling, disposal requirements, third-party services, and other job circumstances reasonably observed, disclosed, or anticipated when the Estimate is prepared. Depending on the particular job, pricing may be based on a fixed or project price, volume, labor or time, weight or material, disposal or third-party costs, route or community pricing, or a combination of such methods, as identified or reflected in the applicable Estimate. C2O does not maintain a contractual minimum charge unless a minimum or other specific pricing condition is expressly stated in the applicable Estimate.

#### **4.3 Normal Estimating Variance.**

Where C2O expressly provides a fixed or quoted project price, ordinary estimating variance within the agreed Scope of Work and reasonably observable or disclosed conditions does not, by itself, entitle C2O to increase that fixed or quoted project price.

#### **4.4 Materially Changed, Concealed, Inaccessible, or Undisclosed Conditions.**

Conditions, contents, quantities, materials, access limitations, disposal requirements, or other circumstances that are materially different from those reasonably observable, disclosed, or anticipated when the Estimate was prepared may constitute Changed Conditions. C2O is not required, solely for purposes of preparing an Estimate, to conduct destructive or invasive investigation, dismantle structures, move substantial accumulations of contents, open inaccessible or secured areas, or perform investigative work to discover concealed conditions. If Changed Conditions materially affect the price, time, labor, equipment, volume, weight, disposal requirements, risk, or Scope of Work, C2O may pause the affected work, assess the changed condition, notify the Customer, and require appropriate authorization and revised pricing or scope before performing the affected additional or different work.

#### **4.5 Material Change Before Work Begins.**

If the property, contents, access, condition, quantity, or other material job circumstances change after the Estimate is prepared but before the affected Services begin, C2O may reinspect, reconfirm, revise, or withdraw the affected pricing or Scope of Work before beginning the affected Services.

#### **4.6 External Disposal, Facility, Specialist, and Third-Party Costs.**

Pricing may be based in part on disposal, landfill, transfer-facility, recycling, permit, specialist, equipment, or other third-party rates or requirements in effect or reasonably anticipated when the Estimate is prepared. Ordinary fluctuations are part of C2O's normal estimating risk where C2O has quoted a fixed project price. However, a material change in an applicable external rate or requirement, particularly where performance has been substantially delayed for reasons attributable to the Customer or circumstances outside C2O's reasonable control, may require revised pricing before the affected work proceeds. If material is lawfully rejected or reclassified by a disposal or other facility because its actual condition, composition, weight, classification, or other material characteristic differs from what was reasonably observable or disclosed, C2O may pause the affected work and obtain Customer authorization for a lawful alternative method, facility, specialist, or resulting additional cost.

#### **4.7 No Standard Separate Value Credit.**

Unless C2O and the Customer expressly enter into a separate lawful transaction or written arrangement concerning particular property, the Customer receives the overall service price stated in the Estimate. C2O's internal assessment of potential reuse, recovery, or resale value is not required to be separately itemized as a credit, purchase price, trade allowance, or other offset in the Estimate or invoice. Nothing in this Section determines whether a separate purchase, consignment, trade, resale, or other transaction is subject to additional legal requirements.

### **5. CHANGE ORDERS AND ADDITIONAL WORK**

#### **5.1 Authorized Decisions.**

Only the Customer or a representative authorized by the Customer may make binding decisions concerning material changes to the Scope of Work or price. The Customer is responsible for identifying any representative whom the Customer authorizes to make such decisions and for communicating any limitation on that authority to C2O.

#### **5.2 Minor Operational Adjustments.**

Minor operational adjustments or KEEP/REMOVE instructions that do not materially affect price, time, volume, staffing, disposal requirements, risk, or Scope of Work do not require a formal Change Order.

#### **5.3 Material Changes.**

A change that materially affects price, time, volume, staffing, equipment, handling, disposal requirements, risk, or Scope of Work may require a Change Order or other documented authorization before the affected additional or different work proceeds. Where reasonably practicable, C2O will inform the Customer or authorized representative of the material change and obtain authorization before performing the affected additional work.

#### **5.4 Form of Authorization.**

A material change may be authorized through an updated Estimate, Change Order, email, text message, approved electronic system, or other written or electronic communication reasonably identifying the change and authorization. If circumstances make oral authorization reasonably necessary or practical, C2O may rely on such authorization and may document the date, time, person authorizing the change, affected scope, and pricing or pricing method in C2O's job record and, where practicable, confirm the authorization electronically.

#### **5.5 Customer-Directed Rehandling or Reversal.**

Additional loading, unloading, sorting, re-sorting, handling, rehandling, return trips, or other work caused by Customer-directed changes or reversals of prior instructions may be treated as additional work and charged under an applicable disclosed labor, time, trip, handling, or other agreed pricing method.

#### **5.6 Unavailable Decision-Maker.**

If a required material authorization cannot reasonably be obtained, C2O may continue unaffected work, pause the affected portion, or reschedule the affected Services. C2O is not required to guess at the Customer's desired decision or perform materially additional work at C2O's expense.

### **6. PAYMENT AND DEPOSITS**

#### **6.1 Standard Payment Schedule.**

Unless the applicable Estimate or other written agreement expressly provides different payment terms, the standard payment schedule is: (a) twenty-five percent (25%) of the agreed estimated price due upon acceptance of the Estimate and authorization of the Services; (b) an additional twenty-five percent (25%) due at commencement of the Services; and (c) the remaining balance due upon completion and issuance of the final invoice, including any properly authorized additional work or other adjustments permitted under the Agreement.

#### **6.2 Commercial or Other Payment Terms.**

A business, commercial, institutional, governmental, or other Customer may be offered Net 15, Net 30, progress billing, or another payment schedule if expressly stated in the applicable Estimate, Service Agreement, purchase arrangement accepted by C2O, or other written agreement.

#### **6.3 Right to Withhold or Suspend Work.**

C2O may withhold commencement or suspend further performance if an amount then due under the Agreement has not been paid. C2O's commencement or continuation of work despite a due but unpaid amount does not waive the payment obligation and does not, by itself, waive C2O's right to enforce the payment requirement or suspend later performance.

#### **6.4 Additional Amounts.**

Properly authorized additional work and other charges permitted by the Agreement are payable in accordance with the applicable authorization, invoice, or payment terms.

#### **6.5 Dishonored Payments.**

If a check, electronic payment, or other payment is dishonored, reversed, or returned unpaid, the Customer remains responsible for the underlying amount and for any additional amount recoverable by C2O under applicable law.

#### **6.6 No Unspecified Late-Payment or Card Surcharge.**

No late-payment interest, late fee, credit-card surcharge, or payment-processing surcharge applies unless it is expressly disclosed and agreed or otherwise lawfully imposed.

## **7. CANCELLATION, RESCHEDULING AND NO ACCESS**

### **7.1 Cancellation or Rescheduling With at Least 24 Hours' Notice.**

Unless different cancellation or rescheduling terms are expressly stated in the applicable Estimate or other written agreement, the Customer may cancel or request rescheduling by providing C2O at least twenty-four (24) hours' notice before the scheduled commencement time. A timely rescheduling request will not ordinarily result in a separate rescheduling fee, subject to C2O's availability and any job-specific terms, commitments, or nonrefundable costs expressly disclosed or agreed for the particular Services.

### **7.2 Timely Full Cancellation and Deposit Reconciliation.**

A timely cancellation does not automatically cause forfeiture of the Customer's entire deposit. C2O may deduct or retain amounts representing Customer-authorized, actually incurred, nonrefundable job-specific third-party, equipment, special-disposal, permit, or comparable costs that cannot reasonably be avoided or recovered because of the cancellation. Any remaining deposit amount will be refunded, credited, or otherwise reconciled as appropriate under the Agreement and applicable law.

### **7.3 Cancellation or Rescheduling With Less Than 24 Hours' Notice.**

A cancellation or rescheduling request made less than twenty-four (24) hours before the scheduled commencement time may result in a reasonable late-cancellation or reservation fee if that fee has been disclosed to the Customer, together with legitimate Customer-authorized, actually incurred, nonrefundable job-specific costs. C2O will not impose multiple charges for the same economic loss merely by describing that loss under different fee categories.

### **7.4 Crew Dispatched or Arrived.**

If C2O has dispatched personnel or equipment or arrived at the job site and the Customer cancels, prevents commencement, or cannot provide the required access or readiness for a reason within the Customer's control, reasonable previously disclosed trip, dispatch, waiting, or remobilization charges may apply.

### **7.5 No Access or Customer-Caused Lack of Readiness.**

If C2O cannot perform the scheduled Services because required keys, codes, gate or security access, building or HOA authorization, elevator or loading access, parking authorization, Customer decisions, or other Customer-controlled prerequisites are unavailable, C2O may wait where reasonable, perform unaffected work where practicable, pause the affected Services, or reschedule subject to availability. Reasonable previously disclosed waiting, labor, trip, dispatch, return-trip, or remobilization charges resulting from the Customer-controlled condition may apply. The same economic loss will not be charged more than once under multiple labels.

### **7.6 Cancellation After Work Has Begun.**

If the Customer cancels all or part of the Services after performance has begun, the Customer remains responsible for Services already performed and for properly incurred disposal charges, Customer-authorized nonrefundable third-party costs, and other agreed actual job costs relating to the work performed or cancellation. A separate cancellation penalty will not automatically be added merely because work had already begun.

### **7.7 C2O Cancellation or Safety-Related Rescheduling.**

A cancellation, delay, suspension, or rescheduling initiated by C2O because of safety conditions, weather, legal restrictions, inability lawfully to perform the affected work, or other circumstances addressed elsewhere in the Agreement is not treated as an ordinary Customer cancellation for purposes of a Customer cancellation fee. Amounts paid for Services not performed will be credited, refunded, or applied to an agreed rescheduled performance as appropriate, subject to payment for Services already performed and other amounts properly due under the Agreement.

### **7.8 Repeated Late Changes or Failed Appointments.**

Following repeated late cancellations, material scheduling changes, or Customer-controlled failed appointments, C2O may require additional reasonable reservation security for a future appointment or may decline or release future scheduling, subject to applicable law.

## **8. CUSTOMER RESPONSIBILITIES AND SITE CONDITIONS**

### **8.1 Access and Customer-Controlled Permissions The Customer shall provide C2O with the lawful and reasonably necessary access required to**

perform the agreed Services, taking into account the nature and condition of the property and the Services requested. Customer-controlled access requirements may include, where applicable, keys, access codes, gates, security access, building or property-management authorization, HOA authorization, elevator or loading-area reservations, parking authorization, and permission to use private access routes or work areas. The Customer is responsible for obtaining permissions or approvals that arise from the Customer's ownership, occupancy, property rules, HOA, property management, landlord, or similar property-specific requirements. This provision does not transfer to the Customer any license, permit, registration, or other legal authorization that applicable law requires C2O itself to possess.

### **8.2 Disclosure of Known Hazards and Special Conditions The Customer shall disclose to C2O known hazards, restrictions, or special conditions**

that are materially relevant to the safe or lawful performance of the Services and that are not reasonably apparent to C2O. Such conditions may include, where relevant, known weaknesses, fragility, load or use limitations affecting driveways, pavers, floors, stairs, paths, access areas, or other surfaces; known underground or concealed private improvements or systems; restricted access conditions; unstable areas or items; or other known conditions materially affecting the requested work. This disclosure obligation does not constitute a representation or warranty by the Customer that the entire property or work site is safe or free of hazards.

**8.3 Persons, Children, Animals, and Third Parties** The Customer shall, where reasonably necessary for the Services, keep persons not involved in

the work, including children, guests, visitors, and animals, away from active work, loading, access, and equipment areas. C2O's presence at the property does not make C2O responsible for general supervision or control of the property, occupants, visitors, animals, or unrelated third-party activities, and does not make C2O the general contractor or site coordinator for work outside C2O's agreed Scope of Work.

**8.4 No General Property or Technical Inspection** C2O does not undertake a general structural, engineering, load-bearing, utility-location,

property-condition, or comprehensive safety inspection of the property. C2O may observe, consider, photograph, video-record, or otherwise document conditions relevant to the Services, but has no general duty to identify, discover, test, diagnose, or document every existing, concealed, latent, structural, subsurface, utility-related, or other condition.

**8.5 Right to Decline, Pause, or Stop Affected Work** C2O may decline to commence, or may pause, suspend, or stop the affected Services, when

C2O reasonably determines that a condition involving safety, access, legal compliance, authority, or Scope of Work makes commencement or continued performance unsafe, unlawful, materially impracticable, or outside the agreed Scope of Work. A reasonable exercise of this right does not, by itself, constitute a breach by C2O. Any resulting scope, pricing, scheduling, or third-party-service consequences will be addressed under the applicable provisions of the Agreement.

**9. PROPERTY DAMAGE, EXISTING CONDITIONS AND LIABILITY**

**9.1 Pre-Existing, Latent, and Concealed Conditions** C2O is not responsible for damage, defects, deterioration, weakness, or other conditions that

existed before C2O's Services or that were not caused by C2O. A pre-existing condition does not become damage caused by C2O merely because it becomes visible, accessible, or apparent during or after the removal of contents, furniture, appliances, carpeting, coverings, debris, or other materials. Pre-existing conditions may include deterioration or weakness resulting from age, moisture, rot, corrosion, animal urine or waste, pests, material fatigue, loose or deteriorated fasteners, prior installation or repair, concealed defects, or similar existing conditions. C2O may document existing conditions but has no general obligation to identify or document every pre-existing, latent, concealed, or deteriorated condition before commencing the Services.

**9.2 Ordinary and Reasonably Unavoidable Effects of the Agreed Work** Conditions or effects that are necessary, typical, or reasonably

unavoidable consequences of the expressly agreed Scope of Work do not, by themselves, constitute property damage caused by C2O. This may include, as applicable, exposure of pre-existing discoloration, staining, wear, damage, or unfinished surfaces previously concealed by removed contents or materials, or ordinary marks or effects necessarily associated with specifically authorized removal or dismantling work.

**9.3 REMOVE Items and KEEP Items** Items designated or authorized as REMOVE are not treated as property that C2O is required to preserve in

undamaged condition. C2O may move, handle, disassemble, dismantle, or otherwise process REMOVE items in a manner reasonably necessary to perform the authorized removal, subject to applicable law and the agreed Scope of Work. Items designated as KEEP remain KEEP even if their temporary movement is authorized or reasonably necessary for performance of the Services. Where C2O agrees to move or handle KEEP items, C2O will exercise reasonable care under the circumstances, taking into account the item's existing condition, fragility, weight, construction, accessibility, and other relevant physical conditions.

**9.4 Tight Access, Bulky Items, and Unusual Physical Risks** The Customer acknowledges that removal or handling through tight or restricted

spaces, including narrow doors, hallways, stairs, turns, elevators, low-clearance areas, or areas adjacent to sensitive floors, walls, doors, frames, railings, fixtures, or finishes, may involve increased physical risk, particularly for heavy, oversized, rigid, fragile, or difficult-to-manuever items. C2O will exercise reasonable care under the circumstances but does not guarantee that every authorized removal or movement can be completed without contact, marking, or other physical effect where the existing dimensions, condition, construction, or access route make such effects reasonably unavoidable. If C2O identifies a materially unusual risk, C2O may recommend an alternative method or protective measure, decline the affected work, or request the Customer's direction before proceeding. If the Customer directs C2O to proceed after the specific material risk has been disclosed, that circumstance may be considered in determining responsibility for resulting damage to the extent permitted by applicable law.

**9.5 Driveways, Pavers, Lawns, and Private Access Areas** Where the Customer directs or authorizes C2O vehicles, trailers, equipment, or

personnel to use private driveways, pavers, lawns, yards, paths, maneuvering areas, or other private access or placement areas, the Customer shall disclose known weaknesses, restrictions, weight limitations, sensitive conditions, or concealed or underground private improvements that may materially affect the requested access. Such conditions may include, where relevant, weakened pavement or pavers, irrigation or sprinkler systems, septic systems or drainfields, drainage systems, private wells, or other concealed private improvements or subsurface conditions known to the Customer. C2O may reasonably rely on the absence of disclosed special limitations when using an apparently ordinary access route for its intended purpose, but will exercise reasonable care under the circumstances.

## **9.6 Damage Reporting and Opportunity to Inspect The Customer should report visible damage or other property-related concerns to C2O**

promptly after discovery and, where reasonably practicable, before the crew leaves the property if the concern is known at completion. For a later-discovered claim, the Customer shall provide C2O with prompt written notice and reasonably available information concerning the claimed damage. Except where emergency action is reasonably necessary to prevent further damage, protect persons or property, or comply with law, the Customer shall provide C2O and, where applicable, C2O's insurer a reasonable opportunity to inspect and document the claimed condition before material repair, disposal, alteration, renovation, or other change that could materially affect the ability to determine cause, responsibility, or amount. Necessary emergency mitigation is not prohibited, but the Customer should reasonably document the condition and preserve relevant evidence where practicable. Failure to provide timely notice, preserve relevant evidence, or provide a reasonable inspection opportunity may be considered to the extent the failure materially prejudices the ability of C2O or its insurer to determine causation, responsibility, or the amount of the claimed loss, subject to applicable law.

## **9.7 Repair, Replacement, and Valuation of Property Damage If C2O accepts responsibility for property damage, C2O and, where applicable, its**

insurer shall have a reasonable opportunity to evaluate the claimed damage. Subject to applicable law and insurance requirements, an appropriate resolution may include reasonable repair, repair by a qualified provider, reasonably comparable replacement, or monetary settlement. The measure of recoverable property damage will be determined under applicable law and may take into account the property's pre-loss condition, age, wear, deterioration, repairability, reasonable repair cost, and applicable value. Nothing in the Agreement guarantees automatic replacement of used or deteriorated property with new property or otherwise guarantees a better condition than existed immediately before the damage. Damage to one component does not automatically require replacement of undamaged adjoining components, an entire matching set, room, surface, or system solely because an exact cosmetic match is unavailable, except to the extent broader replacement is objectively necessary or otherwise required by applicable law.

## **9.8 Consequential and Indirect Damages TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, C2O SHALL NOT BE LIABLE FOR**

INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL ECONOMIC DAMAGES ARISING FROM OR RELATING TO PROPERTY DAMAGE OR THE SERVICES, INCLUDING LOST PROFITS, LOST REVENUE OR RENT, BUSINESS INTERRUPTION, LOST BUSINESS OPPORTUNITY, OR ECONOMIC LOSS ATTRIBUTED TO A DELAYED SALE OR TRANSACTION. Nothing in this Section excludes or limits liability that applicable law does not permit the parties to exclude or limit.

## **10. REMOVED CONTENTS AND DISPOSITION**

### **10.1 Authorization to Remove Contents.**

Subject to the agreed Scope of Work, the Customer authorizes C2O to remove contents and property designated or otherwise authorized as REMOVE. Except for property excluded under this Agreement or applicable law, the Customer authorizes C2O, upon removal of such REMOVE contents from the property, to take possession of and determine the lawful disposition of those contents as provided in this Section.

### **10.2 Lawful Disposition.**

C2O may, in its discretion and subject to applicable law, dispose of, recycle, donate, reuse, salvage, retain, transfer, or resell lawfully removed REMOVE contents. C2O is not required to use any particular disposition method, facility, donation recipient, recycling channel, or resale channel unless expressly agreed in writing.

### **10.3 Later-Discovered Value Subject to applicable law, the fact that an authorized REMOVE item is later discovered to have reuse, salvage,**

collectible, resale, or other value does not, by itself, revoke the Customer's prior authorization for removal or create an obligation for C2O to return the item or account to the Customer for that subsequently discovered value.

### **10.4 No Guaranteed Retrieval After Removal.**

C2O does not guarantee that an authorized REMOVE item can be located, retrieved, or returned after removal. If the Customer contacts C2O before final disposition concerning a specific removed item that C2O can reasonably identify and still has in its possession or control, C2O may, in its discretion and where reasonably practicable, make the item available to the Customer. Any such voluntary return does not create a continuing duty to search for, store, retrieve, preserve, or return other REMOVE items.

### **10.5 Excluded and Special Property.**

The general authorization in this Section does not automatically apply to vehicles, boats, trailers, or other titled property; firearms or ammunition; property known to be owned by a third party; or other property whose possession, transfer, sale, transport, or disposition is subject to special legal requirements. Such property may be left in place, separated where lawful and appropriate, or handled only through the documentation, authorization, law-enforcement, specialist, or other process applicable to that property.

### **10.6 No Separate Purchase or Value-Credit Transaction.**

Unless C2O and the Customer expressly enter into a separate lawful written transaction concerning particular property, the authorization and disposition of REMOVE contents under this Section is part of the agreed cleanout or removal service and is not represented in the Agreement as a separate purchase, consignment, trade, or value-credit transaction. Nothing in this Section determines or waives any registration, recordkeeping, holding-period, reporting, or other legal requirement that may apply to a transaction based on its actual substance.

## **11. RESTRICTED, REGULATED AND SPECIAL MATERIALS**

### **11.1 Special Materials Are Not Automatically Included.**

An ordinary cleanout, junk-removal, hauling, cleaning, or related Scope of Work does not automatically include the handling, removal, transport, treatment, or disposal of every substance, material, item, or waste category that is subject to special legal, safety, facility, transportation, licensing, registration, or disposal requirements.

### **11.2 Right to Leave, Segregate, Pause, or Decline.**

If C2O encounters unknown, unsafe, regulated, restricted, rejected, or otherwise special material that is outside the agreed Scope of Work or cannot lawfully or safely be handled as ordinary contents, C2O may leave the affected material in place, lawfully segregate it where appropriate, decline the affected work, or pause or suspend the affected portion of the Services.

### **11.3 No Obligation to Perform Unlawful or Unauthorized Handling.**

Nothing in the Agreement requires C2O to possess, handle, package, transport, treat, transfer, or dispose of any material or property contrary to applicable law, applicable safety requirements, facility acceptance rules, or the licenses, registrations, permits, qualifications, or other authorizations actually held or required by C2O.

### **11.4 Qualified or Authorized Third-Party Provider.**

Where lawful completion of the affected work requires a qualified, registered, licensed, permitted, or otherwise authorized third-party provider, C2O may recommend, arrange, coordinate, or use such a provider as permitted by the Agreement and applicable law. Any material additional scope or cost resulting from the special condition or required third-party service will be handled through the applicable Changed Conditions and Change Authorization provisions.

### **11.5 Discovery Is a Changed Condition Regardless of Prior Customer Knowledge.**

Special or regulated material discovered during the Services may constitute a Changed Condition even if the Customer did not know and could not reasonably have known that the material was present. The absence of prior Customer knowledge does not, by itself, make specialized handling, transportation, treatment, disposal, or third-party services part of the original Scope of Work or original price.

### **11.6 Firearms, Ammunition, and Other Specially Controlled Property.**

Firearms, ammunition, and other property subject to special possession, transfer, transportation, or law-enforcement requirements are not treated as ordinary REMOVE contents. C2O may decline to take possession of such property and may require the Customer or an appropriate law-enforcement agency, licensed provider, or other legally authorized person to address the property before the affected Services continue.

## **12. THIRD-PARTY PROVIDERS AND SUBCONTRACTORS**

### **12.1 Use of Providers and Subcontractors.**

C2O may use appropriate subcontractors, vendors, disposal facilities, recyclers, specialty service providers, transporters, licensed trades, or other third-party providers to perform or support portions of the Services where C2O determines such use is appropriate. Where applicable law requires particular licensing, registration, permitting, qualification, or authorization for the assigned work, C2O will use a provider appropriately authorized for that work to the extent required by applicable law.

### **12.2 Specialty Work.**

C2O may decline to perform specialized or regulated work directly and may instead arrange, coordinate, or require the use of an appropriately qualified or authorized third-party provider. The use of such a provider does not expand C2O's own licenses, registrations, permits, qualifications, or legal authority.

### **12.3 Customer-Selected or Customer-Retained Providers.**

A contractor, vendor, specialist, service provider, or other third party independently selected or retained directly by the Customer does not become C2O's employee, agent, or subcontractor merely because C2O communicates, schedules, coordinates access, or cooperates with that provider. To the extent permitted by applicable law, C2O is not responsible for the independent acts or omissions of a Customer-selected or Customer-retained provider that is not acting as C2O's subcontractor or agent.

## **13. CUSTOMER INDEMNIFICATION**

### **13.1 Customer Authority, Instructions, and Third-Party Rights.**

To the extent permitted by applicable law, the Customer shall defend, indemnify, and hold harmless C2O and its members, managers, employees, and agents from and against third-party claims, demands, actions, damages, liabilities, judgments, and reasonable costs and attorneys' fees arising out of or resulting from: (a) the Customer's lack of ownership, authority, permission, or legal right to authorize the Services or the removal, transfer, or disposition of property; (b) materially false or misleading representations made by the Customer concerning ownership, authority, third-party rights, or the Customer's right to direct the Services; (c) the Customer's instructions to C2O concerning property or Services where those instructions infringe or violate the ownership or legal rights of a third party; or (d) the Customer's material breach of the Agreement or violation of applicable law in connection with the property or Services.

### **13.2 Legal Limitation.**

Nothing in this Section requires the Customer to indemnify C2O to an extent prohibited by applicable law.

### **13.3 Defense and Handling of Third-Party Claims C2O may notify the Customer of a third-party claim for which C2O seeks indemnification under**

this Section and may require the Customer to participate in or assume the defense of the claim with counsel reasonably acceptable to C2O. C2O retains the right to participate in the defense and to protect its own interests, rights, and remedies.

**13.4 Settlement The Customer may not settle an indemnified claim in a manner that admits wrongdoing by C2O, imposes non-monetary**

obligations on C2O, restricts C2O's business or legal rights, or requires payment by C2O without C2O's prior written consent.

**13.5 Construction or Demolition Work.**

This Section does not expand any indemnification obligation beyond what is permitted by applicable law for construction, demolition, or other work subject to special statutory indemnification requirements.

**14. WEATHER, FORCE MAJEURE, AND EVENTS OUTSIDE C2O'S REASONABLE CONTROL**

**14.1 Qualifying Events.**

C2O may delay, pause, suspend, or reschedule affected Services when an event or condition outside C2O's reasonable control actually makes travel, access, loading, hauling, disposal, or performance unsafe, unlawful, impossible, or materially impracticable. Such events may include hurricanes, tropical storms, severe weather, flooding, lightning, fire or wildfire, evacuation or governmental orders, road closures, utility outages, closure or unavailability of necessary disposal or transfer facilities, or comparable events outside C2O's reasonable control. An official warning, evacuation order, or government declaration is not required where actual conditions reasonably justify the safety or operational decision.

**14.2 Actual Effect on Performance.**

A qualifying event under this Section must actually delay, hinder, prevent, or materially affect the relevant performance.

**14.3 Resumption and Schedule.**

C2O may resume the affected Services when access, travel, site conditions, necessary utilities, facilities, and operations are reasonably safe and available. Any affected schedule or estimated completion date will be extended by a reasonable period necessary to account for the qualifying event and reasonable restart or remobilization. C2O does not guarantee an exact restart date following a qualifying event.

**14.4 Work Already Performed.**

A qualifying event does not eliminate the Customer's obligation to pay for Services properly performed or authorized project costs properly incurred before the interruption.

**14.5 New or Changed Conditions After the Event.**

Force majeure affects timing; it does not automatically expand the original Scope of Work. Storm debris, flooding, water damage, contamination, fallen materials, newly damaged contents, or other conditions created or materially changed by the qualifying event are not automatically included in the original Scope of Work or price. C2O may assess and document the changed condition and address additional work through the Agreement's Changed Conditions and Change Authorization provisions. Where the new condition involves regulated, unsafe, or specialized material or work, the applicable safety, restricted-material, and third-party-provider provisions also apply.

**14.6 Additional Direct Project Costs.**

Unavoidable additional direct project costs resulting from a qualifying event, including applicable third-party, disposal, return-trip, or remobilization costs, may be charged where permitted under the Agreement and communicated or authorized as required by the applicable pricing and Change Authorization provisions.

**14.7 Prolonged Inability to Perform If a qualifying event prevents the remaining Services for an unreasonably extended period or makes**

completion of the remaining Scope of Work impracticable, C2O may terminate, revise, or reschedule the affected unperformed portion of the Services. Any such action does not affect amounts properly due for Services already performed or authorized project costs properly incurred. Amounts paid for Services that will not be performed will be reconciled as required by the Agreement and applicable law.

**15. COMPLETION, CUSTOMER REVIEW, AND FINAL ACCEPTANCE**

**15.1 Completion of the Agreed Services.**

The Services are considered complete when C2O has substantially completed the agreed Scope of Work, including any accepted Change Orders, except for work expressly identified as outstanding, excluded, declined, or subject to a separate agreement.

**15.2 Customer Review at Completion.**

Where a completion review is conducted, the Customer or authorized representative may identify any visible concerns regarding the completed Scope of Work in the areas reviewed. Any such concerns identified at completion should be recorded in the applicable Completion Report or Final Acceptance.

**15.3 Completion Report / Final Acceptance.**

C2O may document completion through a written or electronic Completion Report, Final Acceptance, Contents Release, or comparable completion record identifying, as appropriate, the Services completed, concerns reported at completion, outstanding or declined work, and the person acknowledging completion. The completion record constitutes evidence of the status of the Services and the condition of the reviewed work areas at the time of completion.

**15.4 Contents Release Does Not Cure Lack of Authority.**

A Final Acceptance, Contents Release, or other completion record does not create ownership or disposition authority that the Customer did not possess when the Services or disposition of property were authorized, and does not eliminate valid third-party rights or other rights that applicable law does not permit the parties to waive.

### **15.5 Effect on Payment and Other Obligations.**

Completion, customer review, or execution of a completion record does not eliminate payment obligations, indemnification obligations, dispute provisions, liability provisions, or other terms that by their nature or express wording apply after completion.

## **16. GOVERNING LAW AND DISPUTES**

### **16.1 Governing Law.**

This Agreement and any dispute arising out of or relating to this Agreement, the Services, or the parties' relationship shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles that would require application of the laws of another jurisdiction.

### **16.2 Exclusive Venue.**

To the extent permitted by applicable law, any action or proceeding arising out of or relating to this Agreement, the Services, or the parties' relationship shall be brought exclusively in a court of competent jurisdiction located in or having jurisdiction over Lee County, Florida. The parties consent to the jurisdiction of such courts.

### **16.3 Notice of Dispute and Opportunity to Resolve.**

Before commencing ordinary litigation concerning a dispute under this Agreement, a party should provide written notice reasonably identifying the dispute and allow a reasonable opportunity for direct resolution. Nothing in this Section prevents C2O from pursuing collection of amounts due, preserving or enforcing legal rights or deadlines, seeking provisional or emergency relief, or commencing an action where delay could materially prejudice C2O's rights or remedies.

### **16.4 Mediation.**

The parties may agree in writing to mediate a dispute before or during litigation. Unless separately agreed in writing, mediation is voluntary and is not a condition precedent to the exercise of any right or remedy under this Agreement.

### **16.5 Attorneys' Fees and Costs.**

In any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and taxable costs to the extent permitted by applicable law, including fees and costs incurred in enforcing a judgment and in any appeal.

### **16.6 WAIVER OF JURY TRIAL.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, C2O AND THE CUSTOMER EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR THE PARTIES' RELATIONSHIP.

### **16.7 Preservation of C2O Remedies.**

Nothing in this Section limits C2O's right to pursue collection of unpaid amounts, use an available small-claims procedure, seek provisional or emergency relief, preserve a claim or defense before expiration of an applicable deadline, enforce a judgment, or exercise any other remedy available under this Agreement or applicable law.

## **17. ELECTRONIC AND WRITTEN ACCEPTANCE**

### **17.1 Incorporation of General Terms.**

These General Terms & Conditions are incorporated into and form part of each Estimate, Service Agreement, Work Order, or other agreement that expressly references or incorporates them. By accepting such agreement, the Customer accepts and agrees to be bound by these General Terms & Conditions as part of the Agreement.

### **17.2 Electronic Acceptance and Signatures.**

The Agreement and these General Terms & Conditions may be accepted, executed, and maintained electronically. An electronic signature or other electronic act of acceptance attributable to a party shall have the same effect as acceptance or signature in written form to the extent permitted by applicable law.

### **17.3 Method of Acceptance.**

Acceptance may be evidenced by an electronic or written signature, an affirmative electronic acceptance, or another method that reasonably demonstrates the Customer's intent to accept the applicable Agreement and incorporated General Terms & Conditions.

### **17.4 Paper Agreements.**

A written or paper execution of the Agreement is equally valid. The use of an electronic process for one transaction does not require C2O to use an electronic process for any other transaction.

## **18. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

### **18.1 Entire Agreement.**

This Agreement constitutes the entire agreement between C2O and the Customer concerning the Services and supersedes all prior or contemporaneous discussions, communications, proposals, representations, and agreements concerning the same subject matter.

### **18.2 Order of Precedence.**

In the event of a conflict concerning the same subject matter, an accepted Change Order or other later written agreement expressly modifying the applicable terms controls to the extent of that conflict, followed by the applicable Service Agreement or Estimate, and then these General Terms & Conditions. All provisions that do not conflict remain in effect.

## **19. CUSTOMER DOCUMENTS AND ADDITIONAL TERMS**

### **19.1 Customer-Supplied Documents.**

A purchase order, vendor form, work authorization, portal entry, or other document issued or supplied by the Customer does not modify or supplement the Agreement or bind C2O to additional or different terms unless C2O expressly agrees to those terms in writing.

## **20. NON-WAIVER**

### **20.1 No Continuing Waiver.**

C2O's failure or delay in exercising any right or remedy under the Agreement does not constitute a waiver of that right or remedy. A waiver by C2O applies only to the specific matter for which it is given and does not constitute a continuing or future waiver.

## **21. ASSIGNMENT**

### **21.1 Assignment by Customer.**

The Customer may not assign or transfer the Agreement or any material right or obligation under it without C2O's prior written consent.

## **22. NO THIRD-PARTY BENEFICIARIES**

### **22.1 No Contractual Rights for Third Parties.**

The Agreement is for the benefit of C2O and the Customer and is not intended to create contractual rights in any other person or entity.

## **23. SEVERABILITY**

### **23.1 Severability.**

If any provision of the Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by applicable law.