

COMMERCIAL AND INDUSTRIAL INSTALLATION TERMS:

The terms and pricing outlined in this quote are not subject to verbal change or any other alterations unless approved in writing by the Seller. All material will remain the property of Anchor Fence Inc. until all invoices pertaining to this job are paid in full. Anchor Fence Inc. Retains its rights of ownership, access and/or removal of said material(s) in the event of non-payment. **ALL CUSTOM ORDERS ARE NON-REFUNDABLE. NO EXCEPTIONS.** Anchor Fence Inc. assumes no responsibility for any unmarked sprinkler lines, or any other unmarked burial line or objects. The customer will assume all liability for damage caused by directing Anchor Fence Inc. to dig in the immediate vicinity of known utilities. Anchor Fence Inc. assumes no responsibility for any of Miss Dig's marked or missed marked underground utilities. ***Should there be any unforeseen debris in the ground during post hole digging with or without prior notice, such as, foundations, asphalt, gravel, brick, cement, broken cement landfill, large rock, large tree roots, debris from a demolished building, etc., these conditions shall be deemed hard digs and a fee will be added to the total cost of the contract before or after the job has been started or completed. Customer is responsible for staking (marking) all buried cable lines, yard electrical lighting underground wires, sprinklers, hoses and sprinkler systems and anything else that Miss Dig doesn't stake out. We will take all necessary precautions as to not go through sprinkler hoses, systems or electrical lines, etc. We will not be responsible if we go through any of these underground utilities previously mentioned because we are not able see through the ground. There will be a fee charged for each sprinkler line repair. Any dirt haul away will be an additional charge to be determined.** An additional 4% will be added to all invoices for credit card payments of over \$2000.00. Quoted price includes Liability insurance up to \$2,000,000, additional insurance requires a surcharge which will be added to any and all applicable invoices. By signing this contract customer agrees to all terms and stipulations. This contract supersedes any and all other contracts related to this job.

All installations will be installed per customer's instructions. If customer makes changes once installation has begun, and or materials have been ordered, said customer will be charged for all new material and labor fees. In the event of a dispute with this contract, cost, deposit, balance owed, materials, installation and /or anything else, etc., purchaser, customer, signee and/or payee will be responsible for collection costs on all outstanding accounts, including all attorney's fees, and litigation costs.

WARRANTIES: We service for a period of two years any part of your fence that may prove defective due to workmanship. All materials are warranted through manufacturers only i.e., steel, aluminum, vinyl, and chain link. Any verbal assurances of guarantees and/or warranties have no validity at any time. All warranties become null and void if customer does not or refuses to sign contract/invoice. Failure to pay in full as agreed will void all guarantees and/or warranties. Anchor Fence Inc. will not be held liable at any time during and/ or after installation and/or repair of your fence, for any damages incurred by acts of vandalism, nature, i.e., storm damage, wind damage, flooding, or fire and/or anything else that would be considered acts of God. Also, the fulfillment of performance of said quotation and agreement may become invalid in time of work strikes, accident, and fire, unavailability of materials or circumstances beyond our control. Typographical and stenographic errors subject to correction. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on purchaser's for mal order will not be binding of the seller. Rev. 4-14-16