

Terms & Conditions

By signing below, the undersigned Customer hereby makes the following agreements, representations, and covenants with Arrowhead Deck & Pools ("ADP") with respect to the services to be performed by ADP as detailed in the accompanying invoice (the "Services"):

1. Job Site. During the full period of time in which the Services are being provided and the subsequent curing/drying/setting time specified by ADP, Customer shall ensure that the entire area that will be serviced by ADP (the "Job Site") is free from obstruction, and that ADP has reasonable access thereto. Compliance with this covenant shall require the Customer to do the following, which list is not exclusive: (a) remove and/or keep the Job Site and access corridors clear of all trees and landscaping features, furniture, equipment, plant pots, vehicles, vending machines, trash cans, ash trays, and all other objects (b) turn off all fountains and sprinkler, drip, irrigation, and other landscape water systems, (c) ensure the pool water level is no higher than 4 inches below the top of the pool, (d) prevent people and animals from entering the Job Site, walking on the relevant surfaces, or using any nearby pool or water feature, and (e) provide locks and keys to ADP if Customer wishes ADP to lock the Job Site during non-working hours.

2. Payment. Upon signing this document, Customer shall pay 50% of the total cost of the Services as set forth on the accompanying invoice, and shall pay the remainder upon completion of the Services. Late payment shall be considered a material default and result in interest accruing on the unpaid amount at a rate of 1.5% per month.

3. Acknowledgements.

a. Concrete including Stamped Concrete: Customer acknowledges that it is normal and not a defect for new concrete to have or develop imperfections in color with some areas lighter or darker than others, and for the surface texture to vary. Stains and/or dyes added to cement mix will result in inexact color as the base color of the cement will vary due to manufacturer blending of raw materials. Customer also acknowledges that concrete is susceptible to settling and cracking due to roots, soil movement, heavy minerals, and a number of other causes over which ADP has no control, and the Services are not designed to, nor will they, prevent the existence, development, or worsening of such settling or cracking. Customer further acknowledges that untreated concrete is porous (not water-tight), and exposure to moisture on any untreated surface area (for example an exposed crack or side) can weaken or cause the failure of sealant or treatment applied to adjacent concrete.

b. Coatings: Customer acknowledges that acrylic, epoxy, and all other coatings ("Coatings") are susceptible to hard water deposits, such as calcium and lime, and whitening may occur over time particularly if standing water is present. Such deposits can be largely prevented and/or removed with proper maintenance, but ADP neither performs such services, nor recommends any particular regimen since each surface and property has different needs. Customer acknowledges that Coatings installed around a pool may result in dust and debris entering the pool, and although ADP will clean the Job Site, ADP shall not be responsible for removing from the pool any debris smaller than 1 inch in diameter or otherwise cleaning the pool.

c. Pavers: Customer acknowledges that it is normal and not a defect for (i) pavers to shift, settle, and move over time; (ii) weeds to grow between pavers or through them if pavers have cracked; and (iii) pavers to discolor over time due to efflorescence or if/when they are exposed to dirt, sun, heavy minerals.

4. Warranties: ADP warrants that it will perform the Services in a good and workmanlike manner and in accordance with all accepted standards of the industry. ADP provides no warranties whatsoever on materials. The manufacturer of materials used by ADP in the Services may provide a materials warranty, but ADP makes no representations or covenants regarding the existence, extent, or duration of any such materials warranties. There are no warranties that extend beyond the description on the face hereof. All warranties set forth herein are void if the requirements set forth in §1 above are not met. The warranties provided herein do not apply to damage resulting from Customer's or its invitees' negligence or intentional acts. ADP provides any warranty claim must be asserted in writing to ADP prior to expiration of the relevant warranty period in order to be timely. The following service-specific limited warranties and limitations of warranties are also in force to the extent applicable to the Services:

a. Concrete Pouring: Other than as expressly set forth above, ADP disclaims any and all warranties related to concrete poured by ADP.

b. Concrete Polishing: Other than as expressly set forth above, ADP disclaims any and all warranties related to concrete polished by ADP. Variations are to be expected to the surface texture, feel, or color, or overall appearance of the polish, as such variations are part of the products' aesthetic appearance. The polished surface should never be cleaned with an acid-based cleaner.

c. Coatings: If a Coating delaminates from the surface to which it was applied within 3 years after application by ADP as part of the Services, and such delamination is a result of ADP's failure to apply the Coating according to industry standards for the relevant Coating material, ADP will repair the affected area (the "Coating Warranty"). This Coating Warranty does not cover variations to the surface texture, feel, or color, or overall appearance of the Coating, as such variations are part of the products' beauty and rustic character. ADP recommends that the coated surface be



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resealed every 3-5 years, and is willing to provide such service for a fee. If Customer hires a person or company other than ADP to repair or reseal the Coating during the 3-year warranty period, the Coating Warranty is void.

d. Pavers: If pavers are damaged within 6 months after installation by ADP as part of the Services, and such damage is the result of ADP's failure to initially install the pavers according to industry standards for the relevant paver material, ADP will either repair or replace—in its sole discretion—the damaged pavers.

e. Waterline Tile: If waterline tile delaminates from the surface to which it was applied within 2 years after installation by ADP as part of the Services, and such delamination is a result of ADP's failure to install the tile according to industry standards for the relevant tile material, ADP will repair the affected area.

f. Pool Interiors: If plaster or quartz delaminates from the surface to which it was applied within 2 years after installation by ADP as part of the Services, or if Pebble Tec delaminates from the surface to which it was applied within 5 years after installation by ADP as part of the Services, and such delamination is a result of ADP's failure to install the material according to industry standards for the relevant material, ADP will repair the affected area(s).

5. Release. Should Customer fail to meet or abide by all requirements set forth in §1 above, (a) Customer agrees to pay ADP the cost of any and all additional material and labor necessary to complete the Services, and (b) Customer hereby releases ADP and its principals, employees, contractors, and affiliates from any and all claims and causes of action arising from, related to, or caused by—in whole or in part—such failure, including without limitation damage resulting from ADP's workers having to move obstructions from the Job Site or access corridors, irrigation water preventing proper setting/drying, and footprints made in wet concrete.

6. Authority. Customer is the owner of the Job Site, or has express written consent from the owner of the Job Site to have the Services performed at/to the Job Site. The individual signing below on behalf of the Customer has full legal authority to execute and bind Customer to these Terms & Conditions.

7. Miscellaneous. This agreement, together with the accompanying invoice, sets forth the complete understanding between ADP and Customer, and no other agreements, written or verbal, shall have any force or effect. Any changes to the Services, costs, dates of work, or Job Site are void and of no force or effect unless set forth in writing and approved by ADP and Customer. ADP will not be responsible in any way to the owner, builder, developer, or any and all third parties for any liquidated damages, costs, fees, or penalties associated with or related to any construction or building delays, loss of time, schedule or commitments which are directly or indirectly a result of prevailing market conditions. ADP will make all reasonable efforts to communicate such changes to the recipient of this proposal in a timely manner. In the event any changes to the proposed project are made, this bid and contract may be modified or supplemented as necessary. Acceptance of the prices contained herein constitute agreement of all the terms and conditions in the above sections. Arizona law shall govern this contract and the Services. Customer hereby submits to the exclusive personal jurisdiction and venue of courts located in Maricopa County, Arizona. In any dispute related to the Services or this agreement, the prevailing party is entitled to its reasonable attorneys' fees and costs from the non-prevailing party.

Customer Printed Name

Company Name

Customer Signature

Date