

Terms of Service – Composite Deck Construction Services

Effective Date: 03/12/2026

These Terms of Service (“Terms”) govern the use of services provided by **[Business Name]** (“Company,” “we,” “our,” or “us”) related to the design, preparation, and construction of composite decking. By purchasing services through our website or otherwise engaging our services, you (“Client,” “Customer,” or “you”) agree to these Terms.

1. Scope of Services

The Company provides professional services related to the planning, preparation, and construction of composite deck structures. The exact scope of work, materials, design details, and pricing will be defined in the written estimate, invoice, or service agreement or contract provided to the Client.

Any services not specifically listed in the written agreement are considered outside the scope of work and may require additional charges.

2. Scheduling and Project Timeline

Project scheduling is based on contractor availability, weather conditions, permit approvals, material delivery schedules, and other factors outside the Company’s control.

While we aim to complete projects within estimated timeframes, all timelines are **estimates only** and may change due to unforeseen circumstances.

3. Payment Terms

Payment terms will be outlined in the estimate, invoice, or service agreement. Payments may include deposits, progress payments, or full payment depending on the nature of the project.

Failure to make payments according to the agreed schedule may result in:

- Project delays
- Suspension of work
- Cancellation of the project

The Company reserves the right to pursue any unpaid balances through lawful collection methods.

4. Refund Policy

All payments are subject to the Company's **Return & Refund Policy**.

Refund requests must be made within **three (3) calendar days of payment**. After this period, **no refunds or cancellations will be accepted**.

Approved refunds may be reduced by administrative costs, labor performed, materials purchased, or payment processing fees.

5. Permits and Inspections

Unless otherwise specified in writing, the we are responsible for obtaining any required:

- Building permits
- HOA approvals
- Zoning approvals

If the Company agrees for the Client to obtain the permit, the Client remains responsible for any government fees and approval delays.

6. Site Access and Preparation

The Client agrees to provide safe and reasonable access to the worksite during scheduled construction hours. The Client is responsible for:

- Removing personal property from the construction area
- Ensuring pets and children are kept clear of the worksite
- Providing clear access for materials and equipment

Delays caused by lack of access may result in additional charges.

7. Materials

Composite decking materials, hardware, and structural components will be selected according to the agreement between the Company and the Client.

Material availability, manufacturer changes, or supply shortages may require substitution with comparable products of equal or greater quality.

8. Change Orders

Any modification to the original project scope must be documented through a **written change order** or **addendum to the contract** and approved by both parties.

Change orders/Addendums may affect:

- Total project cost
- Project timeline
- Materials used

Additional work will not begin until the change order is approved.

9. Warranty Disclaimer

The Company warrants that services will be performed in a professional and workmanlike manner consistent with industry standards.

Material warranties are provided by the manufacturer and may vary by product. The Company does not guarantee manufacturer warranties but will provide documentation where applicable. Only workmanship warranty is guaranteed.

10. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for:

- Indirect, incidental, or consequential damages
- Loss of property unrelated to the construction area
- Delays caused by weather, supply chain issues, or permit approvals

The Company's total liability shall not exceed the total amount paid by the Client for the specific project.

11. Cancellation by Company

The Company reserves the right to cancel or terminate services if:

- Unsafe working conditions exist
- Client harassment or abusive behavior occurs
- Payment terms are not met
- Legal or regulatory issues prevent work completion

In such cases, the Client may be responsible for costs incurred up to the cancellation date.

12. Governing Law

These Terms shall be governed and interpreted in accordance with the laws of the **State of Virginia, West Virginia or Maryland** without regard to conflict of law principles.

13. Changes to These Terms

The Company may update these Terms of Service from time to time. Updated versions will be posted on the website with the revised effective date.