

COMMERCIAL AND INDUSTRIAL INSTALLATION TERMS:

The terms and pricing outlined in this quote are not subject to verbal change or any other alterations unless approved in writing by the Seller. All material will remain the property of Anchor Fence Inc. until all invoices pertaining to this job are paid in full. Anchor Fence Inc. Retains its rights of ownership, access and/or removal of said material(s) in the event of non-payment. Customer has 3 business days to cancel this contract in writing after signing to start the job. Cancellation must be post marked before the close of business on the third day. Any jobs cancelled within the 3-day time frame; purchaser will be charged a **20%** restocking fee. After 3 business days if nothing is received and customer cancels, the deposit will **NOT** be refundable. *Once fencing materials are ordered from supplier, it cannot be cancelled, and customer agrees to payment of them. **ALL CUSTOM ORDERS ARE NON-REFUNDABLE. NO EXCEPTIONS.** Purchaser must mark and or indicate property lines and Anchor Fence assumes no responsibility for location of the property lines or fence location. All corrections, costs, and relocations will be the sole responsibility of Purchaser and all litigation costs. Anchor Fence Inc. assumes no responsibility for any unmarked sprinkler lines, or any other un- marked burial line or objects. The customer will assume all liability for damage caused by directing Anchor Fence Inc. to dig in the immediate vicinity of known utilities. Anchor Fence Inc. assumes no responsibility for any of Miss Dig's marked or missed marked underground utilities. ***Should there be any unforeseen debris in the ground during post hole digging with or without prior notice, such as, foundations, asphalt, gravel, brick, cement, broken cement landfill, large rock, large tree roots, debris from a demolished building, etc., these conditions shall be deemed hard digs and a fee will be added to the total cost of the contract before or after the job has been started or completed. Customer is responsible for staking (marking) all buried cable lines, yard electrical lighting underground wires, sprinklers, hoses and sprinkler systems and anything else that Miss Dig does not stake out. We will take all necessary precautions as to not go through sprinkler hoses, systems, or electrical lines, etc. We will not be responsible if we go through any of these underground utilities previously mentioned because we are not able see through the ground. There will be a fee charged for each sprinkler line repair. Earth ei., dirt, sand, rocks, etc., removed from digging holes or trenching etc., will remain on the purchaser's property where holes were dug for their disposal.** An additional 4% will be added to all invoices for credit card payments of over \$2000.00. Quoted price includes Liability insurance up to \$2,000,000, additional insurance requires a surcharge which will be added to all applicable invoices. By signing this contract customer agrees to all terms and stipulations. This contract supersedes all other contracts related to this job. All installations will be installed per customer's instructions. If customer makes changes once installation has begun, and or materials have been ordered, said customer will be charged for all new material and labor fees. In the event of a dispute with this contract, cost, deposit, balance owed, materials, installation and /or anything else, etc., purchaser, customer, signee and/or payee will be responsible for collection costs on all outstanding accounts, including all attorney's fees, and litigation costs.

WARRANTIES: We service for a period of two years any part of your fence that may prove defective due to workmanship. All materials are warranted through manufacturers only i.e., steel, aluminum, vinyl, and chain link. Any verbal assurances of guarantees and/or warranties have no validity at any time. Anchor fence does not warranty any gates and hardware. All warranties become null and void if customer does not or refuses to sign contract/invoice. Failure to pay in full as agreed will void all guarantees and/or warranties. Anchor Fence Inc. will not be held liable at any time during and/ or after installation and/or repair of your fence, for any damages incurred by acts of vandalism, nature, i.e., storm damage, wind damage, flooding, or fire and/or anything else that would be considered acts of God. Also, the fulfillment of performance of said quotation and agreement may become invalid in time of work strikes, accident, and fire, unavailability of materials or circumstances beyond our control. Typographical and stenographic errors subject to correction. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on purchaser's for mal order will not be binding of the seller. Rev. 8-27-21

Signature to Accept Bid and Terms x _____ Date: _____

INSTALLATION TERM(S): ALL AGREEMENTS MUST BE DONE IN WRITING. ABSOLUTELY NO VERBAL AGREEMENTS BETWEEN SALESMEN, MANAGERS, REPRESENTATIVES, OFFICE PERSONNEL, SUBCONTRACTORS AND OR INSTALLERS. Subcontractors and/or installers cannot make changes to customer's job. All and any changes are done through our office personnel ONLY in written form. All agreements between Purchaser and Salesmen, and/or estimator must be done in writing and approved by Seller's Sales Manager before work commences. Any and all rewritten or revised estimates cancels out previously written estimates. Customers cannot add any additional fencing or work to their job with subcontractors and or installers before and or after installation without management approval and customer's signature for all changes and charges to be added to the job balance. Any and all additional work must be approved through our office personnel in written form ONLY. There will be no third party negotiations whatsoever between our suppliers and merchants whether it be in writing or verbally. By signing at the start, on completion, or anywhere else on this contract Purchaser agrees to all the terms and stipulations. By initialing in diagram box or signing this contract customer verifies that all lot lines and scope of work to be done is correct to customer's specifications.

All fencing will be installed to average grade unless otherwise specified. Seller assumes no responsibility for grade of the land including dips and or slopes that may cause bottom gaps under the fence. After fence is installed per Purchaser's instructions and they don't like the look due to Purchaser's elevations and slopes of their property or the leveling of the fence, or any changes made to landscaping after fence installation Purchaser must pay an added cost to change fence leveling, location, height, angle of fence and or the grade of ground level and for materials and labor to make changes. This cost will be determined by Seller at the time of change. Once a gate is hung per customer's instructions on the contract and customer changes anything about the gate after the gate has been hung said customer must pay for all new charges for new materials and labor. When materials are left on job site, customer assumes full responsibility of all materials and the location for placement of the materials and surface condition of location once materials are moved. Purchaser must mark and/or indicated property lines and seller assumes no responsibility for location of property lines.

*The Seller is not responsible for the accuracy of property owner's designation as to the fence location. If fencing is installed in the wrong location, Purchaser must pay added costs to have the fence taken down and reinstalled in the correct location. Any disputes concerning the location of the fence installed will be solely the purchaser's responsibility and all litigation costs. If a Property owner and or Purchaser should have to obtain a survey, the Property owner and or Purchaser is required to obtain a surveying company for that service. Lot lines shall be cleared for workmen of flowers, shrubs, and obstructions at least 2 feet on each side of fence line, unless otherwise specified in the quote of this contract. Where contract calls for removal of existing fence, the Seller will pile material on premises and the Purchaser shall dispose of at his own cost, unless otherwise specified in the quote of this contract. Earth i.e., dirt, sand, rocks, etc., removed from digging holes or trenching etc., will remain on the Purchaser's property where holes were dug for their disposal. Anchor Fence Inc. does not remove dirt from customer's property.

Seller shall not be liable for delays caused by strikes, weather conditions, delays in obtaining materials, permits or any other causes beyond our control, etc. Care will be taken when doing concrete breaks or cutting into a cement walk or driveway to prevent cracking, however, should this occur, the Seller shall not be held responsible. *Should there be any unforeseen debris in the ground during post hole digging with or without prior notice, such as, (foundations, asphalt, gravel, brick, cement, broken cement land fill, large rock, large tree roots, debris from a demolished building, etc.) these conditions shall be determined as hard digs and an added fee will be added to the total cost of the contract before or after the job has been started or completed.

Customer is responsible for marking all personal buried underground electrical lighting wires, sprinkler lines and head systems, barbeque gas lines, personal drainage pipes, etc. We will take all necessary precautions as to not go through any of these underground utilities, etc. AFI assumes no responsibility for any marked, unmarked or missed marked underground utilities etc., whether they are personal markings or Miss Dig markings. AFI will not be held responsible if we go through any underground utilities. Customer assumes all liability and costs for damage caused by directing AFI to dig in the immediate vicinity of any utilities whether personal utilities or Miss Dig municipal utilities. We cannot see through the ground whether utilities are under the top or deeper into the ground. We will take all necessary precautions. Should there be any attorney fees and litigation costs pertaining to any personal or Miss Dig markings, missed marked or unmarked utilities all costs will be the sole responsibility of the customers. All repairs and costs are the sole responsibility of the customer. There will be a fee charged for each sprinkler hose line repair in the amount of \$25.00 each.

If customer pulls their permit, it is the sole responsibility of the customer to call for final inspection and to call Miss Dig. If we pull the permit, we will call for final inspection and Miss Dig. Mortgage surveys are only used for the cities use to verify approximate property locations in order to obtain a permit. If a permit is required, we will pull the permit for a fee. There will be (2) fee charges which will consist of the permit fee and our costs to pull the permit. After the permit is obtained the (2) fees will be added to the final balance due on completion of the installation. Most permit fees and bonds will not show on the customer's contract copy that they have at the time of their deposit was made. With most cities we don't know what the charge will be for a permit until after it is applied for. If a job should be canceled because a permit will not be approved by the city, there will be a 20% fee deducted from the deposit for all clerical work.

Customer has 3 business days to cancel this contract in writing after signing to start the job. Cancellation must be postmarked before the close of business on the 3rd day. Any jobs canceled within the 3 day time frame, Purchaser will be charged a 20% restocking fee. After 3 business days if nothing is received and customer cancels, the deposit will not be refundable. *Once fencing materials are ordered from supplier, it cannot be cancelled and customer agrees to payment of them.

ALL CUSTOM ORDERS ARE NON-REFUNDABLE. NO EXCEPTIONS. *Once the materials have been ordered, fabricated, delivered, the installers have started the job, and or the Purchaser makes any changes to the job whether to increase the job size, decrease the job size or to change to different materials there will be a change order fee charge added to the cost of the job in the amount of \$200.00 plus the cost of any materials and labor if needed. This charge will be added each time the contract is changed. If said customer doesn't expect charge fees for the changes they themselves made to this contract, or cancels this contract, this contract becomes null and void and the deposit is **non-refundable**. Further the Seller shall have the right to dismantle and remove off Purchaser's property, without notice, all fencing materials installed and they shall remain the property of the Seller for breach of contract and or for non-payment. If Seller supplied and paid for fencing materials, all materials remain the property of Sellers until contract is paid in full and all payments have cleared. If for any reason the customer is confrontational, combative, or verbally abusive to installers, installers shall leave said premises and deposit is non-refundable, all materials remain the property of AFI and all litigation costs will be the sole responsibility of the customer. If the customer still wants AFI to come back out and complete their installation, the complete balance of customer's job MUST BE PAID FIRST before AFI will come back out to finish their installation; No exceptions.

By signing at the start, on completion, or anywhere else on this contract Purchaser agrees to all the terms and stipulations. By signing this contract customer is satisfied with all materials used, installation performed and agrees to pay this contract in full. We reserve the right of refusal for any service or installation. We reserve the right to place a lien on any and all Purchaser's and or Owner's property and or building structure for non payment of materials, repair services or fence installation. All liens will be charged a 1.5% monthly fee on the unpaid balance of the contract every month thereafter for the length of the lien. A 1.5% service charge will be added 7 days after completion to the unpaid total and or unpaid balance. All and any bills outstanding for more than 30 days will accrue interest at the statutory rate of 7% per month. All fencing materials remain the property of Seller until this contract is paid in full by purchaser, customer, signee and/or payee and payments have cleared. If fence should be removed for lack of payment, then all prior payments made by the purchaser and/or other persons shall be forfeited and applied as liquidating damages. In the event of a dispute with this contract, cost, deposit, balance owed, materials, installation and/or anything else, etc., purchaser, customer, signee and/or payee will be responsible for collection costs on all outstanding accounts, including all attorney's fees, and litigation costs. This contract is subject to late fees, service fees, and lien fees, if necessary. Seller reserves the right to place our fence sign's on Purchaser's fence at an appropriate location that we choose. If purchaser refuses signage to be placed on their fence and left on, or removes the signage all warranties become null and void. We reserve the right to take before and after pictures of fence installation and possibly use them in our brochure or on our website. **This Contract Supersedes Any And All Other Contracts Related To This Job. Any changes and/or charges will be in written form by our office ONLY.** Typographical and stenographic errors subject to corrections.

"WE BEAT OR MATCH ALL QUOTES" - This is contingent upon the Quality and Comparability of all materials by an established licensed and insured company. Quotes from another company must be shown at the time of your estimate from us, or before the deposit is paid.

WARRANTIES: We service for a period of two year any part of your fence that may prove defective due to workmanship. Seller is not responsible for any warping, cracking, shrinking, splits in grain, knot holes, discoloration of wood that naturally occurs and offers no warranties, or guarantee's due to the fact that these phenomenon are natural and are produced with time. If requested, Purchaser will be informed of the care of wood fences to help prevent this process. All efforts are the Purchaser's sole responsibility. Seller is not responsible for any fading, discoloration, scratches, marks, and any other imperfections, etc., on vinyl, aluminum, and all steel materials.

Anchor Fence does not warranty any gates and hardware. Solar Caps have a two year warranty through the manufacturer only. If in any case solar lights are defective or run out of power, it is the responsibility of the customer to call the manufacturer; however Anchor Fence will provide the number of the manufacturer if requested. All materials are warranted through manufacturers ONLY i.e., vinyl, steel, aluminum, and chain link. Any verbal assurance of guarantees and/or warranties have no validity at any time. All warranties become null in void if customer does not or refuses to sign contract/invoice. Failure to pay in full as agreed will void all guarantees and/or warranties. Anchor Fence will not be held liable at anytime during and/or after installation and/or repair of your fence, for any damages that are incurred by acts of vandalism, nature, i.e., storm damage, wind damage, flooding, or fire and/or anything else that would be considered acts of vandalism, nature and/or God must be claimed through your insurance company. PVC Vinyl estimates are valid for 30 days only. All estimates for steel, PVC, galvanized metals, aluminum and wood materials are subject to change on a days notice due to the rapid increasing costs nationwide from material suppliers. Rev. 10/12/2021 *Purchaser- Customer *Seller-Anchor Fence