



CUSTOMER SERVICE AGREEMENT

This Customer Service Agreement ("Agreement") is entered into as of _____ ("Effective Date") between Forged Electric, LLC, a Wyoming limited liability company ("Contractor"), and _____ ("Customer"), for electrical work at _____ ("Service Address"). This Agreement incorporates by reference Quote # / Invoice # _____ describing the scope and price of the Work. If the Quote or Invoice conflicts with this Agreement, this Agreement controls.

1. Scope of Work

Contractor will furnish the labor, materials, equipment and supervision necessary to complete the electrical work described in the referenced Quote or Invoice (the "Work"). Quotes are based on Contractor's observation of readily accessible conditions and are valid for thirty (30) days unless stated otherwise. Work not expressly described in the Quote or Invoice is outside this Agreement unless added by Change Order under Section 3. Contractor will perform the Work in a good and workmanlike manner consistent with applicable code, but does not guarantee that the Work will correct conditions, deficiencies or code violations outside the described scope.

2. Fees, Deposits and Payment Terms

Quoted work and deposits. Where Contractor provides a written Quote for a defined scope, the quoted price is the price for that scope, adjustable only by Change Order under Section 3 or under Sections 7 and 9. A deposit is due on acceptance: 25% of the quoted price for jobs up to \$1,000, or 50% for jobs over \$1,000, with the balance due on completion. Contractor may require a larger deposit, progress payments or payment in advance for special order materials, extended projects or Customers with a prior payment default. Invoices are due within fifteen (15) days unless otherwise agreed in writing.

Time and materials work. Work not covered by a written Quote, including service calls, diagnostic and troubleshooting work, Change Order work and work arising from pre-existing or concealed conditions, is billed at one hundred ten dollars (\$110.00) per hour plus materials, with a one (1) hour minimum and quarter hour increments after the first hour. Travel time within the standard service area is not billed as labor.

Emergency, weekend and after hours work. Service calls performed on an emergency or same day basis, on a Saturday or Sunday, on a legal holiday or outside Contractor's standard business hours of 7:00 a.m. to 5:00 p.m. Monday through Friday are billed at one and one half times the standard rate, being one hundred sixty-five dollars (\$165.00) per hour, plus materials, with a one (1) hour minimum.

Materials and equipment. Materials, equipment, fixtures and parts are billed at Contractor's current material pricing, which reflects acquisition cost together with procurement, sourcing, delivery, handling, storage, warranty administration and overhead, set consistent with prevailing market pricing for comparable materials in Contractor's service area. Contractor is not required to disclose supplier cost, discount, rebate or margin information, and no term of this Agreement obligates Contractor to bill materials at cost or at any fixed percentage above cost.

Other charges. Job sites more than 20 miles from Contractor's Gillette location incur a travel charge of \$1.50 per mile, round trip, beyond the first 20 miles. Permit, inspection, utility locate and disposal fees are billed at cost unless included in the Quote. Returned checks and failed electronic payments incur a \$35 fee plus bank charges actually incurred. Supplier special order, expedited and restocking costs are billed at cost. The rates in this Section apply to Work under this Agreement, and rates for future work are those stated in the agreement or quote covering that work.

Payment method discount. The prices stated in this Agreement and in any Quote apply regardless of how Customer pays. Where Customer pays an invoice in full by cash or check, Contractor may apply a discount of up to three percent (3%) of the invoice total, shown as a separate line on the invoice. The discount is offered at Contractor's discretion, is not automatic, and does not apply to deposits, partial payments or amounts already paid by another method. No fee or surcharge is added for paying by card.

Late payment. Any balance unpaid after a seven (7) day grace period following the due date accrues a service charge of one and one half percent (1.5%) per month, being eighteen percent (18%) per year, on the entire unpaid balance, accruing from the original due date until paid in full. If that rate exceeds the maximum permitted by applicable law, it is reduced to the maximum lawful rate and the remainder of this Section remains in force. Customer acknowledges this charge is a negotiated cost of extended payment and not a penalty.



Application of payments and collection. Payments apply first to accrued service charges and collection costs, then to the oldest outstanding invoice. Customer may not withhold, offset or deduct any amount due. A partial payment marked "paid in full" is not an accord and satisfaction, and Contractor may accept it without prejudice to the balance owed. Customer is responsible for all collection costs, including reasonable attorney fees, court costs, expert fees, collection agency fees and the costs of preparing, filing and foreclosing a lien, whether or not suit is filed.

3. Change Orders

Any change to scope, materials, schedule or price must be documented in a written Change Order approved by both parties before the additional work begins. Approval by email or text message is sufficient. This does not apply in emergencies necessary to protect life or property, or where Customer verbally authorizes the change and Contractor performs it, in which case Contractor will confirm in writing as soon as reasonably possible and Customer remains responsible for payment. Each Change Order adjusts both price and schedule as reasonably necessary.

4. Permits and Code Compliance

Contractor will obtain the permits it identifies as required and will perform the Work in accordance with the National Electrical Code and applicable Wyoming and local requirements in effect on the date the Work is performed. Customer will provide reasonable access for inspections. Contractor is not responsible for delays caused by permitting authorities, inspectors, utility providers or third parties, and is not responsible for bringing pre-existing conditions or prior work by others into code compliance unless expressly included in the Quote.

5. Licensing, Personnel and Subcontractors

Contractor is a licensed electrical contractor in the State of Wyoming. All Work is performed by personnel properly licensed, certified or registered for the tasks they perform, under the direction and supervision of a licensed Wyoming Master Electrician as required by Wyoming law. Contractor determines in its sole discretion which qualified employees, licensed personnel or subcontractors perform any portion of the Work and may substitute personnel at any time without notice. No particular individual is guaranteed to perform any portion of the Work, and nothing in this Agreement, in any Quote or in any marketing material is a promise of personal performance by any specific person. Contractor remains responsible to Customer for the quality of the Work.

6. Customer Responsibilities

Customer agrees to:

- Provide safe, clear and unobstructed access to the work area, the electrical service and any relevant utility shut-offs during scheduled work hours.
- Disclose all known hazards, prior or unpermitted electrical work, code violations, aluminum wiring, prior water or fire damage and known hazardous materials before Work begins.
- Identify concealed or privately installed utilities, including irrigation, septic, propane, water, data, security and low voltage lines not covered by a public utility locate.
- Secure pets and children, and keep the area clear of vehicles, furnishings and personal property that could obstruct the Work.
- Remove, relocate or protect valuables, electronics, sensitive equipment and fragile items in or near the work area.
- Obtain any necessary approval from a landlord, homeowners association, mortgage holder or property owner, and warrant that Customer has authority to authorize the Work.
- Make an adult aged eighteen (18) or older available when required for access, decisions or inspections.

Contractor is not liable for delay, damage or additional cost resulting from Customer's failure to meet these responsibilities, and any resulting delay is subject to Section 13.

7. Pre-Existing and Concealed Conditions

Contractor is not responsible for damage, delay or additional cost arising from pre-existing wiring, undersized or obsolete equipment, code violations, defective prior work, structural conditions, rodent or pest damage, moisture or any concealed condition not visible or reasonably discoverable before Work begins. If such a condition is discovered, Contractor will notify Customer and provide a Change Order before proceeding with related additional work.



Opening walls, ceilings, floors, insulation or finishes is sometimes necessary. Contractor will use reasonable care, but patching, drywall finishing, texture, paint, tile, trim, cabinetry, flooring and landscape restoration are not included unless expressly stated in the Quote. If asbestos, lead paint, mold or other hazardous materials are encountered, Contractor may stop work in the affected area until the material is abated at Customer's expense, and has no obligation to handle, disturb or remove such materials.

8. Customer-Supplied Materials and Customer-Directed Methods

If Customer supplies any material or equipment, or directs a specific brand, product, location or method contrary to Contractor's recommendation, Contractor provides no warranty on those items or on the results of that direction, and Customer is responsible for the cost of removal, replacement, additional labor, rework and any resulting damage. Contractor may decline to install any item it reasonably believes unsafe, defective, noncompliant or unsuitable.

9. Material Pricing and Availability

Quoted material prices are based on supplier pricing, tariffs, freight costs and availability in effect on the Quote date, and market pricing for electrical materials fluctuates. If Contractor's acquisition cost increases before the material is purchased, Contractor may pass that increase through at its current pricing. Contractor will notify Customer in advance where the cumulative increase exceeds five percent (5%) of the quoted price, and Customer may then cancel the unperformed portion under Section 16 rather than accept the increase. If an item becomes unavailable, discontinued, back ordered or subject to extended lead time, Contractor may substitute a material of equal or better quality and function after notice. An adjustment under this Section reflects a change in market cost rather than scope and does not require a signed Change Order.

10. Warranty

Contractor warrants its workmanship for one (1) year from substantial completion. This warranty covers defects in workmanship only and does not cover:

- Misuse, abuse, neglect, overloading, alteration, repair or work performed by others after completion.
- Pre-existing conditions, or existing wiring, panels, devices or equipment not replaced as part of the Work.
- Customer-supplied materials, or results arising from Customer-directed brands, methods or locations.
- Power surges, lightning, voltage irregularities, utility interruptions or generator fuel and maintenance issues.
- Acts of God, flood, fire, wind, hail, wildfire, water intrusion, rodents, insects or other pests.
- Normal wear, cosmetic conditions, consumable replacement or failure to perform routine maintenance.
- Any condition arising from use contrary to Contractor's instructions or manufacturer specifications.

Manufacturer warranties on materials and equipment, including panels, generators, fixtures and devices, pass through to Customer and are administered by the manufacturer, not Contractor.

Customer must give written notice of a warranty claim within the warranty period and a reasonable opportunity to inspect and correct before engaging another party. Work by others without that opportunity voids this warranty as to the affected item. Contractor's sole obligation, and Customer's sole remedy, is repair, replacement or refund of the amount paid for the affected portion of the Work, at Contractor's option. This warranty is void if the final invoice is not paid in full and is not transferable unless Contractor agrees in writing. To the maximum extent permitted by Wyoming law, this warranty is in lieu of all other warranties, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, habitability or workmanlike construction.

11. Limitation of Liability

To the maximum extent permitted by Wyoming law, the total aggregate liability of Contractor and its members, officers, employees, agents and subcontractors for all claims combined is limited to the lesser of the total amount actually paid by Customer for the Work giving rise to the claim or the amount actually recoverable under Contractor's applicable insurance.

Contractor is not liable for indirect, incidental, special, punitive or consequential damages, including lost income, lost profits, lost use, loss of data, business interruption, spoiled food or inventory, damage to appliances, electronics or equipment resulting from power interruption, cost of temporary power, relocation or lodging costs or diminution in property value. This limitation applies regardless of the theory asserted, whether contract, tort, negligence, strict liability, warranty, statute or otherwise, and survives termination. Customer acknowledges that the pricing of the Work reflects this allocation of risk.



12. Indemnification

Customer will indemnify, defend and hold harmless Contractor and its members, officers, employees, agents and subcontractors from any claim, demand, damage, loss, fine, penalty or expense, including reasonable attorney fees, arising out of Customer's breach of this Agreement, Customer's failure to disclose known hazards, prior work or conditions, conditions at the Service Address not created by Contractor, the acts or omissions of Customer or Customer's family, tenants, guests, employees or other contractors, materials supplied or methods directed by Customer and any injury to persons or damage to property at or near the Service Address not caused by Contractor's negligence. This Section does not require Customer to indemnify Contractor for Contractor's own negligence or willful misconduct to the extent prohibited by Wyoming law.

13. Access Delays, Standby Time and Storage

If Contractor arrives at a scheduled time and cannot begin or continue the Work because of a condition within Customer's control, including lack of access, an unsafe or obstructed work area or unavailability of Customer or a required approval, Contractor may charge standby time at the applicable rate in Section 2 with a one (1) hour minimum, plus the applicable travel charge. If the Work is delayed at Customer's request or by Customer's inaction for more than fifteen (15) days, Contractor may invoice for all Work performed and materials purchased to date, charge reasonable storage costs and reschedule the remaining Work based on availability, with pricing subject to Section 9.

14. Title, Risk of Loss and Security Interest

Title to all materials and equipment furnished by Contractor remains with Contractor until the invoice covering those items is paid in full. Customer grants Contractor a purchase money security interest in all materials and equipment furnished under this Agreement to secure payment and authorizes Contractor to file any financing statement necessary to perfect it. Risk of loss for materials delivered to the Service Address passes to Customer on delivery. This Section does not limit Contractor's lien rights under Wyoming law.

15. Insurance

Contractor maintains general liability insurance, commercial auto insurance and workers' compensation coverage as required by Wyoming law, and a certificate is available upon request. Customer is responsible for maintaining property and casualty insurance covering the Service Address and its contents. Contractor's insurance does not insure Customer's property against loss not caused by Contractor's negligence.

16. Cancellation, Rescheduling and Termination

Customer may cancel or reschedule scheduled Work with at least twenty-four (24) hours' notice without charge, except for materials already special ordered, supplier restocking fees, permit fees already paid and Work already performed. Cancellations or reschedules with less than twenty-four (24) hours' notice are subject to a \$75 fee.

Contractor may terminate on written notice if Customer fails to pay when due, breaches this Agreement, creates or fails to correct an unsafe condition or engages in threatening, abusive or harassing conduct toward Contractor's personnel. On termination by either party, Customer will pay for all Work performed and materials purchased through the termination date plus any restocking, cancellation or storage costs incurred. Deposits are nonrefundable to the extent of costs incurred and Work performed.

17. Right to Suspend Work

Contractor may suspend Work if payment is not received according to these terms, if continuing would be unsafe due to site conditions outside Contractor's control, if access is denied or restricted, if hazardous materials are encountered or if a required Change Order remains unapproved. Contractor will give notice before suspending where reasonably possible. Contractor is not liable for loss caused by a permitted suspension, and the schedule extends by the length of the suspension plus a reasonable period for remobilization.

18. Notice of Right to Lien (Wyoming Law)

NOTICE OF RIGHT TO LIEN. Pursuant to Wyoming Statute Section 29-10-101: The undersigned party is providing work or materials to the property described below. Failure of payment due and owing to a contractor, subcontractor, or materialman for work performed or materials provided to the project located on the property can result in the filing of a lien against the property. Contractor: Forged Electric, LLC. Phone: 307-399-9317. Contact / Master Electrician: Austyn Matthews (WY Master License # M-53245). Property: _____. This notice is provided to preserve Contractor's lien rights under Wyoming law and does not indicate any dispute or unpaid balance.



19. Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including weather, natural disaster, wildfire, flood, epidemic or pandemic, public health orders, acts of government, labor disputes, material shortages, supply chain or transportation disruption, utility or communications outage, cyber incident, vandalism, theft or the death, illness or unavailability of key personnel. Time for performance extends for the duration of the event plus a reasonable period for remobilization.

20. Time Limit on Claims

Any claim or action arising out of this Agreement or the Work must be brought within one (1) year after substantial completion, or within the shortest period permitted by Wyoming law if one year is not enforceable. Claims not brought within that period are permanently barred.

21. Dispute Resolution and Governing Law

This Agreement is governed by Wyoming law without regard to its conflict of laws principles. The parties will first attempt to resolve any dispute through good-faith negotiation and, if unresolved, through mediation before litigation, with the mediator's cost shared equally. Nothing here prevents Contractor from recording or foreclosing a lien, pursuing a collection action or seeking injunctive relief without first mediating. Venue lies in the county where the Service Address is located and each party consents to jurisdiction there. The prevailing party in any action is entitled to recover reasonable attorney fees, expert fees and costs. To the maximum extent permitted by law, each party waives the right to trial by jury.

22. Notices

Notices must be in writing and are effective when delivered personally, sent by email to the address the party has used to communicate about the Work or mailed to the address stated in the Quote or Invoice. Each party is responsible for keeping its contact information current.

23. Photographs and Records

Contractor may photograph or record the Service Address and the Work for job records, code compliance, warranty documentation, training and marketing. Contractor will not publish Customer's name, street address or identifying interior details without written permission, and Customer may opt out of marketing use by written notice.

24. Assignment, Waiver and Survival

Customer may not assign this Agreement without Contractor's prior written consent. Contractor may assign to a successor, affiliate or acquirer of its business and may use subcontractors as provided in Section 5. Contractor's failure or delay in enforcing any provision is not a waiver of that or any other provision. Sections 2, 7, 8, 10, 11, 12, 14, 16, 20, 21 and 24 survive completion or termination.

25. Entire Agreement, Amendment, Severability and Signatures

This Agreement, together with the referenced Quote or Invoice and any signed Change Orders, is the entire agreement between the parties and supersedes all prior discussions, proposals and representations. Preprinted or standard terms on a Customer purchase order, work authorization or other Customer form do not apply and are expressly rejected. This Agreement may only be amended in writing agreed to by both parties. If any provision is unenforceable, it will be enforced to the greatest extent permitted and the remaining provisions remain in full force.

This Agreement may be signed in counterparts. Electronic signatures, scanned or photographed copies and written confirmation by email or text message are as effective as originals. Customer's acceptance of a Quote, payment of a deposit or permitting the Work to begin constitutes acceptance of this Agreement.

Signatures

Customer Signature: _____ Date: _____

Printed Name: _____

Forged Electric Representative: _____ Date: _____

Austyn Matthews, Owner / Operator