



www.drivewayconceptsinc.com
PA 032260

TERMS AND CONDITIONS:

Notice of right to lien

Pennsylvania law permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed any time after the work is commenced or the material is furnished, but not later than 120 days from the day in which the lienor last performed work or furnished materials or 120 days from the time the construction, removal, repair or improvement is terminated.

Start and completion dates

The contractor agrees to start and complete the work described in this contract under "Scope of work" within 60 days of the acceptance of this contract, unless prohibited from doing so by the buyer or unsuitable weather conditions.

Contract provisions

1. This contract shall be governed by the laws of the Commonwealth of Pennsylvania and in the event that any provision(s) of this contract is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision(s) of this contract.
2. Paving job sites can be very dangerous. All non-DCI paving crew members are required to stay back from the job site, all equipment, vehicles and tools a minimum of 20' at all times not doing so could cause serious injuries to non trained individuals. The buyer assumes full liability for any and all accidents and injures to non DCI paving crew members.
3. If the contractor is paving over old pavement he is dealing with an existing grade and if the contractor is paving over gravel he cannot guarantee a perfect job of grading therefore the contractor does not guarantee drainage of the area he is hired to pave and is not to be held liable for consequential damages. Water may puddle on the surface and or drain off where the customer does not want it to in addition to this the pavement may dam up areas of the customers property that had previously drained off such as lawns, (if this causes a problem or concern for the buyer the contractor will be happy to provide an estimate for installation of a drainage system.) This shall not cause any kind of adjustment to the price of the job or corrective work for the contractor.
4. The contractor is a professional paving contractor, that has been hired to complete this contract by the buyer because of his knowledge and expertise therefore the contractor or his foreman shall have sole discretion and responsibility for all means, methods, procedures and quality control after work has begun on the job site. Neither the buyer nor any agent of the buyer shall attempt to direct, help, hinder, supervise, or offer advice to the contractor or any member of his crew in regards to completing the work described in this contract under "scope of work". Doing so will void the installations warranty and the quality of the job will become the sole responsibility of the buyer, with payment to be made as outlined under "Payment" regardless of how the installation turns out.
5. Asphalt is a heated perishable material and due to the nature of asphalt and the methods of install it must be worked quickly and compacted while it is still hot, the following cosmetic imperfections may be in a finished installation: pavement may be rough and gravelly in areas especially where it is necessary to use hand tools, there may be visible seams where areas of asphalt are joined together, foreign and organic

materials may get mixed in to asphalt and compacted in. Asphalt edges may be inconsistent. This shall not cause any kind of adjustment to the price of the job or corrective work for the contractor.

6. The warranty is for a period of 2 years starting on the date that the installation was complete. For the warranty to go into effect the buyer must have the asphalt seal coated within the first six months of installation and a second seal coat within 24 months or the warranty is void. The warranty covers the asphalt against large cracks (½ inch in width or more), break ups and holes that are caused because of a material or workmanship defect. The warranty work is limited to repair of the cracks, break ups, holes only, by what ever method the contractor chooses. Typical repair methods are for cracks to be filled, break ups and holes to be patched with asphalt. Repairs may be obvious and detract from the appearance of the installation. The warranty shall be void in its entirety if: The contractor has not been paid in full for all completed work. After the contractor begins work, the buyer's base is found to be inadequate and the buyer will not authorize and pay for the contractor to perform the necessary corrective measures. When the contractor has advised the buyer that the warranty issue the installation is having would be corrected or improved if the buyer would hire a contractor to seal coat the installation and the buyer declines.

7. The following is not covered under the warranty: installation edges that have been driven over, edges that have not been back filled to the top, with dirt or gravel. Damage to the installation from chemical or petroleum spills. Marring or dislodged stones from vehicles making sharp or dry turns. Settling or sinking of the installation, base or ground under the base. Damage caused by sink holes, settling, burrowing animals. Damage caused by falling trees, tree limbs, structures. Damage caused by tree roots, hairline cracks ½ inch in width or less or vegetation growing thru the installation. Damage caused by vehicle or equipment traffic that exceeds the installations designed weight capacity, which is: 20,000 pounds per inch of installation thickness. Or any kind of cosmetic issues including but not limited to: scrapes, scratches, dents, dimples, discoloration, stains, or holes that do not go completely thru to the base.

8. The contractor is to be paid by the buyer according to the terms of "Payment" if the contractor is not paid on time or correctly the buyer will be assessed interest at the rate of 1.5% per month until the bill is paid, in addition to this, the buyer agrees to pay for all court costs, collection fees and reasonable attorney fees.

9. All specified material thicknesses are target thicknesses are not to be taken literally the actual thickness of the materials the contractor will install will vary up to ½ inch thicker or thinner, because of: inconsistencies in the grade, human error etc and in addition to this the specified material thicknesses are prior to compaction and may compact up to 1/4 inch per specified inch. This shall not cause any kind of adjustment to the price of the job or corrective work for the contractor.

10. **Right to Rescission:** If after the customer signs this contract and **3 business days** have passed without cancellation, the customer: attempts to cancel this contract, hires someone other than the contractor to do the work or prevents the contractor from doing the work for more than 30 days, the customer shall pay the contractor an amount equal to 50% of the total bid, hereby agreed to be paid as fixed liquidated and ascertained damages without proof of loss or damage.

All invoices over 30 days will be subject to interest and finance charges of 1.5% per month. In the event of that Driveway Concepts institutes legal proceedings to collect any unpaid sums due hereunder, then it shall be entitled to receive, as part of any award, judgment or decree in its favor and against the defaulting party, its reasonable costs of collection, including without limitation, reasonable attorney's fees and court costs.

The official registration number of DCI can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement.