

## **Section 1 – General Terms & Conditions**

- 1-1 Payment terms: 50% due at material delivery/start, 50% due upon completion.
- 1-2 Invoices are due upon receipt unless otherwise agreed in writing.
- 1-3 No warranty is provided on natural behavior of wood (warping, cracking, drying, rotting).
- 1-4 Any warranty is not applicable if payment in full has not been received by Fences and Firepits LLC once the service is deemed complete.
- 1-5 Work is subject to weather conditions and material availability.
- 1-6 HOA Approval & Permits: The homeowner is responsible for obtaining HOA approval prior to project commencement. Permits required by municipalities or counties will be handled by the licensed contractor.
- 1-7 Client must disclose private underground utilities (irrigation, lighting, drainage). Contractor is not liable for any damage to unmarked or undisclosed lines not communicated by the client.
- 1-8 Contractor is not responsible for damage to undisclosed private lines or boundary disputes.
- 1-9 All work will comply with applicable local and state building codes.
- 1-10 All work will be performed with the client's written consent. Any modifications from the original plan must be documented on the draft agreement or signed agreement.
- 1-11 This agreement supersedes any prior verbal or written agreements unless expressly incorporated.

## **Section 2 – Limited Warranty**

### **2-1 Workmanship Warranty**

Contractor warrants the workmanship of the installation for a period of two (2) years from the date of substantial completion.

### **2-2 Customer Obligations**

Notify Contractor in writing of any defects covered under this warranty within thirty (30) days of discovery. Provide reasonable access to the property for inspection and repairs. Perform basic maintenance as recommended by Contractor, such as staining/sealing wood, cleaning vinyl or aluminum with mild soap, and maintaining drainage around posts and foundations. Failure to perform reasonable maintenance shall void this warranty.

### **2-3 Transferability**

This warranty applies only to the original purchaser of the installation and is not transferable to subsequent homeowners unless expressly agreed to in writing by Contractor.

### **2-4 Remedies**

Contractor's sole obligation under this warranty is to repair or, at Contractor's discretion, replace defective workmanship. Contractor is not responsible for incidental or consequential damages.

### **2-5 Exclusions**

This warranty shall be null and void in any of the following circumstances:

- Damage caused by acts of nature (including storms, floods, wind, hail, fire, or other natural events).
- Normal wear and tear.
- Abuse, misuse, neglect, or improper maintenance of the installation.
- Hanging or affixing objects of any kind to the fence, including but not limited to flower baskets, planters, decorations, or other items that place additional stress on fence components.
- Soil movement, erosion, settling, or drainage issues around the installation site.
- Unauthorized connections or attachments to the fence by third parties (including neighbor fences, gates, or other structures).

- Alteration, modification, cutting, replacing, or removal of posts, rails, pickets, or other fence components by anyone other than Contractor.
- Installation, alteration, or repair performed by persons other than Contractor or its authorized service providers.
- Damage caused by chemicals (fertilizers, pesticides, weed killers, pool chemicals, etc.) that corrode, discolor, or weaken the materials.
- Damage caused by third parties, pets, vehicles, landscapers, heavy equipment, or neighboring contractors.
- Fading, staining, or discoloration of materials due to sunlight, weather exposure, or natural aging.
- Any actions taken without the Contractor's explicit prior written consent.

#### **2-6 Materials Warranty**

All merchandise and materials are covered exclusively by the manufacturer's warranty, if any. Contractor makes no separate or additional warranties regarding materials.

#### **2-7 Service Fee Policy**

Contractor reserves the right to charge a reasonable inspection/service call fee for warranty claims made after the first year. This fee will be waived if the issue is confirmed to be a covered defect.

#### **2-8 Limitation of Liability**

Contractor's liability under this warranty is strictly limited to repair or replacement of defective workmanship. Contractor shall not be liable for consequential, incidental, or indirect damages, including but not limited to property damage, loss of use, or loss of value.

#### **2-9 Dispute Resolution**

Any dispute arising under this warranty shall first be submitted to mediation. If unresolved, the dispute shall be settled by binding arbitration under the laws of North Carolina or South Carolina, depending on the project location.

#### **2-10 Governing Law**

This warranty shall be governed by and construed in accordance with the laws of the state where the work was performed (North Carolina or South Carolina).

## **Section 3 – SMS/Text Messaging Terms**

- 3-1 By providing your phone number and opting in, you consent to receive SMS/text messages from Fences and Firepits regarding estimates, appointments, project updates, promotions, and service-related communications.
- 3-2 Types of Messages: Estimates, appointment reminders, project updates, promotions, and other service-related notices.
- 3-3 Message Frequency: May vary.
- 3-4 Message & Data Rates: Standard message and data rates may apply.
- 3-5 Opt-Out: Reply STOP to any message to unsubscribe.
- 3-6 Help: Reply HELP for support.

## **Section 4 – Client Responsibilities**

- 4-1 Provide accurate and current information.
- 4-2 Use our services in compliance with applicable laws.
- 4-3 Do not misuse our services, website, or communications.

## **Section 5 – Intellectual Property**

- 5-1 All content (text, images, designs, logos) created by Fences and Firepits LLC is owned by the company and may not be used without written permission.

## **Section 6 – Limitation of Liability**

- 6-1 Fences and Firepits LLC is not liable for damages arising from use of our website, services, or SMS/text messaging, except where required by law.

## **Section 7 – Privacy Policy**

- 7-1 Information We Collect: Name, address, email, phone number, project details, service preferences, and communications (including SMS).
- 7-2 How We Use It: To provide estimates, schedule services, send reminders, updates, and promotions, and improve our services.
- 7-3 Consent & Sharing: SMS opt-in consent will not be shared with third parties. Phone numbers are used only for service and promotional communications. Opt out any time by replying STOP.
- 7-4 Information Sharing: No selling or renting of personal data. May share only with trusted service providers when required to deliver services or comply with law.
- 7-5 Data Security: Reasonable measures in place to protect your information.
- 7-6 Your Rights: You may request access to, correction of, or deletion of your information by contacting us.

By accepting an estimate, signing an agreement, or paying an invoice/deposit, the Client acknowledges and agrees to these Terms & Conditions.