



PRODUCT AND SERVICE AGREEMENT

Date 4/10/2026

Job Number _____

NEVA Corporation (hereinafter "Contractor")
11350 Brittmoore Park Dr.
Houston, Texas 77041

Customer Name BELLVILLE I.S.D. (hereinafter "Customer")
Address 518 S.MATHEWS ST. BELLVILLE , TEXAS 77418
Location of Equipment O BRYANT INTERMEDIATE SCHOOL

This Agreement is to confirm the undersigned Customer's request for service and/or materials (including parts and components) on the following equipment:

QUANTITY	MANUFACTURER	MODEL#	SERIAL#	DESCRIPTION
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DESCRIPTION OF WORK RECOVERY OF UNITS, REMOVAL OF UNIT AND TRANSPORTED , UNITS TO BE REMOVED AND RE-INSTALLED

DESCRIPTION OF WORK	PRICE
4 - 3 TON TXV'S (BLDG. #4) 1 - 5 TON TXV	\$1,411.00
25 - LBS. 410A REFRIGERANT	\$300.00
7 - HRS. 23 TON CRANE (BLDG. #3) WILL BE UTILIZED TO MOVE 1 PACKAGE UNIT WEST END	\$2,000.00
2 - DUCT TRANSITIONS	\$850.00
5 - REFRIGERANT DRIERS	\$298.00
5 - MISC. MATERIALS TO INCLUDE: NITROGEN, BRAZING MATERIALS , FITTINGS, COPPER AND LEAK CHECKING MATERIALS	\$1,000.00
18 - RECOVERY's	\$900.00
208 LABOR HRS. S.T.	\$27,040.00
TRUCKS, INS. AND SAFETY COMPLIANCE @ 5 % OF LABOR	\$1,352.00
6 - UNITS ARE TO BE MOVED	

Contract Price* TOTAL \$35,151.00
 Sales Tax Included Yes No

ACCEPTED: "CUSTOMER"

 By _____
 Title _____
 Date _____

NEVA CORPORATION: "CONTRACTOR"
 By DAVID STARK
 Title SERVICE MANAGER
 Date April 10, 2026

*It is mutually understood by the parties hereto that due to the complexity of the equipment, as the work progresses often times there is encountered the need (for additional repairs) (a more detailed inspection) which could not have been anticipated at the time this agreement was signed. Therefore, the contract price, subject to the provisions herein, may be adjusted However, Contractor shall notify Customer of the (additional repairs) (Inspection). If Customer does not notify Contractor to proceed with such (additional repairs) (Inspection) then in such event Customer agrees to pay contract price or the price of work performed and/or materials furnished, whichever is less.

The undersigned Customer affirms that prior to Contractor's performance of labor and/or furnishing materials (he) (she) has read the entire Agreement and agrees to the terms and conditions appearing on the front AND REVERSE SIDE HEREON. This proposal shall become a binding agreement when accepted and signed by Purchaser and when approved by management of NEVA Corporation, as Sellers, at the spaces provided for below.

Terms and Conditions

1. AGREEMENT

THIS AGREEMENT INCLUDING THESE TERMS AND CONDITIONS CONSTITUTES THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO. CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS LIMITED TO THE TERMS AND CONDITIONS HEREOF, AND WRITTEN COMMUNICATION, COMMENCEMENT PERFORMANCE, OR MAKING DELIVERIES HEREUNDER CONSTITUTES SUCH ACCEPTANCE, NOTWITHSTANDING CUSTOMER'S PROPOSALS OR TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE SET FORTH IN THIS AGREEMENT. THE CUSTOMER'S QUOTATION OR OTHER DOCUMENTS ARE INCORPORATED IN AND MADE A PART OF THIS AGREEMENT ONLY TO THE EXTENT OF SPECIFYING THE NATURE AND DESCRIPTION OF THE GOODS AND SERVICES ORDERED, AND THEN ONLY TO THE EXTENT THAT SUCH ITEMS ARE CONSISTENT WITH THE OTHER TERMS OF THIS AGREEMENT. NO COURSE OF PRIOR DEALINGS BETWEEN PARTIES AND NO USAGE OF THE TRADE SHALL BE RELEVANT TO SUPPLEMENT OR EXPLAIN ANY OF THE TERMS OR CONDITIONS HEREOF.

2. PAYMENT

Customer shall be invoiced by Contractor for the product(s) and service(s) provided and/or rendered under this Agreement and all materials associated therewith at the time services are rendered or product delivered, unless otherwise agreed in writing. All sums owed by Customer to Contractor with respect to this Agreement are due and payable on the date of the invoice. The net amount of the invoice is to be paid in full within 30 days of the date of invoice. Customer specifically agrees with Contractor that any invoiced sum that has not been paid by Customer within 30 days from the date of the invoice shall bear interest at a rate equal to the maximum for which Contractor and Customer could lawfully contract with respect to such payment under the applicable laws of the state in which Customer has its principal place of business or the United States of America, whichever is higher. Contractor's right to charge interest under this paragraph is in addition to all of its other rights and remedies under law. Further, unless specifically enumerated herein, the contract price does not include the cost of performance bonds, payment bonds, or federal, state or local taxes including but not limited to excise, privilege, occupation, use or sales taxes. Moreover, in opinion of Contractor, the financial condition of the Customer at any time does not justify continuance of materials or services to be delivered or if Contractor believes that payment by Customer hereunder may be impaired, Contractor may require full payment by Customer in advance and may suspend Contractor performance hereunder.

3. DELAYS AND EXTENSION OF TIME

Contractor agrees to commence and complete performance hereunder within a reasonable time. However, if the Contractor is delayed at any time in the progress of completion of performance hereunder to be rendered by any act or neglect of the Customer, or by an employee of the Customer, or by condition(s) of the equipment or work place which could not have been discovered by reasonable inspection prior to commencement of the work, or by changes ordered in the work, or by Acts of God, or any Act of Government affecting materials, parts or components, or strikes or labor troubles causing cessation, slowdown or interruption of work or inability after due and timely diligence to procure materials, accessories, equipment, parts or components, or due to any other cause to the extent it is beyond Contractor's control or not occasioned by Contractor's fault or negligence, then in either event said delay shall be considered excusable and the Contractor shall be afforded an opportunity to complete performance within a reasonable time subsequent to termination of the cause of any delay. If any such delay is due to the Customer, Contractor reserves the right to adjust its quoted price to reflect any increase cost to Contractor.

4. WARRANTY

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR OTHERWISE (EXCEPT AS TO TITLE), OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD AND SERVICES COMPLETED BY CONTRACTOR, AND NO ALTERNATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID.

CUSTOMER HEREBY ACKNOWLEDGES THAT CERTAIN WARRANTIES MAY BE MADE BY THE MANUFACTURER OR MANUFACTURERS OF VARIOUS EQUIPMENT AND PORTIONS OF THE PROPERTY INSTALLED, BUT IT IS EXPRESSLY AGREED BETWEEN CUSTOMER AND CONTRACTOR THAT SUCH WARRANTIES, IF ANY, MADE BY THE MANUFACTURER(S) OF ANY SUCH PROPERTY ARE AGREEMENTS BETWEEN THE CUSTOMER AND SAID MANUFACTURERS AND THE CONTRACTOR IS IN NO WAY A PARTY TO SAID WARRANTY AGREEMENT OR AGREEMENTS, IF ANY. CONTRACTOR WARRANTS TO CUSTOMER THAT FOR ALL ITEMS NOT SUBJECT TO OTHER MANUFACTURERS WARRANTIES THAT IMPROVEMENTS ON THE PROPERTY SHALL BE NEW AND FREE FROM MATERIAL DEFECTS IN MATERIAL AND WORKMANSHIP. THE FOREGOING WARRANTY SHALL APPLY TO TERMINATE NO LATER THAN THIRTY (30) DAYS FROM INVOICE DATE. IF THE PRODUCTS AND SERVICES DELIVERED HEREUNDER DO NOT MEET SUCH WARRANTY SPECIFIED IN THE FOREGOING, ASSUMING NORMAL AND PROPER USE AND MAINTENANCE OF THE PROPERTY AFFECTED AND NO CASUALTY TO THE PROPERTY BEYOND THE CONTROL OF CONTRACTOR, CUSTOMER SHALL PROMPTLY NOTIFY CONTRACTOR AND MAKE THE AFFECTED PROPERTY AVAILABLE FOR INSPECTION. CONTRACTOR SHALL THEREUPON CORRECT ANY APPLICABLE DEFECT BY REPAIRING OR REPLACING ANY DEFECTIVE OR DAMAGED PARTS AT THE ELECTION OF CONTRACTOR.

THE ABOVE WARRANTY SHALL NOT APPLY IF THE GOODS OR ANY ACCESSORY OR PART:

- I. is not operated or maintained in accord with Contractor's applicable written instructions; or
- II. a defect in goods or parts is caused by the effects of external or internal physical or chemical properties; or
- III. if the defect is caused by negligence by Customer or third parties

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR NATURE. THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE CUSTOMER AND THE SOLE LIABILITY OF CONTRACTOR WITH RESPECT TO CLAIMS BASED UPON WARRANTY, HOWEVER INSTITUTED AND UPON THE EXPIRATION OF THE WARRANTY PERIOD AS HEREIN DESCRIBED. ALL SUCH LIABILITY SHALL TERMINATE. CUSTOMER ACKNOWLEDGES THAT HE HAS READ, UNDERSTOOD AND AGREED TO THE CONTENTS OF THESE PROVISIONS AS WELL AS THE REMAINDER OF THE AGREEMENT AND THAT THIS PARAGRAPH SPECIFICALLY IS A PART OF THE BARGAINING AND NEGOTIATING OF THE AGREEMENT.

5. SECURITY INTEREST AND RIGHT OF ENTRY

Customer has and does by these presents grant to Contractor and Contractor has and does hereby retain a security interest in all material, parts, accessories and all added or substituted parts and equipment, tools accessories and all accounts and proceeds thereof created through the use of the property herein defined in connection with the product and services rendered by Contractor (hereinafter referred to as the "collateral") and the security interest herein granted by Customer and retained by Contractor is to secure payment of the full purchase price and all other charges due and to become due under the terms of the Agreement as well as all indebtedness now existing or hereinafter arising between Customer and Contractor whether direct or indirect. This security interest constitutes a "purchase money security interest" pursuant to the Texas Business and Commerce Code. This instrument is a contract, security agreement and financing statement between the parties hereto. Customer agrees to execute any and all documents, including UCC-1 and other financing statements in connection herewith and does hereby appoint and constitute Contractor as its lawful agent or attorney-in-fact to execute on its behalf any and all such documents required under the Texas Business and Commerce Code to confirm, perfect or otherwise maintain the security interest hereby granted by Customer.

In the event of the failure of Customer to make any payment when due under the terms of this Agreement, or if the Customer shall be unable to meet its obligations when they become due, or shall be adjudicated a bankrupt, or if a receiver shall be appointed for the business or assets of the Customer, or if the machinery is in danger of loss or abuse, or if Contractor in good faith believes the prospect of payment or performance hereunder is impaired, or if Customer fails to perform any other covenant or agreement herein: then in any such event, Contractor may exercise its rights of enforcement under the Texas Business and Commercial Code. In addition to such rights, Contractor may declare the entire unpaid portion of the purchase price or any indebtedness due Contractor immediately due and payable and may immediately enter any premises where it has reason to believe any collateral may be found and take possession of and remove the collateral, with or without legal process, store and/or sell the collateral and such repossession shall not constitute a conversion of Customer's property or act of trespass on the part of Contractor.

Customer agrees to pay the amount of all expenses reasonably incurred by Contractor in efforts to collect the indebtedness secured hereby and in protecting or realizing the collateral. In the event that this Agreement or any obligation secured hereby is referred to any attorney for protecting or defending the priority of Contractor's interest or for collection, Customer agrees to pay a reasonable attorney's fee, including fees incurred in both civil and appellate courts or fees incurred with out suit, or fees incurred incident to the enforcement of all obligations of Customer by any action or participation in or in connection with a case or proceeding under Chapter 7 or 11 of the Bankruptcy Code, or any successor statute thereto; and all court costs and costs of public officials together with the cost of retaking; preparation for resale, sale and all indebtedness secured hereby. Customer shall remain liable for any deficiency remaining after disposition of the collateral in connection herewith. Customer agrees that any notice or communication by Contractor to Customer shall be sent to the mailing address of Customer stated herein and that a period of ten (10) days from the time notice is sent by first-class mail or otherwise shall be reasonable notice of a sale or disposition of the collateral.

6. MISCELLANEOUS

- a. Customer hereby (1) submits his person to the jurisdiction of any court of competent subject matter jurisdiction located in Texas in connection with and (ii) appoints the Secretary of State of Texas, Austin, Texas, as his agent for the purpose of accepting service of process in any action arising out of the transactions evidenced by or surrounding this agreement.
- b. Customer hereby agrees that any action or dispute between Contractor and Customer shall be asserted and maintained in any court of competent subject matter jurisdiction located in Harris County, Texas and that this agreement shall be governed by and construed under the law of the State of Texas.
- c. The Contractor shall not be liable for the corrosive or erosive action of liquids and gases upon any products or goods provided hereunder and no part shall be deemed defecting by reason of its failure to resist physical or chemical action of such elements upon said material. Liability of the Contractor arising out of the design, manufacture, sale or erection of the products hereunder or its use shall not in any case exceed the cost of correcting defects in the material.
- d. Material erected and all material delivered to the site of erection shall be at customer's risk. The title thereto shall remain in the Contractor until payment in full is made by Customer and Customer shall insure same against loss of damage in an amount and manner sufficient to fully protect the interest of the Contractor.
- e. Customer shall assume all risks and liability for damage or loss to all materials, tools or equipment not incorporated in the work and which belong to him and/or are under his control.
- f. Additionally, the Customer assumes all risk of loss or destruction of, or damage to, the equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from making the payments, hereunder, nor from any of the other conditions of this agreement.
- g. If any provision of this Agreement is found to be invalid or unenforceable under existing law, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such provision had never comprised a part of this agreement and shall remain in full force and effect.
- h. This Agreement represents the entire agreement between the parties and may be amended or modified only by written agreement executed by the parties thereto.

The undersigned Customer affirms that prior to Contractor's performance of labor and/or furnishing materials (he) (she) has read the entire Agreement and agrees to the terms and conditions appearing on the front AND REVERSE SIDE HEREON. This proposal shall become a binding agreement when accepted and signed by Purchaser and when approved by management of NEVA Corporation, as Sellers, at the spaces provided for below.