

Home Exterior Systems - Terms & Conditions and Warranty

Responsibilities Home Exterior Systems, LLC (The Company) / Owner

1. Proposal: The Company agrees to provide the Owner a clear and comprehensive scope of work with transparent pricing; our goal is to use the best Manufacturers, Distributors and Crews available. Owner agrees to read the proposal and ask questions regarding anything they do not understand prior to the job starting.
2. Acceptance of Proposal: The prices, specifications, Terms and Conditions are satisfactory and are hereby accepted. Company is authorized to do the work as specified. **IMPORTANT NOTICE**: You and your contractor are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the Terms and Conditions of this contract, you hereby consent to Home Exterior Systems, LLC and/or its subcontractors to assert a Mechanic's, Contractor's, or Materialman's lien against your real property in accordance with Chapter 53 of the Texas Property Code. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**
3. Acceptance: The Company agrees to provide the products and services outlined in this Proposal subject to the Owner's compliance with the Terms and Conditions of sale as set forth in the Proposal. The Company agrees to do the work (the "Work") contained herein for the Owner.
4. Authority to sign: Any individual executing this contract represents and warrants that they have the authority to sign this agreement as the Owner. Owner warrants to Company that they are the legal owner of the Property.
5. Entire Agreement: This Agreement and the Attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof. All prior oral agreements, representations, warranties and covenants are contained herein. There are no separate warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement **MUST** be in writing and executed by the contracting parties.
6. Work Standards: All work performed by The Company under this agreement shall be done in a good and workmanlike manner and in accordance with manufacturer's specifications. The Company will remove and properly dispose of the debris generated by the removal and installation of material under this Proposal.
7. Supervision: The Company has Project Managers who supervise and direct the work using their best skills and attention. The Project Manager is an independent contractor and shall be solely responsible for all construction means, methods, techniques, sequences and procedures for contracting and performing all portions of the work and quality control under the agreement.

8. Insurance: The Company has in force General Liability Insurance and Property Damage Insurance in connection with all work executed by The Company on the Owners premises. A certificate of insurance will be provided upon request. Owner agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property sufficient to cover the Work and materials under construction by the Company and agrees to compensate the Company for losses sustained by these conditions.

Pre-Construction Meeting (PCM):

Objective: Ensure the Owner and Project Manager are aligned on the scope of work included in the approved proposal and discuss potential Change Orders based on the Project Manager's experience and what they can see during the PCM.

1. Product Specifications: The Owner must finalize all product specifications (style, color selection, etc.) prior to being placed on our start schedule. ***The Owner alone is responsible to ensure their product specifications are in compliance with Home Owners Association requirements before giving them to The Company. If requested, your Sales Consultant and The Company are happy to assist with the process of obtaining HOA approval.*** The Owner shall bear any increased cost due to changes in these selections if these changes result in an increased cost to The Company, i.e. changing from 8.25" to 5.25" siding.
2. Force Majeure: Any delay in or failure of performance by Company under this Agreement will not be considered a breach of this Agreement and will be excused to the extent the delay was caused by any occurrence beyond the reasonable control of such party including, but not limited to, Acts of God such as fires, hurricanes, floods, tornadoes, microbursts or other weather conditions, or labor or materials shortages, strikes, or delays.
3. Work Areas: Owner agrees to keep the work area free of children and pets. Owner shall be reasonably available during construction for clarification of specifications, approval of Change Orders and to provide adequate access to the Property as may be required. Owner shall grant free access to work areas for crews and vehicles and shall allow areas for storage of materials and debris. Owner agrees to provide to The Company at no charge, electric power and water for construction purposes. Owner agrees to keep driveway clear for movement and parking of trucks during normal work hours. The Company and its crews are not responsible to keep gates closed for animals or children. The Company and its crews are not responsible for reasonable wear and tear of driveways, walkways, decking, lawns, shrubs or other vegetation by movement of trucks, men, equipment, materials, debris, etc.
4. Protection of Owner's Property: The Company will take due care when working with or near existing structures and fixtures, but as a precaution Owner is responsible to remove from walls or ceilings, items such as, but not limited to: chandeliers, photos, paintings, china cabinets and other breakable or sentimental items. Owner is

responsible to secure items of value in or on the Property. Owner acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing Property. The debris generated from this work and related procedures may cause inconvenience or discomfort which is normal construction wear and tear conditions, and not Company negligence and may include, but is not limited to: nail and plaster pops, cracks to walls or ceilings of existing structures, flaking of wall paint, disturbance to wall tile and grout, debris falling into an attic, cracks in brick or mortar, and cracks in glass. The Company is not responsible for unavoidable damage to old or brittle materials such as, but not limited to: roof shingles, exterior lights, fixtures, outlets and vents. Owner waives any claims relating to damage to old, rotten, or brittle materials.

5. Interior Access. Except as otherwise documented and agreed to in the Pre-Construction Meeting, Owner agrees to move or remove all draperies, blinds, shades, furniture and any other items that are in the immediate vicinity of any window or door which is to be replaced. The Company is not responsible for damage to any items that it moves to access or facilitate the installation of windows or doors.
6. Pre-Existing & Hidden Conditions: The Company will take due care when working with or near existing structures and fixtures, but The Company is not responsible for pre-existing structural defects or hidden damage such as improper, uneven, inadequate framing, decking, sheathing, flashing or tile installation, rotted or decayed wood, termite damage, mold, mildew, asbestos, lead paint or any other pre-existing condition that may ultimately affect the work being done. The Company is not responsible if we damage HVAC, plumbing, electrical, telephone, internet or satellite cabling that was hidden or not installed according to building code standards. In the event work needs to be performed to correct any pre-existing or hidden conditions, it will be done in accordance with the Change Order policy.
7. Satellite Dishes & Chimney Caps: The Company is not responsible to re-align satellite dishes or replace chimney caps that do not fit over the new siding.
8. Swimming Pools: The Project Manager is responsible for job site safety and will discuss options to balance the risk of covering the pool to keep debris out of the pool verses someone stepping on the cover, falling into the pool and getting hurt.
9. Wind Zone Inspections: The Company is responsible to perform all work in a TDI Wind Zone under this agreement in accordance with TDI standards and specifications. Owner shall reimburse The Company the actual cost of all required inspections performed by the qualified Engineering firm hired to perform the inspections and file the WPI-8 paperwork. The final balance is due at Substantial Completion, The Company has no control over how long it takes for your WPI-8 to appear on the TDI website.
10. **LIMITATION OF LIABILITY: Owner acknowledges and agrees that at no time shall The Company's liability exceed the total amount charged for the Work**

performed under this Agreement. In similar manner, Owner agrees that Company's liability will not include consequential damages, special damages, exemplary or punitive damages, or other damages separate and apart from the amount actually paid for the Work. The Company shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber etc. Due to the nature of the Work, damages to the property sometimes occur. The Company is not liable for weather related problems such as wind driven rain, gutter and window sill back-ups, or Acts of God. The Company is not liable for any ponding of water or improper drainage due to incorrect sloping of existing roof structure or roof structure problems that could cause sagging or unevenness in existing roof deck. Owner acknowledges that The Company is only responsible for damages to the property and the contents therein under Company's liability insurance, if The Company, or its Subcontractors are held or found to be liable for damages..

11. Hurricanes and Flooding: The Company takes pride in its work and customer service, but when widespread flooding and damage occurs from a hurricane or flooding, The Company has no way to determine every property affected by water damage or flooding or the extent thereof. The Company therefore cannot be responsible or liable to the Owner and his/ her family for mold, fungi, mildew, and microbial growth or the effects thereof resulting from not properly drying out of the Owner's home and the proper application of antimicrobial agents prior to the work performed by The Company. The Company does not engage in the drying out of sheetrock, insulation, or any other building material or component in connection with the Owner's home which may have been affected by water, moisture, and/ or flooding. Owner should have moisture levels in the home and indoor air quality determined by a competent and certified professional. Based on the foregoing, Owner hereby agrees to Release and forever HOLD HARMLESS The Company from any and all liability and damages of any and every nature in any manner related to not properly drying of building components of the home and effectively treating materials with proper antimicrobial agents prior to the installation of The Company's products. Owner agrees to release and hold harmless The Company from all damages, HARM, AND INJURY, including but not limited to damages for mold growth, fungi, microbes, and sickness and injury resulting from exposure to mold, mildew, fungi and microbes.

12. Change Order Policy (Required / Optional Work): The Owner may, from time to time during the progress of a job, request additional work other than specified in the contract. These changes have an impact on several aspects of the project. In order for The Company to facilitate these changes with maximum efficiency, the following policy has been listed for clarification:

- Every Change Order made to the agreement must be in writing, signed by the Owner(s) and indicate the agreed upon price of the addition or charge.
- Owners agree that in the event both Owners are not available to sign the Change Order, either is authorized to sign alone.

- If an Owner is unable to sign the Change Order, Owner may send a text to the Project Manager or call The Company's office to confirm approval.
- Change Orders are due upon completion and excluded from Prompt Pay Discount.
- Owner understands and agrees that each approved Change Order will interrupt the timing and flow of work and delay the completion of the job. Any stated completion dates will be extended as a result to accommodate the requested change.

Payment Terms

1. Payment Amounts & Terms: are on the proposal; all discounts have been applied.
2. Following the Pre-Construction Meeting (PCM) if you are ready to move forward and hold your place in line we require a non-refundable \$1,000 deposit that is applied towards your project.
3. Prompt Pay Discount: The Company "Total Prompt Pay Cash Discounted Price" includes a Prompt Payment Discount when payments are made by check, ACH or Zelle per the approved proposal and these Terms & Conditions.
4. The Company has the option to require: a) 35% the day materials are delivered and work begins; b) weekly payments based on percent of completion; c) Change Orders be paid upon completion.
5. Special order material will be placed once 50% of project is paid
6. **Project balance is due within 24 hours of substantial completion, failure to do so entitles The Company to waive your Prompt Pay Discount.**
7. Payments: Failure of The Owner to make a payment when due shall constitute a material breach of contract and shall entitle The Company to suspend all work and shipments until payment is made. Default: Owner shall be in default of this Agreement at any time if Owner does not tender payments as listed in Payment Terms of this Agreement. Upon Owner's default, the Company may immediately discontinue Work and the entire balance shall be immediately due and payable.
8. Outside Financing: If the Work is financed through an outside lending agency, the Owner agrees to execute and deliver all necessary documents required by the lending agency in advance of commencement of the Work. Upon notice of Substantial Completion of the Work, the Owner will execute a certificate of substantial completion, if required.
9. Retain, Back-charge or Offset: Owner has no right to retain, back-charge or offset against any amounts payable to The Company or bring any claim against The Company without written notice and reasonable opportunity to cure.
10. Dispute Resolution: If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a mutually agreed upon mediator in Houston, Harris County. If mediation fails,

any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered in Houston, Harris County, Texas by a Sole Arbitrator associated with the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. Late Payment / Service Charge: Any funds owed greater than 30 days beyond notice of Substantial Completion are subject to a service charge of one and one-half percent (1.5%) month on the unpaid balance.
12. Waiver: The Company may accept late payments or partial payment checks, bank drafts, or money orders marked "Paid in Full" without waiving any of its rights related to this Agreement.
13. Notice of Cancellation: either Party may cancel this transaction without any penalty or obligation within three (3) working days from the date of this agreement, or following the Pre-Construction Meeting BUT BEFORE material has been ordered. Any cancellation received after that period is subject to a charge up to the labor and material invested by The Company, less any amount that can be returned for credit.

If Owner cancels, Owner must make available to The Company, at Owner residence, in substantially as good condition as when received, any goods delivered to Owner under this agreement or sale. If Owner fails to make the goods available to The Company, Owner will be liable for the cost of the materials under this agreement.

To cancel the transaction, call 281-797-8367 and talk to Customer Service, send an email to: admin@HomeExteriorSystems.com, or mail your cancellation notice to:

Home Exterior Systems
2500 E. TC Jester, #190
Houston TX 77008

Attn: Customer Service

I hereby cancel this transaction Date: Owner's Signature:

Miscellaneous

1. Surplus Material: Any surplus material remaining after completion of job shall remain the property of The Company. No credit will be due to Owner upon return of such material.
2. Trash Trailers and Dumpsters: are for the exclusive use of Company crews to dispose of approved job related debris. Owner agrees not to allow anyone to place anything in them.
3. Photograph Rights: Owner agrees to allow The Company to take photographs/video of the work areas, before the job, during the job and after completion of the job. The Company may also use photography/video of the work for its advertising

and promotional purposes. Owner waives any ownership or privacy rights in any photographs or videos taken of the work.

4. Job Sign: Owner agrees to allow The Company to place a job sign in the yard for the duration of the job.
5. Neighborhood Mailers: Owner agrees to allow The Company to send post cards and brochures to the neighborhood surrounding the job, referencing the work performed for Owner. Only the Owner's address will be used, not their name or phone number.
6. Governing Law: This Proposal will be governed by and construed in accordance with the laws of the State of Texas as to all matters, including, without limitation, matters of validity, interpretation, construction, effect, performance, enforcement and remedies.
7. Attorneys' Fees: In the event that legal proceedings are instituted for the recovery of the unpaid Agreement price and any additional charges due, the Owner agrees to reimburse all actual costs, expenses and attorneys' fees incurred by the Company.
8. Consumer Credit Commission: The agreement is subject in whole or in part to Texas law, which is enforced by the Consumer Credit Commission, 2601 N. Lamar Blvd., Austin, TX 78705-4207, phone (800) 538-1579, www.occc.state.tx.us.
9. Severability: If any provision of this Agreement is adjudged by any Arbitrator to be void or unenforceable, the voided term alone shall be stricken and replaced with a reasonable term with remaining provisions shall survive in full force and effect.
10. **Understanding**: **Owner represents that he/she has read this agreement and understands the Terms and Conditions hereto.**

Warranty

1. Warranty: In order for any warranty to be in effect, Owner must: (1) have paid all sums owed to Company under this Agreement and any applicable Change Orders; (2) notify The Company in writing upon discovering any defect or failure of the Work performed; (3) not allowed any third party to, in any way, alter or repair any of the Work performed by Company. Normal maintenance and care of Work installed is the Owner's responsibility. Owner's exclusive remedy for a breach of this limited workmanship warranty shall be repair of any defects in workmanship only.
2. Limited Material Warranty: The Company warrants that the materials or accessories furnished and used by The Company are the quality specified. The Company does not make any warranties of materials of the manufacturers, the materials carry whatever warranty those manufacturers provide. Owner acknowledges that the manufacturer's written warranties and guarantees are available on the manufacturer's website. The Company shall assign any manufacturer's warranty to the Owner. There are no warranties, which extend beyond the description in this agreement.
3. Limited Workmanship Warranty - Replacement (Non-Concrete, Brick and Stone): In addition to the manufacturer's warranty, The Company further warrants any defective workmanship provided for the installation of the products for a period of 5 years. The workmanship warranty period commences upon substantial completion. Warranty does not cover damage to coating, wood rot, or other damage to exterior covering materials caused by misuse, negligence, hail, wind, wind driven rain, tornado, microburst, improper venting, or improper construction materials or design. There are no warranties which extend beyond the description in this agreement.
4. Limited Workmanship Warranty - Repairs & Handyman Services: In addition to the manufacturer's warranty, The Company further warrants any defective workmanship provided for the installation of the products for a period of 1 year. The workmanship warranty period commences upon substantial completion. Warranty does not cover damage to coating, wood rot, or other damage to exterior covering materials caused by misuse, negligence, hail, wind, wind driven rain, tornado, microburst, improper venting, or improper construction materials or design. There are no warranties which extend beyond the description in this agreement.
5. Limited Workmanship Warranty - Replacement (Concrete, Brick and Stone): In addition to the manufacturer's warranty, The Company further warrants any defective workmanship provided for the installation of concrete, brick and stone products for a period of 1 year commencing from the substantial completion of the installation. Hairline cracks are not covered under warranty. We strive to achieve the best results possible but every mix is different, The Company does not guarantee that concrete, cement, brick and stone colors will be identical or that the surfaces will be free of any imperfections. Hairline cracks are not covered under warranty. The industry standard for repair of cracked concrete is 1/2" or larger, cracks 1/2" or larger will be reviewed and if warranted cut out and filled.

6. Soil Conditions: Unstable and variable soil conditions can cause considerable ground movement. This movement places stress on structures which may result in cracks on concrete, brick, stone, window/door openings and caulk joints. In addition, this movement may affect the operation of doors, windows and locks. The Company accepts no responsibility for movement due to soil conditions or for correcting any of the above.
7. Salt Water/Air: Damage caused by sand and salt is unavoidable and causes external finishes to age and rust prematurely. Sand blowing in from the beach, and salty sea air cause rusting metalwork, chipping and scratching to paintwork, and damage mechanisms such as window and door latches. The Company accepts no responsibility for damaged caused by salt water and air.
8. Care and Maintenance: The Owner is responsible to follow the manufacturer's recommendations to clean and maintain their products on a regular basis. Do not attempt to clean coatings until at least 4 weeks after it has been applied. Over time dirt, dust, air pollution, and other contaminants can accumulate on the surface of the coatings causing them to look dirty and weathered. The dirt and contaminants can support the growth of mildew.
9. Service Calls: Service calls requested by the Owner shall be included in the workmanship warranty only if the call is an installation issue. Calls related to the manufacturer's warranty will be coordinated with the manufacturer. On service calls where it is deemed by the Company to be a non-warranted item, the Owner may be charged for the service call or work performed at Company's established rates..
10. Notice of Potential Warranty: to notify The Company of a potential warranty issue send an email to: warranty@HomeExteriorSystems.com with: 1) a description of the issue and location (example: water stain on drywall above bedroom window, located on back of house, 1st floor, 2nd window from the left) and; 2) a photo taken at a distance that shows both the damage and location within the room or on the house. We warranty that we installed the products on your home according to the manufacturer's recommendations, no one can warranty that you will never have water infiltration from wind driven rain. Our Project Managers perform warranty site visits based on the nature of the issue and the order we received them. Our goal is that your Project Manager will communicate with you on when they plan to be in your part of town and to schedule a time to address your issue. If you are not contacted within a week, please call the office at 281-797-8367. We are a family owned and operated company whose goal is to treat our customers in a fair and professional manner. We do our best to attract and retain the best Project Mangers and crews in the city, unfortunately we do not have access to unlimited qualified resources. We appreciate your patience while we do our best to prioritize, communicate and complete our work.