

Even Flow Inc.

Master Terms & Conditions

Version EF-TC-2026-09-27-v4 · Effective September 27, 2026

For agreements adopting this version. Previously accepted agreements retain their original terms.

By accepting an estimate, proposal, contract, work authorization, change order, invoice, or service from Even Flow Inc. ("EFI"), Customer agrees to the following Terms & Conditions.

1. ACCEPTANCE; ELECTRONIC SIGNATURES AND DELIVERY.

Customer agrees that estimates, proposals, contracts, change orders, invoices, notices, disclosures and other documents may be created, signed, accepted and delivered electronically. Electronic signatures, electronic acceptance, payment in whole or in part, authorization to begin work, or a signed check delivered in connection with the work may constitute acceptance of the applicable agreement and these Terms to the extent permitted by law. Customer consents to electronic delivery and is responsible for maintaining a working email address or other agreed electronic contact method. Nothing herein waives any non-waivable cancellation or other legal right.

2. EMERGENCY WORK AND CANCELLATION RIGHTS.

Plumbing, heating, air-conditioning, water-loss, no-heat, no-cooling, active-leak, sewer and similar conditions may require immediate work. When Customer requests immediate emergency work, EFI may begin as authorized by Customer and permitted by law. Any statutory cancellation right that cannot legally be waived remains in effect.

3. SCOPE OF WORK; EXISTING CONDITIONS; SUBCONTRACTORS.

EFI will perform only the labor, services, equipment, parts and materials specifically described in the accepted estimate, proposal, work authorization or change order. Work required because of concealed conditions, code deficiencies, inaccessible components, damaged or unsuitable existing systems, inaccurate information, unforeseen site conditions or work by others is additional unless expressly included. Connections to existing systems are subject to those systems being serviceable, compatible, accessible and capable of accepting the proposed work. EFI may use properly licensed or otherwise qualified subcontractors where appropriate. Customer shall not back-charge, deduct, offset or withhold amounts from EFI without EFI's prior written agreement.

4. CUSTOMER ACCESS; UTILITIES; INSPECTIONS.

Customer shall provide EFI and its employees, subcontractors, inspectors and authorized representatives safe, timely and reasonable access to all areas necessary to perform, inspect, test, photograph, document, service or complete the work. Customer shall provide, without charge or deduction from EFI's invoice, reasonable use of available water, sewer, electricity, toilets, elevators, hoists, parking/access and other existing site utilities or facilities reasonably required for the work. Customer shall provide prompt access for required inspections. Customer is responsible for arranging access through tenants, occupants, property managers or others controlling the property. Costs, waiting time, return trips, reinspection fees, delays or violations caused by Customer's failure to provide required access are Customer's responsibility.

5. PRICING; ADDITIONAL WORK; PAYMENT.

Unless otherwise stated in writing, all invoices are due upon receipt. EFI may require deposits, progress payments, payment for delivered or specially ordered materials and payment for completed phases. Additional work, change orders, extras and all invoices issued in conjunction with the main work must be paid when due. EFI may suspend or decline to continue any portion of the work until all amounts then due are paid. Suspension for nonpayment does not constitute abandonment or breach and may extend the completion schedule. EFI retains all lawful lien, collection and contractual remedies. Customer shall reimburse reasonable collection costs and attorneys' fees to the extent permitted by law.

6. FREE ESTIMATES; DIAGNOSTIC AND CHARGEABLE ESTIMATES.

A free estimate, when offered, applies only to qualifying residential prospective work that can reasonably be evaluated by visual inspection of readily accessible conditions without tools, diagnostic testing, disassembly, troubleshooting, specialized instruments, equipment operation, research, design, calculations or specialized reports. EFI may charge for diagnostic work, troubleshooting, testing, design, consulting, detailed takeoffs, commercial/retail/industrial or income-producing-property estimates, real-estate sale/purchase/listing evaluations, insurance-related estimates, code research, inaccessible conditions or estimates requiring tools or substantial technical time. Applicable charges will be disclosed when reasonably known before the chargeable service is performed.

7. MATERIALS; EQUIPMENT; AVAILABILITY.

Materials and equipment are subject to availability. If specified materials or equipment become temporarily or permanently unavailable for reasons beyond EFI's control, EFI may reasonably extend the schedule, propose a comparable substitute, adjust the price for documented differences, or omit the unavailable item with an appropriate adjustment. Special-order, custom, opened, installed or nonreturnable items may be nonrefundable to the extent permitted by law. Manufacturer specifications and availability may change without notice.

8. ENVIRONMENTAL AND HAZARDOUS CONDITIONS.

Unless expressly included in writing, EFI's work excludes identification, testing, abatement, remediation, cleanup, removal, handling or disposal of asbestos, lead, PCBs, mold, biological contaminants, hazardous waste, contaminated soil or other hazardous or regulated substances. EFI may stop affected work until such conditions are evaluated and addressed by an appropriately qualified party. Additional lawful costs associated with such conditions are Customer's responsibility unless otherwise agreed in writing.

9. WARRANTY.

Any EFI labor or workmanship warranty applies only as expressly stated in the applicable proposal, invoice or written warranty and is conditioned on timely payment, normal use, proper maintenance and no unauthorized alteration or repair. Manufacturer warranties are subject to manufacturer terms, exclusions, registration requirements and remedies. Warranty service excludes conditions caused by abuse, neglect, lack of maintenance, freezing, flooding, power problems, water quality, pre-existing defects, improper work by others or conditions outside EFI's control. EFI does not warrant equipment, parts or materials supplied by others except as EFI expressly agrees in writing.

10. DRAIN CLEANING, SEWER CAMERA AND 7-DAY CLOG-FREE WARRANTY.

Drain cleaning, snaking, jetting and camera work involve existing piping whose condition may be unknown. Customer acknowledges the possibility of deteriorated, collapsed, broken, misaligned, obstructed or otherwise defective piping. If EFI equipment becomes stuck, lost or damaged because of the condition or configuration of Customer's piping, Customer may be responsible for reasonable recovery, repair or replacement costs to the extent permitted by law. Unless otherwise stated on the invoice, EFI warrants a drain cleared by snaking to remain open for seven (7) days when proper cleanout access exists. This warranty excludes collapsed, damaged, misaligned, root-intruded, grease-loaded, improperly pitched or defective piping and stoppages involving foreign objects including wipes, rags, sanitary products, toys or construction debris.

11. CODE COMPLIANCE; PERMITS; EXISTING PROPERTY.

Unless specifically included, EFI's price does not include permit, application, filing, inspection, reinspection, certificate or professional fees; engineering or architectural services; drawings, calculations, surveys, plot/site plans; zoning approvals or variances; utility charges or requirements; third-party testing/certification; environmental services; bonds/deposits; road-opening permits; police/traffic control; or similar expenses. It also excludes correction of pre-existing violations and upgrades or alterations required to existing systems unless specifically included. A requirement does not become part of EFI's original scope or price merely because an inspector, municipality, utility, engineer, architect or other authority requires or identifies it. When EFI advances, coordinates or furnishes excluded items, they are additional charges.

12. DELAYS AND SCHEDULING.

Dates and completion times are estimates unless expressly guaranteed in writing. EFI is not responsible for delays caused by weather, emergencies, labor conditions, supply-chain conditions, manufacturers, distributors, suppliers, other contractors, subcontractors, utilities, transportation, permits, inspections, concealed/site conditions, Customer acts or omissions, governmental action or other circumstances beyond EFI's reasonable control. Performance time shall be reasonably extended for such delays, Customer-requested changes and nonpayment.

13. INSURANCE; CUSTOMER-SPECIFIC REQUIREMENTS.

EFI maintains insurance coverage it elects or is legally required to maintain. EFI is not responsible for additional or increased workers' compensation, employer's liability, general liability, automobile, umbrella/excess, project-specific coverage, bonding, additional-insured endorsements, primary/noncontributory endorsements, waivers of subrogation, certificates or other requirements above EFI's existing coverage. If EFI agrees to obtain additional coverage or endorsements, all related premiums, fees and costs are Customer's responsibility unless EFI agrees otherwise in writing. Such costs may not be deducted, back-charged or offset against amounts owed to EFI.

14. LIABILITY; PROPERTY AND CONSEQUENTIAL LOSS.

To the fullest extent permitted by law, EFI is not liable for special, incidental, indirect, exemplary or consequential damages, including loss of use, profits, business or rent, arising from matters outside EFI's contracted scope, pre-existing or concealed conditions, failures of existing systems or circumstances outside EFI's reasonable control. Nothing herein excludes liability that cannot legally be excluded or limited.

15. TAXES; FEES; EXEMPTION DOCUMENTATION.

Prices do not include sales, use, excise, permit, inspection, filing, disposal, freight, governmental or similar taxes and fees unless expressly stated. Customer is responsible for timely providing EFI with a properly completed, accurate and legally valid exemption certificate or other documentation supporting any claimed tax exemption or special tax treatment. A certificate or form not actually submitted to EFI does not relieve Customer of responsibility for applicable tax. If EFI does not collect tax in reliance upon documentation supplied by Customer and the exemption is later rejected or disallowed, Customer remains responsible for the underlying tax and, to the extent permitted by law, resulting interest, penalties, assessments, professional fees or other reasonable costs. Customer shall cooperate in any subsequent audit or review. These obligations survive completion and final payment.

16. DOCUMENTS; PROJECT INFORMATION; INTELLECTUAL PROPERTY AND RESTRICTED USE.

16.1 Ownership and purpose. Even Flow Inc. ("EFI") retains the intellectual-property rights it owns in EFI-created estimates, proposals, contracts, scope descriptions, drawings, diagrams, layouts, calculations, diagnostic reports, photographs, pricing presentations and other original project materials ("EFI Materials"). EFI Materials are furnished to the named Customer for evaluating EFI's proposal, authorizing and administering the applicable work, and retaining records of that work. Delivery or payment does not transfer copyright or authorize commercial reuse unless EFI expressly agrees in writing. Third-party materials remain subject to their owners' rights. EFI will provide manufacturer documentation received with installed equipment when reasonably available.

16.2 Limited customer use and records.

Customer may retain, download and make reasonable copies of EFI Materials for the project and Customer's records. Customer may share them as reasonably necessary with co-owners, authorized property representatives, attorneys, accountants, insurers, lenders, inspectors, permitting authorities and other professional advisers assisting with the project, a claim or a dispute. These permissions include reasonable disclosure needed to maintain, repair or safely operate completed work. Recipients may not use this permission as authorization to commercially reproduce EFI's original work.

16.3 Competitor disclosure and reproduction.

Subject to the permissions and legal protections in this section, Customer shall not provide, show, forward or otherwise make EFI Materials available to a competing contractor or supplier for the purpose of reproducing EFI's original proposal, design, calculations, itemized pricing presentation or project-specific written solution, or using those materials as a template for a competing bid, without the prior express written consent of Even Flow Inc.. Customer shall not commercially reproduce, sell, license, republish or publicly upload EFI Materials, including copies or screenshots on websites, social media, forums or public document repositories, except as expressly permitted here or by law. This restriction does not prevent Customer from obtaining independent bids, seeking a legitimate second opinion, describing Customer's needs or comparing factual prices and services. Necessary disclosure for independent safety, defect or dispute assessment is permitted.

16.4 Confidential information.

Nonpublic proprietary designs, internal cost information or other confidential business information supplied by EFI must be identified as confidential, or be information a reasonable recipient would understand to be confidential from its nature and the circumstances. Customer shall use such information only for the permitted project purposes and disclose it only as reasonably necessary to permitted recipients. Public information, information already lawfully known to Customer, independently developed information and information lawfully received without a confidentiality obligation are excluded. EFI does not designate the entire customer relationship, every contract term, or the fact or amount of a transaction as confidential merely by this clause.

16.5 Consumer rights and required disclosures.

Nothing in this section prohibits or penalizes an honest review, a lawful complaint, discussion of Customer's experience, or disclosure protected by law. Customer may communicate with attorneys, insurers, courts, law enforcement, licensing boards and government or consumer-protection agencies, and may provide documentation reasonably necessary to exercise legal rights or comply with legal process. Customer retains ownership of Customer's reviews and original content. Fair use and other applicable legal exceptions remain available. No notice to or permission from EFI is required for protected reporting or legally protected communications.

16.6 Scope of protection.

EFI claims only rights it actually owns. This section does not create copyright in facts, prices, general ideas, standard trade methods, code requirements, manufacturer information or other unprotectable material. Product information may change or contain errors; project materials should be read with the agreed scope and applicable manufacturer instructions. EFI may pursue remedies available under applicable law for actual infringement or breach of an enforceable obligation; no automatic penalty or predetermined damages are imposed by this section.

16.7 Free and paid estimates; final documents and working materials.

Whether an estimate is free or paid, Customer will receive the final estimate, agreed written findings or recommendations, and any specifications, disclosures or other documents required by applicable law or expressly included in the agreed scope. Unless expressly included in that scope or required by law, internal field notes, supporting measurement records, EDR worksheets, calculations, preliminary drawings, drafts, internal photographs and videos, editable files and other working materials are not included deliverables. Even Flow Inc. retains the rights it owns in these materials. Payment for preparing an estimate does not itself purchase those materials or transfer intellectual-property rights. Any additional transfer or license requires the prior express written consent of Even Flow Inc. This provision remains subject to the customer-use permissions, required disclosures and legal protections in sections 16.2–16.6; it does not create exclusive ownership of underlying facts or of customer-owned or third-party materials.

16.8 Project photographs and video.

Project documentation and trade coordination are subject to the authorization separately obtained from Customer or an authorized property representative. Relevant authorized media may be shared with subcontractors and specialists for the project. Public advertising and promotional use require separate permission; accepting this contract alone does not grant promotional permission. Customer retains rights in customer-supplied media. Even Flow Inc. retains only the rights it owns in company-created media. Permissions do not authorize recording private conversations or depicting identifiable people without separate permission. See the project media authorization and Privacy Policy for purposes, restrictions and withdrawal of future promotional permission.

17. CHANGES; ENTIRE AGREEMENT; SEVERABILITY; GOVERNING LAW.

The accepted proposal, estimate, work authorization, change order, invoice where applicable, these Terms and incorporated written documents constitute the agreement for the applicable work. Changes to EFI's scope, price or contractual obligations must be accepted by EFI in writing or electronically. If any provision is invalid or unenforceable, the remaining provisions remain effective to the fullest extent permitted by law. New Jersey law governs unless applicable law requires otherwise.

18. CUSTOMER ACKNOWLEDGMENT.

Customer acknowledges the opportunity to review the scope, price, payment terms, these Terms and applicable cancellation notice before acceptance. Acceptance does not waive rights that cannot legally be waived.

Notice to Consumer

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR
2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

Even Flow, Inc
115 W. Passaic Ave
Rutherford, NJ 07070

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

New Jersey Division of Consumer Affairs complaint phone numbers: 800-242-5846 or 973-504-6200.