



Driveway Concepts Inc. - Terms and Conditions

Driveway Concepts Inc.

Official Terms and Conditions

PA Registration: PA032260

Website: www.drivewayconceptsinc.com

NOTICE OF RIGHT TO LIEN

Under Pennsylvania law, any party that performs labor or supplies materials for the construction, removal, repair, or improvement of a property may file a mechanic's lien. This may be filed at any point during the job but no later than 120 days after the last day of work or delivery of materials.

START AND COMPLETION DATES

Driveway Concepts Inc. (DCI) agrees to begin and complete the work described in the Scope of Work within 60 days of contract acceptance, unless delayed by inclement weather, material delays, or buyer interference.

GOVERNING LAW AND SEVERABILITY

This contract is governed by the laws of the Commonwealth of Pennsylvania. If any provision of this contract is deemed unenforceable, the remaining provisions will remain in full force and effect.

GENERAL CONTRACT PROVISIONS

1. Safety: Paving job sites are hazardous. Non-DCI personnel must remain at least 20 feet from all equipment. The buyer assumes full liability for injuries to unauthorized personnel.

2. Site Conditions & Drainage: Paving over gravel or existing surfaces may affect grading. Drainage is not guaranteed, and standing water or diverted flow is not a basis for refund or repair.

3. Scope Authority: Only DCI's project foreman or contractor may direct, supervise, or modify the work. Customer interference voids warranties.

4. Asphalt Material Limitations: Asphalt is a perishable material. Surface imperfections including seams, rough areas, and mixed materials are expected. These are cosmetic and not warrantable.

5. Warranty (Asphalt): A 2-year limited warranty covers cracks $>1/2"$, breakups, or holes due to workmanship or materials. Validity requires:

- Sealcoating within 6 months
- Second sealcoat within 24 months
- Full payment by customer
- Proper base preparation
- Use limitations below design weight (20,000 lbs per inch of thickness)

Warranty repairs are at DCI's discretion and may not match original aesthetics.

6. Warranty Exclusions: Cosmetic issues (e.g., scrapes, discoloration), chemical damage, edge failures, sinkholes, root damage, and excessive load damage are not covered.

7. Sealcoating Conditions: Sealcoating is cosmetic and protective—not restorative. Cracks $<1/8"$ are not sealed. Applied materials may show brush marks. Hot flex is visible but most effective.

8. Weather Conditions: All services are weather dependent. DCI reserves the right to delay or reschedule work due to rain, temperature, or surface moisture. This does not entitle the customer to compensation or contract cancellation.

9. Access to Site: The customer must provide clear, safe access to the work area. Any obstructions, vehicles, or debris must be removed prior to arrival. DCI is not responsible for delays caused by customer access issues.

10. Change Orders: Any modifications to the scope of work must be agreed upon in writing. Verbal agreements are not binding.

RIGHT TO RESCISSION

The customer may cancel this agreement within 3 business days of signing. If the contract is canceled after this period or if work is impeded for 30+ days, the customer owes 50% of the contract price as liquidated damages.

PAYMENT TERMS

- Payment is due upon completion.
- Invoices over 30 days are subject to 1.5% monthly interest.
- Legal collection will include reasonable attorney's fees and court costs.
- Credit card payments incur a 5% processing fee.
- Returned checks are subject to a \$35 handling fee.

MATERIAL SPECIFICATIONS

Material thickness is a target pre-compaction value. Variability of $\pm\frac{1}{2}$ " may occur. Compaction may reduce final thickness by up to 25%.

ACCEPTANCE OF PROPOSAL

By signing, the customer agrees to all terms and authorizes DCI to perform the work. Any alterations or instructions by the customer on-site void warranties unless agreed in writing.

Contact Info:

Email: joe@drivewayconceptsinc.com

Address: 227 West Broad St, Quakertown, PA 18951

Phone: 610-847-8888

To verify our PA registration, contact the PA Attorney General's Bureau of Consumer Protection at 1-888-520-6680. Registration does not imply endorsement.