

# **Mobile Oil Vermont Service Agreement Terms and Conditions**

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### **1. Introduction**

These Terms of Service ("Terms") govern the relationship and contractual obligations between you ("Client" or "You") and Mobile Oil Vermont ("Company"), a company registered in Vermont, USA, regarding the booking and provision of automotive maintenance services by Mobile Oil Vermont.

### **2. Acceptance of Terms**

By booking automotive maintenance services with Mobile Oil Vermont, you agree to be bound by these Terms. If you do not agree to these Terms, you may not book services with the Company.

### **3. Booking and Confirmation**

3.1. Bookings can be made online, via email, over the phone, or in person.

3.2. A booking is only confirmed once Mobile Oil Vermont sends a confirmation, which may be via email, SMS, phone call, or in person by an employee of the Company.

### **4. Payment**

4.1. All prices quoted are in USD. All transactions must be made in USD.

4.2. Payment is due within 21 days from the date the invoice is issued, unless otherwise agreed upon in writing. The date that the invoice is sent will be written on the invoice document.

4.3. Late Payment: If payment is not received within 21 days from the date the invoice is sent, a late fee of 5% of the total invoice amount will be applied to the balance due. For every additional 14 days that the balance remains unpaid, an additional 2% will be added to the outstanding amount as a compounded late fee.

4.4. Accepted payment methods include cash, check, Venmo, Zelle, or other method mutually agreed upon by the Client and an employee of the Company.

## **5. Cancellation and Rescheduling**

5.1. Clients may cancel or reschedule their booking up to 24 hours before the scheduled appointment without incurring any fees.

5.2. Cancellations or changes made within 24 hours of the appointment will incur a cancellation and material restocking fee of \$25.

5.3. Clients wishing to cancel an appointment must do so through the Company booking platform accessed through our website, or by directly contacting us using the official communication channels provided at the end of this document, which include our email address, text message number, and phone line.

## **6. Service Location Requirements**

6.1. Safe Operating Conditions: Clients must ensure that the designated service area is safe and suitable for vehicle maintenance. The area should be level, stable, and spacious enough to accommodate our employee(s) performing services and our service vehicle and equipment. The vehicle must be away from traffic or any other hazards that could pose a risk to safety or impede the service process.

6.2. Legal Service Authorization and Required Permissions: The client is responsible for confirming that vehicle maintenance is legally permitted at the chosen location. This includes securing all necessary permissions from property owners, landlords, or community boards and ensuring compliance with local ordinances and zoning laws before the scheduled service.

6.3. Restrictions on Service Location: Mobile Oil Vermont reserves the right to refuse service at locations that do not meet our safety, legal, or accessibility standards. This includes, but is not limited to, busy streets, areas with restricted space, or any location where the proximity of our service vehicle to the client's vehicle is not feasible.

6.4. Client's Obligation to Inform and Liability: The client must inform Mobile Oil Vermont of any location challenges and secure all permissions prior to the service appointment. The client is fully accountable for any legal implications resulting from a failure to secure appropriate permissions. Failure to provide this information or secure permissions may result in cancellation or rescheduling of the service, with any liability or consequences falling on the client.

6.5. Service Confirmation: Mobile Oil Vermont will require confirmation that all safety, legal, and permission prerequisites are met before confirming the service appointment.

6.6. Rescheduling and Cancellation Due to Location Issues: If the location is deemed unserviceable upon arrival, Mobile Oil Vermont will attempt to reschedule the service at an appropriate location, subject to availability. If no suitable location can be arranged, both parties may agree to cancel the service. Standard cancellation policies will apply, including, but not limited to, a \$25.00 cancellation fee.

## **7. Force Majeure**

7.1. Definition: A "Force Majeure" event refers to any circumstance beyond the reasonable control of Mobile Oil Vermont, including but not limited to severe weather conditions, natural disasters, acts of God, war, terrorism, industrial disputes, government actions, or any other similar events.

7.2. Non-Performance: Mobile Oil Vermont shall not be considered in breach of these Terms if the provision of services is delayed, hindered, or prevented due to a Force Majeure event.

7.3. Client Accommodation: In the event of a Force Majeure, Mobile Oil Vermont will make reasonable efforts to reschedule the service.

7.4. Notification: Mobile Oil Vermont will notify the client at the earliest opportunity and arrange an alternative appointment as soon as practicable.

7.5. Right to Terminate: If a Force Majeure event delays a scheduled service, either party shall have the right to terminate the affected service(s) with immediate effect.

7.6. Refunds and Charges: In the case of service cancellation due to a Force Majeure event, the client shall be entitled to a full refund of any pre-paid fees for the specific service not performed.

## **8. Liability**

### **8.1. General Limitation of Liability:**

The liability of Mobile Oil Vermont for any damages directly resulting from our automotive maintenance services, whether due to breach of contract, negligence, or any other cause of action, shall be limited to the reasonable cost of repairing the damage that is directly caused by our services. Notwithstanding the foregoing, our liability shall not exceed the coverage limits of our business insurance policy in effect at the time of the claim. This limitation applies only to direct damages and does not extend to incidental, special, consequential, or punitive damages.

### **8.2. Exclusion of Unrelated Damages:**

We will not be responsible for any pre-existing conditions or damages to the vehicle that are not a direct result of the services provided by our company. Clients must disclose any known

pre-existing conditions or vulnerabilities of the vehicle prior to the commencement of services. See section 8.4.

#### 8.3. Insurance-Backed Limitation of Liability:

Our liability is backed by a comprehensive business insurance policy. In the event of a claim, the determination of coverage for damages will be subject to the terms and limits of our insurance policy. Clients may request a certificate of insurance to verify coverage details at any time.

#### 8.4. Client's Duty to Inform:

Clients are required to provide all necessary information regarding the condition and specifications of their vehicle, as known, that may impact the performance or outcome of vehicle servicing. We shall not be responsible for any damage resulting from incorrect or incomplete information provided by the Client. Mobile Oil Vermont may request additional information about the vehicle before confirming an appointment or performing a service.

#### 8.5. Modifications and Non-Standard Alterations:

Mobile Oil Vermont is not responsible for any damages, failures, or issues that arise due to modifications or alterations made to the vehicle that are not equipped as stock from the factory. This includes, but is not limited to, aftermarket parts, custom electronics, and performance enhancements. The Client is obligated to inform Mobile Oil Vermont of any such modifications prior to the commencement of services. If the Client fails to disclose this information, Mobile Oil Vermont will not be liable for any damage, malfunction, or other issues that may result from our services interacting with non-standard vehicle alterations. Our ability to provide service does not imply compatibility with these modifications, and it is the Client's responsibility to ensure that the vehicle can be serviced without the risk of damage from non-factory alterations.

#### 8.6. Limitation of Consequential Damages:

We shall not be responsible for consequential damages arising out of or in connection with the services provided. This includes but is not limited to lost profits or revenue; loss of use of the vehicle; cost of any substitute equipment, facilities, or services; downtime costs; or claims of the Client's customers for such damages. The Client acknowledges that the service fee reflects this allocation of risk and limitation of liability.

#### 8.7. Acknowledgment of Risk:

The Client acknowledges that there are inherent risks associated with vehicle maintenance and hereby assumes all related risks.

### 9. Post-Service Damage Assessment and Remediation

In the instance of a reported issue claimed by the Client to originate from or be exacerbated by the services rendered by Mobile Oil Vermont, our procedure is as follows:

1. **Initial Response and Assessment:** An employee of Mobile Oil Vermont will return to the vehicle to examine the reported issue. Should we ascertain that the damage or issue is

indeed a direct consequence of our service, we will endeavor to resolve it on-site at no additional charge to the Client.

2. **Verification of Responsibility:** Determination of liability for the said damage or issue will be contingent upon its verification as a direct result of our service. This verification may be conducted by Mobile Oil Vermont or necessitate an evaluation from an impartial and qualified third-party service provider, without prejudice towards Mobile Oil Vermont or the Client.
3. **Coverage for Repairs:** In scenarios where the damage is beyond the scope of immediate onsite resolution by Mobile Oil Vermont and is established as a direct outcome of our service provision, responsibilities for repair costs will be governed by the specifics of our business insurance policy. Such coverage will apply under the condition that the issue is conclusively attributed to the services provided by Mobile Oil Vermont, as determined by an internal review or an impartial and credentialed third-party assessor.

All decisions regarding the acknowledgment and coverage of diagnosis or repair costs rest within the purview of Mobile Oil Vermont, potentially in consultation with our insurance provider to ascertain the extent of policy coverage. Written approval from Mobile Oil Vermont is mandatory before proceeding with any diagnosis or repair activities to be covered by our Company and/or our insurance provider. Endorsement of any assessments, diagnostics, and subsequent repairs by Mobile Oil Vermont is requisite, with all procedures potentially subject to an insurance claim evaluation process.

## **10. Warranty**

10.1 Warranty Scope and Service Remedy: Mobile Oil Vermont provides a warranty covering all automotive maintenance services performed by any employee of the Company. In the event of post-service complications that a client believes to be a direct result of our workmanship, we commit to a thorough reevaluation of the service performed. This reevaluation process will determine the validity of any concerns pertaining to damage, malfunctions, or inadequacies directly linked to our service, leading to appropriate corrective actions at no additional charge to the client, should the claims be substantiated.

10.2 Duration of Warranty: The warranty period for services performed by Mobile Oil Vermont is detailed in the “Mobile Oil Vermont Service Warranty” document, which is accessible at [www.mobileoilvt.com/warranty](http://www.mobileoilvt.com/warranty) or available upon request. Different services may be subject to unique warranty durations. Our warranties ensure coverage for the client in the event that issues arise within the specified period following the completion of services.

10.3 Warranty Claims: To invoke this warranty, the Client must contact Mobile Oil Vermont within the specified period, through official channels, providing a detailed description of the issue. The Company reserves the right to investigate the claim, which may include a reevaluation of the serviced vehicle by a representative of the Company. Mobile Oil Vermont also reserves the right to deny any claim of warranty if a verified representative of the Company determines the warranty claim as invalid due to the claim being filed outside of the

window of duration of the warranty, or due to an investigation by an agent of the Company that determines the issue does not directly relate to service provided by Mobile Oil Vermont.

10.4 Specific Service Warranties: Details of warranties specific to certain services, including their durations and any additional terms, are listed in the “Mobile Oil Vermont Service Warranty.” This document is available online at [www.mobileoilvt.com/warranty](http://www.mobileoilvt.com/warranty) or can be provided upon request.

10.5 Limitations and Exclusions: The warranty does not cover damages resulting from normal wear and tear, accidental or intentional damage by the client or third parties, misuse of the vehicle, or issues arising from unauthorized repairs or modifications made after the completion of our service. The full extent of limitations and exclusions are detailed in the “Mobile Oil Vermont Service Warranty.”

10.6 Warranty Fulfillment: The fulfillment of any warranty claim is at the discretion of Mobile Oil Vermont and may, at the company’s option, include repair of the issue, replacement of parts, or referral to a qualified service provider, subject to the terms of the warranty.

10.7 Warranty Claim Remediation: Any resolution provided for warranty claims will be conducted in accordance with our Liability Policy as described in the "Liability" section of these terms, ensuring claims are processed within the framework of our defined limitations.

10.8 Parts Warranty: Parts used during service may be covered by their own manufacturer's warranty. These warranties are separate from the Mobile Oil Vermont service warranty and may provide different terms of coverage. Clients may need to engage directly with the manufacturer to resolve any issues related to parts under warranty. Mobile Oil Vermont will provide assistance to the client in facilitating contact with the manufacturer and will offer support within its capacity to ensure the client can take full advantage of the available parts warranty.

## **11. Privacy and Data Protection**

11.1. Commitment to Privacy: Mobile Oil Vermont is committed to protecting the privacy and security of the Client's personal information.

11.2. Use of Information: Personal information provided by the Client will only be used to facilitate the booking and provision of services.

11.3. Sharing of Information: Client information will not be shared with any third parties without the Client's explicit consent, except as required by law.

11.4. Further provisions relating to privacy and data protection can be found in our Privacy Policy, accessible at [www.mobileoilvt.com/privacy](http://www.mobileoilvt.com/privacy) or upon request.

## **12. Dispute Resolution**

12.1. Good Faith Negotiation: The Parties agree to attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. Upon the occurrence of any dispute, the Parties shall endeavor to negotiate in good faith to reach a mutually satisfactory resolution.

12.2. Mediation: Should negotiations fail to resolve the dispute within 60 days, the Parties may, but are not obligated to, engage in mediation with the assistance of a mutually agreed-upon neutral third party. The Parties agree to bear their own costs in mediation.

12.3. Litigation: If the Parties are unable to resolve the dispute through direct negotiations or mediation, either party may seek resolution of the dispute by litigation. All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination, or nullity, shall be finally settled by the courts of the State of Vermont. The Parties agree that any litigation shall be filed and conducted exclusively in the state or federal courts located within the State of Vermont, to which the Parties hereby consent to the jurisdiction and venue.

12.4. Governing Law: This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to its conflict of law provisions.

### **13. Changes to these Terms**

13.1. Right to Amend: Mobile Oil Vermont reserves the independent right to amend, modify, or update these Terms and Conditions at any time to reflect changes in our services, practices, applicable laws, or otherwise. Any amendments will become effective upon our posting of the updated Terms on the Mobile Oil Vermont website or, if applicable, through direct communication with the Clients via email.

13.2. Notification of Changes: When material changes are made to these Terms, Clients will be notified via email or a conspicuous notice on our website within a reasonable time frame prior to the changes taking effect. Clients are encouraged to periodically review the Terms to understand the current terms and conditions governing the use of our services.

13.3. Acceptance of Changes: Continued use of Mobile Oil Vermont services after any changes to the Terms constitutes your consent to be bound by the revised Terms. Clients will be required to accept the Terms of Service each time a new booking is made. Clients may not utilize services offered by Mobile Oil Vermont without accepting to be bound by the most recently updated Terms of Service.

13.4. Effective Date of Changes: The changes will take effect immediately for new Clients and within 30 days after notification for existing Clients unless otherwise stated in the notice of change.

### **14. Contact**

14.1. For any questions or concerns regarding these Terms or the services provided, Clients may contact Mobile Oil Vermont using the contact details below, also called “official channels” in this document:

Email: [mobileoilvt@gmail.com](mailto:mobileoilvt@gmail.com)

Phone (Call or Text Message): +1 (802) 560-3098

Contact form at [www.mobileoilvt.com/contact](http://www.mobileoilvt.com/contact)