

## Use

Any person (Further referred as Customer) who uses services of Drafting & Design by Mikhail (Further referred as DDM or Contractor) by endorsing this agreement certifies that she or he is not a minor, and is at least 18 years of age or older. Use of any services provided by DDM by minors is prohibited.

By signing this agreement, User certifies that all the information submitted is true and reflects his/her real name, address, email address, phone numbers, age, Business name, and any other information registration form may contain.

Registering as business entity, by providing business name and his/her occupation certifies user's authority to bind the entity to this Agreement.

If user does not have an Authority to represent business entity, he/she may not sign this agreement.

## Submission and Disclosure of Information

Any information provided by User to DDM through registration, feedback or submittal forms, contractual agreement, or over the telephone, or fax or mail is confidential. However, any such information may be reflected on contractual documents submitted to third parties. By submitting your personal information to DDM you agree to waive all legal and other rights, and you agree not to bring any legal or official action against DDM for improper use of this information by parties other than DDM.

## Warranties

Mikhail Tsinadze DBA Drafting and Design by Mikhail assumes no responsibilities and provides no warranties for any property or personal or other damages caused by manufacturing errors, improper use or alterations made to the drawings or end product provided by DDM after work acceptance.

## Limitation of Liability

DDM will not be liable for any damages of any kind including without limitation direct, indirect, incidental, special, punitive and consequential damages, arising out of or in connection with this agreement, the services, the inability to use the services or those resulting from any goods or services purchased or obtained or transactions entered into through the services or site whether such damages arise under contract, negligence, liability, infringement or otherwise.

## Payment Terms and Conditions

The Undersigned User agrees to promptly make payments of all Drafting & Design by Mikhail invoices within the terms and conditions stated on each invoice and within contractual agreement. The terms agreed upon herein in this contract shall be deemed incorporated in each such invoice; however, to extent that the terms of the invoices may be contradictory to terms herein, the terms of the invoices shall supersede terms herein.

All C.O.D. or "Balance Due upon Completion" agreements require credit or debit card number on file. If payment is not made within 5 days from due date shown on signed contract, the balance owed will be charged to that credit card.

By signing this agreement:

I authorize Drafting & Design by Mikhail to charge my credit or debit card for any amounts that are more than 5 days over the due date shown on signed contract. If my credit or debit card is expired or cancelled or lost or stolen, I agree to provide new card number and expiration date.

If your credit or debit card expires, or you cancel it for any reason, or it is stolen or lost or it is declined for payment, you agree to provide new card number, expiration date and name on the card and security code. You also Authorize Mikhail Tsinadze

(D.B.A. Drafting & Design by Mikhail) to obtain new card information directly from credit or debit card bank, and charge your card for full balance owed plus any interest and late fees.

If past due balance is not paid within 30 days, 1.5% monthly interest (18% annual interest) will be applied to remaining balance, or as applicable by law.

No new orders or change orders can be placed, or any amount of credit or drafting miles used if there is past due balance on the account. There is 5 Day grace period from due date shown on the invoice. Any payment not received after 5 days from due date is considered late and is subject of \$15 late fee.

All credit or debit card payments are final. By clicking "I Agree" button or signing payment authorization slip or signing and submitting credit application or by signing contractual agreement or proposal, to drafting & Design by Mikhail, you authorize Drafting & Design by Mikhail to charge your credit or debit card as stated on the receipt or on the credit application or invoice.

### Drafting Miles

Please note that drafting miles cannot be used to cover or replace monthly payments. Miles credit can be combined with any of the above C.O.D. or other approved account options and will be deducted from total balance upon payment arrangement.

Miles are available only on paid balances. If there is outstanding overdue balance on your account, number of pending drafting miles and current miles will not be available until balance is paid off.

Miles cannot be used with past due accounts. If you miss your monthly payment, or your card is declined, or we have not received your payment as agreed, All available Drafting Miles will be suspended, until complete balance on any and all invoices are paid in full. Your miles will be reinstated after all balances and interest is paid in full.

Drafting Miles can be used only with new orders. Change orders cannot be covered or paid with Drafting Miles. Any additional job with same residence or same name (split work) will be considered as change order.

Invoices covered in full by Drafting Miles will not generate additional Drafting Miles. Number of pending miles will be recalculated to actual payments made.

All available Drafting Miles are valid for one year from the date they become available. When any number of pending miles are moved from pending status to available status, validity of total number of available miles is extended to one year period.

### Cancellation

This agreement can be canceled at any time for any reason by either party, DDM or User. If agreement is cancelled by Customer, DDM will retain part of the payment made to DDM which is equal to the work completed up to the time and date of cancellation. If work completed by the time and date of cancellation is greater than amount paid by Customer, DDM will invoice Customer for difference.

If agreement is cancelled by DDM, all the work performed and completed for Customer will be retained by Customer and Money for work not performed up to cancellation date and time will be refunded to the Customer. If Amount of work completed exceeds amount of money paid by customer, customer may elect not to pay.

By signing this agreement or proposal on the date shown on proposal

I \_\_\_\_\_ agree to terms and conditions described above and

You are hereby authorized to furnish all the equipment and other means necessary to complete the work described in the proposal.