LAKEFRONT
MECHANICAL SERVICES LLC.
HEATING • COOLING • REFRIGERATION

5145 Brecksville Rd. Ste. 304
Richfield, OH 44286
OH Trade License #51452
216-307-5530
service@lakefrontmechanical.com

COMMERCIAL SERVICE TERMS & CONDITIONS

Effective October 14, 2026 | Commercial HVAC, Refrigeration & Process Cooling

1. Applicability and Authorization

These Terms and Conditions ("Terms") apply to estimates, work orders, service calls, repairs, maintenance, and installations performed by Lakefront Mechanical Services, LLC ("Lakefront") for commercial customers ("Customer"), unless a separate written agreement signed by Lakefront expressly supersedes them. The person approving an estimate, requesting work, or signing electronically represents that they are authorized to bind Customer. Electronic signatures and documented electronic approvals are effective as written authorizations.

2. Estimates, Pricing Validity and Change Orders

ALL ESTIMATES, QUOTATIONS, AND PROPOSED PRICING ARE VALID FOR 30 CALENDAR DAYS FROM ISSUANCE. After that period, pricing may be revised to reflect labor, material, freight, equipment, supplier, or availability changes. Estimates are based on the stated scope and conditions reasonably observable at preparation; they exclude concealed defects and unlisted work. Additional scope, unforeseen conditions, code requirements, or material substitutions may require a revised estimate or change order approved by Customer before performance. Emergency actions necessary to address an immediate safety hazard or prevent imminent damage may be taken only to the extent reasonably necessary and lawful, with prompt notice to Customer.

3. Charges, Invoicing and Payment

Customer agrees to pay authorized diagnostic and labor time, travel time, materials, equipment, rentals, freight, subcontractor charges, service or dispatch fees, applicable taxes, and approved extras at the agreed rates. Unless otherwise agreed in writing, invoices are due on the date specified on the invoice. Customer shall notify Lakefront in writing of any good-faith billing dispute within 15 days after receipt, identifying the disputed items; undisputed amounts remain payable when due. No deduction, setoff, or retainage applies unless agreed in writing or required by law.

4. Late Payment and Collection

For overdue, undisputed amounts, Lakefront may charge a finance charge of the lesser of 1.0% per month or the maximum permitted by applicable law, beginning 30 days after the due date, following any legally required notice. Customer is responsible for reasonable, actually incurred collection costs and attorneys' fees only to the extent recoverable under applicable law or a separately enforceable agreement. After reasonable notice, Lakefront may suspend nonemergency work for material nonpayment, subject to applicable law and existing commitments.

5. Scheduling, Delays and Availability

Scheduled arrival, completion, and equipment delivery dates are estimates, not guaranteed deadlines. Emergencies, supply constraints, weather, labor availability, permitting, and unforeseen site conditions may cause delays. Lakefront will provide reasonable updates when practicable. Expedited, after-hours, weekend, or holiday work may carry additional charges when disclosed and authorized.

6. Site Access, Safety and Customer Responsibilities

Customer will provide safe and timely access to the work area and equipment, required utilities, shutdown permissions, equipment history, and information concerning known hazards, including hazardous substances or unsafe conditions. Customer is responsible for identifying concealed utilities and securing necessary owner or facility approvals. Lakefront may stop work when conditions present an unreasonable safety risk; additional mobilization or delay charges resulting from Customer-controlled conditions may apply if disclosed and authorized.

7. Permits, Codes and Existing Conditions

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Unless expressly included in the estimate, permits, engineering, testing, hazardous-material abatement, structural modifications, electrical upgrades, and work by other trades are excluded. Lakefront will perform its contracted work in accordance with applicable requirements. Existing equipment or installations may contain code deficiencies, damage, leaks, or worn components outside the approved scope; Lakefront is not responsible for correcting unrelated preexisting conditions without authorization.

8. Customer-Supplied Parts and Third-Party Work

Customer-supplied equipment, parts, refrigerant, or materials are not warranted by Lakefront. Lakefront is not responsible for their design, compatibility, availability, or inherent defects, or for work performed by other contractors. Additional labor required due to unsuitable customer-supplied items is chargeable only if authorized. Lakefront's workmanship warranty applies to its own installation labor as described below.

9. 30-Day Parts and Labor Warranty

ALL WORK PERFORMED BY LAKEFRONT IS SUBJECT TO A 30-DAY PARTS AND LABOR WARRANTY beginning on completion of the applicable work. During that period, Lakefront will, at its option and without additional charge, correct defects in its workmanship and repair or replace defective parts it supplied and installed within the original approved scope. Customer must report the claimed defect within 30 days and allow a reasonable opportunity for inspection and correction. This limited warranty does not cover unrelated failures, preexisting conditions, customer-supplied parts, misuse, improper operation, neglected maintenance, utility or power problems, damage by others, or alterations by third parties. Manufacturer warranties, where available, are separate. This provision does not exclude nonwaivable legal rights.

10. System Performance and Limited Repairs

A diagnostic visit or limited repair addresses only the identified issue and does not constitute a comprehensive evaluation or guarantee that aging or compromised equipment will operate continuously or meet a particular temperature, capacity, efficiency, or production requirement. Additional problems may become apparent after repairs or restart. Preventive maintenance reduces risk but does not eliminate equipment failures.

11. Refrigeration, Inventory and Business Continuity

Customer remains responsible for continuous temperature monitoring, food and product safety, inventory protection, alternate refrigeration or backup arrangements, and deciding whether temperature-sensitive products are safe or saleable. Work may require shutdowns or temporary temperature fluctuations. Customer shall advise Lakefront before work of critical inventory, operating constraints, and required safeguards. Lakefront will use reasonable care, but does not assume custody or control of Customer inventory.

12. Refrigerant, Leaks and Environmental Compliance

Refrigerant leak repairs, recovery, recharge, and related work are limited to the approved scope. A recharge alone does not guarantee a leak-free system or lasting performance. Refrigerant quantities and additional leak repairs may vary from initial estimates. Both parties will comply with applicable refrigerant-handling and environmental requirements. Refrigerant disposal, recovery, testing, and replacement charges may apply where disclosed and authorized.

13. Cancellations and Special Orders

Customer may cancel unperformed work by written notice. Customer remains responsible for authorized work already performed and reasonable, documented noncancelable special-order materials, restocking fees, and committed third-party costs that Lakefront cannot reasonably avoid or mitigate, to the extent permitted by law. Lakefront will credit amounts recovered from returned or repurposed items.

14. Title and Risk of Loss

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Risk of loss for Customer-owned equipment and inventory remains with Customer except to the extent damage is caused by Lakefront's negligence or misconduct. Title to materials furnished by Lakefront transfers upon payment to the extent permitted by law; this clause does not authorize removal of installed materials or override applicable lien, property, or payment laws.

15. Insurance and Independent Contractor

Lakefront performs services as an independent contractor and controls its personnel and means of performance, subject to agreed site safety requirements. Each party is responsible for maintaining insurance appropriate to its operations. Neither party may bind the other to third-party obligations without written authorization.

16. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, neither party is liable to the other for indirect, incidental, special, punitive, or consequential damages, including lost profits, lost production, business interruption, or product spoilage, arising from the work. This exclusion does not apply to gross negligence, willful misconduct, or liability that cannot lawfully be limited. No provision limits either party's obligation to pay properly invoiced amounts or Lakefront's express warranty remedies.

17. Disputes and Governing Law

The parties will first attempt in good faith to resolve disputes through direct discussions. These Terms are governed by Ohio law, except where mandatory law requires otherwise. Any litigation shall be brought in a court of competent jurisdiction as permitted by applicable law. If any provision is unenforceable, the remainder remains effective.

18. Entire Agreement and Order of Precedence

The accepted estimate or work order, approved written change orders, and these Terms constitute the agreement for the specific work, subject to any separately signed master service agreement. In a conflict, a separately signed master agreement controls, followed by a signed change order and the accepted estimate or work order, then these Terms. Amendments must be documented in writing and approved by authorized representatives. Failure to enforce a provision once is not a waiver of future enforcement.

19. Acceptance

Customer accepts these Terms by signing an estimate, work order, or authorization referencing them, including by electronic signature. A signature acknowledging completed work confirms receipt and review of the service record, but does not by itself waive valid warranty claims or constitute payment.

Questions, billing inquiries or warranty requests: (216) 307-5530 | service@lakefrontmechanical.com