

Chatfield Drilling, Inc.

Master Terms and Conditions for Service & Water Treatment Installation

Right of Cancellation

The Customer has the right to cancel this contract within three (3) days of signing, unless the Company commences work on the Property before the expiration of the three-day period. If the Customer cancels within this period and the Company has not commenced work, the Company will refund any payments made by the Customer in full. If the Company commences work within the three-day period, this cancellation right is void.

1. Scope of Work & Home Alterations

Chatfield Drilling, Inc. ("the Company") agrees to perform the service, repair, drilling, or water treatment installation described in the attached estimation/invoice ("the Work") at the property listed ("the Property").

- General Work & Scope Modifications: While the Company will make every effort to complete the Work as described, unforeseen circumstances—such as subsurface conditions, site access issues, or other factors beyond the Company's control—may necessitate modifications to the scope of work. Any such modifications will be discussed with the customer ("the Customer") and agreed upon before proceeding.
- Home Alterations & Structural Modifications: The Customer explicitly acknowledges and understands that installing water treatment systems, pumps, and filtration requires physical and permanent alterations to the Property. This includes, but is not limited to: cutting into existing plumbing lines, mounting equipment to walls or concrete floors, drilling penetration holes through walls or floors for drain/vent lines, and modifying electrical feeds. The Company is strictly not responsible for patching, painting, restoring, or returning walls, floors, or plumbing to pre-installation conditions if equipment is subsequently relocated, replaced, or removed.
- Water Treatment Scope Included: Where water treatment equipment installation or diagnostics are contracted, the Work includes:
 - Transportation of equipment and materials to the job site.
 - Removal of unused Company-supplied equipment and debris from the site.
 - Equipment installation using PEX plumbing.
 - Equipment commissioning (e.g., air bleeding, media soaking/flushing, system programming to match water parameters, and startup procedures).
 - Execution of an external flush of coarse sediment and debris from pipelines where possible.
 - Disinfection of the water well when well maintenance is performed.
 - Product and equipment manuals are available on the Company website.

2. Performance of Work & Warranty

The Company will perform the Work with reasonable care and skill, using industry-standard practices and equipment. The Company warrants its parts, equipment installations, and labor to be free from defects in materials and workmanship for a period of One (1) Year from the date of completion/installation.

- Post-One-Year Service & Manufacturer Warranties: After one year, standard Company service call and labor rates will apply to any in-home service work. Manufacturer warranties on equipment will apply after year one according to product specifications (labor related to manufacturer warranty claims is excluded after year one unless explicitly noted in writing).
- Non-Transferable: All warranties are non-transferable and apply solely to the original Customer.
- Warranty Exclusions: Warranty coverage strictly excludes:
 1. Wearable gaskets, seals, and O-rings.
 2. Components damaged by improper care, neglect, or customer misuse.
 3. Damage caused by salt corrosion or improper salt handling.
 4. Problems arising from environmental changes or severe water contamination shifts.
 5. Problems caused by unregulated, improper, or unmonitored chemical disinfection.
 6. Site and ground surface disturbances (Section 3).
 7. Damage to unmarked private utilities (Section 4).
 8. Damage caused by sand, silt, sediment, or subsurface debris naturally occurring in the well (Section 5).
 9. Pre-existing pumping system insufficiencies, jet pump downhole component failures, buried well location issues, or unreplaced pump/pressure tank component failures (Section 5).
 10. Pre-existing or compromised plumbing systems, including clogged, backed-up, undersized, or malfunctioning customer drains, floor drains, and sump pump systems (Section 8).
 11. Electrical failure, voltage spikes, power surges, brownouts, improper grounding, or lightning strikes (Section 7).
 12. Acts of God or severe weather conditions.

3. Access to Property, Site Conditions & Ownership

The Customer grants the Company, its personnel, and its subcontractors full access to the Property for the purpose of performing the Work.

- Customer Representation of Ownership: The Customer warrants that they own the premises where the work or treatment system is to be performed/installed and that no zoning limitations, HOA restrictions, or local covenants prevent the installation.
- Heavy Equipment Operations: The Customer acknowledges that the Work may require mobilizing heavy machinery onto the Property, including drilling rigs, cranes, pump hoists, heavy trucks, trailers, and support vehicles.
- Property & Ground Surface Damage: Heavy equipment may cause surface and subsurface damage, including: deep ruts, soil compaction, destroyed grass/lawns, disturbed landscaping, displaced gravel, cracked concrete, brick pavers, or damaged asphalt driveways.
- No Landscape Restoration: The Customer explicitly agrees that the Company is NOT responsible for repairing, restoring, re-seeding, regrading, repaving, or fixing any damage to grass, lawns, driveways, or grounds caused by equipment access or normal job operations. Site restoration is the sole responsibility of the Customer.
- Tree & Vegetation Clearance: The Customer is solely responsible for ensuring clear overhead and lateral clearance. The Company is NOT responsible for trimming or removing trees, branches, bushes, or roots.
- Drilling Spoils & Cuttings: Well drilling generates significant quantities of drill cuttings, rock dust, mud, sand, and slurry. Unless explicitly contracted in writing for containment and off-site disposal, all spoils remain on the Property at the job site. The Company is not responsible for cleanup, spreading, or removal of spoils.

4. Underground Utilities & Private Line Location

The Company will contact state public utility locating services (e.g., PA One Call / 811) prior to excavation or drilling. However, public locate services only mark public utility lines up to customer meters.

- Private Underground Lines: The Customer is solely responsible for identifying, physically locating, and accurately marking all private underground utilities, lines, pipes, wires, and structures prior to work commencing (e.g., private electric feeds, solar lines, invisible dog fences, sprinkler systems, propane lines beyond the meter, septic tanks and drain fields, private water lines, and geothermal loops).
- No Company Liability: The Company assumes no liability or financial responsibility for damage to unmarked or improperly marked private underground utilities, lines, or structures.

5. Hydrological Conditions, Well Integrity & Pumping Systems Disclaimer

Subsurface hydrology is inherently unpredictable. The Company does not guarantee or warrant that drilling will encounter water, achieve a specific flow rate (GPM), or yield a sustained water supply.

- Sand, Sediment & Subsurface Debris Disclaimer: Certain water wells naturally yield sand, silt, sediment, grit, or subsurface debris due to geological conditions. The Company is strictly not responsible for sand, sediment, or debris naturally present in or entering the well. Abrasive sand and debris can cause severe premature wear, impeller degradation, clogging, or mechanical seizure of pumps, motors, valves, pressure switches, and water treatment controls. Equipment failures, component damage, or reduced performance caused by sand, sediment, or subsurface debris are expressly excluded from all warranty coverage, and any required flushing, servicing, or equipment replacement will be billed at prevailing Company rates.
- Jet Pump Systems & Diagnostic Limitations: Jet pump systems are inherently complex, sensitive, and difficult to troubleshoot. System failures are frequently caused by downhole issues—such as a malfunctioning, worn, or clogged foot valve or jet ejector/inductor valve—rather than the surface pump unit itself. Because downhole valves cannot be visually or mechanically inspected without pulling the piping or pressurizing the circuit, downhole component failures often cannot be diagnosed until a new jet pump is installed, primed, and operational. If replacing a jet pump reveals that downhole valves or piping have failed, the Company strongly recommends converting the system to a modern submersible pump system. Any additional labor, piping, or equipment required to repair downhole jet components or convert to a submersible system will incur additional charges.
- Buried Wells & Locating Charges: If a water well head is buried underground, locating, uncovering, and excavating the well casing requires specialized detection methods, excavation labor, and separate service appointments. The Customer agrees that additional appointments, labor, and equipment fees will apply to locate and expose buried wells.
- Well Extensions vs. Re-Burying: The Company strongly advises against re-burying a well head, as buried wells pose severe contamination risks and prevent proper service access. The Company recommends installing an above-grade well casing extension equipped with a pitless adapter and sanitary cap to meet modern plumbing codes and sanitary standards.
- Submersible Pump Replacement & Water Quality Disturbances: The physical act of pulling, installing, or servicing a submersible well pump naturally dislodges accumulated sediment, rust, scale, and mineral deposits within the borehole and drop pipe. Consequently, initial water output immediately following a pump installation may appear cloudy, discolored, or heavily turbid. The Customer is strongly advised to run water continuously from an un-filtered outdoor spigot or bypass line until the water runs consistently clear before opening internal household valves or using appliances.
- Interdependence of Pumps and Pressure Tanks: Pumping systems operate as a fully integrated unit (pump, motor, pressure tank, pressure switch, and control valves). Replacing only a pump while retaining an existing pressure tank (or vice versa) can expose pre-existing, hidden, or secondary defects in the unreplaced equipment. For example, a waterlogged or damaged pressure tank bladder may not be discoverable until a new, fully pressurized pump is installed and energized. The Company is not

responsible for the pre-existing condition or failure of any unreplaced component, and any required replacement of secondary equipment will be charged at prevailing rates.

- **Pumping System Sufficiency for Water Treatment:** If water treatment equipment is installed without replacing or upgrading the existing pumping system, the pre-existing pump, motor, or pressure tank may subsequently be discovered to be insufficient, undersized, or incapable of providing the flow rate (GPM) or pressure (PSI) required for optimal treatment operation and filter backwashing. The Company is not responsible for pumping system limitations or for any additional pump/tank upgrades required to satisfy water treatment specifications.
- **Treatment Performance Disclaimer:** Water treatment performance is never guaranteed. The Company utilizes professional judgment, industry best practices, and NSF-rated professional equipment and chemicals based on analyzed water test results at the time of design.
- **Bacterial Infestations:** Iron-related bacteria (IRB), sulfate-reducing bacteria (SRB), and slime-forming bacteria infestations are unpredictable and can worsen with the introduction of air into treatment systems (e.g., Air Injection Oxidizers / AIOs). Treatment of these bacteria is often a stepwise process—beginning with well chlorination, periodic re-chlorination, and potentially requiring continuous chlorination/disinfection systems.
- **Chlorination & Well Equipment Risk:** The Customer explicitly acknowledges that chlorination and chemical treatment of a water well can loosen accumulated scale, rust, sediment, and mineral deposits within the borehole and plumbing. This dislodged material, along with chemical exposure, can cause aged, worn, or compromised well pumps, motors, wiring, and check valves to fail or permanently seize. The Customer assumes 100% of the risk for equipment failure resulting from well chlorination. The Company provides no warranty or guarantee that existing well pumping equipment will survive chlorination, and the Customer agrees that any required pump replacement, pulling, service, or repair will be performed at the Customer's sole expense at prevailing Company rates.
- **Existing Well Integrity Risks:** Entering an existing water well of uncertain integrity—for cleaning, pump removal, or modification—carries inherent risks, including well collapse, stuck pumps, lost pumps, casing failures, water shut-off, total loss of water, and changes in water quality. The Customer assumes all risks associated with existing well conditions.
- **Disruption Preparation:** The Customer should be prepared for potential "no-water" scenarios during higher-risk activities. High-risk well or plumbing work should be scheduled to avoid weekends, holidays, or periods when uninterrupted water is essential (e.g., having out-of-town guests).

6. Permits, Setbacks & Authorizations

The Customer is responsible for securing all necessary municipal, county, or state permits, well construction permits, setback variances, zoning approvals, and neighbor easements or

right-of-way permissions required for the Work, unless the Company explicitly agrees in writing to pull specific permits on the Customer's behalf.

7. Customer Electrical Supply, Power & Panel Requirements

Equipment installed or connected by the Company—including pump motors, control boxes, Variable Frequency Drives (VFDs), pressure switches, and water treatment controls—requires specific power ratings to operate safely.

- **Water Treatment Power Requirements:** The Customer must provide a dedicated 120V control power outlet within 10 feet of the treatment equipment location (a GFCI outlet is strongly recommended proximate to water equipment). Longer wiring runs performed by the Company will incur additional charges.
- **Panel Capacity & Breakers:** The Customer must ensure ample power panel capacity and breaker space to support equipment. Well pumps typically require 20A – 30A two-pole breakers.
- **No Liability for Power Issues:** The Company is strictly not responsible for incoming power quality, utility line conditions, phase imbalances, voltage drops, power surges, brownouts, lightning strikes, or improper grounding. Component failures resulting from electrical instability are expressly excluded from warranty coverage. The Company recommends having the electrical system inspected by a licensed electrician.

8. Customer Existing Plumbing, Drains & Sump Pump Responsibilities

The Company makes no guarantee that water will flow through or be properly distributed by the Customer's pre-existing plumbing, valves, filtration units, or piping network.

- **Drain Requirements & Capacity:** For water treatment or pumping installations requiring discharge, backwash, or flushing water, the Customer must provide a functional, properly sized drain, laundry sink, floor drain, or discharge line capable of handling the required flow volume.
- **Sump Pump Systems Disclaimer:** If water treatment backwash, flush water, or pump discharge is directed into a customer-provided sump pump, sump pit, or basin, the Customer is solely responsible for the operation, electrical power, maintenance, and discharge capacity of that sump pump system. The Company does not test, service, or guarantee customer sump pumps. If the sump pump fails, loses electrical power, seizes, backs up, overflows, or is incapable of handling the volume or discharge rate of the water treatment system, the Company is strictly not responsible. The Customer must ensure their sump pump system is fully operational and capable of evacuating backwash water.
- **Plumber / Contractor Recommendation:** If any customer-provided drain or sump pump system is clogged, sluggish, defective, or failing, the Customer must hire a licensed plumber or waterproofing contractor at their own expense to repair or clear it. The Company assumes strictly no liability for property damage, water damage, or basement flooding resulting from inadequate, backed-up, or malfunctioning customer drains, sump pumps, or drainage systems.

- **Disinfection Retention:** Following well chlorination, the Customer must ensure chlorine retention in the well for a minimum of 6 to 7 hours to achieve effective disinfection.
- **Homeowner Final Flush & Aerator Protection:** The Customer is responsible for completing a final system flush to their satisfaction after service to prevent dislodged sediment from plugging faucet aerator screens, cartridges, or appliances.
- **Product & Equipment Manuals:** All equipment and product manuals are available for download on the Company website.
- **Prompt Notification of Leaks:** The Customer must notify the Company promptly of any observed leaks or deficiencies. Major plumbing work or treatment activation is strongly discouraged immediately prior to leaving the Property unattended for vacation.

9. Specialty Equipment, Sourcing & Scope-Change Freight

Certain projects require specialized, custom, or non-standard equipment (e.g., specialty pumps, high-horsepower motors, custom VFDs, or non-stocked water treatment media/valves).

- **Freight & Sourcing:** The Customer agrees to pay all additional freight, express shipping, handling, and procurement fees for non-stocked specialty items.
- **Scope Changes & Extra Freight:** If field conditions, subsurface obstacles, or Customer-requested scope changes require additional machinery, tools, or supplies to be dispatched, the Customer agrees to pay all additional trucking, hot-shot freight, and mobilization charges. Special order items may be subject to restocking fees if cancelled.

10. Payment Terms, Late Fees & No Refund Policy

The Customer agrees to pay the Company for all services, equipment, and installations listed on the invoice. Payment is due upon completion of the Work unless otherwise agreed in writing.

- **NO REFUNDS ON INSTALLED EQUIPMENT:** All installed water treatment equipment, filtration media, pumps, tanks, valves, controls, and plumbing fittings are strictly non-refundable once installation has commenced, equipment has been plumbed, or media has been wetted/commissioned. Because treatment systems are custom-integrated into the Property's specific plumbing and water chemistry, the Company offers NO REFUNDS, returns, trade-ins, or buy-backs on installed equipment or completed labor under any circumstances. (Defective components remain subject to repair or replacement under the One-Year Limited Warranty in Section 2, but do not entitle the Customer to a monetary refund).
- **Late Payment Interest:** Any unpaid balance remaining after thirty (30) days from the invoice date shall accrue interest at the rate of 1.5% per month (18% per annum), or the maximum legal rate, calculated daily until paid in full.
- **Collection Costs & Attorney Fees:** If the Customer defaults on payment and the Company engages legal counsel or a collection agency, the Customer agrees to pay all reasonable attorney's fees, legal costs, filing fees, and collection charges incurred.

- **Additional Charges:** The Customer agrees to pay additional fees or labor costs arising from delays caused by the Customer, scope changes, buried well locating fees, jet pump conversions, post-one-year service calls, or weather standby charges.

11. Unforeseen Circumstances & Weather Delays

While the Company will make every effort to maintain project schedules, unforeseen circumstances may impact project timelines or costs.

- **Subsurface & Access Obstacles:** Unforeseen geological formations, unstable boreholes, tight clearance, or unmarked utilities may require schedule/cost adjustments.
- **Weather Delays & Equipment Day-Use Charges:** In the event of severe weather (heavy rain, mud, snow, lightning, or high winds) rendering the site unworkable, if heavy equipment (drilling rigs, cranes, pump hoists, or support trucks) has been mobilized to the Property and work is halted or delayed into a subsequent day, an additional day-use charge, standby fee, or re-mobilization charge will apply at prevailing daily rates.
- **Supply Chain Delays:** Installation may be delayed by factors beyond the Company's control, such as supplier inventory shortages, manufacturing delays, shipping company delays, or pandemics.

12. Limitation of Liability

The Company's total liability for any loss, claim, or damage arising out of or in connection with the Work shall be limited strictly to the total amount of the invoice price. The Company shall not be liable for any indirect, incidental, consequential, or special damages, including loss of profits, downtime, or business interruption.

13. Indemnification

The Customer agrees to indemnify and hold harmless the Company, its officers, directors, employees, and agents from and against any and all liability, claims, damages, costs, or expenses arising out of the Customer's breach of these terms, negligence, or misconduct.

14. Governing Law

These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania.

15. Entire Agreement & Incorporation

These terms and conditions, along with the Customer Estimation/Invoice (which is incorporated herein by reference), constitute the complete, exclusive, and final expression of the agreement between the parties. All prior dealings, conversations, negotiations, or representations, oral or written, are merged herein and superseded. This Agreement may only be modified by a written instrument signed by both parties.

16. Severability

If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

Certifications, Licensing & Qualifications

- PA Licensed Well Driller: No. 1142
- OH Private Water Systems Contractor: No. 000315
- NY Water Well Contractor License: No. NYRD10300
- WV Licensed Well Drillers on staff (individual licenses)
- PA Home Improvement Contractor: No. 135958
- PennDOT Prequalified Geotechnical Drilling Contractor (E1 Status)
- National Drilling Association: Monitor Well Construction Certified
- Surety Bond: City of Pittsburgh Public Works
- PA Inspection Station (No. AE94) / DOT Safety Inspection Mechanic on-staff
- OSHA 40-Hour Hazardous Waste Operations Training & 8-Hour Refresher
- In-House Job Safety Analysis (JSAs)
- DOT Drug & Alcohol Consortium Member (DOT-compliant testing program)
- DOT-Compliant Supervisor Training (including Reasonable Suspicion Training)
- National Drilling Association Safety Guideline Manual
- E-Rail Safe Certified
- National Groundwater Association (NGWA) Member: Certified Well Driller and Certified Pump Installer

Company Information

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