

**\*\*Permit Fees, Engineering Calculations, and/or Applicable Government Fees are Additional if required\*\***

Additional Work: Coastal Canvas Products does not perform any electrical work. CCP does not replace paver's or any flooring materials. CCP can coordinate these services at a fee of cost + 20%.

All purchases are custom products ("Custom Products") and are non-cancelable at all times, such that the Client shall be obligated to pay the entire amount due. Under no circumstance will the deposit be refundable.

Warranty: Please refer to Coastal Canvas Products manufacturers' warranties @ <https://www.coastalcanvas.com/warranties> for all manufacturers' warranty information.

Warranties are for material only and do not cover labor after 1 year. There is no warranty expressed or implied for fire, cigarette burns, wind, rain, hail, sun, lightning, "acts of God" or any weather-related issues that damage any product sold by "CCP"

**THIS IS A LUMP SUM CONTRACT UNLESS OTHERWISE STATED.**

We propose hereby to furnish material and labor as described above.

A Proposal in excess of \$2,000 will not be binding on CCP until signed by an executive officer.

**CANVAS AND VINYL AWNINGS HAVE WRINKLES. SUNBRELLA AND ACRYLIC FABRICS ARE NOT WATERPROOF AND MAY HOLD OR POOL WATER IN EXTENDED PERIODS OF RAIN OR FLASH FLOODS.**

Acceptance of Proposal- The above prices and specifications and Terms and Conditions of This Sale hereof are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

**TERMS AND CONDITIONS OF THIS SALE**

1. Coastal Canvas Products Co., (hereinafter "CCP" or "we") hereby warrants all materials to be as specified and that all work shall be performed in a workmanlike manner, according to accepted standard practices. **THIS EXPRESS WARRANTY EXCLUDES ALL OTHER AGREEMENTS, REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED. CCP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
2. "Customer" or "you" understands that all vinyl coated and fabric materials will expand and contract when exposed to changing temperatures and weather conditions. These materials may be used to construct awnings, trim, and binding and CCP cannot warranty these materials against wrinkling and shrinkage. Any necessary sewing or stitching of material will be done with white thread.
3. Acrylic material is not waterproof. It has a tendency to leak when wet (Sunbrella, PARA, Sattler, etc.). The Customer's failure to maintain and clean the awning regularly could result in the fabric not meeting its intended life expectancy and voiding this warranty. CCP recommends cleaning every three months.
4. Lateral arm awnings ("Retractable Awnings") are designed for sun protection only, not for rain protection. CCP does not warrant Retractable Awnings against collapse or damage resulting from rain, severe weather, or winds in excess of 25 m.p.h. During such time, the Customer is advised to keep these awnings retracted. CCP recommends that Customer use only acrylic fabric with Retractable Awnings, use of any other fabric voids CCP's warranty. Motion/wind sensors do not, in anyway, guarantee against damage from winds. We recommend that covers be removed from fixed awnings when winds are expected to reach over 74 MPH. No warranty exist after awnings have been through hurricane force winds.
5. Customer and Owner hereby indemnify CCP, and its officers, agents and employees against any expense, liability, payment, claim, lawsuit, and demand ("Claim") for damage to property (including loss of use) or personal injury, including death, and including injuries to CCP's employees, caused or in any manner arising from operations hereunder, except insofar as the Claim arises from and is caused by the sole negligence of any indemnified party.
6. The parties agree that Customer's sole and exclusive remedy against CCP shall be for the repair or replacement of any awning materials, which are defective when delivered. In no event shall CCP be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory. Any defects or discrepancies in the awning materials as delivered or installed must be reported to CCP within twenty (20) days after the Customer receives the awning materials or it will be conclusively presumed that the awning materials were as ordered and were received in good condition. Notice to CCP of any defects, discrepancies or objections must be delivered in writing via certified or registered mail to the address shown on the face of this agreement.
7. It is hereby expressly provided that although the said materials have been hereinbefore described, the materials delivered by CCP hereunder shall be deemed to correspond with their description, when they correspond with the sample which has been produced to, examined and selected by the Customer. Since aesthetics is an important factor in our industry and since CCP's services are essentially to transform canvas and metal into pleasing designs, it is sometimes necessary to alter Customer's layout and/or specifications to make them conform to available materials, acceptable tolerances and engineering or regulatory constraints. CCP reserves the right to make such changes. CCP also reserves the right to cancel this contract if engineering changes required by a governmental entity or permitting authority increase CCP materials and/or labor costs by more than 5%. CCP is not obligated to advance any permitting or engineering fees on Customer's behalf.
8. CCP will not be responsible for the usefulness of any frame not built or installed by us, unless we are authorized by the customer to rebuild same to CCP's specifications. CCP does not warrant against water leaks where awning meets wall when existing frames are recovered, unless such leaks are listed and addressed on contract. All awning materials used by CCP have been treated with a mildew inhibitor. Mildew is micro-organic bacteria, which can grow on any material, metal, glass or plastics, BUT WE OFFER NO GUARANTEE WHATSOEVER THAT MILDEW WILL NOT OCCUR.
9. It is hereby expressly acknowledged, understood and agreed that this is a contract for a special order of custom fabricated goods and materials and the Customer cannot alter, revoke or cancel the same without the specific written consent of CCP.
10. The estimated delivery date of this order is subject to contingencies beyond the control of CCP, including, but not limited to fires, strikes, lockout, inability to secure material, labor or transportation, inclement weather, accidents, Acts of God and unavailability of the Customer. In the event of the occurrence of such contingency, the estimated delivery date shall be extended by equal duration to the extent of the duration of such contingency.
11. Customer agrees to pay CCP the full balance of the purchase price immediately upon completion and delivery of the material and work to the Customer and time of such payment shall be of the essence. No back charges will be accepted. CCP shall retain title to all goods pending receipt of the entire purchase price.
12. The Customer covenants and agrees that upon his default by the failure to pay any part of or the entire purchase price when due, or otherwise, CCP shall, at its option, have the right to:
  - A. Without judicial action, take possession of all said property and all payment made by the Customer up to the time of said default shall be applied as rent and depreciation on said property for and during the time the property is in the Customer's possession. Permission is granted to re-enter the property to remove said property; CCP is granted permission to re-enter the Customer's land or structure to remove said property; and/or,
  - B. Bring legal action to collect all monies due CCP under the terms of this agreement; and/or,
  - C. Enforce and foreclose a lien against the said property without further notice to the Customer; and/or,
  - D. Void any warranties and pursue any other remedy available to said company in law or in equity.
13. The Customer covenants and agrees to pay reasonable attorney's fees and costs to CCP in the event CCP incurs such fees and costs in enforcing its rights under the terms of this contract, including attorney's fees incurred in obtaining and enforcing a judgment and/or pursuing or defending an appeal. Any legal action brought by either party shall be governed by Georgia law. Venue for any action by any of the parties hereto or in connection herewith shall be in Chatham County, Georgia, or in a different Georgia county if necessary to enforce CCP's lien rights or other remedies, at the sole discretion of CCP. Customer/Owner hereby waives any defense of personal jurisdiction and/or improper venue in any such legal action related to any transaction between Customer/Owner and CCP.
14. This proposal by CCP shall expire thirty (30) days after date of issue, but is subject to withdrawal during such time if notice to that effect is given before written acceptance by the Customer. The only terms of the agreement between the Customer and CCP are those set forth in this document, and these terms may be changed or modified only by a writing signed by both parties.
15. After acceptance of this proposal, any delay by the purchaser may result in a change of price corresponding to any change in the cost of labor or raw materials.
16. A charge of 1-1/2% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts.
17. Occasionally after installation, "pinholes" can be found in the awning cover. This is not a result of fabric quality, and does not affect the long-term performance of your awning cover. Should this occur, we will address the pinholes to keep water from coming through your awning cover. Once we have addressed this issue, we guarantee, that your awning cover will not fail as a direct result of the original pinholes, for a period of five (5) years from the date of installation.
18. Over time, awnings experience a great deal of environmental hardship from day-to-day exposure to the elements. This exposure may cause the awning cover to fade and lose color, become brittle and hard or even lose material surface from what is known as "plasticizer migration". Given these conditions, we know that removing a cover may result in any combination of the following conditions: "pinholes", cracks, small tears, wrinkles and/or "crazing". In addition, once awning covers are removed from the frame and reinstalled, they tend to readily attract dirt, smudges and marks. Therefore, if we remove awning cover from the frame for storage, cleaning and/or maintenance, we cannot guarantee or provide remedy against the above possible conditions. Any awning taken down, regardless of age, will get extremely dirty and Coastal Canvas Products cannot be held responsible for this occurrence. We recommend that awnings be thoroughly cleaned prior to any work being done, requiring awnings to be taken down.
19. Concerning warranties for jobs outside of Chatham, Effingham and Bryan counties in GA, Beaufort and Jasper counties in SC. Customer/Owner shall be responsible for any expenses incurred by CCP to bring CCP's labor, to and from the job site, or to bring the awning(s), to and from CCP, including (without limitation): airfare, room and board, taxi's, rental cars, taxes, duty, labor cost to and from the job site, etc.
20. **GEORGIA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, IMPROVED, OR REPAIRED YOUR HOME. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.**
21. This proposal, contract, and terms and conditions of sale constitutes the entire agreement between Customer/Owner and CCP. No representation, warranty, agreement, or statement, oral or written, shall be enforceable or binding on either party. This proposal, contract, or terms and conditions of sale may only be modified by an express, written agreement, executed by both parties hereto.