

GENERAL: This document is to define and/or add clarity to the proposals and contracts and the provisions, items and conditions contained therein to the best of our ability but is not all inclusive. The following are included with all contracts indefinitely whether written or oral and whether or not this page actually physically is attached to said contract. The following is subject to change at any time without notice. No failure of Construction Partners, Inc. to enforce any term hereof shall be deemed to be a waiver.

We, our, us: Construction Partners, Inc.
Owner, customer: The person(s), company or corporation, upon whose property the work is being performed, an agent of the Owner.

ACCESS: the Owner shall make any arrangements necessary for us to have safe and unobstructed access to the work site. Any change in conditions beyond our control that shall delay our work due to inaccessibility and/or increase in the cost of completing our work, shall be the responsibility of the owner. The owner shall provide all public utilities and washroom facilities necessary for us to perform our work at no cost to us.

DEBRIS: all or some portion of the debris generated by this project will be disposed of on site in a safe and legal manner in a receptacle provided by the Owner unless otherwise agreed to in the proposal. The Owner then assumes all responsibilities for properly and legally disposing of the debris.

PERMITS: unless otherwise agreed in writing, all direct permit costs and all costs indirectly associated with obtaining a permit, i.e. architectural and engineering fees, survey, etc., are not included in the proposed price and would be an additional cost borne by the Owner.

SPECIFICATIONS: any specifications, plans, engineering and diagrams provided by the owner, engineers, architects, or others, are the responsibility of the Owner for accuracy and meeting the requirements of all local and national codes, whichever may apply. Knowledge of all the various municipality codes and all of their differences and individual interpretations is impossible. Therefore, any additional work and/or corrections due to omissions and errors in the specifications provided by the Owner or agent, or due to unknowns or interpretations of the codes, shall be additional and paid for by the Owner.

MATERIAL: we will make reasonable effort to match the product(s) as specified by the Owner, however, we reserve the right to make substitutions of equal or better grade and quality as is necessary. We will also make reasonable efforts to match materials to existing materials when necessary but due to age, wear, fade, discontinued colors and styles, etc., this may not be possible. The title and ownership of any and all materials delivered to the Owner and/or installed by us or our subcontractor(s) shall remain in our name until the balance of all monies due, including extras, finance charges and legal fees are paid in full, but all liabilities in connection with these materials are the sole responsibility of the Owner. If payment of said monies is not made when due as per the conditions in this contract, then Construction Partners, Inc. will find it necessary to take legal action against the Owner.

ADDITIONAL WORK: any changes in the original specifications and/or amount of work to be completed shall be in writing as an Additional Item, Extra or Change Order. These will be approved either in writing or as an oral contract with the Owner or an agent and lack of a written contract does not alleviate financial reimbursement for all services rendered. Identifying, removal, repair and/or rerouting of all underground or embedded obstructions, utilities/services or other conditions, whether known or unknown, shall be the

responsibility of the Owner and would be an additional cost to the Owner from us to remedy.

DAMAGE: any damage caused by the owner, agents, others in general, Acts of God, etc., is the Owner's responsibility and shall be remedied at no cost to Construction Partners, Inc. Damage caused by de-icing materials or methods used intentionally or unintentionally voids any warranty and relieves us of any responsibilities, financial or otherwise. The Owner also accepts the responsibility to provide reasonable security and protection to the work site and all materials, tools and equipment contained therein.

WORKMANSHIP: all work performed shall be in a professional manner and shall be completed as per manufacturer's installation specifications and trade standards. We will broom clean the work site on a regular basis and dispose of debris in containers provided by the Owner unless otherwise stated.

DELAYS: any delays such as: Acts of God, inclement weather, labor strikes, unavailability of materials, change orders, etc., shall not incur penalties if applicable.

TESTING: asbestos, soil and concrete testing and all costs indirectly associated with them, i.e. remediation, engineering charges and fees, soil stabilization and shoring, de-watering, etc., are not included in the proposed price and would be an additional cost borne by the Owner.

WARRANTY: unless specified in the contract, all manufacturers' warranties, either express or implied shall prevail. Any misuse by the customer or others, Acts of God, vandalism, fire, and other causes of damage are not covered by this warranty.

INSURANCE: upon request, Construction Partners, Inc. will provide Owner with a copy of its general business liability, auto and workman's compensation insurance. Construction Partners, Inc., its officers, employees, and suppliers shall be held harmless of any claim brought about by the customer, agent, their employees, their customers, and others as may apply.

LIENS & WAIVERS: we will provide partial and/or final waivers as required but they are not valid until we receive the corresponding payment. If in the course of our work we feel that it is necessary to file a Mechanic's Lien against the owner, then the owner will be notified of such action, and this additional cost will be passed on to the Owner.

LATE FEES: a 1.5% service charge will be added monthly to all amounts not paid within 30 days of invoice date (APR equals 18%).

DISPARITY: if a disagreement between the Owner and Construction Partners, Inc. can not be resolved, both parties agree to meet before a legal arbitration board. The arbitrators will review all pertinent information and make a final legal and binding decision, which can be entered into a court of law if needed. All arbitration costs, including attorney's fees, court costs, interest at the legal rate, and other legal expenses, shall be reimbursed to the successful party by the other party.

INVALIDITY: if any provision of this document shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions contained within shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

COMPLETE AGREEMENT: the terms and conditions in all quotes, proposals, statements, invoices, etc., are incorporated herein by reference and constitute the entire and exclusive agreement between the customer/owner and Construction Partners, Inc. Acceptance of any proposal written or oral is considered acknowledgement and acceptance of these provisions, conditions, items and terms. All prices are subject to change if not signed and/or agreed to and a deposit paid, if requested, within 15 days of the estimate date.