



STAR CORPORATION

" P o w e r i n g L i v e s "

www.starenergysource.com

Service & Installation Contract

CUSTOMER INFORMATION		CONTRACTOR INFORMATION	
CUSTOMER: _____		CONTRACTOR: _____	
ADDRESS: _____ _____		ADDRESS: _____ _____	
PHONE: _____		OFFICE PH: _____	
CELL: _____		CELL: _____	
EMAIL: _____		EMAIL: _____	
CASH ___ BANK CARD ___ LCC ___			
INSTALLATION STREET ADDRESS	CITY	STATE	ZIP

PROJECT DESCRIPTION: _____

SPECIAL NOTES: _____

TOTAL AMOUNT	\$
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This is only a quote for the merchandise and services printed below. This become an agreement upon payment . Upon payment, the entire agreement, including the specifically completed pages of this document, the Terms and Conditions included with this documentor any other addenda and attachments hereto, shall be referred to herein as this "Contract"
 PLEASE READ ALL TERMS AND CONDITIONS ON THE FOLLOWING PAGES BEFORE SIGNING.

>>>> PLEASE READ CAREFULLY AND INITIAL <<<<

Initials: _____ PHOTO RELEASE : Customer grants Star Corporation and Star Corporation independent contractors the right to take photographs of the Premises where installation Services will be performed and all work performed at the Premises related to this Contract, and irrevocably grants Star Corporation's all right, title and interest in and to the photographs for use in all markets and media, worldwide, in perpetuity. Customers authorize Star Corporation copyrights, use and publish the photographs in print /or electronically, and agrees the Star Corporation may use such photographs for any lawful purposes, including, but no limited to, marketing, advertising, publicity, illustration, truing and Web content. By initialing, Customer agrees to the foregoing.

Initials: _____ NOTICE TO CUSTOMER: Federal Laws requires Star Corporation to provide you with the pamphlet **RENOVATE RIGHT**. By signing this Contract, Customer acknowledge having receive a copy of this pamphlet before work began informing Customer of the potential risk of the lead hazard exposure from renovation activity to be performed in Customer's dwelling unit.

Initials: _____ NOTE: If rotted wood is discovered during installation additional charges will apply. You will be given a quote and a change order must be completed and signed by the customer for any additional charges.

(Any work or material not specified is not included in this contract. Any changes or additions will be at an additional charge for the material and labor)

IMPORTANT INFORMATION FOR NON FINANCING TRANSACTIONS

1-Initial deposit is require prior to any labor, engineering plans, permit applications, parts, materials, or any accessories orders.

Initials: _____ 2-Deposit will be based on the total value of the installation services. Remaining balance will break down in two more payments, to be follow as:

2a. Initial Deposit _____ %

2b. Rough Inspection _____ %

2c. Final Inspection _____ %

3-Please be aware that faulire or delay to make payments on time, will result in additional charges due to project delays.

4-Customers paying with credit card or debit card will be charge a 2% proccessing fee.

5- CUSTOMER UNDERSTANDS THAT THE PRICE ON THIS CONTRACT MAY CHANGE, AND IT WILL ONLY BE FINAL AFTER PERMIT ARE APPROVED BY THE CITY.

TERMS AND CONDITIONS

- 1. "STAR CORPORATION" DEFINED.** Within this Contract (as defined on the front page of the Contract), the term "Star Corporation" shall refer to Star Appliances Corporation.
- 2. GENERAL DESCRIPTION.** By executing this Contract, Customer and Star Corporation agree that 1) Star Corporation shall provide Customer the goods and/or materials (the "Goods"), 2) Star Corporation shall procure on Customer's behalf, the services to install the Goods (the "Installation Services") in or on the premises identified on the face of this Contract (the "Premises") and 3) Customer shall pay Star Corporation the lump-sum Contract Total stated on the face of this Contract (the "Price") and according to the provisions of the "Contract Documents". The Installation Services shall be performed in the specific rooms or areas of the Premises identified on the face of this Contract ("Project Area"). The "Contract Documents" shall consist of (1) the face of this Contract, (2) these Terms and Conditions, (3) the applicable portions(s) of Star Corporation receipt and (4) any attached sketches, materials lists, floor plans, and/ or specification sheets and other addenda or attachments hereto. The Contract Documents do not include any correspondence, advertisements, estimates or other documents that are not attached.
- 3. INSTALLATION SERVICES.** Customer authorizes Star Corporation on Customer's behalf to (a) arrange for the Installation Services to be performed by an independent contractor (the "Installer") (licensed when legally required), (b) issue a work order to the Installer to perform the Installation Services, (c) have the Installer's work inspected, should Star Corporation in its discretion choose to do so (it being agreed that Star Corporation has no obligation to do so), and (d) pay the Installer after completion of the work and after receipt of a certificate, signed and dated by Customer, that the work has been satisfactorily completed (the "Certificate of Completion"). Customer understands that Star Corporation will rely upon the Certificate of Completion in paying the Installer for the Installation Services. Customer agrees that the Installation Services do not include architectural/ engineering services or structural changes to the Premises or any other services beyond the ordinary and routine installation of the Goods as specifically provided in this Contract. Customer is responsible, at Customer's cost, for providing any necessary architectural/ engineering services or structural changes to the Premises or any other services not specifically identified in this Contract.
- 4. GOODS.** Star Corporation will arrange for delivery of the Goods to the Premises. Customer agrees that title to goods does not pass to Customer until installed in Customer's home, building, or on Customer's property. Customer agrees Contract is being offered for the total Price (per below). Customer further agrees any surplus materials upon completion of the Installation services are not the property of customer and, if instructed by Star Corporation, such surplus materials shall be returned to Star Corporation by the Installer. Upon request for Customer at the time of job completion, Star Corporation, in its discretion, will allow all or part of unused, receipted surplus materials to be retained by the Customer.
- 5. PRICE.** The price covers the Goods, Installation Services, and applicable taxes. The Price assumes sound existing structures, superstructure and points of attachments. The Price shall be increased by the cost and reasonable profit to Star Corporation of having to provide additional Goods and/ or Installation Services as a result of defective substructures, superstructures, or points of attachments or the existence of any other Undisclosed Condition (per below). In the event of Undisclosed Condition or the foregoing, Customer will execute a change order or a new replacement Contract upon Star Corporation's request.
- 6. PAYMENT.** Payment of the Price by Customer to Star Corporation is due in full upon execution of this Contract. Payment for any change order or new replacement contract is due at the time of that change order or replacement contract. Star Corporation will send to Customer by U.S. Mail a receipt evidencing Customer's purchase after payment is processed.

7. LICENSES, PERMITS, SAFETY RULES, BUILDING CODES, ZONING ORDINANCES, AND OTHER LAWS. The Installer shall be solely responsible to the Customer for obtaining any and all licenses, registrations, certifications, and permits which are legally required to perform the Installation Services. The Installer shall also be solely responsible to Customer for the Installation Services being performed in compliance with all applicable safety rules and all existing building codes, zoning ordinances, and other laws. Neither the Installer nor Star Corporation shall be responsible for any pre-existing violations of safety rules, building codes, zoning ordinance or other law that requires additional Goods and/or Installation Services to perform this Contract, Customer agrees to pay Star Corporation the cost and reasonable profit for such additional Goods and Installation Services and to execute a resulting change order or new replacement contract as requested by Star Corporation. No additional work will be performed under this Contract due to any change to any applicable safety rule, building code, zoning ordinance or other law that occurs after the completion of work.

8. CUSTOMER'S WARRANTY AGAINST VIOLATIONS OF EASEMENTS, CONVENANTS, AND THIRD PARTY RIGHTS. Customer warrants that performance of the Installation Services will not violate any existing real property easements, covenants, homeowners' association rules or rights of third parties holding an interest in the real property being improved.

9. UNDISCLOSED CONDITIONS IN PREMISES. If any defect, weakness or dangerous condition including, but in no way limited to, mold, mildew, rot, asbestos, or infestation ("Undisclosed Condition") is discovered or identified in the Premises' structure, substructure, or superstructure or points of attachment at any time prior to commencement or completion of the Installation Services, Customer must remedy the Undisclosed Condition at Customer's sole cost and expense and to Star Corporation's sole satisfaction. If Customer refuses to permit inspection of the Premises as set forth below, Star Corporation may terminate or rescind this Contract without remedy or recourse by, or further obligation to, Customer, except as expressly provided below. If Customer and Star Corporation disagree as to whether an Undisclosed Condition exists, Star Corporation may in its sole discretion obtain services of an inspector to inspect the Premises at Star Corporation's sole cost and expense, and if Star Corporation chooses to do so, such inspector's report shall be final and conclusive as to whether an Undisclosed Condition exists. In the event of any Undisclosed Condition that Customer does not remedy to Star Corporation's satisfaction, or any failure by Customer to perform any other obligation of Customer under this Contract, then at Star Corporation's option (i) Star Corporation may rescind this Contract and return the Price to Customer without further cost or obligation by either Customer or Star Corporation if Star Corporation notifies Customer of its election to rescind this Contract prior to the earlier of delivery of the Goods and the Installer begin performance of the Installation Services, or (ii) Star Corporation may terminate this Contract without remedy or recourse by, or further obligation to Customer, except as expressly provided below if Star Corporation notifies Customer of its election to terminate this Contract after the earlier of delivery of the Goods and Installer beginning performance of the Installation Services. In the event that Star Corporation terminates this Contract as provided in this section, then Customer may return the Goods (other than Goods that has been "Custommade") in their original, unopened condition, to Star Corporation for a refund or credit. Any such returns must be made within thirty (30) days after Star Corporation terminates this Contract. Customer will be charged a twenty percent restocking fee on any such returns. Goods not in their original, unopened condition, and custom-made goods, may not be returned. " Custom-made" goods include goods that has been uniquely altered, color matched, shaped, sized, cut or otherwise designed or fitted to accommodate the requirements of a particular space or environment. Examples of custom- made goods includes, but are not limited to, cabinets, countertops, floor and wall covering, and window treatment.

If Star Corporation terminates this Contract as provided herein, Star Corporation shall have no obligation to refund any portion of the Price (except as expressly provided herein) and shall have obligation to restore the Premises to their original conditions. Notwithstanding the foregoing, and alternative to rescinding or terminating this Contract as described above, upon discovery or identification of any Undisclosed Condition in the Premises, Star Corporation may in limited circumstances and markets, and in Star Corporation sole discretion, authorize the commencement or continuation of Installation Services upon Star Corporation receipt of Customer's written agreement (to be furnished to Customer by Star Corporation) to release and hold harmless Star Corporation and Installer from any and all liability arising out of or related to the Undisclosed Condition and Customer's remedy of Undisclosed Condition.

10. CUSTOMER'S RESPONSIBILITIES. Customer agrees to pay Star Corporation according to these Terms and Conditions. Customer agrees to facilitate the location of utility lines. Customer is responsible for identifying property lines. Customer agrees to ensure that work areas are free of vermin and pre-existing physical or environmental hazards, and building/zoning code violations. Customer agrees to provide the Installer with access to work areas during working hours and to provide access to sanitary facilities or to pay the rental costs for such facilities. Customer agrees to ensure that any security system at the Premises will not interfere with performance of the Installation Services. Customer agrees to provide power to, and, as applicable, climate control in, the work areas. Customer agrees not to allow unattended minors at the Premises while the Installer is present. Customer agrees to control and keep pets away from work areas. Customer agrees to keep posted permits on display at all times. Customer agrees that if Customer or anyone Customer controls interferes with or delays performance of the Installation Services, Customer may be subject to transportation/ storage charges or other resulting charges. Customer agrees not to assign or transfer this Contract. Customer agrees that any claims against Star Corporation or the Installer under this Contract should be made to Star Corporation within thirty (30) calendar days of the date Customer first becomes aware of a problem. (Star Corporation will attempt resolution of any claim(s) within sixty(60) calendar days of receiving Customer's notice.) **CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF PHYSICALLY ASSISTING WITH DELIVERY OF THE GOODS OR WITH PERFORMANCE OF THE INSTALLATION SERVICES.**

11. MANUFACTURER WARRANTY FOR GOODS. Customer is entitled to any warranty provided by a manufacturer of the Goods sold under this Contract. The Installer will provide Customer with any manufacturer consumer warranty information accompanying the Goods, and Customer may also obtain such information by contacting Star Corporation. Star Corporation does not warrant Goods **AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

12. STAR CORPORATION WARRANTY FOR INSTALLATION SERVICES/ LIMITATIONS OF LIABILITY. Star Corporation does warrant that the Installation Services will be performed by the Installer in a good and Workmanlike manner. Star Corporation warranty or Installation Services shall extend for a period of three months from the date the Certificate of Completion is signed by Customer. **STAR CORPORATION WARRANTY THAT THE INSTALLATION SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND STAR CORPORATION WILL NOT BE RESPONSIBLE FOR, ANY DEFECTS IN SUCH INSTALLATION SERVICES DUE TO (1) ANY DEFECTS, WEAKNESS OR DANGEROUS CONDITION, INCLUDING BUT NOT LIMITED TO, MOLD, ROT, ASBESTOS OR INFESTATION IN THE PREMISES STRUCTURE, SUBSTRUCTURES, SUPERSTRUCTURES, OR POINTS OF ATTACHMENT, OR OTHER PRE-EXISTING OR ENVIRONMENTAL HAZARD, OR (2) ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CLEANING. STAR CORPORATION WARRANTY FOR INSTALLATION SERVICES SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT**

LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer acknowledges and agrees that Customer that be limited to seeking recourse or remedy exclusively from Star Corporation and no affiliate of Star Corporation shall have any liability under this contract. Customer must give Star Corporation written notice within the warranty period of any warranty claim relating to Installation Services. Customer agrees that its sole and exclusive remedy against Star Corporation for a warranty claim is reinstallation is a good and workmanlike manner, including the repair or replacement of any Goods if and to the extent reasonable necessary to correct the defective Installation Services. CUSTOMER SHALL HAVE NO OTHER REMEDY FOR A WARRANTY CLAIM, INCLUDING WITHOUT LIMITATION REMEDY FOR LOSS OF DAMAGE CAUSED BY NORMAL WEAR AND TEAR, LOSS OR DAMAGE WHICH HAS NOT BEEN REASONABLY MITIGATED, OR LOSS OR DAMAGE CUASED BY ACT OF GOD IN NO EVENT SHALL STAR CORPORATION BE LIABLE FOR INDIRECT PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (SUCH AS, WITHOUT LIMITATION, LOSS PROFITS, LOW SALES, AND INJURIES TO PERSON OR PROPERTY), EVEN WHERE STAR CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE, DUE TO OPERATION OF LAW, SUCH DAMGES CANNOT BE EXCLUDED, THERE ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE. In connection with any warranty claim Customer agrees at no cost to Star Corporation or the Installer, to prepare the Premises and the reinstallation area in the manner described in section 10 of these Terms and Conditions.

13. CREDIT CARD/ FINANCE TRANSACTION. If Customer uses a credit card or obtain financing to pay some or all of the price, then Customer acknowledged that his or her card holder agreement or financing documents may change the total amount of money customer must pay to the credit card provider or lender, including any interest charges and fees. Customer acknowledges that his or her cardholder agreement or financing documents may have other terms and conditions to which Customer will be subject. Customer also acknowledges that Star Corporation is not a party to any such cardholder or financing agreement.

14. WAIVER OF LEINS. Because responsibility for paying the Installer on Customer's behalf belongs to Star Corporation, Star Corporation will require the Installer, on behalf of itself and any of the Installer's subcontractors, materialmen or suppliers, as a condition precedent to payment by Star Corporation on Customer's behalf, to fully and unconditionally relinquish, waive and release any and all mechanic's liens, materialman's liens and other liens in the Premises which the Installer or its subcontractors, materialmen or supplier might have or acquire in the future, by operation of law or otherwise, as a result of this Contract to the extent permitted by law.

15. INAVOIDABLE DELAY OF FAILURE IN PERFORMANCE EXCUSED. Any delay of failure by Star Corporation or the Installer in performing this Contract because of strike, fire, flood, epidemic, acts of terrorism, acts of god, inability to obtain Goods in a timely or commercial feasible, or any other causes beyond the reasonable control of Star Corporation or Installer shall be excused and shall not be breaches of this Contract.

16. ENTIRE AGREEMENT/ CHANGES IN WRITING. Customer and Star Corporation agreed that this Contract accurately states the entire agreement between Customer and Star Corporation concerning the Goods and Installation Services and replaces and supercedes all prior agreements and understandings relating thereto, both oral and written, and all oral agreements and understandings entered into at the same time as this Contract. Any additions or changes to this Contract or any waiver of rights under this Contract, must be in writing signed by Customer and Star Corporation.

By signing below I, _____ acknowledge and understand all Terms and Conditions on this Contract.

Customer Signature: _____ Date: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____ by _____ (Type / Print Property Owner or Agent)

Notary's Signature as to Owner or Agent's Signature: _____

Notary Name (print, type or stamp name) _____

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

CERTIFICATE OF COMPLETION

1- the Customer, certify that the Installer/Independent Contractor or their subcontractors, have furnished all Goods and/or services, that installation, repairs, and alterations or improvements ("the installation services") have been completed as set forth in my/our contract with STAR CORPORATION, and that I have been offered the opportunity to request that STAR CORPORATION allow me to retain some or all of any unused, receipted surplus material rather than have such surplus material remain the property of STAR CORPORATION.

2- Buyer initials (Buyer INITIAL ONE only)

_____ There were no such surplus materials

_____ I accepted all surplus materials

_____ I declined to receive any surplus materials

Owner Signature: _____

Owner's Printed Name: _____

Date: _____