

Able Fire Prevention
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Bill To
LIVINGSTON MANAGEMENT
225 West 35th Street, 14th Floor
New York, NY 10001

www.ablefire.com

Invoice No.	10009958	Service Location	534 WEST 42ND STREET
Invoice For	Inspection Job #31161495 (09/15/2023)		534 WEST 42ND STREET
Transaction Date	9/19/2023		NEW YORK, NY 10001
Due Date	10/4/2023 (Net 15)		

Code	Item	Svc	Qty	Unit Price	Tax	Amt
N-SF	Service Fee (Standard Site Visit)	EXT	1	\$100.00	\$8.88	\$108.88
N-ICT	Inspect, Check & Tag	EXT	25	\$14.95	\$33.17	\$406.92
SUBTOTAL						\$473.75
TAX @ 8.875%						\$42.05
GRAND TOTAL						\$515.80

Terms & Conditions

1. **SERVICES:** ABLE agrees to install or service the equipment specified in accordance with these terms and conditions. Customer acknowledges that ABLEs pricing is based on Customers acceptance of each of these terms and conditions.

2. **LIMITATION OF LIABILITY:** The Customer agrees that ABLE is not liable for losses of any kind or nature in the event of malfunction or non-function of any system provided by ABLE, even if due to ABLE's negligence, failure to perform, or for any other reason. The Customer shall maintain all applicable insurance to cover injury, property loss, and damage to real and personal property located on Customers premises. Customer agrees that ABLEs liability to Customer shall be limited to the lesser of one-thousand dollars (\$1,000) or ten (10%) of the purchase price of the system. For the avoidance of doubt, in no event will ABLE ever be deemed an insurer of Customer.

3. **LIMITED EQUIPMENT WARRANTY:** ABLE warrants the equipment provided to Customer will be free from defects in material and workmanship for a period of one (1) year from the date of installation of Customers system. If, during this warranty period, any of the equipment or parts are defective, they will be repaired or replaced, at ABLEs sole and exclusive option, free of charge. This warranty will not apply if the damage or malfunction in the equipment occurs due to the actions or inactions of Customer.

ABLE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ABLE, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. IN THE EVENT THAT A STATE DOES NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, ABLES LIABILITY WILL BE LIMITED TO THE MAXIMUM PERMITTED UNDER APPLICABLE LAW.

4. **INDEMNIFICATION:** Customer shall indemnify and hold ABLE harmless from and against any claim or liability arising from Customers tampering, alteration, adjustment, disturbance, or other interference with the equipment supplied by ABLE and for the interconnection by anyone other than ABLE of equipment supplied by ABLE. Customers sole remedy in the event of defects in equipment shall be against the manufacturer of the equipment.

5. **FORCE MAJEURE:** ABLE shall not be held responsible or liable for damages or delays beyond ABLEs reasonable control.

6. **LIMITATIONS PERIOD:** Any claim by Customer against ABLE must be brought within one (1) year after the Customer knew, or should have known, of the events giving rise to the claim, time being of the essence.

7. **TITLE TO EQUIPMENT:** ABLE retains a security interest in the equipment sold to Customer hereunder, until the purchase price for the equipment has been paid in full.

8. **THIRD PARTY RIGHTS:** ABLEs agreements with Customer shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

9. **ASSIGNMENT:** ABLE shall be permitted to assign its agreement with Customer without customers consent.

10. **NO SUBROGATION:** Both parties do hereby, for themselves and on behalf of any parties claiming under, or through, them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

11. **ENTIRE AGREEMENT:** The terms set forth herein may not be changed, modified, or varied, except in a writing signed by authorized representative

of both parties. Customer hereby acknowledges that it has read, and agrees to be bound by, these terms and conditions. Should any provision of this agreement be held unlawful or unenforceable, the remaining portions of the agreement shall remain in full force and effect.