

Marvin Drilling Service LLC - Terms and Conditions of Drilling & Water Pump Services

In Providing the Drilling and Water Pump Services to the Customer, the Customer agrees to the following:

1. Governing Law & Dispute Resolution

These Terms and Conditions are governed by the laws of the State of North Carolina. Any dispute arising between Marvin Drilling Service LLC ("the Company") and the Customer shall be resolved under North Carolina jurisdiction, including but not limited to mediation or arbitration at the discretion of the Company.

2. Precedence of Terms

In the event the Customer has their own terms and conditions, these Marvin Drilling Service LLC Terms and Conditions shall prevail in the event of any inconsistency.

3. Supplier Obligations

the Customer must ensure:

- Services match the Purchase Order.
- Services correspond to the agreed upon sample.
- Services correspond in quality to any demonstrations given.
- Services are performed with professional skill and care.
- Services are fit for their stated or inferred purpose.
- Items used in the service provision are of good quality, whether new or used.
- Any design work is fit for its intended function.
- All related items meet specified standards and purposes.
- Manufacturer warranties are passed to the Company and enforced on request.

4. Defects Correction

During the 12-month Defects Correction Period for Services or 24-month period for items used in the service provision, the Company may:

- Return defective items for replacement and reimbursement of expenses.
- Reject defective Services to be re-performed at no charge.
- Repair or replace defective items and seek reimbursement from Supplier.

5. Supplier's Financial Obligation for Defects

If Goods or Services are defective and:

- Already paid: Supplier must refund the full price.
- Not yet paid: The Company is not obligated to pay for defective items.

6. Non-Waiver of Future Claims

Accepting one defective supply does not obligate the Company to accept future defective supplies. Any correction resets the Defects Correction Period.

7. Legal & Ethical Compliance

The Customer warrants:

- Compliance with transportation and logistics regulations.
- Adherence to anti-slavery and labor laws.
- Maintenance of internal compliance procedures.
- Cooperation with audits or investigations.
- Assurance that subcontractors comply with the same laws.

8. Invoicing Requirements

Company must issue a valid, detailed invoice:

- Prior commencing the Service, and within 3 business days of receipt, payment must be made.
- Including dates, quantities, and services and/or items used.

9. Payment Terms

If all conditions are met and pricing is undisputed, invoices will be paid within **3 days of receipt**. Late or inaccurate invoices may cause delays.

10. No Guarantees or Indemnities

No Marvin Drilling Service LLC officer may issue a personal guarantee, indemnity, or surety for obligations under this agreement.

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11. Amendments

The Company may update these Terms with 7 days' written notice to the Customer.

12. Limitation of Liability

The Company is not liable for indirect, special, or consequential loss, including but not limited to lost profits, contracts, or increased costs.

13. Binding Agreement

These Terms and Conditions are binding upon the Customer once an Order is accepted, whether or not formally acknowledged in writing.

14. Severability

If any clause is deemed unlawful or unenforceable, it shall be severed without affecting the remaining provisions.

15. No Waiver

The failure of the Company to enforce any provision does not constitute a waiver of future enforcement.

16. Definitions

- "Company" means Marvin Drilling Service LLC.
- "Items" means any physical items used in providing the ordered service.
- "Services" means any labor, consultancy, or support activities.
- "Defect" means any failure to meet these Terms or the ordered Service.
- "Defects Correction Period" means 24 months for Goods, 12 months for Services.

17. Payment, Cancellation & Refund Terms

- **Deposits:** A deposit may be required before scheduling services. The amount and timing will be detailed in the quote or contract.
- **Final Payment:** Balance due upon project completion, unless otherwise stated. Non-payment beyond 15 days of due date may incur late fees.
- **Cancellations:** Cancellations must be submitted in writing. Cancellations made more than 7 business days prior to service will receive a full refund of any deposit. Cancellations made within 7 days may incur a cancellation fee up to 25% of the total quoted price.
- **Refunds:** Refunds will only be issued for work not performed or materials not used, and are subject to a 10% administrative processing fee unless waived at the Company's discretion.

By accepting a Service from Marvin Drilling Service LLC, the Customer acknowledges and agrees to these Terms and Conditions.

CUSTOMER NAME

CUSTOMER SIGNATURE & DATE