

# TERMS AND CONDITIONS

- 1. Office Approval.** All contracts are subject to approval by Prince William Home Improvement manager and/or officer of company.
- 2. Damages for Canceling.** You have a limited right to cancel this contract. You may do so only in the time stated in the contract or allowed by law. If you cancel after that time you will pay agreed damages. Refusing performance or requesting to delay indefinitely is the same as canceling.
- 3. Amount of Cancellation Damages.** The agreed damages are 25% of the contract cash price. If any part of the work has been completed, the agreed damages are the proportionate price of the work completed plus 25% of the balance of the cash contract price. You will also pay for court costs, interest and our attorney's fees. The buyer is liable for all costs incurred for special ordered material and/or products if canceled after the legal cancellation time frame allowed by law.
- 4. Payment.** The purchaser on demand, agrees to pay all costs, including interest and reasonable attorney's fees which Prince William Home Improvement may incur in the enforcement of this contract. Payment will not be held up for incidental items. Incidental items will be handled as a service issue. Customer has a right to hold back up to two times the value of any incidental item.
- 5. Transfer.** Buyer represents that he will not transfer or encumber this property until there has been full payment of all sums due and owing pursuant to the terms of the contract. Should any payment due to Prince William Home Improvement not be made as provided herein Prince William Home Improvement may discontinue its performance hereunder until such payments have been made in full and all warranties are void.
- 6. Default.** In the event any and all sums due to Prince William Home Improvement are not paid in accordance with the payment schedule on the face side hereof, Prince William Home Improvement shall have the right to exercise any and all of the following remedies: (1) place a lien against Owner's property; (2) stop work until such time as past due payments are brought up to date or stop work until such time as the Owner pays the full amount which is or may become due hereunder (in either event work stoppages shall not constitute grounds for any breach of contract against Prince William Home Improvement); (3) charge a late payment fee for each month or portion thereof that payment is in arrears, which shall be equal to one and one-half percent (1-1/2%) per month multiplied by the amount in arrears; (4) without notice, enter the premises of Owner and repossess any equipment and/or accessories which can be repossessed and apply the reasonable value thereof against the unpaid balance due hereunder; (5) exercise any and all remedies available at law or inequity to Prince William Home Improvement including any and all remedies of the Uniform Commercial Code. In the event this contract is placed with an attorney or collection agency for collection, Owner agrees to pay Prince William Home Improvement attorney and collection agency fees in the amount in arrears.
- 7. Construction.** Construction shall commence after all necessary HOA approvals, permits have been obtained and financing arrangements and documents have been completed. Prince William Home Improvement shall proceed diligently to complete the project, but shall not be responsible for delays caused by: acts of God, Buyer or Buyer's agents, war riot, inclement weather, government action or inaction, vandalism, Buyer's failure to make payments when due, or other reasons beyond Prince William Home Improvement control. Construction shall be deemed completed when all work is done minus any incidental items or service related issues. The date of completion shall be extended three days for each day of delay caused by any other events referred to herein. Shall certain materials or accessories become unavailable Prince William Home Improvement shall have the right to make a substitution equal to or better at no extra cost to the buyer.
- 8. Changes or Extra Work.** Contract is personal and may not be assigned by buyer(s). Term "buyer" and "he" include the plural, masculine and feminine. All changes from this contract must be in writing, in the form of an addendum.
- 9. Title to the Construction Project.** Title and ownership to the construction project and related equipment described on the face of this contract, whether affixed to owner's realty or not, shall remain the property of Prince William Home Improvement until the total contract price as listed on the face hereof and change orders granted by Buyer, has been paid in full. In the event of non-payment, Buyer grants Prince William Home Improvement the right to enter property and retrieve said items.
- 10. Liability.** Prince William Home Improvement is not liable for defects or damage caused by maintenance which is performed by parties other than Prince William Home Improvement or Prince William Home Improvement's authorized agents, Owner's failure to follow proper maintenance, misuse or abuse. Prince William Home Improvement will not be responsible for acts of God, earthquake, landslide, storm, vandalism, or any other beyond the control of Prince William Home Improvement.
- 11. Lumber Grades.** #1 Grade lumber refers to the Southern Pine Inspection Bureau grading rules for 2-inch dimension, which is found on their website <http://www.spib.org>. \*#1 Southern Pine Lumber for decking and railing only.
- 12. Site Readiness.** It is the customer's responsibility to provide access to the job site and to have any personal belongings out of the work zone. It is also the customer's responsibility to remove all items off of the existing deck if Prince William Home Improvement is contracted to remove and haul away the existing structure.
- 13. Landscaping/Sprinkler Systems/Irrigation.** Prince William Home Improvement will try its best to be careful of existing lawn and landscaping, but cannot be responsible for accidental damage or to damage of grass or landscaping that may occur during the deck installation. Homeowner(s) are responsible for informing Prince William Home Improvement if a sprinkler or irrigation system is present. Prince William Home Improvement is not responsible for re-routing or adjusting sprinkler or irrigation systems. Homeowner is responsible for all coordination and cost of any adjustment of the system out of the project area prior to commencement of work by Prince William Home Improvement on the property.
- 14. Low Voltage Lighting.** Unless otherwise noted, Prince William Home Improvement will use either black or clear lights on the stair railing, every other step. As required by county codes. If total composite railing system is installed on deck, the low voltage lights will be recessed and installed in the back of every stair riser, as required by county codes. All low voltage lights will use a transformer box plugged into an outside outlet. The transformer box will be mounted on the wall near the outlet and wires will be routed as neatly as possible.
- 15. Excess Dirt.** Leftover dirt will be piled around each post upon completion of job. Over time, the dirt will settle and if we remove the excess dirt, when settlement occurs, this will leave a indentation by the post as well as a trip hazard.
- 16. Homeowner's Associations.** It is the customer's responsibility to get HOA approval before the commencement of work. Prince William Home Improvement will provide the necessary drawings that the HOA may request. It is also the customer's responsibility to apply for their HOA approval in a timely manner. Delays in applying for HOA approval will also delay approximate completion dates. If the homeowner is not diligent in applying for HOA approval, it shall be considered the same as canceling the contract and will incur the above referenced cancellation damages. At the homeowner's option, Prince William Home Improvement may proceed with a project without appropriate HOA approval, but homeowner assumes responsibility for any fees or penalties imposed by the HOA. If an HOA denies the project as contracted, customer agrees to allow PWHI to proceed with making the necessary changes to secure HOA approval assuming the contract price remains the same or is reduced, regardless of the changes made. If customer wishes to refuse performance after an HOA denial, customer agrees to pay for any fees incurred by PWHI such as plat orders, permit fees, CAD design fees, not to exceed 10% of the contract amount.
- 17. Advertising Agreement.** Incorporated into this agreement is a \$50.00 credit to the client for the use of all surveys, statements, testimonials, videos, photos of the client's likeness and /or project in all forms of advertising, whether print, video, radio, internet or other type(s) of advertising that Prince William Home Improvement deems necessary.
- 18. Fasteners.** All wood deck boards and railing will be attached with stainless steel screws unless code requires other fasteners. All picture framed composite deck boards with be installed with color matching screws since hidden fasteners cannot be used.
- 19. Post-Completion Site Conditions.** PWHI will do its best to minimize damage to customer's property during installation of the project. Because of the nature of exterior construction, some damage is expected with respect to the lawn and traffic areas between the access point to the property and the project area. PWHI does not install sod or guarantee that the site will be left in the same condition as when the project started.
- 20. Unforeseen or Hidden Site Conditions.** Occasionally PWHI will uncover unforeseen or hidden site conditions that neither the homeowner or the contractor is not aware of from a visual inspection. Examples of that could be a concrete patio found directly under a ground level deck that is not visible during an inspection, old septic tanks or pipes buried in the proposed construction area, hazardous materials uncovered in the work area, etc. PWHI does its best to anticipate issues but when these conditions are found, and are within PWHI's normal operating practices, we will give you an estimate for the additional work. If both parties agree to on the additional cost then a written change order will be signed by both parties incorporating

the additional work as an addendum to the contract. If an agreement can't be reached, the customer is responsible for the cost of permit's, CAD design, surveys, and labor charges for the work that has been done as well as any material restocking fees. At that time, PWHI will release the homeowner from the contract and the homeowner will be responsible for restoring the site to previous site condition.

## **Trex® Limited Residential Warranty Decking and Railing**

Full Trex Warranty Information can be found online by visiting:

<https://www.trex.com/trex-owners/warranty/>

Trex Company, Inc. (hereinafter "Trex") warrants to the original residential purchaser ("Purchaser") that, for a period of : 50 years for Signature and Transcend decking, 35 years for Select decking, 25 years for Enhance decking, from the date of original purchase, under normal residential use and service conditions, Trex® decking and railing products shall be free from material defects in workmanship and materials, and shall not check, split, splinter, rot or suffer structural damage from termites or fungal decay. If a defect occurs within the warranty period, Purchaser shall notify Trex in writing and, upon confirmation by an authorized Trex representative of the defect, Trex's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

For purposes of this warranty, a "residential purchaser" shall refer to an individual residential homeowner.

This warranty shall not cover and Trex shall not be responsible for costs and expenses incurred with respect to the removal of defective Trex products or the installation of replacement materials, including but not limited to labor and freight. This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Trex products were originally installed.

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to Trex, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Trex Company, Inc.  
Customer Relations  
160 Exeter Drive  
Winchester, VA 22603-8605

Trex does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Trex products and/or failure to abide by Trex's installation guidelines, including but not limited to improper gapping; (2) use of Trex products beyond normal residential use, or in an application not recommended by Trex's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Trex products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (5) variations or changes in color of Trex products; (6) improper handling, storage, abuse or neglect of Trex products by Purchaser, the transferee or third parties; or (7) ordinary wear and tear.

No person or entity is authorized by Trex to make and Trex shall not be bound by any statement or representation as to the quality or performance of Trex products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Trex and Purchaser.

UNDER NO CIRCUMSTANCES WILL TREX BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND TREX'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This warranty shall only be applicable and enforceable in the United States of America and Canada.  
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### **Prince William Home Improvement Labor Warranty For Composite Decks**

Prince William Home Improvement warrants to the original residential purchaser that, under normal residential use and service conditions, Prince William Home Improvement will replace or repair any Trex® Transcend or Signature product that is defective because of an installation issue for a period of 25 years, Trex® Select product that is defective because of an installation issue for a period of 15 years, and any Trex® Enhance product that is defective because of an installation issue for a period of 10 years, from the date of original purchase. Prince William Home Improvement also warrants the deck structure to be free from installation defects for a period of 20 years, if Trex Transcend or Signature was used for decking, and 10 years if Trex Select or Trex Enhance was used for decking, from the date of original purchase. The deck structure consists of the pressure treated wood posts, beams, and joists. No person or entity is authorized by Prince William Home Improvement to make and Prince William Home Improvement shall not be bound by any statement or representation as to the quality or performance of Prince William Home Improvement's labor other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Prince William Home Improvement and Purchaser. Prince William Home Improvement will not be responsible for any claims made against Trex or any labor costs associated with said claims. Prince William Home Improvement will have no responsibility for wood rot and or decay, whether or not it is warranted by the lumber manufacturer.

UNDER NO CIRCUMSTANCES WILL PRINCE WILLIAM HOME IMPROVEMENT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND PRINCE WILLIAM HOME IMPROVEMENT'S LIABILITY WITH RESPECT TO DEFECTIVE LABOR SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

## **Micropro/Lifewood® Residential Wood Limited Warranty**

Warranty information can be obtained online by visiting:

<https://www.kopperspc.com/pdfs/mp-lifewood-warranty.pdf>

Claims may be sent to:

**Koppers Performance Chemicals Inc.**  
Attn: Consumer Affairs  
P.O. Box Drawer 0  
Griffin, Georgia 30224-0249

### **Prince William Home Improvement Labor Warranty For Wood Decks**

Prince William Home Improvement warrants, to the original residential purchaser, the deck structure to be free from installation defects for a period of 5 years from the date of original purchase. The deck structure consists of the pressure treated wood posts, beams, and joists. Prince William Home Improvement also warrants to the original residential purchaser that, for a period of 1 year from the date of original purchase, under normal residential

use and service conditions, Prince William Home Improvement will replace and repair any other Micro-pro/Lifewood pressure treated wood product that is defective because of an installation issue. Warrantor shall not be liable for any installation, repair, construction, labor or similar costs, or for any costs or damage which may be associated with the natural characteristic of some wood to split, crack, warp, or twist as well as rot or decay. Warrantor shall not be liable for any installation, repair, construction, labor or similar costs, or for any costs or damage which is associated with any warranty claim or claim settlement against Kopper Performance Chemicals Inc. To the maximum extent permitted by applicable law, in no event shall Warrantor be responsible for any direct, indirect, incidental, consequential or financial damages or expenses of any kind whatsoever, howsoever caused (whether or not due to any deficiency or negligence in manufacturing, and whether or not relating to loss, damage, death or injury) arising out of or relating to your purchase or use of Micropro/Lifewood wood.

No person or entity is authorized by Prince William Home Improvement to make and Prince William Home Improvement shall not be bound by any statement or representation as to the quality or performance of Prince William Home Improvement's labor other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Prince William Home Improvement and Purchaser.

UNDER NO CIRCUMSTANCES WILL PRINCE WILLIAM HOME IMPROVEMENT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND PRINCE WILLIAM HOME IMPROVEMENT'S LIABILITY WITH RESPECT TO DEFECTIVE LABOR SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

## **Notice for Homeowners**

### **For All Maryland Contracts**

Each contractor must be licensed by the Commission, and anyone may ask the Commission about a contractor by calling 888-218-5925 or on the internet at <https://www.dlr.state.md.us/license/mhic/mhicconadvice.shtml>

1. Formal mediation of disputes between homeowners and contractors is available through the Commission;
2. The Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors; and
3. A homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.

### **Deposit and Payments**

A contractor cannot accept more than 1/3 of the contract price as a deposit, and may not accept any payment until the contract is signed. The agreed-upon price of the home improvement contract should be clearly stated. Beyond the initial deposit, the Home Improvement Law does not control the payment schedule. Payment terms, including a deposit of less than 1/3 of the contract, can be negotiated between the homeowner and contractor.