



AUTO DYNAMICS DETAILING

TERMS OF SERVICE AND SERVICE AGREEMENT

Auto Dynamics Detailing • Suffield, Connecticut • (860) 999-4681 • autodynamicsct.com

Version dated August 3, 2026. Effective as of the date of the applicable Estimate, Quote, invoice, or booking.

This Terms of Service and Service Agreement (this "Agreement") is entered into by and between Auto Dynamics Detailing, a mobile detailing business based in Suffield, Connecticut, owned and operated by Tyler C., together with its employees, agents, and independent contractors (collectively, the "Company," "we," "us," or "our"), and the individual or entity identified as the customer on any estimate, quote, invoice, booking confirmation, or work order issued by the Company (the "Customer," "you," or "your"). This Agreement governs all services performed by the Company, including without limitation mobile automotive detailing, boat detailing, fleet detailing, and any add-on or specialty service (collectively, the "Services"), whether performed at the Company's premises, at the Customer's premises, or at any third-party location.

ACCEPTANCE. By (i) signing any estimate, quote, invoice, or work order issued by the Company, whether by ink signature, electronic signature, digital signature captured in the Company's scheduling or invoicing application, or by typing the Customer's name into any field designated for signature; (ii) making any deposit or payment to the Company; (iii) confirming a booking by text message, email, or through the Company's online booking system; (iv) delivering or making available the Customer's vehicle or boat to the Company; or (v) permitting the Company to commence any Service, the Customer acknowledges (a) that the Customer has received a copy of this Agreement or has been given clear and conspicuous notice of, and reasonable access to, this Agreement (including through a link contained in the applicable estimate, quote, invoice, or booking confirmation), (b) that the Customer has read, understood, and agreed to be bound by this Agreement in its entirety, and (c) that this Agreement is incorporated by reference into every such estimate, quote, invoice, or work order. This Agreement is intended to be a legally binding contract enforceable in accordance with its terms. The Customer is advised to consult with independent legal counsel of the Customer's choosing before signing.

CONTRACT FORMATION LOCATION AND TIMING. The parties acknowledge and agree that this Agreement is formed remotely through the Company's online booking system, telephone, text message, email, and/or invoicing application, and is not solicited or executed at the Customer's residence, even where a portion of the Services is or will be performed there. The parties further acknowledge that the Company's standard practice is to book appointments a minimum of five (5) business days after the date the booking is confirmed, so that any statutory cooling-off period applicable to consumer transactions has expired prior to the performance of the Services. If, notwithstanding the foregoing, this Agreement is nonetheless deemed subject to the Connecticut Home Solicitation Sales Act (Conn. Gen. Stat. §§ 42-134a et seq.) or a comparable statute, the Customer's statutory right to cancel within the period provided by such statute shall not be affected, and any deposit will be refunded in accordance with such statute if the Customer timely exercises that right within such statutory window.

1. DEFINITIONS AND INTERPRETATION

- **"Customer"** means the individual or entity for whom the Services are to be performed or who has requested an Estimate or Quote, and includes any person delivering a Vehicle or Boat to the Company on behalf of an owner. Presentation of a Vehicle or Boat by any person constitutes a representation and warranty by that person, and by the owner, that such person is authorized to bind the owner to this Agreement.

- **“Vehicle”** means any motor vehicle, and “Boat” means any watercraft, in each case that is the subject of the Services. References to “Vehicle” in this Agreement shall be deemed to include a Boat where the context so requires.
- **“Estimate”** means a preliminary, non-binding estimate of price based on Customer-provided descriptions or photographs, and is subject to adjustment upon in-person inspection in accordance with Section 3.
- **“Quote”** means a price provided in writing after in-person inspection of the Vehicle, valid for the period stated therein or, if none is stated, fourteen (14) days from issuance.
- **Interpretation.** Section headings are for convenience only. The words “include,” “includes,” and “including” shall be deemed followed by “without limitation.” This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted.

2. SCOPE OF SERVICES

The Company shall perform only those Services expressly described on the accepted Estimate, Quote, invoice, or work order. No additional Services shall be performed except upon written or verbal authorization by the Customer, and any such additional Services shall be billed at the Company’s then-current rates. The Company shall determine, in its sole and reasonable discretion, the methods, products, tools, techniques, and personnel used to perform the Services, provided that the Company shall exercise commercially reasonable professional standards.

- **Boat detailing scope.** The Company’s boat detailing Services consist of a full exterior pre-wash, a contact wash, and a full interior clean-down, priced by the length and condition of the Boat. THE COMPANY DOES NOT CURRENTLY OFFER BUFFING, POLISHING, COMPOUNDING, OR OXIDATION REMOVAL FOR BOATS, and no such service shall be deemed included regardless of the appearance of oxidation or defects. Results on gel-coat and marine finishes are limited by the condition of the finish at intake, and the Company disclaims any warranty as to gloss level, uniformity, or complete removal of oxidation, water stains, or spider cracking on any Boat.
- **Fleet services.** Fleet, commercial, and multi-vehicle Services are performed pursuant to a custom quote based upon vehicle count, size, condition, frequency, and location. Fleet minimums, scheduling windows, and per-vehicle turn-times shall be set forth in the applicable quote.
- **Services expressly excluded.** The following are expressly EXCLUDED from all Services and shall not be performed unless separately quoted and agreed in writing: (i) removal or reinstallation of seats from the Vehicle; (ii) cleaning underneath fixed seat tracks (as seats are not removed); (iii) cleanup of bodily fluids (blood, vomit, urine, feces), which if requested and performed carries a minimum surcharge of one hundred dollars (\$100.00) in addition to the Service price; (iv) glove-box or center-console interior cleaning (unless the compartment is empty and cleaning is expressly requested at booking); (v) the spare tire area or spare tire itself; (vi) the vehicle undercarriage; and (vii) wheel wells (interior fender liners). The Company shall have no liability for the condition of any excluded area.

3. ESTIMATES, QUOTES, AND PRICING

- **Non-binding Estimates.** All Estimates are non-binding approximations based on limited information and may not reflect the actual condition of the Vehicle. The Company expressly reserves the right to revise any Estimate upon in-person inspection.
- **Validity of Quotes.** Quotes are valid for fourteen (14) days from issuance unless otherwise stated in writing.
- **Condition-based revision.** If, upon in-person inspection, the actual condition of the Vehicle differs materially from that described or depicted by the Customer, including the presence of pet hair, sand, mold, mildew, biohazards, bodily fluids, vomit, urine, feces, blood, smoke or nicotine contamination, excessive odor, embedded staining, heavy soiling, spilled liquids, food debris, excessive trash, insect or rodent infestation, prior improper detailing,

defective prior coatings, or any other condition materially increasing the labor, time, or materials required, the Company shall have the right, in its sole discretion, to (i) revise the price upward, (ii) modify or reduce the scope of Services, or (iii) decline the Services altogether. The Customer shall be notified of any revision and may accept the revision or cancel, in which case Section 5 shall apply.

- **Vehicle classification.** Pricing varies by vehicle size, class, weight, seating configuration, and condition (e.g., compact, sedan, coupe, mid-size SUV, full-size SUV, truck, van, cargo van, or specialty vehicle). Vehicle classification for pricing purposes shall be determined by the Company in its reasonable discretion.
- **Promotions.** The Company's advertised new-customer discount is applied automatically to first-time Customer pricing displayed on the Company's website; no promotional code is required. Promotional pricing, discounts, package deals, referral credits, gift-card balances, loyalty-card free services, and coupons may not be combined unless expressly stated in writing, and may be withdrawn or modified at any time prior to booking confirmation. Any promotional offer is limited to one (1) redemption per household per calendar year unless otherwise stated.
- **Taxes.** All prices are exclusive of applicable Connecticut sales and use taxes, which shall be added where required by law.

4. BOOKING, DEPOSITS, AND SCHEDULING

- **Confirmation.** No appointment shall be deemed confirmed until (i) the Company has issued written confirmation of the date and time by text message, email, or through the Company's online scheduling and invoicing system, and (ii) any deposit required by the Company has been received in full. Every booking confirmation issued by the Company shall restate, at minimum, the scheduled date and time, the quoted price, the deposit amount, the requirement that the Customer provide on-site water and electrical power (unless the Company states it is supplying its own), and a summary of the cancellation fees in Section 5. The Customer's confirmation of the appointment following receipt of this information (by reply text, payment of the deposit, or otherwise) constitutes acknowledgment and acceptance of these terms in addition to the acceptance described in the opening paragraph of this Agreement.
- **Deposits.** To secure any booking, the Company requires a booking deposit equal to twenty percent (20%) of the Quoted price, subject to a minimum deposit of thirty dollars (\$30.00). For paint correction, ceramic coating, interior restoration, odor remediation, boat detailing, fleet jobs, multi-vehicle jobs, and jobs exceeding four (4) hours of estimated labor, the Company reserves the right, in its sole discretion, to require a larger deposit of up to fifty percent (50%) of the Quoted price. ALL DEPOSITS ARE FULLY, EXPRESSLY, AND MATERIALLY NON-REFUNDABLE IN CASH OR OTHERWISE UNDER ANY CUSTOMER-INITIATED CANCELLATION, RESCHEDULING, NO-SHOW, TURN-AWAY, OR NON-APPEARANCE, REGARDLESS OF THE AMOUNT OF ADVANCE NOTICE PROVIDED. Deposits shall be applied toward the final invoice upon completion of the Services or, in the case of a permitted reschedule under Section 5, held as a non-refundable credit toward the rescheduled appointment (which shall occur within ninety (90) days). The sole circumstance in which a deposit will be refunded is set forth in Section 5 (Company-initiated cancellation with no mutually available reschedule date).
- **Arrival window.** Scheduled appointment times are targeted start times. Because the Company operates a mobile service subject to traffic, weather, and the actual duration of preceding appointments, the Company's standard arrival window is thirty (30) minutes before to thirty (30) minutes after the scheduled appointment time (a sixty (60) minute total arrival window). Arrival within such window shall be deemed timely and shall not entitle the Customer to any cancellation, discount, credit, or claim. Where the Company anticipates arrival outside this window, the Company shall use commercially reasonable efforts to provide advance notice by text message.
- **Timing.** Scheduled times reflect anticipated start times only. Service durations posted on the Company's website (approximately 1.5 hours for exterior, 2.5 hours for interior, and 4 hours for full inside-and-out) are estimates and vary based on Vehicle condition, weather, and other factors. The Company shall not be liable for any

inconvenience, cost, loss of use, transportation expense, or other damage arising from a Service taking longer than initially estimated.

- **Company rescheduling.** The Company reserves the right to reschedule any appointment due to inclement or unsafe weather, equipment failure, illness or injury of personnel, supply chain interruptions, or any other cause outside the Company's reasonable control. In such event, the Customer shall be offered the next reasonably available appointment and no cancellation fee shall be assessed on that basis. If the Company is unable to perform the Services and the parties, acting in good faith, are unable to agree upon a mutually available rescheduled date within ninety (90) days, the deposit shall be refunded to the Customer as the Customer's sole and exclusive remedy.

5. CANCELLATIONS, RESCHEDULING, NO-SHOWS, AND TURN-AWAYS

The Customer acknowledges that appointment slots are reserved exclusively for the Customer, that opportunities to accept other bookings are declined in reliance thereon, and that the fees set forth in this Section 5 represent a reasonable pre-estimate of damages the Company will suffer as a result of late cancellation, rescheduling, or non-appearance, and are not intended as a penalty. This Section 5 is a material term of this Agreement.

- **Notice of 48 hours or more.** Cancellations or reschedule requests received by the Company more than forty-eight (48) hours prior to the scheduled appointment time shall incur no additional cancellation fee beyond the non-refundable deposit. The deposit shall be held as a credit toward a rescheduled appointment occurring within ninety (90) days and shall not be refunded in cash. If no rescheduled appointment is booked within ninety (90) days, the deposit is forfeited in full.
- **Notice of 24 to 48 hours.** Cancellations or reschedule requests received by the Company between twenty-four (24) and forty-eight (48) hours prior to the scheduled appointment time shall be subject to a cancellation fee equal to twenty-five percent (25%) of the Quoted price.
- **Notice of less than 24 hours.** Cancellations or reschedule requests received by the Company less than twenty-four (24) hours prior to the scheduled appointment time shall be subject to a cancellation fee equal to fifty percent (50%) of the Quoted price, or forfeiture of the entire deposit, whichever amount is greater.
- **No-shows and turn-aways.** If the Customer fails to appear, fails to make the Vehicle available at the agreed time and location, cannot be reached by telephone or text within thirty (30) minutes after the close of the Company's arrival window (as defined in Section 4), or turns the Company away upon arrival for any reason (other than a documented emergency accepted by the Company in its sole discretion), the Customer shall be liable for a fee equal to fifty percent (50%) of the Quoted price plus any applicable travel fee, or forfeiture of the entire deposit, whichever is greater.
- **Termination after commencement.** If the Customer terminates the Services after the Company has commenced work, the Customer shall remain liable for (i) all labor performed through the point of termination at the Company's then-current hourly rate with a minimum charge of two (2) hours, (ii) the cost of all products, materials, or supplies used or specially ordered, and (iii) any applicable travel fee.
- **Collection.** All cancellation, no-show, and turn-away fees are due upon issuance of an invoice therefor, may be charged against any deposit or payment method authorized by the Customer to the extent permitted by law, and shall be subject to the interest and collection provisions of Section 8. The Company may decline to accept future bookings from any Customer with an unpaid balance.
- **Discretionary waiver.** The Company may, in its sole discretion, waive or reduce any cancellation fee as a courtesy. Any such waiver shall apply only to the specific instance and shall not constitute a waiver of the Company's right to enforce this Section 5 in any subsequent instance.

6. ON-ARRIVAL SERVICES, ADD-ONS, AND WAIT TIME

- **Additional services upon inspection.** If, upon arrival or upon in-person inspection, the Company identifies conditions requiring services not included within the accepted Estimate, Quote, or work order, including pet hair removal, full carpet extraction, heavy bug and fallout removal, embedded dirt and sand removal, engine bay detailing, clay bar treatment, water spot removal, interior steam clean, interior gloss correction, tire dressing, paint protection wax, stain treatment, mold or mildew remediation, odor treatment, biohazard cleanup, excessive trash removal, sap or tar removal, iron decontamination, or headlight restoration, the Company shall notify the Customer of such conditions and provide a supplemental price. The Customer shall then elect either (i) to authorize the additional service at the supplemental price, or (ii) to decline the additional service, in which event the Company may, in its sole discretion, (a) perform the Services within the original scope with express verbal or written acknowledgment that the results will be limited by the un-remediated condition, or (b) decline to perform and treat the appointment as a turn-away under Section 5. Verbal acknowledgment by the Customer to perform additional services shall be binding upon the Customer.
- **Courtesy work.** Where the Customer has declined an additional service under this Section 6 but the Company nonetheless elects, in its sole discretion, to perform such additional service in whole or in part as a professional courtesy at no additional charge, such performance shall not (i) obligate the Company to perform the same or similar courtesy work on any future appointment, whether for the same or any other Customer, (ii) create any warranty, guarantee, or representation regarding the results of such courtesy work, (iii) constitute a waiver of the Company's right to charge for such service on any future occasion, or (iv) entitle the Customer to any discount, credit, or refund on the invoice for the Services actually authorized. Courtesy work is a gift, not a right, and is subject to withdrawal at any time.
- **Pet hair.** The Customer expressly acknowledges that pet hair removal is a labor-intensive service that materially increases the time required to complete a Service and is not included in any standard interior or full detail package unless expressly stated on the invoice. Pet hair removal is billed at the Company's then-current rate (as posted on the Company's website or as quoted at the time), with a minimum charge disclosed at the time of the supplemental price.
- **Wait time.** The Company's technicians are permitted a reasonable grace period of fifteen (15) minutes upon arrival. If the Customer causes the Company to wait longer than fifteen (15) minutes to begin the Services (whether to retrieve keys, move the Vehicle, clear a workspace, remove personal items, or otherwise), a wait-time fee shall be charged at the rate of one dollar and fifty cents (\$1.50) per minute, with a minimum charge of thirty dollars (\$30.00).
- **Personal property handling.** The Customer is solely responsible for removing all personal belongings from the Vehicle prior to the commencement of the Services. If the Customer fails to remove personal belongings and the Company must sort, move, bag, relocate, or otherwise handle personal items in order to perform the Services, a flat Personal Property Handling Fee of fifty dollars (\$50.00) shall be added to the invoice. The Company shall not be responsible for the condition, organization, location, or completeness of any personal items after handling, and items may be bagged and left within the Vehicle for the Customer to sort at the Customer's convenience. This provision applies in addition to, and does not limit, Section 12.

7. PAYMENT TERMS

- **Time of payment.** Payment in full is due immediately upon completion of the Services and prior to release of the Vehicle or, in the case of mobile services, prior to the Company's departure from the service location, unless alternative payment terms have been agreed in writing.

- **Accepted methods.** The Company accepts the following forms of payment: (i) cash; (ii) major debit and credit cards; (iii) PayPal; (iv) Cash App; and (v) Zelle. Personal or business checks are not accepted absent prior written approval; any check returned unpaid shall be subject to a returned-item fee of forty dollars (\$40.00) plus all associated bank charges.
- **Cash discount.** As a courtesy to Customers who pay with cash at the time of Service, the Company offers a ten dollar (\$10.00) cash-payment discount off the final invoice. This discount may not be combined with promotional discounts, gift-card redemptions, or referral credits unless expressly stated in writing.
- **Processing surcharge.** Card payments may be subject to a processing surcharge, disclosed at the time of payment where required by applicable law.
- **Gratuity.** Gratuities are neither required nor expected and are entirely at the Customer's discretion.

8. LATE PAYMENT, CHARGEBACKS, AND COLLECTION

- **Late fees and interest.** Any balance not paid when due shall accrue a late fee equal to the greater of twenty-five dollars (\$25.00) or ten percent (10%) of the outstanding balance after five (5) calendar days, and shall further accrue interest at one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by Connecticut law, whichever is less, from the due date until paid in full.
- **Costs of collection.** The Customer agrees to reimburse the Company for all costs and expenses of collection of any unpaid balance, including collection agency fees, court costs, filing fees, and reasonable attorneys' fees, to the fullest extent permitted by law.
- **Chargebacks.** The Customer agrees not to initiate any chargeback, payment dispute, or reversal with any credit card issuer, bank, or payment processor in bad faith or with respect to Services satisfactorily rendered, and agrees that the exclusive means of raising any concern regarding the Services shall be the procedure set forth in Section 11. Any chargeback initiated in violation of this provision shall constitute a material breach of this Agreement, and the Customer shall remain liable for the disputed amount together with any fees or penalties imposed on the Company by its payment processor and any reasonable costs of responding to the dispute. Nothing in this Section shall be construed to waive any right the Customer has under the federal Fair Credit Billing Act (15 U.S.C. § 1666 et seq.), the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.), or any other applicable consumer-protection law.
- **Possessory lien; storage.** To the fullest extent permitted by Connecticut law, the Company shall have a possessory lien upon the Vehicle for the unpaid balance of any Services rendered and may lawfully retain possession of the Vehicle until the invoice is paid in full. Vehicles left in the Company's possession more than twenty-four (24) hours after the Customer has been notified that the Services are complete shall be subject to a storage fee of twenty-five dollars (\$25.00) per day.

9. VEHICLE CONDITION AND CUSTOMER RESPONSIBILITIES

- **Ownership and authority.** The Customer represents and warrants that the Customer is the legal owner of the Vehicle or is otherwise fully authorized by the legal owner to submit the Vehicle for Services and to bind the owner to this Agreement.
- **Registration and insurance.** The Customer represents and warrants that the Vehicle is duly registered and insured to the extent required by applicable law, and shall indemnify and hold the Company harmless from any claim arising out of the Customer's failure to maintain such registration or insurance.
- **Duty to disclose.** The Customer shall disclose to the Company, in advance of the Services, all known conditions of the Vehicle, including aftermarket parts, paint protection film, vinyl wrap, window tint, previous paint repairs, respray or blending, non-functioning windows, locks, latches, doors, or electronics, prior water intrusion or flood

damage, damaged or deteriorated seals, cracked glass or lights, worn or delicate surfaces, exposed electrical wiring, aftermarket audio or lighting installations, and any mechanical, electrical, or structural defect. Failure to disclose shall relieve the Company of any liability arising therefrom.

- **Mobile service requirements.** For mobile Services, the Customer shall provide a safe, level, legal, and reasonably accessible work area, together with access to water and standard electrical power. If the work area or utilities are inadequate upon arrival, the Company may, in its sole discretion, treat the appointment as a turn-away under Section 5.
- **Customer presence not required.** The Customer is not required to remain on-site during the performance of the Services, provided that the Customer has (i) made functional keys or vehicle access available to the Company, (ii) arranged for full payment to be delivered before the Company's departure (whether by leaving cash on-site, providing pre-authorized payment method, or arranging for immediate remote payment upon completion), and (iii) remained reasonably reachable by telephone or text message in the event a tripped breaker, locked area, or other minor access issue arises requiring the Customer's intervention. If the Company is unable to reach the Customer during the Service to resolve such an issue and cannot reasonably work around it, the Company may pause or discontinue the Service at that point, and the Customer shall remain liable for all Services performed through the point of interruption.

UTILITIES DISCLOSURE AND AUTHORIZATION. THE CUSTOMER IS HEREBY EXPRESSLY NOTIFIED, AS A MATERIAL TERM OF EVERY ESTIMATE, QUOTE, AND BOOKING, THAT THE COMPANY'S MOBILE SERVICES REQUIRE ACCESS TO THE CUSTOMER'S ON-SITE WATER SPIGOT AND STANDARD HOUSEHOLD ELECTRICAL OUTLET (110-120V) FOR THE DURATION OF THE APPOINTMENT, UNLESS THE COMPANY'S CONFIRMATION MESSAGE EXPRESSLY STATES THAT THE COMPANY WILL SUPPLY ITS OWN WATER FOR THAT APPOINTMENT. BY CONFIRMING A BOOKING, THE CUSTOMER ACKNOWLEDGES RECEIPT OF THIS DISCLOSURE, REPRESENTS THAT SUCH ACCESS WILL BE AVAILABLE AT THE SCHEDULED TIME, AND CONSENTS TO THE COMPANY'S USE OF SUCH WATER AND ELECTRICITY TO PERFORM THE SERVICES. Typical water usage for a single Service is minimal and comparable to ordinary household use (e.g., a load of laundry or several toilet flushes); the Company does not warrant a specific gallon or kilowatt-hour amount. A Customer who does not wish to provide water or electricity must notify the Company at the time of booking so that the Company may, in its discretion, (i) supply its own water and/or power at an additional charge to be quoted in advance, (ii) perform only those portions of the Service not requiring such utilities, or (iii) decline the booking. A Customer who withdraws previously available utility access after a booking is confirmed shall be treated as having materially changed the scope of the Services, and Section 6 (On-Arrival Services, Add-Ons, and Wait Time) and Section 5 (Cancellations, Rescheduling, No-Shows, and Turn-Aways) shall apply as though the condition were discovered upon arrival.

- **Right to refuse; biohazards.** The Company reserves the right to decline or discontinue Services, without liability, upon discovery of biohazards (including blood, needles, controlled substances or paraphernalia, human or animal waste beyond ordinary soiling), insect or rodent infestation, illegal items, or any condition that in the Company's reasonable judgment poses a risk to health, safety, or property. Where the Company elects to proceed, a biohazard or hazardous-condition surcharge may be assessed. Time already expended remains fully billable.
- **Vehicle operation.** The Customer authorizes the Company and its personnel to operate the Vehicle as reasonably necessary to perform the Services, including starting the engine, moving the Vehicle short distances, and operating climate control systems. The Customer shall provide functional keys, fobs, and access credentials, and shall disclose in advance any starting, ignition, alarm, or immobilizer quirks.

10. PRE-EXISTING CONDITIONS, REVEALED DAMAGE, AND LIMITATION OF LIABILITY

- **Documentation of condition.** The Company may, and generally will, photograph and video-document the Vehicle before, during, and after the Services. Any damage identified or reasonably visible at intake, including scratches,

swirl marks, chips, dents, cracked or brittle plastics, oxidized clear coat, prior repair work, stains, tears, and worn surfaces, shall be deemed pre-existing and shall not be the responsibility of the Company.

- **Revealed damage.** The Customer acknowledges that detailing processes may reveal damage previously concealed by dirt, wax, sealants, coatings, or grime. The Company shall not be liable for pre-existing damage revealed, but not caused, by the Services.
- **Fragile or compromised components.** The Company shall exercise commercially reasonable professional care but shall not be liable for damage arising from pre-existing conditions or ordinary wear, including: loose or brittle trim, badges, emblems, or moldings; aged or previously repainted panels with thin, delaminating, or compromised clear coat; deteriorated rubber or vinyl seals; aftermarket accessories, wraps, paint protection film, or window tint not disclosed in accordance with Section 9; corroded or fragile fasteners; and electrical or electronic components exposed to normal cleaning processes.
- **No guarantee of complete correction.** The Customer acknowledges that certain stains, odors, scratches, water spots, swirls, oxidation, and defects are permanent, irreversible, or only partially correctable. The Company will use commercially reasonable efforts but does not warrant complete removal or correction of any particular defect. Partial improvement shall not entitle the Customer to any refund, credit, or discount.
- **Damage claims; 24-hour notice.** Any claim of damage alleged to have been caused by the Company must be reported to the Company in writing, with photographic evidence, within twenty-four (24) hours after release of the Vehicle or completion of the Services, and prior to any repair, alteration, cleaning, or further use that would affect inspection. The Customer shall afford the Company a reasonable opportunity to inspect. Claims not so reported, and Vehicles altered, repaired, or serviced by any third party prior to inspection, are hereby waived to the fullest extent permitted by law.
- **Limitation of liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO THE COMPANY FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, LOSS OF INCOME, DIMINUTION IN VALUE, RENTAL OR TRANSPORTATION EXPENSES, OR LOST BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- **Indemnification.** The Customer shall indemnify, defend, and hold harmless the Company and its owner, employees, agents, and contractors from and against any and all third-party claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of (i) any breach of this Agreement by the Customer, (ii) any misrepresentation regarding ownership, authority, condition, or insurance of the Vehicle, (iii) any personal property left in the Vehicle, or (iv) any injury or damage occurring at the Customer's premises other than by the Company's gross negligence or willful misconduct.
- **Non-excludable liability.** Nothing in this Agreement shall be construed to exclude or limit any liability that cannot be excluded or limited under applicable law, including liability for gross negligence, willful misconduct, or fraud.

11. SATISFACTION AND RE-SERVICE POLICY

The Company stands behind the quality of its work. If the Customer is dissatisfied with any aspect of a completed Service, the Customer must notify the Company in writing within twenty-four (24) hours of completion, describing the concern with reasonable specificity. The Company's sole obligation, and the Customer's exclusive remedy, shall be re-service of the specific area of concern at no additional charge, scheduled at a time reasonably convenient to the Company. NO REFUNDS SHALL BE ISSUED FOR SERVICES SATISFACTORILY COMPLETED. Concerns not reported within

the foregoing twenty-four (24) hour period, or reported after the Vehicle has been driven materially, re-soiled, exposed to inclement weather, or serviced by any third party, shall be deemed waived.

12. PERSONAL PROPERTY

The Customer shall remove all personal belongings, valuables, cash, currency, jewelry, firearms, ammunition, controlled substances, medications, documents, electronic devices, child safety seats, and other items from the Vehicle prior to the commencement of the Services. The Company shall not be liable for the loss of, damage to, or misplacement of any personal property left within the Vehicle. Child safety seats shall not be reinstalled by the Company; any child seat removed shall be left within the Vehicle for the Customer to reinstall in accordance with the seat manufacturer's instructions, as proper installation is a safety matter reserved to the Vehicle owner. The Personal Property Handling Fee set forth in Section 6 shall apply where the Company must handle personal property to perform the Services.

13. SPECIALTY SERVICES; ADD-ON AND UPGRADE TERMS

- **Coating warranties.** Durability projections for ceramic coatings and comparable protective products are estimates provided by the product manufacturer and are contingent upon proper aftercare. Any warranty applicable to a coating is the manufacturer's warranty, subject to its terms, and is expressly conditioned upon the Customer's adherence to the aftercare and maintenance instructions provided by the Company at delivery.
- **Paint correction limitations.** Paint correction, clay bar treatment, iron decontamination, and water spot removal results are expressed as a percentage of defect improvement rather than perfection. Certain defects, including deep scratches penetrating clear coat, etching, and prior repair damage, cannot be safely corrected and will be identified where reasonably observable.
- **Engine bay.** Engine bay Services carry inherent risks to electrical components, sensors, and electronic modules. The Customer authorizes engine bay Services only upon acknowledging such risks and expressly waives any claim for damage to such components arising from the ordinary performance of engine bay Services in a professionally reasonable manner.
- **Odor treatment.** Odor removal Services (including ozone treatment, enzyme treatment, and interior deep cleaning) produce best-effort results and may not fully eliminate all odors, particularly those arising from prolonged smoke exposure, mold, mildew, biological contamination, or absorption into structural components. Ozone exposure may temporarily affect rubber and certain plastic components; the Customer authorizes such treatment upon acknowledgment of these risks.
- **Steam cleaning.** Steam cleaning may affect certain adhesives, films, and delicate surfaces; the Customer authorizes steam cleaning subject to those risks.
- **Cure and aftercare.** The Vehicle must not be washed, exposed to rain, sprinklers, chemicals, or automated car washes during any cure period specified by the Company at delivery. Damage or diminished performance arising from failure to observe cure or aftercare requirements shall not be the responsibility of the Company and shall void any applicable warranty.

14. MAINTENANCE PLANS

- **Plan services.** Maintenance plans provide recurring full inside-and-out detail Services on a weekly, monthly, or yearly schedule, at the discounted per-detail rate set forth on the Company's website at the time of enrollment.
- **Recurring billing authorization.** Maintenance plans are billed monthly in advance through the Company's payment processor . BY ENROLLING IN A MAINTENANCE PLAN, THE CUSTOMER EXPRESSLY AUTHORIZES THE COMPANY TO

CHARGE THE CUSTOMER'S DESIGNATED PAYMENT METHOD ON A RECURRING MONTHLY BASIS, IN THE PLAN AMOUNT DISCLOSED AT ENROLLMENT, WITHOUT FURTHER NOTICE OR AUTHORIZATION, UNTIL THE CUSTOMER CANCELS AS PROVIDED HEREIN. The Company will attempt to notify the Customer by email or text at least seven (7) days in advance of any price change. If a scheduled charge is declined, the Company may retry the charge and may suspend Services until payment is received.

- **Cancellation.** Maintenance plans have no fixed term and may be cancelled by the Customer at any time by providing written notice to the Company. Cancellations take effect at the end of the then-current billing period; the Company shall not refund a partially used billing period. No cancellation fee applies to cancellation of a plan; however, cancellations of individual scheduled appointments under a plan remain subject to Section 5.
- **Missed plan appointments.** Scheduled plan appointments are subject to weather and mutually agreeable rescheduling under Section 4. Missed plan appointments due to Customer non-appearance are not credited or rescheduled without charge and remain subject to Section 5.
- **Price changes.** The Company reserves the right to modify plan pricing upon thirty (30) days' prior notice to the Customer.

15. GIFT CARDS, LOYALTY, AND REFERRAL PROGRAMS

- **Gift cards.** Gift cards issued by the Company may be used toward any standard Service or add-on offered by the Company, with the exception of Maintenance Plan enrollments. Gift cards do not expire (except as required by applicable law), are non-transferable, and cannot be redeemed for cash, credit, or refunds, except to the extent required by Connecticut law. Gift cards may not be combined with promotional discounts, coupons, referral credits, loyalty rewards, or other offers unless expressly stated. To redeem a gift card, the Customer must notify the Company by calling or texting (860) 999-4681 prior to or at the time of booking. The Company is not responsible for lost, stolen, damaged, or unauthorized use of gift cards, and will not replace any gift card without proof of purchase. Gift cards may not be resold.
- **Loyalty card.** Loyalty card stamps are earned one (1) per completed and paid Service. Loyalty rewards are non-transferable, have no cash value, and may not be combined with other promotional discounts unless expressly stated. Loyalty rewards may be modified or discontinued by the Company upon reasonable notice; earned but unredeemed stamps must be redeemed within twelve (12) months of the last earned stamp.
- **Referrals.** Referral program credits are earned only after the referred Customer's first Service is completed and paid in full. Referral credits and cash rewards may not be combined with other promotional discounts unless expressly stated, are non-transferable, and have no cash value except as expressly stated. The Company reserves the right to reject any referral that in the Company's reasonable judgment involves fraud, self-referral, or program abuse.

16. PHOTOGRAPHY, VIDEOGRAPHY, AND MEDIA RELEASE

- **License to record.** The Customer hereby grants to the Company an irrevocable, perpetual, worldwide, royalty-free, non-exclusive, and fully sublicensable license to photograph, film, video-record, audio-record, and otherwise document the Vehicle, the work area, the surrounding premises (whether owned, leased, or occupied by the Customer or by a third party at which the Services are performed with the Customer's consent), and any persons present who consent to appear on camera, in each case in connection with the performance of the Services.
- **License to publish.** The Customer further grants to the Company the right to use, reproduce, edit, modify, publish, display, distribute, and otherwise exploit any and all such photographs, videos, and recordings, in whole or in part, in any and all media now known or hereafter devised, including the Company's website, social media platforms

(including Instagram, TikTok, Facebook, YouTube, X/Twitter, Snapchat, and any successor platforms), digital and print advertising, promotional materials, portfolios, testimonials, before-and-after galleries, and case studies, for any commercial or promotional purpose, all without further notice, review, approval, compensation, credit, or royalty to the Customer.

- **Reasonable accommodations.** Where reasonably practicable and if requested by the Customer in advance in writing, the Company shall obscure license plate numbers, house numbers, and other identifying information visible in published media. The Customer acknowledges that images captured for the Company's internal condition-documentation records shall be retained regardless of any publication opt-out.
- **Premises access authority.** For appointments performed at a premises owned or controlled by the Customer, the Customer represents and warrants that the Customer has full right and authority to grant the Company access thereto and to authorize recording thereon, and shall indemnify and hold the Company harmless from any claim by a co-owner, landlord, tenant, or other third party arising out of or relating to such access or recording.
- **Persons appearing on camera.** If any person present at the service location does not wish to appear on camera, the Customer shall so inform the Company prior to recording. The Company shall use commercially reasonable efforts to avoid recording such persons; failure to give such notice shall constitute consent by all persons present.
- **Waiver.** The Customer waives any right to inspect or approve any use of the media authorized under this Section 16, and waives any claim for defamation, invasion of privacy, right of publicity, misappropriation of likeness, or infringement of copyright arising out of the authorized use thereof, to the fullest extent permitted by law.

17. WEATHER AND OUTDOOR CONDITIONS

Exterior and mobile Services are dependent upon suitable weather conditions. If weather conditions are, in the Company's reasonable judgment, unsafe or likely to compromise results (including rain, snow, high winds, lightning, extreme heat or cold, or precipitation), the Company may reschedule without penalty to either party under Section 4. If the Customer insists upon proceeding in marginal conditions notwithstanding the Company's recommendation, the Customer expressly assumes the risk of compromised results, and the re-service policy in Section 11 shall not apply to weather-affected outcomes.

18. FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than the payment of money) to the extent such failure or delay arises out of causes beyond its reasonable control, including acts of God, fire, flood, hurricane, snow, ice storm, earthquake, epidemic or pandemic, governmental action, war, terrorism, riot, civil disturbance, labor disputes, supply chain interruption, equipment failure, or utility outage. The party affected shall give the other prompt notice and shall use commercially reasonable efforts to resume performance.

19. RELATIONSHIP OF THE PARTIES; ASSIGNMENT; NOTICES

- **Independent contractor.** The Company is an independent contractor with respect to the Customer. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, agency, or fiduciary relationship.
- **Assignment.** The Customer shall not assign, transfer, or delegate this Agreement or any right or obligation hereunder without the prior written consent of the Company. The Company may assign this Agreement in connection with a sale of substantially all of its assets or business. This Agreement is for the sole benefit of the parties.

- **Notices.** All notices under this Agreement shall be in writing and shall be effective upon delivery by hand, by recognized overnight courier, by email to autodynamicswork@gmail.com, or by text message to (860) 999-4681 for the Company, or to the corresponding address on file for the Customer. The Customer consents to receive service-related, transactional, and appointment communications from the Company by text, email, and telephone. The Customer may opt out of non-transactional marketing communications by written notice to the Company without affecting the operation of this Agreement.

20. ELECTRONIC SIGNATURES AND COUNTERPARTS

This Agreement, and any Estimate, Quote, invoice, or work order incorporating this Agreement, may be executed by electronic or digital signature (including by clicking, tapping, or typing the Customer's name into a signature field within any application used by the Company,) and any such signature shall have the same legal force and effect as an original ink signature. This Agreement may be executed in counterparts, each of which shall be deemed an original.

21. GOOD-FAITH COMMUNICATION

The parties agree to communicate concerns regarding the Services or this Agreement in good faith and directly with one another prior to publishing any public statement. Nothing in this Section shall be construed to prevent either party from filing a truthful complaint with any governmental authority, providing truthful testimony in any legal proceeding, or posting a good-faith review reflecting the party's honest opinion of the Services.

22. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

- **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict-of-laws principles.
- **Exclusive venue.** The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the Services shall be brought exclusively in the state courts of the State of Connecticut sitting in the Judicial District of Hartford, or, where jurisdictional requirements are met, in the appropriate Connecticut small claims court. Each party consents to personal jurisdiction and waives any objection based on venue or forum non conveniens.
- **Good-faith negotiation.** Prior to commencing any legal action, the parties shall attempt in good faith to resolve any dispute directly through written notice and a fifteen (15) day negotiation period. This provision shall not preclude either party from seeking injunctive or equitable relief where necessary to prevent irreparable harm.
- **Jury waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.
- **Limitation of actions.** Any claim arising out of or relating to this Agreement or the Services must be brought within one (1) year after the cause of action accrues, or shall be forever barred, to the fullest extent permitted by applicable law.

23. GENERAL PROVISIONS

- **Entire agreement; amendment.** This Agreement, together with the applicable Estimate, Quote, invoice, or work order, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and

warranties, whether written or oral. No modification, amendment, or waiver shall be effective unless in writing and signed by the party against whom enforcement is sought.

- **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision had been modified to the minimum extent necessary to make it enforceable, or, if not possible, severed.
- **No waiver.** No failure or delay by the Company in exercising any right, power, or remedy hereunder shall operate as a waiver thereof.
- **Survival.** The provisions of Sections 7 (Payment), 8 (Late Payment), 10 (Limitation of Liability and Indemnification), 12 (Personal Property), 15 (Programs), 16 (Media Release), 22 (Governing Law and Dispute Resolution), and this Section 23 shall survive termination or expiration of this Agreement.
- **Updates.** The Company may amend this Agreement from time to time by posting an updated version to its website or by delivering it to the Customer. The version in effect at the time a booking is confirmed shall govern that booking.

24. CUSTOMER ACKNOWLEDGMENT AND SIGNATURE

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT IN FULL, UNDERSTANDS ITS TERMS, HAS HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE, AND AGREES TO BE BOUND HEREBY, INCLUDING SPECIFICALLY: the deposit requirement in **Section 4**; the cancellation, no-show, and turn-away fees in **Section 5**; the on-arrival add-on and personal-property handling charges in **Section 6**; the utilities disclosure and authorization in **Section 9**; the twenty-four (24) hour damage-claim window and limitation of liability in **Section 10**; the maintenance-plan recurring-billing authorization in **Section 14**; the photography and media release in **Section 16**; and the governing law, exclusive venue, and jury-trial waiver in **Section 22**.

The Customer further acknowledges and agrees that the Customer's signature (whether ink, electronic, digital, or typed) on any Estimate, Quote, invoice, or work order issued by the Company constitutes execution of, and full assent to, this Agreement in its entirety, as incorporated by reference therein.

ELECTRONIC ACCEPTANCE. This Agreement is intended to be accepted electronically. The Customer's typed name, drawn signature, tap-signature, or click-to-sign action captured in the Company's estimating, scheduling, or invoicing application (including Quote IQ and any successor or additional platforms used by the Company) at the time of estimate approval, deposit payment, invoice signature, or booking confirmation constitutes the Customer's legally binding signature under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Connecticut Uniform Electronic Transactions Act (Conn. Gen. Stat. §§ 1-266 et seq.), and has the same force and effect as a wet-ink signature. The Company retains an electronic audit log of each such signature, including the signer's name, timestamp, and, where available, IP address and device information, which shall serve as evidence of execution.