

NTX FENCE & OUTDOOR LIVING

Standard Terms and Conditions Agreement

1. SCOPE AND CONSTRUCTION STANDARDS

- The accepted proposal, these terms, and any written change orders form the complete agreement between the customer and NTX Fence & Outdoor Living ("NTX").
- Unless otherwise stated in the proposal, fence fasteners will be zinc-galvanized or aluminum ring-shank fasteners. Fence posts will generally be spaced approximately 6 feet apart and installed at least 3 feet deep, subject to site conditions and the approved design.
- Work and pricing assume normal soil and access conditions. Rock, caliche, buried concrete, unsuitable soil, limited access, or other concealed conditions may require additional labor, equipment, or materials.

2. PROPOSAL, CHANGES, AND ADDITIONAL CHARGES

- Quoted pricing is valid for 15 days unless the proposal states otherwise. Lumber and other material prices may change with market conditions before acceptance.
- Work, labor, or materials outside the accepted scope will be charged at current rates and must be documented through a written change order whenever practicable.
- If rock or caliche is encountered, additional charges may include \$20 per hole and a \$100 jackhammer fee. A generator fee of \$85 per day may apply when usable electrical power is not available within 100 feet of the work area. NTX will notify the customer before proceeding when reasonably possible.
- City permit fees, inspection fees, and related governmental costs are not included unless expressly stated and will be added to the final invoice.

3. UTILITIES, PROPERTY LINES, AND SITE CONDITIONS

NTX will request a utility locate through Texas811/DigTESS before excavation when required. Public utility locators generally do not mark private systems. The property owner is responsible for accurately identifying and marking property lines, irrigation lines, landscape lighting, pool lines and equipment, private electrical lines, and other private or concealed improvements.

To the fullest extent permitted by law, NTX is not responsible for damage to unmarked or incorrectly marked private lines, pipes, conduits, sprinkler systems, pool equipment, or concealed obstructions not disclosed in writing before work begins. NTX remains responsible for damage caused by its negligence or willful misconduct.

5. PAYMENT AND ACCEPTANCE

- A 50% deposit is due upon signing. The remaining balance is due immediately upon substantial completion, unless the accepted proposal states a different payment schedule.
- Final payment confirms the customer's opportunity to inspect the completed work. Warranty claims discovered after payment remain governed by the warranty terms below.
- Past-due amounts may be pursued through lawful collection remedies. The customer is responsible for reasonable collection costs only to the extent permitted by law and awarded or agreed in writing.
- A 3% convenience fee will be added to credit-card transactions. No convenience fee applies to payment methods not identified as subject to the fee.

PAYMENT TERMS: 50% DUE UPON SIGNING • REMAINING BALANCE DUE UPON COMPLETION

4. EXISTING FENCE REMOVAL AND NATURAL MATERIALS

A fence is an exterior structure and is not furniture-grade construction. Unless specifically included, removal of an existing fence does not require complete extraction of every buried post or concrete footing. Remaining material may be cut or left below grade when removal is impractical or could cause property damage.

Western red cedar and other lumber are natural products. Grain variation, knots, wane, checking, surface cracks, color change, shrinkage, curling, warping, and movement may occur and are not workmanship defects unless otherwise stated in the written warranty.

6. CANCELLATION

Any cancellation or rescission right required by applicable law remains unaffected. After any applicable cancellation period expires, cancellation is subject to payment for work performed, nonreturnable or specially ordered materials, and reasonable restocking charges, up to 50% of the material portion of the project where supported by actual costs and permitted by law.

7. TEN-YEAR CEDAR FENCE WORKMANSHIP WARRANTY

NTX warrants its cedar-fence workmanship for 10 years from the installation date. At NTX's discretion, NTX will repair or replace a component proven to have failed because of defective installation workmanship. This warranty does not cover natural wood movement or appearance, ordinary wear, customer modifications, abuse, improper maintenance, soil movement, drainage problems, fire, hail, wind, flood or high water, impact, vandalism, criminal mischief, or other causes unrelated to NTX's workmanship.

Pickets that split more than 9 inches are covered for 30 days after completion when the split is not caused by excluded conditions. After 30 days, replacement may be offered at the then-current price, plus the applicable trip charge. Previously stated reference pricing was \$10 per picket and a \$75 trip charge, subject to material and service-cost changes.

8. AUTOMATIC DRIVE GATES AND OPERATORS

NTX warrants its automatic drive-gate installation workmanship for 10 years. Gate operators, motors, controls, accessories, and other manufactured components are covered only by their respective manufacturer's warranties, which vary by product. NTX provides a 60-day installation service period beginning on the completion date. After that period, service is billable at current rates; the prior minimum trip-charge reference was \$105.

9. WARRANTY ADMINISTRATION

- Warranty service requires reasonable access to the project and proof of the original contract. The warranty is nontransferable unless NTX agrees otherwise in writing.
- The removal of an NTX yard or fence sign will not by itself void coverage where prohibited by law; however, the customer may be asked to provide other proof of installation.
- The customer must promptly report concerns and allow NTX a reasonable opportunity to inspect and cure covered workmanship. Please direct questions to the assigned account manager and allow one business day for a response.
- If a provision is unenforceable, the remaining terms remain effective. Changes must be accepted in writing by both parties. Nothing waives rights that cannot legally be waived.

ACKNOWLEDGMENT AND ACCEPTANCE

By signing below, the parties acknowledge that they have read and agree to these terms and the accepted proposal.

Customer Name: _____

NTX Representative: _____

Customer Signature: _____

Representative Signature: _____

Date: _____