

Proposal, Contract And Warranty Information

Thank you for giving us the opportunity to exceed your expectations. We value our good reputation and will work hard to make sure you are happy with the service and products you receive from Classic Fence Inc. Please read the following information about the process of installing a fence, then sign the contract approval and send us a copy along with your plat survey and a down payment. If you should require any further information please ask our knowledgeable staff. We are building our company one fence at a time, no matter how large or small your job is, it is important to us.

- A. Customer is responsible for obtaining association approval and city permits. Fence work cannot begin until these are obtained. There is a charge for Classic to obtain permits.
- B. Dirt Removal is an extra cost. Please let us know if you are interested in dirt removal.
- C. We do everything possible to maintain our installation schedule. Delays do occur based on weather or unforeseen work conditions. Purchaser acknowledges that any installation dates may be written in this contract are estimates only, and that Classic Fence Inc.'s failure to meet such estimated installation dates is not a valid basis for cancellation of this contract or for deductions of any kind from the agreed contract price.
- D. The customer understands that cracking (checking) of posts and boards are a natural process due to the natural expansion and contraction of the cedar as it dries. The exterior surface shrinks faster than the inner heart of the piece. Both laboratory and field tests lend to prove that the natural checking of materials does not affect the strength of the timber.
- E. Any Private sprinkler systems, electrical lines, drain tiles, sump pump lines, invisible fences, and any other pipes or wires not located by J.U.L.I.E. should be marked by the customer for the installation crew. Classic Fence Inc. assumes no responsibility for damage to lines not marked by J.U.L.I.E. or the customer.
- F. "Illinois Law requires utilities to mark the *"approximate location"* of their underground facilities, which is defined as a strip of land 18 inches on either side of the marking. We follow current industry practices, such as hand digging within 18 inches on either side of a marked underground facility."

Whenever digging in this area, there is a chance that a cable or pipe will be damaged while digging. When there is a damage Utility companies must come out and repair damage. We have no control over how long the utilities take to come out and fix these lines. We have no control over the methods the utility companies use to fix damage. Inconveniences may occur. In order not to have this chance of hitting lines. We can place your fence outside of the markings.

Also sometimes cables will go unmarked by utility companies. When this happens our installers are not warned that there is a line underground and cables can be damaged. We contact JULIE, and wait the required time limit before digging. If you notice that your lines have not been marked, please contact us ASAP at (630) 551-3400 so we can call JULIE.

- G. Landscaping i.e. Tree's, bushes, plants, etc., should be moved before the crew comes out. Our installer's try not to disturb your yard. However, when these things are on or around the fence line there is little they can do. Trimming of trees and bushes are not usually included in the price. Please note we are not landscapers and will just do what needs to be done to install your fence.

Purchaser understands that he or she has the right to cancel this contract within three working days of the date hereon by delivering written notice of cancellation to the offices of Classic Fence Inc. Classic Fence Inc. hereby reserves the right to cancel this contract in the event it is not approved by the Production or Credit Departments. In the event this contract is cancelled within three working days by the Purchaser or at any time by Classic Fence Inc., Purchaser's deposit will be promptly refunded and this contract will become null and void.

- H. Unless otherwise specified in writing in this contract, all fences shall be installed to the natural contours of the ground.
- I. Prices quotes in this contract are based on normal installation only. Purchaser acknowledges that any unforeseen conditions may exist which could not have been known at the time this contract was executed, and that Classic Fence Inc. has the right to assess additional charges for work that may be required by said unforeseen conditions, including, but not limited to, rough digging, rough fill, concrete and asphalt breaks, core drilling, butt pulls, bush, tree and shrubbery trimming, and taking down and hauling away existing materials, or any other work preformed, but nor written in this contract. Purchaser's execution of this contract authorizes to preform whatever work is necessary in connection with such unforeseen conditions.
- J. All material remain the property of Classic Fence Inc., who retains the rights to remove them unless paid for. Purchaser acknowledges that Classic Fence Inc. is obligated only by the written terms and conditions of this contract and has no obligation to supply any materials or perform any work not herein specified.
- K. This contract is entered into in the State of Illinois and shall be governed by its laws. This contract may be amended only in writing and when signed by both parties.

Warranties and Guarantees

The fence installed by Classic Fence Inc. is covered by a a three-year warranty for defects in workmanship. Separate manufacture warrantee may apply to some types of fences and products. Not covered by the warrantee would be paint, natural characteristics to wood, natural cracking, storm damage, abuse, insect damage, heaving of the posts damage not caused by Classic Fence Inc. Gates are covered for 1 year.

Full payment for fence is due upon completion. Please give checks, cash, or financial documents to crew foreman. You can call credit card numbers into the office. A 3% interest charge begins accruing 14 days after completion of work. Purchaser's failure to pay Classic Fence Inc. in accordance with the terms and conditions of this contract nullifies all warranties and guarantees.

Customer Service is our first priority. Please feel free to ask our installation crews, office staff, and sales people any questions you have. Please let us know how we are doing, any comments you have are greatly appreciated.