



**PANELTX**

# Terms & Conditions

**Effective:** January 1, 2024

PanelTX LLC (“PanelTX,” “we,” “us”) provides design, fabrication, and installation of custom coolers, freezers, and noise/visual barrier walls. By using our services, you (“Client”) agree to the following:

## 1. Scope

PanelTX provides consultation, design, fabrication, and installation of custom coolers, freezers, and noise/visual barrier walls built to client specs.

## 2. Warranties

- **All Parts:** 1-year coverage on parts.
- **Compressors:** 5-year coverage (labor excluded).
- **Labor:** Free for 90 days; then \$300 per standard service call.
- **Exclusions:** Misuse, poor maintenance, natural disasters, or unauthorized changes.

## 3. Site Preparation & Utilities

All electrical work (power, wiring, connections) and roof penetrations are the sole responsibility of the Client or General Contractor.

- **Electrical:** PanelTX is not liable for issues, malfunctions, or delays due to incomplete or non-conforming electrical service.
- **Roofing:** PanelTX does not provide any warranty for, nor are we responsible for, any roof penetrations required for installation. The Client assumes all liability for leaks, structural issues, or damages resulting from such penetrations.

## 4. Maintenance

Client must maintain refrigeration equipment; failure may void warranties.

## 5. Payments

- **Cash:** 1/3 at contract signing, 1/3 at build start, balance at completion.
- **Financing:** Per lender’s terms.

## 6. Final Payment

Final payment is due within **15 days** after installation. This applies regardless of third-party delays (GCs, trades, inspectors, etc.). **Warranties begin upon receipt of final payment.** Late payments accrue \$100/day starting day 16 and may void warranties.

## 7. Liability

PanelTX is not liable for indirect, incidental, or consequential damages arising from use or inability to use products or systems.

## 8. Termination

We may terminate for nonpayment or breach. Client remains liable for completed work.

## 9. Disputes

If unresolved, they proceed to binding arbitration in Texas under applicable state rules.

## 10. Governing Law

This Agreement is under Texas law.

## 11. Severability

If any provision is invalid or unenforceable, the remainder stays in effect.

## 12. Entire Agreement

This Agreement is the full and final agreement regarding the subject matter and supersedes all prior statements and understandings.