

# TERMS OF SERVICE

## Comhood – Commercial Hood Safety

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### 1. Acceptance of Terms

By accessing or using the Comhood website or by requesting any services provided by Comhood ("Company," "we," "us," or "our"), you ("Client" or "you") agree to be bound by these Terms of Service. If you do not agree to these Terms, you must not use our website or services.

These Terms constitute a legally binding agreement between you and Comhood. We reserve the right to update these Terms at any time. Continued use of our website or services following any changes constitutes acceptance of the revised Terms.

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### 2. Description of Services

Comhood provides the following professional services to commercial clients:

- Commercial kitchen exhaust hood design and installation
- Fire suppression system inspection and certification
- Code compliance consulting for commercial kitchen ventilation systems
- Maintenance and upgrade services for existing hood and suppression systems

Our services are available to businesses located in Ohio, Kentucky, Indiana, and Wisconsin. We serve restaurants, hotels, hospitals, schools, and other commercial establishments of all sizes.

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### 3. Service Quotes and Project Agreements

#### 3.1 Free Quotes

We offer free, no-obligation project quotes. A quote is not a binding contract. Work will only commence upon execution of a written Service Agreement or signed work order between both parties.

#### 3.2 Pricing

All quoted prices are valid for thirty (30) days from the date of issuance unless otherwise stated in writing. Prices may be subject to change if the scope of work changes after the quote is issued. There are no hidden fees — all costs will be itemized clearly in your quote.

#### 3.3 Scope of Work

Any changes to the agreed scope of work must be approved in writing by both parties prior to commencement of the additional work. Change orders may affect the total project cost and timeline.

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## 4. Client Responsibilities

To ensure successful project completion, you agree to:

- Provide accurate and complete information about your facility, equipment, and project requirements
- Ensure that our technicians have safe and timely access to the work site at scheduled times
- Notify us immediately of any known hazards, existing damage, or site conditions that may affect the work
- Obtain any necessary permits or approvals required by your local jurisdiction prior to the start of work, unless otherwise agreed in writing
- Ensure all utility services (gas, electricity) are safely accessible as required for the project

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## 5. Code Compliance

Comhood installs and inspects systems in accordance with applicable local and national building codes, fire safety standards, and regulations in the states of Ohio, Kentucky, Indiana, and Wisconsin. While we make every reasonable effort to ensure full compliance, it is ultimately the Client's responsibility to maintain compliance with all applicable regulations, including scheduling required semi-annual inspections as mandated by your local jurisdiction.

Comhood is not liable for code violations or penalties arising from conditions that existed prior to our work, or from modifications made to systems after our work is completed, or from the Client's failure to schedule required follow-up inspections.

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## 6. Payment Terms

Payment terms will be specified in the written Service Agreement for each project. Unless otherwise agreed in writing:

- A deposit may be required prior to scheduling or commencement of work
- Remaining balance is due upon project completion
- Invoices not paid within thirty (30) days of the due date may be subject to a late fee of 1.5% per month
- Comhood reserves the right to suspend or cancel services for non-payment

All payments must be made in U.S. dollars. Accepted payment methods will be communicated at the time of invoicing.

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## 7. Cancellations and Rescheduling

We understand that schedules can change. To avoid cancellation fees, please provide at least forty-eight (48) hours notice prior to your scheduled service appointment. Cancellations made with less than 48 hours notice may be subject to a cancellation fee as specified in your Service Agreement. Any deposits paid may be forfeited for late cancellations at our discretion.

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## **8. Warranties and Workmanship**

Comhood warrants that all installation and inspection work will be performed in a professional and workmanlike manner, consistent with industry standards. Specific warranty terms, including duration and coverage, will be detailed in the written Service Agreement for each project.

Our warranty covers defects in workmanship resulting directly from our installation or service. It does not cover:

- Damage caused by misuse, neglect, or unauthorized modifications
  - Normal wear and tear
  - Damage resulting from accidents, fire, flood, or other external causes
  - Equipment or components not installed by Comhood
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## **9. Limitation of Liability**

To the fullest extent permitted by applicable law, Comhood's total liability to you for any claims arising out of or relating to our services shall not exceed the total amount paid by you to Comhood for the specific project giving rise to the claim.

Comhood shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business, or business interruption, even if we have been advised of the possibility of such damages.

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## **10. Indemnification**

You agree to indemnify, defend, and hold harmless Comhood and its officers, employees, contractors, and agents from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms; (b) your negligence or willful misconduct; (c) inaccurate or incomplete information you provided to us; or (d) any modifications to our work made by you or a third party without our written consent.

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## **11. Website Use**

### **11.1 Permitted Use**

You may use the Comhood website for lawful purposes only, including obtaining information about our services and submitting quote requests. You agree not to use the website in any manner that could damage, disable, overburden, or impair it.

## **11.2 Intellectual Property**

All content on the Comhood website, including but not limited to text, logos, images, and graphics, is the property of Comhood and is protected by applicable copyright and trademark laws. You may not reproduce, distribute, or use any website content without our prior written permission.

## **11.3 Accuracy of Information**

We strive to keep the information on our website accurate and up to date; however, we make no representations or warranties about the completeness or accuracy of any website content. Service availability, pricing, and service areas are subject to change without notice.

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## **12. Privacy**

Any personal information you submit through our website (such as your name, contact details, or business information) will be used solely for the purpose of responding to your inquiry or providing you with our services. We do not sell your personal information to third parties. By submitting your information, you consent to our use of it for these purposes.

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## **13. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions. Any dispute arising from or relating to these Terms or our services shall first be subject to good-faith negotiation between the parties. If a resolution cannot be reached, disputes shall be submitted to binding arbitration in Milwaukee, Wisconsin, in accordance with the rules of the American Arbitration Association.

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## **14. Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions of these Terms shall continue in full force and effect.

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## **15. Entire Agreement**

These Terms, together with any written Service Agreement executed between you and Comhood for a specific project, constitute the entire agreement between you and Comhood with respect to the subject matter herein and supersede all prior or contemporaneous communications, whether oral or written.

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## **16. Contact Information**

If you have any questions about these Terms of Service, please contact us:

**Comhood – Commercial Hood Safety**

Phone: (414) 678-1518

Website: [comhood.webflow.io](http://comhood.webflow.io)

Service Areas: Ohio, Kentucky, Indiana, and Wisconsin

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