

## ADDITIONAL TERMS & CONDITIONS OF SALE

Unless otherwise specified, the warranty period for all maintenance work (sealing, infra-reds, striping, patching, or crack-sealing) will be (1) one year.\*

\*Asphalt sealcoat may fail to properly adhere due the following conditions: Residues left by trees, oils, detergents, pesticides, other sealers, etc. In spite of our best efforts to properly prepare the asphalt surface for sealcoating, these residues are impossible to remove from the naturally porous surface. Warranty is limited to one (1) follow-up sealcoat application. The second application does not carry a warranty.

Unless otherwise specified, the warranty period for all new residential paving projects (single-family home or duplex) will be two (2) years on materials and workmanship from the date of completion.

Unless otherwise specified, the warranty period for all new commercial paving projects (includes farm, multi-unit, and shared drives) will be one (1) year on materials and workmanship from the date of completion.

The warranty will be null and void if payment in full is not received within ten (10) days of invoice date, unless alternate payment arrangements have been made with the Contractor.

Execution of contract requires contractor to utilize heavy equipment, and requires reasonable access for equipment to cross adjoining surfaces for the performance of the contracted work. Contractor will not be responsible for cracking or failure of concrete or any other impervious surface failures that are incidental to the execution of the site prep and paving. (This includes, but is not limited to, sidewalks, garage floors, curb and gutter, road/street edges, pavers, patio blocks, etc.)

When resurfacing (overlying) asphalt, brick or concrete pavements, Contractor is not responsible for the reproduction of cracks or ponding which may occur. No warranty applies to such applications.

Due to severely cold winter temperatures in our service area, it is not uncommon for frost heave or cracking to occur in the asphalt and shall not be construed as a warrantable failure in materials or workmanship.

Vegetation can grow through new asphalt. Contractor will attempt to remove any surface vegetation prior to pave. However, weed control is the customers responsibility, and Bartelt Enterprises will not be held liable for weed growth should it occur. It is recommended that customer applies a weed killer as well as a pre-emergent prior to work being commenced. Should vegetation happen to grow through, Contractor recommends that the customer apply a contact herbicide.

Contractor is not responsible for damage to unmarked underground wires. We do make one call to Digger's Hotline. It is the responsibility of Digger's Hotline to properly mark all utility lines.

Contractor is not responsible for failed asphalt if the base work is performed by others.

Contractor strongly recommends that no material be placed on wet, unstable or frozen subgrade. Contracting pavement to be placed over unsuitable subgrade will result in loss of warranty provisions.

Finished grade may be governed by various control points. If surface contour allows less than a minimum grade of 2%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage.

Any claim for property damage is conclusively waived unless presented to Contractor in writing within seven (7) days of the occurrence.

The liability of Contractor for maintenance or nonperformance is limited to the amounts due hereunder. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance. All agreements are contingent upon strikes, accidents or delays beyond our control.

"In the event it is necessary that Bartelt Enterprises, Inc. Commence a claim or suit for payment from the customer; customer agrees to pay all costs of collection including reasonable attorney fees. "

"As required by the Wisconsin Construction Lien Law, builder (contractor) hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder (contractor), are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid."