

TERMS & CONDITIONS

All Florida Enterprises Solutions, Inc. doing business as All Florida Enterprises (AFE) and Contractor/Owner (Customer) enter into this Contract as of the date written above. AFE and Customer agree to abide by the terms and conditions herein. AFE agrees to provide materials and/or labor in accordance with the description above. Either party may revoke this contract by providing written notice 3 days prior to the earliest of commencement of construction, delivery of materials to the job site, or the ordering of materials on behalf of Customer. If this Contract is used as an estimate, the estimate shall be valid for 30 days (unless extended by AFE in writing). Upon signing by both parties, the estimate becomes a valid contract, and represents the entire agreement between the parties.

The full amount of this contract along with any additional charges will become payable by Customer upon completion of all work (or if materials only, delivery of the materials to Customer) whether or not it has been invoiced. All materials will remain the property of AFE until all invoices pertaining to this job are paid in full. Customer agrees to pay all interest and any costs (including reasonable attorney fees) incurred in the collection of this debt. Before AFE supplies additional materials or performs additional or changed work involving additional time or expense, Customer and AFE shall execute a written Change Order describing the change and the amount of, or method of determining, extra compensation.

Responsibility for compliance with local regulations and obtaining any required permits, and locating and marking property pins shall rest with Customer. AFE will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does AFE assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, it is recommended that the customer have the property surveyed. If upon arrival to Customer's property, the site is not prepared as represented by Customer, AFE may refuse to begin work and Customer may incur a trip charge of \$150. AFE may assume the responsibility for having underground public utilities located and marked. However, AFE assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. Customer will assume all liability for any damage caused by directing AFE to dig in the immediate vicinity of known utilities.

Customer expressly agrees to bear any risk of damage to, or loss of, any materials delivered or work performed by AFE under this Contract, regardless whether such damage or loss results from theft, misuse, fire, flood, or any other cause except the negligence of AFE. Customer also expressly agrees to reimburse AFE for any damages or costs incurred by AFE as a result of such damages or loss. AFE shall not be liable for any damages for delays caused by acts of God, acts of Customer, acts of Customer's subcontractors, agents or suppliers, acts of public agencies, inspectors or public utilities, strikes, inclement weather, fires, inability to obtain materials from their regular sources, extra work or other contingencies unforeseen by AFE.

Unless otherwise specified, for a period of one year after completion of work done under this Contract, AFE warrants that materials supplied under this Contract are of good quality and free from material defects, that any work performed under this Contract will be performed in a workmanlike manner, and that under this warranty, AFE will, at its own expense and option, repair or replace defective materials and correct defective work directly attributable to the fault of AFE.