APEX DECK CO
RAISING OUTDOOR LIVING TO ITS PEAK

Deck Warranty
Guarantee and Warranty Policy
Project Terms, Conditions, Agreement & Warranties:
Apex Deck Co offers a one-year workmanship on all decks we build and five-year structural guarantee. Many of the materials we use are backed by their own warranties as well. A copy of the chosen material warranty and their owners' care and cleaning recommendations will be sent out upon completion of your project. Signing and accepting your proposal and this form, you are agreeing to these terms and conditions below. Please review this document in full and please let us know if you have any questions or concerns. This also serves as contract details to your accepted proposal. Please sign the bottom page and keep a copy for your records.
Guarantee and Warranty Claim Policy:
All follow up maintenance must have been followed properly by the homeowner as recommended by manufacturers after installation by Apex Deck Co. Natural wood decks need to be properly protected by a sealer after install when the lumber dries out with an exterior transparent or semi-transparent sealant designed for the particular wood. Solid color stains tend to peel and flake as wood contracts and expands. Sealing decks will not eliminate the natural characteristics of wood such as cracking, rotting, splitting but might reduce the amount of the natural wood breakdowns.
This warranty is effective only upon payment in full by the customer per the payment schedule. The warranty will only be honored to those accounts which have been paid in full and per contract agreement. Payments not received per the contract amount may not only void the warranty, but will also result in a late fee outlined on proposal/invoice.
Non-payments or not paying the full balance within (30) days then Apex Deck Co will add an additional late fee of an additional $45.00 and may take less than desirable action against the client to pursue payment via means of a lien on the property and client will be financially responsible for legal fees to collect such payments.
The original client/homeowner must be the one making the claim. The warranty is non-transferable.
Payment schedules are vital to keep the project on track so please be mindful of this during your project and please contact the project manager or office with any questions.
Timeliness of any warranty work performed shall be at the discretion of the contractor, (typically 2-3 weeks). Typically, we like to address issues as soon as possible or on the soonest rain day available but we do have to schedule the work around current schedule so we do ask for flexibility.
Claims must be submitted in writing form via email format to info@apexdeckco.com and accompanied by at least three to six photos of the problem area(s). Close up pictures and pictures from a distance helps tremendously. Pictures help our crew know what to bring with them to resolve issue(s).
Once Apex Deck Co has been notified by a client, we will review the claim and help come up with a solution in writing for the client to agree to and then it can be scheduled to be addressed.
When a project is completed and if an issue or concern arises, please contact our office and NOT directly to the project foreman. They are typically on other job sites working and we do not want them to forget to notify the office to actually schedule it. Our office is better equipped to schedule these items. Processes are very important to helping better serve our clients.
Limitations:
Normal wear and tear on the deck or excessive traffic and abnormal weight not specifically stated prior to start of the project such as a hot tub being placed on deck without prior consultation with Apex Deck Co.
Scratches or scuff marks on composite decks can happen. If they are surface scuffs they will fade away or we can use a heat gun to remove surface scuffs.
DIY (do it yourself) options are not covered under any guarantee/warranty policies: this includes but not limited to projects started but not completed by Apex Deck Co or projects finished but not started by Apex Deck Co.
Any work or alterations completed by the client after completion of project such as negligent maintenance or additions/alterations that have been made to the original deck without proper consultation. Any alterations made by client or other outside contractors will result in cancellation of any guarantees or warranties.
Unfortunate natural occurrences such as storm damage, flooding or other acts of God, vandalism, animal, flying debris, winds exceeding 60 MPH, hail or fire damage are not covered under our warranty.
Cracking, cupping, warping, fading, bowing, twisting, shrinking, rotting, and splitting of wood, discoloration, or natural appearances such as knots on any natural wood members are natural characteristics. Please remember that we use the best natural lumber and decking we have access to locally but wood was once a living breathing creature. We do not remove stamps from the mill. They will naturally fade away over time. Surface vertical splitting especially on wood posts is very normal with treated wood and is not covered under warranty. This does not jeopardize the structural integrity and is very common. It is very common for miter cuts on decking to separate due to contraction and expansion of material. Wood shrinks and Composite/PVC contracts and expands with temperature. Unfortunately, it is the nature of the products and we have no control over this.
Pressure treated supports posts unfortunately can warp sometimes and in the unlikely event this happens we do have to charge a fee to replace as we have no control over this.
If installing buried footer style this is a great method to help with lateral movement and 4x6 posts in the ground can last up to 35 or more years. It is important that you keep dirt mounded away from the deck support posts to divert water away. Overtime soil can settle around the posts and this would be considered regular maintenance. This style of footer if water kept away will last longer than pier style footers. Hardware rusts over time so we like to rely on the lumber vs hardware and avoids having to add ugly knee bracing under a deck. We do use ground contact lumber for longevity.
Rusting of framing hardware can happen over time and replacing hardware is considered proper maintenance of a deck. We recommend having us or a certified pro deck builder inspect your deck after every 5 years. We do offer deck inspection services for a minimal fee.
With composite decks, waviness of decking can occur as the framing is still typically wood and the lumber dries out. “Low E” from window reflections can cause decking to warp between joists due to extreme heat. These issues are not

LED Low voltage deck lighting (when purchased as an upgrade) is covered under manufacturer warranty. We do not warranty lights and we would charge a small labor fee to replace in the event a claim needs to be made. Damage to low voltage lines by animals, mowers, trimmers or other acts not in our control are also not included in warranty.

We do not warranty the products itself but the products we use have their own manufacture warranties and we do our research and only offer the best products out on the market. In the event of a material defect after install, the homeowner is responsible for making a claim to manufacture. We can also assist with any claims as needed. If the products do not have a labor warranty associated then we may need to charge labor cost for product replacement. Prior to installation Apex Deck Co will handle but could cause delays in getting new materials on site.

All project plans are nominal measurements. Field and on-site adjustment may need to be made. Our installers are trained to build in manners that allow us to use best practices.

If projects have engineering/architect plans Apex Deck Co is not responsible for any failures due to design or building techniques as the engineer/architect would be responsible for the design.

Settling support posts or heaving are not covered under warranty if inspected by the building department. In the very rare event this happens, we can repair or replace but there would be additional costs.

Under deck drainage systems are not 100% watertight systems. Under deck drainage systems are a water diversion system to help create a drier space below your deck. Major leaks are covered under warranty but minimal drips are common. Under Deck systems that are installed below deck joists may trap moisture and limit air flow and cause rot faster than a system without a ceiling system. The best systems are the Trex RainEscape systems or DekDrain that go over top of the joists before the decking is installed. Even though no system is 100% watertight we recommend a PVC or aluminum finished ceiling for longevity as long as the top of the joists are protected and keep water out. Painting your joists and going for the exposed rafter look will also be a good way to ensure longevity of your deck.

Guidelines:

Apex Deck Co will cover all materials and labor required to correct any defect in workmanship that is covered under this warranty if the work was due to improper install. If wood has been stained and a warranty claim is to be requested, Apex Deck Co does not do any staining of the new materials.

Apex Deck Co will replace any deck components that are proven to be defective due to workmanship only. We do not guarantee any materials but can assist in helping with contacting manufactures and providing proof of purchase if required. We have quite a bit of leverage with the manufactures and will help out anytime for our clients.

Job Site Conditions:

On larger projects Apex Deck Co may provide an on-site portable restroom for the use of our field workers only for the duration of the project. Upon completion of the project, we will call for the next available collection date. If the restroom is vandalized or damaged in any way the homeowner is required to notify Apex Deck Co and be able to provide testimony, if necessary, in the event we need to take legal action for damages.

Safety is our top priority. Please keep children and pets away from the working area for safety reasons. We also ask that homeowners give our crews ample space to work or we will have to charge additional fees for delays that could cause. Our crews will stop working for your safety and theirs to answer and questions or concerns. We ask that clients stay at least 50 feet from the project location while crews are working. Customer agrees to hold Apex Deck Co harmless in the event of injury as a result of being within 50 feet of the project location. We know a large project can be very exciting to watch and it's your property but this is very important for the safety and efficiency of our crews.

Apex Deck Co may utilize dumpsters on the driveway during the project. The dumpsters are for Apex Deck Co use only. They are not to be used for trash or household items or they charge us additional and those costs would be passed on to the homeowner. They are for construction debris only. Upon completion of the project or when the dumpster is full Apex Deck Co will call in for the first available pick up. Customers can expect to wait several days for the dumpster company to pick up.

On site Working hours: Our crews typically arrive around 7:30 am - 9:30 am and typically work on site until 3:30-4:30pm Some crews may stay later or work on Saturdays. We typically do not work Sundays as a day of rest and to spend time with our families. If we elect to work weekends, we do not allow our installers on site before 8:30am unless approval from homeowners. If the crew calls off due to weather, illness, or have family issues where they need to take the day off, we will make every effort to notify you as soon as possible.

Our project managers will be stopping by sometimes with and sometimes without notice to check on the project status during the working hours. Typically, several times during a project depending on scope. Our project managers may not be on site every day. If they are not on site, they may still be working behind the scenes making sure your project goes well. Feel free to reach out to them during working hours if you have questions or concerns. If an afterhours meeting is truly needed, please schedule a time with them to do so. They are home with their families after working hours but if emergency contact is needed, please contact them. Please remember that it's the final destination that matters even if the journey has a few challenges. That's why we hire them to take the stress away from you!

Apex Deck Co may elect to subcontract some of the services provided but Apex Deck Co ensures all subcontractors or companies involved carry the legal limits of insurance required by law. We recruit our contractor teams and only hire the best available.

Responsibilities / Project Terms and Conditions:

Apex Deck Co will comply with all city, township, county and state building code requirements and always recommend obtaining the proper permits prior to the start of projects. All work is to be built to or above current code requirements. Codes do change so will be installed per IRC code requirements at the time. We have no way to anticipate future building codes but do build using the best techniques, we know that separates us from the rest.

Retainer deposits are non- refundable, (typically takes care of permit processes and design fees). If you need to cancel your project or need to reschedule your project for a later date, please notify us 30 days prior.

If we are requested by the client to build in a manner that we do not recommend or is not to current code standards, that scope of work will not be covered under workmanship guarantee.

During construction, due to heavy foot traffic or small equipment, there may be minimal damage caused to your lawn. Turf repair is NOT included in the price and will be subject to a change order or additional costs if repair is requested. We do take precautions to ensure your property is protected. We are homeowners so we respect your property as our own.

We do ask that before the project begins that you move all outdoor furniture or any other items in the construction zone, out of the area that our crew will be working in so that the items do not get damaged during construction. If there is any reason why you are not able to move an item please notify

your project manager, foreman or office ahead of time and we can help make arrangements to ensure this is completed safely. We are not responsible for damages to any items such as furniture, grills, pots, if we help move away from the working area.

Apex Deck Co will not be responsible for privately installed utilities, buried downspouts, electric run out into yards, sprinkler systems not marked by the homeowner. Homeowners are to have all privately installed lines or drainage marked prior to start. Costs for repairing or moving a line are not in the scope of the project.

In the event a utility line such as cable, telephone, water line or gas is cut after they have been marked properly by the utility company, Apex Deck Co will notify the proper utility agency right away and schedule the repair as soon as possible. Apex Deck Co will accept no additional responsibility other than the repair cost. Additional charges may apply if repairs are needed or delays caused by severed cables/piping that has not been clearly identified prior to start.

Apex Deck Co is not liable for damages caused by delivery trucks. They are not our employees and we can't control outside contractors. Outside contractors often consist of material delivery drivers, electricians, plumbers, dumpster deliveries and landscapers etc. If you would like us not to use the driveway we need to know in advance and additional charges could apply if it creates additional work getting materials to the back yard.

Apex Deck Co works with a team of in-house employee installers and independent contractors. Our installers are highly recruited and we go after the best talent around. Moonlighting or asking our installers for additional work for a tip or cash on the side is strictly prohibited. Our installers are not for hire other than the work assigned to the project scope. If any of our installers offer any "side work" from our clients please notify us. We will keep it confidential. Often our installers get offered tips especially around the holidays from happy clients, while we do allow this, we as a company give our installers a bonus for positive online Google reviews, so an online review may be a great way to give a tip that doesn't cost the homeowner anything extra after investing in such a large project.

If Apex Deck Co has a returned check from the client that will result in a $60.00 fee charged to the home owner and a cash or credit card payment may be requested if any future payments are to be made.

The warranty DOES cover things such as loose connections, improper installation per manufacturer, install instructions, missing hardware, missing screws, faulty cuts, defects caused during installation and any problems that you may have resulting from our workmanship.

Scheduling/Delayed Starts:

The nature of our business working in the great outdoors. With that said, it does have many challenges. Apex Deck Co reserves the right to postpone any work due to weather and other unforeseen circumstances. We do respect your schedules and will do our best to keep you in the loop with any delays. We don't want to rush our installers on their current projects to get to yours and we wouldn't want them rushing on yours. We do everything we can to not start projects until we can focus all of our attention on your project. With this in mind, with an outdoor project it does require much more patience and flexibility than an indoor remodeling project. We do NOT give discounts because we are delayed on a project.

Delayed Completions: The nature of our business working outdoors can cause significant delays or stop completion from occurring for an extended period of time. Just as well as the unknown climate of the world and availability of materials can also affect project completions. This can be very challenging for scheduling. We do respect your schedules and will do our best to keep you in the loop with any delays. Since we place materials orders shortly prior to project starting, we may find after starting that we are unable to get materials in hand and if that is the case then we would notify you immediately to discuss the delay OR need to transition to another option. If you choose to await the delayed items then we reserve the right to adjust the payment schedule in a fair manner to "close out" as much work as we can complete while we await the delayed materials.

Apex Deck Co is not liable for delays due to unforeseeable causes beyond the control of, and without the fault or negligence of the contractor, including acts of God, acts of the homeowner, fires, floods, tariffs, strikes, freight embargoes, manufacturing delays, severe weather, material unavailability, material theft or inability to obtain materials. These delays do not constitute abandonment and are not included in calculating time frames for payment or performance. Delays beyond our control may also delay a start date or completion date.

Rock/Soil/Rot Clause: Our contracts do not include hidden or unknown contingencies such as but not limited to: concealed drainage pipes, rotting or decay on home ban board, footer depths more than 18 inches due to soil bearing, relocation of underground utilities. Should rock or other hard or similar material be encountered in the footing or any excavation, which requires the use of a breaker to remove the hard material, the extra cost will be billed as a change order and due as specified. Unfortunately, we have no way to know ahead of time if we will hit dig challenges. Please set aside a contingency budget for this in the event this occurs. Extra labor costs are typically billed at the rate of $75.00 per man per hour.

In the event unexpected equipment rental is needed and is not outlined on the signed proposal, the customer is responsible for additional costs of equipment rental and operating time.

Driveway Damage Waiver:

Depending on your project scope, heavy trucks and equipment may be needed. If we have the option to use your grass for equipment access this is preferred. Turf repair is much less expensive than concrete. You can also request plywood be placed down to help protect the yard but plywood is nearly $50 per sheet and we can add $25.00 per sheet to the cost if requesting plywood because we can get 2 uses many times from the plywood on other projects. Plywood cannot be used on hillsides for the safety of our crews. Some projects we have no choice but to use the driveway. We will always do our best to minimize any damage but everything does have some sort of risk. Apex Deck Co will not be responsible for any damage to areas caused by movement of equipment on these surfaces. We are not responsible for any concealed pipes where the weight of equipment may cause damage. We will discuss preferred access methods at the pre-construction meeting. Dumpsters and material deliveries need to be placed in driveways or right off of driveways near working areas.

Change Order:

Any additional work not related to the original scope of work will be subject to a change order and will be an additional cost assumed by the client. If it is not clearly outlined on the proposal or Invoice it is not included in the cost. Please review the proposal in detail and please ask questions prior to start. We will also set up a time for you to review the proposal with a project manager prior to start. We are human and things can be missed so that's why we have extra checks in place to make sure we are all on the same page. Again, please review documents prior to start! In the event something needs to be added or a change is requested prior to the project we can adjust Invoice payment terms prior to start. We do require change order acceptance prior to the additional work being performed. A 50% deposit will be due for accepted change orders and the remaining 50% will be due upon completion of the project. We may also need to revise the payment schedule as needed if there are change orders.

As with all construction projects we recommend setting aside 3-5% of project total for any contingencies that may arise. We do not want to just factor this into every job but would just like to be upfront about what can happen and what's not included in the project costs.

Change orders requested once

Customer-initiated changes that require a change in the permit: the homeowner will be charged for the drawings, time to run the permit and any county or city fees. Change orders may affect the projected completion date. Typically permit revisions are $250.00 and will be billed as a change order plus any additional labor and materials required.

Apex Deck Co is committed to not assessing additional charges without first explaining the need for the change order and keeping margins low on unexpected change orders due to unforeseen challenges. We don't like change orders either as they do affect our schedule but is the nature of construction.

Building departments and their requirements can vary from location to location so Apex Deck Co is not able to predict the exact requirements/needs for each project each time. In the event a building department/inspector requires items in addition to the proposed scope such as: concrete landing pad at bottom of steps, exterior lighting on deck area, electrical outlet on deck area, certain glass window type, vent extensions, lateral bracing, secondary handrails on steps, soil engineers, or extra deep footers, these items will be addressed with the homeowner immediately and would also subject to change orders/additional charges. Typically, when we submit building plans, they will notify us at the time of processing the application and permit packet and we will notify you as we learn of the additional requirements but at other times, we may receive request from them while in the build/inspection process and again we would notify the client immediately and present any additional costs with a change order form for approval.

Sometimes the building department may request the following additional items:

Zoning Variances - A variance is an exception to a zoning restriction that allows the use of the land outside the requirements of the zoning for that area. Variances can be given by a locality for residents who can show that the variance will not lessen property values or interfere with the use of the property by current residents. In some cases, you may have to go before the city council or municipal government and plead your case. Cost for the variance can range anywhere from $500.00 and up depending upon your township or county over and beyond the fees we charge for standard permits. Items that may require a variance or additional inspections resulting in additional costs may be some of the following:

- Sanitary sewer pipes
- Storm sewer pipes
- Water pipes
- Private Sewer system or Septic systems
- Utility lines underground or guide wires above ground
- The area in which you want your deck located has a steep slope
- If your structure may be an eyesore or blocking a view of a neighbor.
- If you have a small backyard where setbacks for your property lines come into question

We can always offer to assist in getting approval but we do charge a minimal fee for our time. If the items above are not listed on your proposal or invoice then it is not factored into cost.

Geo-Technical Services - There is sometimes a need to hire a geo-technical engineer to inspect the soil during excavation to ensure the integrity of the soil. The need for this service may be requested by the building department during permitting prior or it may get brought up during the footer inspection. We have no way of knowing this ahead of time in every case. In this event this is deemed necessary, these fees can range depending on whom is needed for hiring and also what services are needed. The additional costs typically start at $800.00 and go up from there. If your deck is on a hillside or in a landslide susceptible area then this most likely will be needed so, please notify our office at the start of project scheduling if you are aware.

Survey - If your proposed project site requires a variance for permission to build, or there is any reason to believe you are impeding on a property line with the project, or many other reasons, then a survey will be recommended/necessary. We have local surveyors we can suggest and will gladly assist with this process, but this is not included in our pricing and is the responsibility of the homeowner.

Photos for marketing usage:

During the project we will take pictures and document the entire building process. We reserve the right to use any of the images of our work for our own portfolio. This includes social media postings and/or website posting. Please let us know prior to the start of the project if you believe you have any issue with this process. We do factor this in when pricing out projects. We do not pay for much advertising, so we rely on word of mouth and social media marketing. Texas Remodeling owns the copyright of the work we produce. Photos shown only advertise the workmanship, project illustration scope of work. Your privacy is very important to us so we are careful to not photograph any location details nor would we release any location information to any projects. After construction we may request to stage your deck for professional photos and we would reach out to you directly to request this after construction. Of course, we would bring you a small gift as a token of appreciation as well! We also love when you send us photos we can share!

Payments/Order Quantities:

Apex Deck Co operates on a turnkey method, meaning we will provide all materials and labor and we are responsible for any shortages, overages of materials within the scope or details outlined in the proposal. We try to order materials as close to the project start as possible but materials may be delivered up to 2-4 days prior to start. We do not offer labor only pricing for work. All proposals will have a payment schedule breakdown outlined in the proposal/Invoice to follow throughout the project. Payment schedules are always subject to change by company for any reason but clients will be notified of any adjustments made. Also, there Any additional work requested, which is not outlined in the proposal, will not be performed unless added as a change order per client's request and signed to approve prior to the additional work occurring. Any change order forms will be presented to the client by the project manager or project foreman during construction. If there are additional materials leftover after the project is completed, they are the property of Apex Deck Co and we will call the lumber yard for pick up. Ordered material quantity is typically higher than estimated quantity. Excess material can be purchased from us at retail cost but we would need to put it in as a change order. We do not leave you extra boards and we get a credit for extra items not used. Typically, when the job is completed the project foreman will contact our lumber yard to set up for a return pick up. Please do not move these items or alter in any way while they await pickup. We take photos and send the supplier a list of what is to be returned for credit. This may take up to 3-5 days. If it takes longer than this, please contact our office at 210-699-7757. Every once and a while it does take them longer so just let us know.

Customers must be available upon completion of the work and final payment is due at this time. We know everyone loves vacations and we don't ever want you to cancel a vacation because we are working. We are pros! Go relax and come back to an amazing space. If requested we will update you with photos, keeping you in the loop. If the customer cannot be available when the project is done, the final payment must be made online via our secure online system called QuickBooks the day of completion or per project breakdown schedule, or must leave payment in a predetermined location for our project manager to pick up. In the event, the work is completed and punch list items need to be addressed or we are delayed on available material to put the finishing touches on the project the customer may retain only up to 10% of the final payment amount. We do not allow clients that are not home upon completion to hold back 10% payment until they return home. If there are any punch list items you see when you return, we will be back out within a week or so to address right away. It's covered under our workmanship guarantee.

By signing this today, you are accepting and agreeing to the terms and conditions listed above. Thank you and we are so excited to build for you!

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Buyer Name/Signature/Date