TERMS AND CONDITIONS

Last updated: November 17th, 2026

These Terms and Conditions ("Agreement") govern all services provided by Arendosh Services LLC d/b/a McVay Plumbing Heating Cooling and Electric, and affiliates (the "Company"), a Pennsylvania limited liability company and registered home improvement contractor (PA HIC Registration #PA132741) to you (the "Customer"), (together with the Company, each a "Party" and collectively "Parties"). By signing an estimate or work order, or by permitting work to commence, you agree to be bound by this Agreement.

1. **Purpose and Scope of Services**. This Agreement sets forth binding terms and conditions intended to support compliance the Pennsylvania Home Improvement Consumer Protection Act ("HICPA") and the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL"). All work by Company will be performed in a workmanlike manner consistent with applicable Pennsylvania building codes and industry standards. The scope of services to be performed by Company are further detailed in the Invoice and Estimate

attached hereto or any change order. The Invoice, Estimate and/or change order shall set forth the date of the transaction, name, address, and telephone number of the contractor or subcontractor, and the approximate starting date and completion date of the work to be performed. Any changes to the Estimate or Invoice must be documented in a written change order and signed by both Parties. This is not a time and materials agreement.

2. SMS Terms and Conditions.
   Program name: "McVay Plumbing Heating & Cooling SMS Messaging Service"

   What the messages are for: "You will receive appointment reminders and service updates via text message."

   Message and data rates: "Message and data rates may apply."

   Message frequency: "Message frequency varies."

   Opt-out and help: "Reply STOP to opt out. Reply HELP for help."

   Carrier liability: "Carriers are not liable for delayed or undelivered messages."

- **Payment and Pricing**. All prices are set forth in the written estimate or work order provided to you. Payment is due upon completion of work unless otherwise set forth in the estimate. Any alteration or deviation pursuant to a written change order may incur additional charges. All material remains the property of the Company until paid in full. Acceptance of this Agreement acknowledges ownership and grants permission to return the

property and remove the Company's unpaid property. If, after payment, equipment must be reconnected, there will be a charge for same. Unless specified in writing, payment in full is due upon completion of the project. Completion of the project is defined as when the services listed on the Customer-approved estimate are completed, with the exception of any asphalt, driveway, sidewalk, or landscaping restorations which may need to be performed seasonally. In the event we do not receive payment as per terms, the balance due shall accrue interest at up to 24% per annum, 2% per month (or maximum allowable by law), until paid. Work stoppages caused by the Customer, beyond and outside of the control of the Company, shall be the expense of Customer, and charged at the current hourly rate imposed by the Company while the Company, its agents and representatives are active within the scope of work. Company may charge the Customer a fee for a service call for the purpose of determining the cause of and the appropriate remedy of a bona fide emergency, regardless of whether further goods or services are provided.

- **Cancellation**. The Company reserves the right to cancel the work order and this Agreement in the event it is prevented from commencing work within thirty (30) days of the proposal date as a result of Customer's actions, failures of suppliers to furnish equipment and materials necessary to commence work, by failure of any utility or government entity or a force majeure event. You have the right to cancel the Invoice and Agreement within three (3) business days of signing the work order using the attached Notice of Cancellation. Cancellation must be made in writing using the attached cancellation form. Customer is still responsible for payment of work performed prior to cancellation, if any. **Right to cancel the Invoice and Agreement are waived if**

approving work to be commenced due to a bona fide emergency.

- **Financing**. Financing information is valid only after approval by the listed finance company or agency. All financing rates (APRs) and payments are approximations and may not be exact. At any time during the term of this Agreement, if Customer is deemed to not be creditworthy, it shall be Customer's responsibility to secure funds to service any debts owed to the Company under this Agreement.

- **Exclusions**. Painting, drywall repair, and carpentry work are not included in the proposal unless otherwise specified in writing. The Company is not responsible for damage to or replacement of landscape, vegetation (plants/trees/shrubs), pavement (concrete/asphalt/pavers), retaining walls and other hardscapes, electrical lines, pools, pool heaters, gas lines, generators, sprinklers, and private service lines not marked by 811.

- **Subcontracting**. The Company has a right to use a subcontractor for any work performed, whose name, address, and telephone number shall be set forth in the description of work in the Estimate, Invoice or change order.

- **Liens**. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE SERVICES OR MATERIALS. UNDER PENNSYLVANIA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE

THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

- **Force Majeure**. The Company shall not be liable for any delay or failure to perform caused by circumstances beyond its reasonable control including, without limitation, acts of God, severe weather, labor, supply changes, or equipment shortages, government action, or change in law or ordinance. In such event, the Company will notify the Customer promptly of the existence of such event and resume work as soon as reasonably possible after conclusion of the event. The Customer shall pay for all work and materials completed prior to the delay. After the conclusion of such event, the performance of this Agreement and any time frames related to the performance hereunder shall be extended for a like period.

- **Severability**. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- **Amendments**. No amendment to this Agreement is valid unless made in writing and signed by both Parties.

- **Governing Law; Venue**. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. The Parties agree that any dispute brought under this Agreement shall be brought and adjudicated solely in the state and federal courts having jurisdiction in Allegheny County, Pennsylvania.

- **Miscellaneous**. Customer acknowledges that temperature may vary from room to room and in different levels of Customer's home and that the Company shall not be liable for any such variable temperatures.

- **Hazardous Substances**. In the event any regulated or hazardous substances are found in or on Customer's property during the course of the Company's work on the property, the Company may immediately terminate its work until the matter is resolved to the satisfaction of the Company, the completion date shall be extended and Customer shall be responsible for all costs associated with the delay in the completion date and the removal and/ or remediation of the regulated or hazardous substances located on Customer's property. In the Company's sole discretion, the Company may permanently terminate the work on Customer's property if the Company deems it unlikely that the removal or remediation of the regulated or hazardous substances will be removed in a timely manner or removed completely from the property, in which case Customer shall be responsible for all costs associated with the removal and/or remediation of the regulated or hazardous substances located on the property.

- **Entire Agreement**. This Agreement, together with the Estimate or Invoice and any signed work order or change order constitutes

the entire agreement between the Parties and supersedes all prior oral agreements or representations.

These terms and conditions are available via download *here.*

- If your work is a bona fide emergency, please complete and return the *Emergency Work Authorization form* to info@callmcvay.com.
- If you would like to cancel your agreement, please complete and return the *Notice of Cancellation* form to info@callmcvay.com