

South East Texas Pumps Terms and Conditions

1. **Scope of Work**

We will inspect, diagnose, and repair the pump based on the agreed issues described in the scope and estimate provided for Customer approval. The Customer acknowledges that the scope may change upon further inspection. Additional or unforeseen repairs will not be performed without obtaining written approval from the Customer beforehand.

2. **Customer Authorization**

The Customer authorizes us to perform necessary inspections and repairs as outlined in the initial assessment. No repair work will begin without a signed agreement or a purchase order.

3. **Estimates and Pricing**

Repair estimates provided are non-binding and based on visible issues. Final charges may vary based on actual labor, time, and parts used.

4. **Milestone Payment Schedule**

For orders over \$10,000, upon estimate approval, a 50% deposit is required before work begins, with the final 50% due upon completion.

5. **Parts and Materials**

We use either new, OEM, or quality refurbished parts to complete repairs. If specific parts are unavailable, suitable alternatives will be used. Customer will be consulted if substitutions significantly affect performance or cost.

6. **Turnaround Time**

Estimated completion times are provided as courtesy and not guaranteed. Delays may occur due to diagnostics, part procurement, or labor scheduling. We will notify the Customer of any major delay beyond the original estimate.

7. **Warranty (Parts and Labor)**

All repairs include a 90-day limited warranty covering labor and 1-year limited warranty covering parts. This warranty excludes issues arising from Customer misuse, negligence, third-party tampering, or failure to follow usage recommendations provided post-repair.

8. **Payment Terms**

Payments per progress milestone schedule are due net 30 days. All late payments are subject to a 2% monthly interest fee.

9. **Limitation of Liability**

Our liability is strictly limited to the cost of repairs. We are not responsible for any consequential damages, including production downtime, business losses, or damages caused by equipment failure after repair.

10. **Abandonment Policy**

If the repaired equipment is not claimed within 30 days of notification, it will be deemed abandoned. We reserve the right to dispose, resell, or recycle it without further notice or liability.

11. **Customer Responsibilities**

Customers are responsible for providing accurate equipment details, history of previous issues or repairs, and any operational anomalies. Incomplete or false information may void warranties and impact repair outcomes.

12. **Hazardous Materials**

Customers must disclose if equipment contains hazardous materials. We reserve the right to refuse service or apply additional handling and disposal charges as required by law.

13. **Force Majeure**

We are not responsible for delays or failures in performance resulting from events beyond our control including natural disasters, supplier shortages, civil unrest, or legal restrictions.

14. **Dispute Resolution**

All disputes shall be resolved through binding arbitration conducted in our business jurisdiction. Parties agree to waive jury trials and pursue mediation prior to any legal or financial claims.

15. **Governing Law**

This agreement will be governed and interpreted according to the laws of Texas, without regard to any conflict of law provisions or Customer residence.

16. **Entire Agreement Clause**

This document constitutes the complete agreement between the parties. No verbal statements, previous communications, or informal understandings shall be valid unless documented and signed by both parties.

17. **Termination Clause**

Either party may terminate this agreement prior to commencement of work. If termination occurs after repairs begin, the Customer is liable for all costs incurred up to that point.

18. **Confidentiality**

We will protect the confidentiality of Customer information and equipment specifics. No data will be disclosed to third parties except as required by law or necessary for service fulfillment.

19. **Diagnostic Fee**

A non-refundable fee may be charged for diagnostic evaluations.

20. **Storage Fees**

Equipment not picked up within 10 business days after notification will accrue a storage fee of \$100 per day. After 30 days, uncollected items may be considered abandoned. If the Customer declines an estimate, the equipment must be picked up within 10 business days or will accrue a storage fee of \$100 per day.

21. **Subcontracting**

We may subcontract specific tasks to qualified third-party technicians. All subcontracted work will meet our service standards and be covered under the same warranty terms.

22. **Indemnification**

Customer agrees to indemnify and hold us harmless against any claims, losses, or damages arising from misuse of equipment or failure to follow repair recommendations.

23. **Right to Refuse Service**

We reserve the right to refuse repair services if equipment poses safety risks, is irreparably damaged, or if the Customer behaves in a threatening or abusive manner.

24. **Customer-Supplied Parts**

If Customers supply their own parts, we provide no warranty on performance or compatibility. We are not liable for damage resulting from improper installation or part failure.

25. **Pickup and Delivery**

Optional pickup and delivery are offered for an additional fee. We exercise reasonable care but are not liable for transit damages unless due to gross negligence.

26. **Photographic Documentation**

We may take before-and-after photos of equipment for internal quality control. With permission, photos may be used for staff training or promotional content. Opt-out available upon request.

27. **Change Orders**

Changes to the approved work scope must be submitted in writing and approved by both parties. Additional costs and time estimates will be provided before continuing.

28. **Intellectual Property**

All diagnostic procedures, proprietary techniques, and documentation developed during service remain our intellectual property unless explicitly transferred in writing.

29. **Environmental Compliance**

We comply with local environmental laws regarding the disposal of fluids, parts, and hazardous materials. Customer will be billed for any specialized environmental handling required.

30. **Non-Disparagement**

Both parties agree not to publicly disparage each other, including on social media, in connection with this agreement or any related disputes.

31. **Pre-Existing Damage**

We are not liable for pre-existing damage discovered during the course of repair. Photos and notes may be taken to document condition upon intake.

32. **Returned Goods Policy**

Any returns of replaced parts or materials are subject to a restocking fee. Custom-ordered items may not be returnable. Approval required before accepting returns.