
SURFACE COURSE



These GBR Construction & Property Services, Inc. DBA GBR PAVING, GBR SWEEPING, GBR POWER WASH, GBR GRINDING, GBR PROPERTY SERVICES, Payment Terms are effective January 02, 2022. To review the previous version, go [here](#).

These GBR PAVING Payment Terms form a legally binding contract between Customer and/or Agent and GBR PAVING, govern payments for the Ad Service, and are incorporated into the Ad Terms. All capitalized terms used herein but not defined shall have the meanings set forth in the [Self-Service Advertising Terms of Service](#) (the “**Ad Terms**”)

Additional terms specific to the country in which Customer’s principal place of business is located may apply, as set forth below.

1. Charges.

- a. Customer will pay all charges incurred in connection with the GBR PAVING based on the applicable billing metric (e.g. Asphalt/ Concrete Construction, AC Remodeling, Sealcoat Service, Striping Paint Service, Sweeping Service, Handyman Service, Steam Power Wash, Grinding, etc.) (“**Charges**”). Charges will be based solely on GBR PAVING measurements and are inclusive of any applicable taxes. Customer will pay all applicable taxes and other government charges. If a purchase is subject to taxes (including value-added taxes (“VAT”) or goods and services taxes) and Customer is required by Applicable Laws to remit and report those taxes, Customer agrees to remit and report those taxes to the appropriate taxing authority.
- b. To the maximum extent permitted by law, Customer waives all claims related to Charges not disputed in writing 30 days after the applicable invoice. GBR PAVING may extend, revise or revoke credit and invoice billing to Customer at any time in GBR PAVING sole discretion. Customer is responsible for maintaining the security of its services account and acknowledges and understands that Customer will be charged for any purchases placed on or through Customer’s services account.

2. Payment.

- a. Customer will either be an “**Invoiced Customer**” or “**Non-Invoiced Customer**.” Invoiced Customers are those to whom GBR PAVING extends a credit line and issues invoices for payment on a periodic basis in accordance with the applicable invoicing terms. Non-invoiced Customers are those who make payments at the time of purchase. GBR PAVING may classify Customer as an Invoiced Customer or Non-Invoiced Customer in its sole discretion based on factors such as Type of Service purchase and creditworthiness.
- b. If GBR PAVING classifies Customer as a Non-Invoiced Customer, Customer will submit its payment only by check, money order, cashier’s check, or cash for payment. GBR PAVING does not accept credit card payments.
- c. If GBR PAVING approves Customer as an Invoiced Customer, GBR PAVING will invoice Customer for all Charges and Customer will pay all Charges Net 30 days from its receipt of an invoice, Invoices not paid on time GBR PAVING may charge Customer’s late fees and finance charges, for late unpaid invoices.

- d. By purchasing a Service, Customer authorizes GBR PAVING to obtain credit reports on Customer from one or more credit bureaus, either when Customer purchases a New Service or any time thereafter. GBR PAVING may extend, revise, or revoke credit to a Customer at any time in its sole discretion. If Customer's credit is or becomes impaired, GBR PAVING may require payment in advance of any purchase Service or may disable Customer's ability to purchase any other Type of Services GBR PAVING offers.

3. Late Payments.

If Customer's payment method fails, or an invoice becomes past due, GBR PAVING may take steps to collect past due amounts using collection mechanisms it deems appropriate and it may terminate Customer's use of the Service. Late payments will bear late fee of \$65.00 flat charge and interest at a rate of 3.5% per month or the highest rate permitted by law. Customer will pay reasonable expenses and attorney's fees GBR PAVING incurs in collecting late payment.

4. Cancellation

Customer may pause a GBR Service at any time by colling Customer Service. If Customer's Service has already been established, Customer's Service may continuo for the remaining services in the month and/or up to 30 days after Customer pauses such Service, and Customer is responsible for paying for all Charges incurred for Services render during that period. Customer may visit GBR [Help Center](#) for instructions on how to pause or cancel Services.

5. Refunds.

If all of Customer's Services are paused or cancelled, Customer may request a refund or partial refund of unspent funds of the Year Contract by contacting GBR through the [Help Center](#). GBR reserves the right to evaluate refund requests on a per-case basis and may refuse to provide a refund, including in circumstances where excessive requests have been made or Services have been removed by GBR for violation of GBR terms or policies. For Non-Invoiced Customers, it may take 3-5 business days for the refund to appear in the Customer's payment method account. Customer agrees that the above-described refund constitutes Customer's sole and exclusive remedy, and that Customer is responsible for, and Customer's payment method may be charged for, all fees associated with Services already done before cancellation.