

Summit Fire and Life Safety Services Terms and Conditions

Terms and Conditions as of June 3, 2026

These Terms and Conditions govern all Services, Products, and Systems, as defined herein, provided by the Contractor to the Customer receiving Services, Products, Systems and/or as identified in the Agreement. If the Customer enters a separate written Agreement with Contractor, then in the event of any inconsistency, conflict, or ambiguity between these Terms, and the Agreement, the provision imposing the more stringent obligations, limitations, exclusions or risk allocation on Customer shall govern and control, regardless of the order of execution or incorporation.

1. Definitions

- a. **Agreement:** A written agreement between Contractor and Customer. The writing may be titled a proposal, service agreement, inspection agreement, contract, purchase order, work order, monitoring agreement, consulting agreement, or other engagement document that incorporates these Terms and Conditions.
- b. **AHJ:** An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure; referred to as the Authority Having Jurisdiction.
- c. **Contractor:** The applicable Summit entity (e.g., Summit Fire Protection Co., Summit Fire & Security LLC, Summit Fire National Consulting LLC, Protegis, LLC).
- d. **Customer:** The customer with whom Contractor formed the Agreement.
- e. **Monitoring Services:** Monitoring Services consist solely of the receipt of alarm, supervisory, and trouble signals at a monitoring facility and the transmission of notifications in accordance with Contractor's response procedures. Monitoring Services do **not** include on-site response, firefighting, emergency rescue, or law enforcement services.
- f. **NFPA:** Refers to the National Fire Protection Association.
- g. **Products:** Any tangible object that Contractor sells pursuant to any Agreement (e.g., materials, devices, components), excluding Contractor tools/equipment.
- h. **Services:** The scope of work as defined in an Agreement. Fire and life safety services as specifically described in a work authorization or Agreement which may include inspection, testing, installation, repair, or maintenance. Services are limited solely to the items expressly identified in the scope of work.
- i. **Systems:** Refers to any fire alarm systems, sprinkler systems, suppression systems, emergency lighting, security systems, and related equipment.
- j. **Terms:** Means the short reference for this Terms and Conditions document.

2. Scope of Services

Contractor will provide fire and life safety Services as specifically described in an Agreement, and/or monitoring of Systems. Contractor has no obligation to inspect, test, repair, alter, adjust, or maintain any system or component not expressly included in the Services.

3. Standards of Performance

Services shall be performed in a commercially reasonable manner and, where applicable, in general accordance with the relevant NFPA standards as adopted by the local AHJ at the time of service. Furthermore, Contractor is obligated to perform only the testing and inspections required under the recognized code at the time of the execution of an Agreement. Any additional services or equipment required will be provided at an additional cost to the Customer. Determinations made by Contractor do **not** guarantee code compliance and do not supersede interpretations or requirements imposed by the AHJ.

4. Customer Responsibilities

Customer shall (a) ensure Systems are free from hazardous conditions not disclosed to Contractor; (b) notify all relevant parties prior to testing activities; (c) maintain Systems in accordance with manufacturer and code requirements; and (d) immediately report any known deficiencies, impairments, or malfunctions concerning any Products, Services, or Systems. Customer is solely responsible for compliance with applicable fire, building, life safety, and occupancy codes that are not defined in the NFPA codes and standards and/or the Contractors' Services.

5. Access to Work

The Customer hereby guarantees and ensures that the Contractor shall have unobstructed access to the designated worksite(s) for the performance of all contracted activities as outlined in an Agreement, subject to the following conditions:

- a. **Worksite Availability:** The Customer shall coordinate and schedule access to the worksite(s) to ensure that the Contractor can complete their Services without interference, delays, or unreasonable restrictions.
- b. **Physical Access Requirements:** The Customer shall ensure that the Contractor has safe and direct access to all necessary work areas, including but not limited to elevated locations, restricted spaces, and other areas requiring specialized equipment. This access shall include the provision of scaffolding, ladders, lifts, or other means required for the Contractor to safely and efficiently perform their duties.
- c. **Clearance of Obstacles:** The Customer shall provide access to all necessary areas and ensure that all physical barriers, debris, or hazards are removed prior to the Contractor's commencement of Services.
- d. **Coordination with Other Trades:** The Customer shall manage and coordinate the activities of all other trades and contractors on the worksite to prevent conflicts or delays that might impede Contractor's performance.
- e. **Compensation for Delayed Access:** If access to the worksite is delayed, restricted, obstructed by the Customer, Contractor shall be entitled to an equitable adjustment in time for completion and/or additional compensation for costs incurred as a direct result of such delays.

6. Risk of Loss

Any risk of loss shall pass to Customer at the time the equipment and other materials that are part of the Services are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Customer shall be responsible for payment for such equipment and materials even if the Services have not been completed. Title to the equipment and other materials shall be held by Contractor until payment in full of the price noted in an Agreement, at which time title shall pass to Customer. Contractor shall have the right to remove the equipment and other materials that are a part of the Services if payment of the full Agreement Price is not made by Customer immediately upon completion of the Services. That right shall be in addition to, and not in limitation of, Contractor's other rights and remedies. Customer agrees that a material breach by Customer under an Agreement shall be deemed to be a material breach under any other agreements between the parties.

7. Indemnification

Customer shall indemnify, defend, and hold harmless Contractor, its affiliates, officers, its employees, and subcontractors from any claims, damages, losses, or expenses, including those brought by third parties, arising from Customer's failure to maintain Systems or Products and any claim that arises from allegations beyond Contractor's Services. No part of an Agreement should be read to seek indemnification for Contractor's own negligence. The Services are not an insurance policy or a substitute for an insurance policy. Customer will pay all sums, including reasonable attorney fees, for the defense of any such claim or suit and reasonable attorney fees incurred in the enforcement of this indemnity provision.

8. Limitation of Liability

Deficiencies and defects which are latent or concealed are excluded from inspections. For systems not installed by Contractor, Contractor makes no warranty and performance of the system, and inspections and/or testing under an Agreement shall not be deemed to provide any warranty as to the functionality and design of the original installed system(s). It is understood that Contractor is not an insurer, and insurance, if any, shall be obtained by and be the sole responsibility of the Customer and that the amounts payable to Contractor hereunder are based upon the value of the Services. CONTRACTOR'S LIABILITY TO CUSTOMER FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER DAMAGES ARISING FROM PERFORMANCE OF THE APPLICABLE AGREEMENT SHALL BE LIMITED SOLELY TO THOSE PAYMENTS MADE TO CONTRACTOR UNDER THE APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICES, PRODUCTS OR SYSTEMS SHALL BE LIMITED TO THE **GREATER OF** (A) THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC SERVICE OR SYSTEM GIVING RISE TO THE CLAIM, (B) **\$1,000.00**, OR (C) IN THE EVENT OF ONGOING SERVICES, THE TOTAL FEES PAID BY CUSTOMER TO CONTRACTOR DURING THE **SIX (6) MONTHS** PRECEDING THE EVENT GIVING RISE TO THE CLAIM. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF BUSINESS, LOSS OF PROFITS, OR LOSS OF USE, WHETHER CLAIMED BY CUSTOMER OR BY ANY OTHER PARTY. The provisions of this paragraph shall apply as the exclusive remedy if loss or

damage, irrespective of the cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed under this Agreement or from negligence, active or otherwise, of Contractor and/or subcontractor and their agents or employees. Customer shall provide Contractor with reasonable notice of any claim for breach and a reasonable opportunity to cure the alleged breach or default.

9. Limited Warranty

If materials are supplied by Contractor pursuant to an Agreement, those materials will be warranted for one (1) year from the date of completion of the Services. Upon request, Contractor will supply a signed warranty letter to Customer, which states the completion date of the Services and the warranty termination date. Certain equipment may include manufacturers' warranties. Contractor provides no additional warranty on such equipment. Customer shall have the right to seek enforcement of any such manufacturer's warranty. Contractor shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Customer of Contractor in connection with Contractor warranty after the one (1) year warranty termination date shall be paid by Customer to Contractor based on Contractor standard fees and charges at the time. Contractor's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions.

10. Disclaimer of Warranty

CONTRACTOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED HEREIN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Pricing/Payment

Prices are as stated in an Agreement. Payment is due at the time of service or within **10 days** of invoice date unless otherwise agreed in writing. Overdue payments may accrue interest at the maximum rate permitted by law. Contractor may suspend Services for non-payment and may increase its pricing with written notice to Customer. Contractor expressly reserves mechanics lien rights under applicable law and may take such other legal action as needed to perfect such rights and collect amounts owed it.

12. Mechanic Lien Notice

YOU ARE ENTITLED UNDER THE LAW OF CERTAIN JURISDICTIONS TO THE FOLLOWING NOTICE: (a) 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 THEIR CONTRIBUTIONS; (b) YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR AGREEMENT 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.

13. Changes

Except for substitutions, as described below in this paragraph, any alteration or modification to the Services must be documented and approved by Contractor and Customer by a written change order signed by Contractor and Customer. Contractor reserves the right to require Customer to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes, or the unavailability of specific equipment or materials described in an Agreement, Contractor will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Contractor shall notify Customer and Customer may elect whether to pay the additional expense (as an increase to the contract price) or to modify an Agreement to include less expensive items, if available, that would not increase the price. Any changes to the Services or requests for additional work must be authorized in writing and may result in additional charges.

14. Taxes, Fees, Permits, Tariffs

Any applicable taxes or other governmental charges related to an Agreement shall be paid by Customer to Contractor and shall be in addition to the price noted in an Agreement. In addition, if any fees or permits (such as one or more building

permits) are required in connection with the Services, Customer shall secure and pay for any such fees and permits, the cost of which shall be in addition to the price noted in an Agreement. Quoted prices are based on current tariff rates and material costs as of the date of the applicable Agreement. If new tariffs are imposed or existing tariffs are increased after the date of an Agreement—resulting in a cost increase to components, systems, or materials included in herein—Contractor reserves the right to adjust pricing accordingly. Any such adjustment will be supported with documentation from our suppliers or manufacturers and will be communicated prior to order placement or scheduling.

15. Temporary Fuel Surcharge

Fuel costs are monitored using the US Bureau of Labor Statistics National Average Gas Price (<https://data.bls.gov/timeseries/APU000074714>). When the national average price of regular gasoline is \$3.50 per gallon or above, Contractor will charge a fuel surcharge of up to \$25 per trip. The fuel surcharge will be suspended when prices drop below \$3.50 per gallon.

16. Termination

Either party may terminate Services in accordance with the applicable Agreement. Customer remains responsible for payment of all Services, Products and Systems rendered or delivered prior to termination or as otherwise set forth herein.

17. »Monitoring Services, if applicable

Monitoring Services do **not** guarantee that alarms will be received, transmitted, or acted upon in all circumstances; and are intended to **reduce risk**, not eliminate it. Contractor is not an insurer.

Contractor may utilize one or more subcontractors (e.g. Central Alarm providers) to provide Monitoring Services. Contractor shall not be liable for acts, omissions, interruptions, or failures of such third parties, communications carriers, utilities, or internet/cellular service providers. Contractor does **not** guarantee that alarms will be received or transmitted or that emergency responders will be dispatched or the speed or adequacy of any response. Emergency response decision-making rests solely with third-party emergency service providers. Any monitoring response is dependent upon functional communications pathways, external emergency service availability, and proper system configuration and operation.

Customer shall maintain all protected premises, alarm systems, and communications pathways in good working order, provide and maintain continuous electrical power, backup power, internet, phone, or cellular connectivity, inspect systems as required by a licensed inspector and promptly report known failures or impairments, register alarm systems with required authorities and pay all permit or false-alarm fees, and update emergency contact lists and response instructions. Failure to meet these obligations may result in loss or impairment of Monitoring Services. Customer shall be solely responsible for all false alarms, including fines, penalties, service charges, or response fees assessed by authorities or monitoring providers. Contractor may suspend or terminate Monitoring Services without liability after repeated false alarms upon written notice, if monitoring fees are unpaid communications pathways are unreliable, or Customer obstructs testing or service, or a system poses an unreasonable risk. Customer remains responsible for fees through the suspension or termination date or pursuant to the applicable Agreement.

18. »Sprinkler System/Portable Extinguishers/Fire Suppression Installation, if applicable

Sprinkler System includes equipment pursuant to an Agreement and installed per AHJ and permit requirements. Contractor bears no responsibility for the consequences for water damage caused by premises without adequate heat. **Portable Extinguishers** are tagged and inspected at time of installation. Contractor bears no responsibility if moved by Customer. **Fire Suppression** systems are installed pursuant to AHJ requirements and does not include inspection or Services unless otherwise specified in a separate Agreement.

19. »Repair Services, if applicable

Unless explicitly specified in an Agreement, repair services do not include the repair of obsolete materials, which Contractor may recommend for replacement; damage due to external causes, including acts of Customer or others

outside of Contractor's control; or customer requested modifications including but not limited to alterations not required to restore to its pre-existing conditions or for convenience or operational preference.

20. »Prior Agreements, if applicable

Customer warrants and represents that Customer is not under any exclusive agreement with any other party concerning testing and inspection of Customer's fire suppression system, fire alarm system, security system, and/or special hazard system installed at the premises.

21. »Inspection and Testing Services, if applicable

Inspection includes the testing of accessible components for working order only and does not include repair or water pressure/supply testing. Any inspecting of wet systems as governed by NFPA 25 does **not** include analysis or consideration of the appropriate design of the in-place system, but rather takes the design as assumed correct and is for functionality only. Recharging of portable fire extinguishers is not included unless noted in an Agreement. Sprinkler System inspections include checking visible system pipes and heads and for proper operation of compressor/fire pump. It does not include checking compressor volume or water leakage. It is the responsibility of the Customer to initiate the scheduling of testing, provide for, and permit access.

If explicitly included within the Services, to help minimize false alarms, and in accordance with NFPA 72, accessible smoke detection devices will be cleaned using manufacturer's recommended procedures at a rate of 50% of the devices annually. Devices may be dismantled to expose the smoke chamber (when applicable) and cleaned using a soft cloth, lint brush, cotton swabs, suitable cleaning solution, or non-electrostatic vacuum. Also, unless explicitly stated, an Agreement does not include audibility testing.

The inspection and testing provided under an Agreement does not include any maintenance, repairs, alterations, replacement of parts or any field adjustments whatsoever. Contractor is not responsible for any inspection or advice concerning insulation, including, but not limited to, the sufficiency or placement of insulation. Inspection and testing are limited to accessible devices where access can be obtained without restriction at the scheduled time of the Service and does not exceed heights obtainable with a ten (10) foot ladder. In no event will Contractor be required to move personal property, equipment, walls, and/or ceilings or obstructions which may impede access or limit visibility. If a return trip is required due to access problems, such return trip will be billed at Contractor normal prevailing rate. The following are specifically excluded from the inspection and testing: Equipment on or in public streets, roads, or rights of way; Public fire hydrants; Confined space requirements as defined by OSHA; Winterizations; 5-year check valve tests. An Agreement covers common areas only and does not include individual residential units or tenant spaces of retail establishments.

Contractor shall have the right to assign an Agreement to any other person, firm or corporation at any time and shall have the further right to subcontract any testing or inspection service, which it may perform. Customer acknowledges that an Agreement, and particularly those paragraphs relating to Contractor's disclaimer of warranties, limitation of liability, and indemnification, are a benefit of, and are applicable to, any assignees and/or other subcontractors of Contractor, and that they bind Customer with respect to said assignees and/or subcontractors with the same force and effect as they bind Customer to Contractor.

Upon installation of equipment, the equipment is under the sole and exclusive control of Customer. It is the Customer's responsibility to test the equipment and notify Contractor of any needed repair.

The following is specifically excluded from the inspection and testing: WATER SUPPLY—CONTRACTOR shall not be liable or responsible for the adequacy or condition of the water supply; ENGINEERING REVIEW—Inspection Services are not an engineering evaluation of the fire protection systems and equipment. The recommendations and observations that are made by Contractor to Customer during an inspection and review are not to be considered an engineering review; SYSTEM DRAWINGS—Customer shall have sprinkler drawings available on site to assist the inspector to identify equipment components so that they may be properly located. Customer is responsible for identifying equipment locations including but not limited to all sprinkler system drain valves.

Customer may need to provide (at its own risk and with full responsibility for providing) at least one (1) person to assist Contractor technicians for the duration of the inspection. During the inspection, the Customer's personnel will receive

informal training on basic system functions and proper inspection procedures. If the Customer cannot provide the assistance required, the scheduled testing and inspection may be cancelled, or the Customer may be billed for additional time expended. Customer shall promptly notify Contractor of any malfunctions in a life safety System which come to Customer's attention. An Agreement assumes that any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Contractor determines that repairs are recommended, repair charges will be submitted for approval by the Customer's on-site representative prior to Services. Should such repair Services be declined, Contractor shall be relieved from all liability arising therefrom.

22. »Data Privacy, if applicable

The parties will comply with all applicable data privacy laws. To the extent that an Agreement involves processing of personal information subject to the California Consumer Privacy Act ("CCPA"), Contractor agrees that it will comply with Cal. Code Regs. tit. 11, § 7051(a) and will not: (i) sell or share such information; (ii) retain, use, or disclose it for any purpose other than for the business purposes specified in an Agreement, including retaining, using, or disclosing it for a commercial purpose other than the business purposes specified in an Agreement or as otherwise permitted by the CCPA; (iii) retain, use, or disclose it outside of the parties' direct business relationship unless expressly permitted by the CCPA; or (iv) combine it with personal information it receives from or on behalf of another business or that it collects from its own interaction with a consumer unless permitted by the CCPA. To the extent required by the CCPA, Contractor certifies that it understands these restrictions and will comply with them.

23. Attorneys' Fees/Waiver of Jury

If Contractor engages counsel and substantially prevails in enforcing any rights or defenses provided for in an Agreement, Contractor shall be entitled to recover from Customer the costs and expenses associated with such enforcement, including without limitation, its reasonable attorneys' fees, and costs. No claim arising from or related to an Agreement may be brought more than two (2) years after the claim accrued. THE PARTIES AGREE TO WAIVE A JURY TRIAL FOR ANY DISPUTE ARISING FROM AN AGREEMENT.

24. Governing Law and Venue

These Terms shall be governed by the laws of the state in which the Services are performed, without regard to conflict-of-law principles. Venue for any action shall lie exclusively in the courts located in that state. Customer irrevocably agrees to service of process via certified mail, return receipt requested, to Customer at the address set forth herein. Nothing stated herein shall in any manner prevent or preclude Contractor from bringing any one or more actions against Customer in any jurisdiction in the United States in which Customer conducts business.

25. Entire Agreement and Assignment

These Terms together with the applicable Agreement, constitute the entire agreement between the parties and supersede all prior discussions or Agreements. Contractor may assign an Agreement and any rights or obligation thereunder without notice to or consent of Customer.

26. Waiver Generally

Customer further agrees to waive any claims against Contractor known or unknown that exist as of the date of executing an Agreement as further consideration for Contractor performing Services.

27. Waiver of Subrogation Rights

The Customer acknowledges that Contractor is not an insurer, that each party agrees to obtain insurance coverage, and that each party shall rely exclusively upon such insurance coverage to recover for damages in any way attributable to Services. Customer waives all rights against Contractor and any of its subcontractor, sub-subcontractor, agents, and employees, including the rights of Customer's current and future insurers, for losses suffered at work sites subject to an Agreement which are covered by property insurance or other insurance applicable to losses caused by damages of any sort at work sites. This waiver shall apply to all insurance policies of Customer, whether such policies exist at the time of an Agreement or are subsequently acquired by Customer. Customer or Contractor, as appropriate, shall require of subcontractor, sub-subcontractor, agents, and employees of the other party, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification,

did not pay the insurance premium directly or indirectly, and whether the person or entity had an insurable interest in the property damages.

28. Force Majeure

Contractor shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached an Agreement, for any failure or delay in fulfilling or performing any term of an Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Contractor's control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, hurricane, pandemic, or tornado or catastrophe, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of an Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond Contractor's control.

29. Miscellaneous

The headings used herein are for convenience only and are not to be used in interpreting an Agreement. Contractor does not waive any rights pursuant to an Agreement unless such waiver is given in writing and signed by Contractor. If any provision of an Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of an Agreement in all other respects shall remain valid and enforceable. An Agreement is not assignable by Customer. An Agreement is the entire agreement between the parties regarding the subject matter of an Agreement; any prior or simultaneous oral or written agreement regarding the subject matter hereof is void.

By authorizing Services or purchasing Products, Customer acknowledges and agrees to these Terms.

These Terms can be downloaded as a pdf by following this link: <https://summitcompanies.com/terms-and-conditions/>. Customers are encouraged to do so at the time of contracting as these Terms can be updated from time to time and without notice. Updated versions will apply to all Services performed after the most recent update. If you would like a hard copy of these Terms via physical mail, please contact T&C@summitcompanies.com and Summit will be happy to mail a physical copy.