GENERAL TERMS AND CONDITIONS

Magic Raising Concrete Repair, LLC

174 N Raymond Place, Boise, ID 83704 | 208-602-2530

These General Terms and Conditions ("Terms") govern all work performed by Magic Raising Concrete Repair, LLC ("Contractor") for the Client. By accepting a proposal, estimate, or quote, or by authorizing work to begin, Client agrees to these Terms.

1. Scope of Work

Contractor shall perform the work described in the attached proposal, estimate, specifications, and any drawings (the "Work"). The Work includes labor, materials, equipment, and services necessary to complete the project in a professional manner consistent with generally accepted industry standards.

2. Compensation and Payment

Client shall pay the amounts set forth in the proposal or estimate. Prices are subject to change only with Client's prior written approval.

A deposit of thirty percent (30%) of the contract price is due prior to the start of the Work.

Upon substantial completion of the Work, Contractor will issue an invoice. Payment is due within ten (10) days of Client's receipt of the invoice.

Any balance remaining unpaid thirty (30) days after the invoice date shall accrue a late charge of one and one-half percent (1.5%) per month (or the maximum rate permitted by law, whichever is less).

3. Notice of Right to Cancel

If this contract results from, or is connected with, a salesperson's direct contact with or call to Client at Client's residence without Client having solicited the contact or call, Client has the legal right to cancel the contract by notifying Contractor in writing within three (3) business days from the later of: (a) the date of the transaction, or (b) the date Client received this Notice of Right to Cancel.

Client also has the right to cancel this contract for any reason upon three (3) business days' written notice from the date of acceptance. If Client fails to cancel within that period, the required thirty percent (30%) deposit is forfeited and will not be refunded.

How to Cancel

Written notice of cancellation may be sent to: Magic Raising Concrete Repair, LLC, 174 N Raymond Place, Boise, ID 83704, or by calling 208-602-2530. Any signed and dated written statement expressing the intent to cancel is sufficient. Client should retain a copy of the cancellation notice.

4. Project Schedule

Work shall commence within a reasonable time after receipt of the deposit and shall be substantially completed within the timeframe agreed upon by the parties. Time is not of the essence unless expressly stated in writing. Delays caused by weather, material shortages, unforeseen site conditions, or other events beyond Contractor's reasonable control shall extend the completion date accordingly.

5. Change Orders

Any modification to the scope of work, price, or schedule must be documented in a written Change Order signed by both parties before the change is implemented. The Change Order shall specify any adjustment to the contract sum and/or time for completion.

6. Permits and Regulatory Compliance

Contractor shall obtain all necessary permits and licenses required for the Work and shall comply with applicable federal, state, and local laws, codes, and regulations. Client is responsible for payment of any permit fees unless otherwise agreed in writing.

7. Insurance

Contractor shall maintain commercial general liability insurance, workers' compensation insurance, and such other coverage as required by law. Proof of insurance will be provided upon reasonable request.

8. Customer Responsibilities

Client shall:

- Make full payment to the crew leader or as otherwise directed upon completion of the Work;
- Prepare the work area for installation and provide reasonable access;
- Mark all private lines (including but not limited to satellite, propane, sprinkler, and irrigation lines);
- Be responsible for any finished carpentry, painting, paneling, landscaping, or similar work required after Contractor's Work is finished;
- Maintain positive drainage away from repaired areas;
- Keep gutters clean and in good working order and direct downspouts a sufficient distance away from repaired concrete; and
- Perform any other obligations listed under "Customer Will" or "Additional Notes" in the proposal.

9. Underground Utilities and Concrete Replacement

Contractor will contact Idaho Digline to locate public utility lines prior to beginning work. Contractor is not responsible for damage to unknown or unmarked underground pipes, cables, utilities, or private water/irrigation lines. Client is responsible for arranging disconnection or relocation of such lines before work begins and for all repair costs arising from damage to unmarked or private lines.

10. Limited Warranty – Workmanship

Contractor provides a limited one (1) year workmanship warranty on the Work, beginning on the date of substantial completion, provided the job is completed and paid in full. The warranty guarantees that the Work will be free from defects in workmanship and will conform to generally accepted industry standards. This warranty is transferable at no charge to future owners of the structure for the remaining term, except where a product-specific warranty states otherwise.

11. Product-Specific Warranties

- **Dowsil Pro:** 5 years from the date of installation (covers debonding or general product installation error).
- **Saltguard:** Contractor does not assume responsibility for concrete crumbling, further spalling, pitting, or flaking after installation. Saltguard helps mitigate surface damage caused by water absorption and evaporation.
- **EZTique / SuperSeal 2000:** 1-year warranty from the date of installation.
- **Endurable Stain / Endurable Seal or Super Seal 2000:** 1-year warranty from the date of installation.
- **DecoShield:** 1-year warranty from the date of installation. Contractor does not assume responsibility for concrete crumbling, further spalling, pitting, or flaking after installation.
- **Resin Rock / Magic ResinRock & Deco systems:** Manufacturer's warranty of up to 10 years on resin materials (material only). Claims must be supported by proof of purchase and installation date. Manufacturer's sole obligation is to supply replacement resin material. This warranty is non-transferable and is subject to the manufacturer's full terms and exclusions.

Contractor does not warrant products not listed above, although some may carry a separate manufacturer's warranty. All materials used are warranted to be as specified in the Contract.

12. Warranty Exclusions and Limitations

This Limited Warranty is made in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.

THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR:

1. Cracking that occurs during the concrete lifting process;
2. Exterior waterproofing;
3. Plumbing damage;
4. Customer-caused damage;
5. Dust from installation;
6. Damage to real or personal property (including walls, countertops, floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and similar items), including damage alleged to result from the use of heavy equipment;
7. Any injury or damage caused by mold to property or persons;
8. Failure or delay in performance or damage caused by acts of nature (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any cause outside Contractor's control;
9. Damage from the lifting operation;
10. Basement water seepage;
11. Damage from heaving, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils;
12. Damage to sprinkler or private irrigation lines during the lifting or drilling process;
13. Normal wear and tear, abuse, neglect, or accidental damage;
14. Structural movement, foundational settling, or shifting of the subfloor or substrate;
15. Moisture damage, mold, or rot originating outside Contractor's scope of work;
16. Shade, color, or texture variations inherent to materials;
17. Any modifications, repairs, or alterations made by Client or third parties after completion; and
18. Any other exclusion stated in a product-specific or manufacturer warranty.

While Contractor assumes limited responsibility for utility damage caused by its own installation, such responsibility is limited to repairing the area damaged by Contractor and does not include upgrades for code compliance or other reasons.

Client's sole and exclusive remedy for a covered warranty claim is repair or replacement of the defective workmanship or material at Contractor's sole discretion. Contractor shall not be liable for consequential, incidental, or special damages, including loss of use of the property.

13. Indemnification

Client agrees to indemnify, defend, and hold harmless Contractor from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from Client's acts or omissions, including failure to properly mark or protect underground utilities not located by Digline.

14. Force Majeure

Contractor shall not be responsible for delays or failures in performance caused by acts of God, weather conditions, strikes, lockouts, labor disputes, shortages of materials, or other causes beyond its reasonable control.

15. Termination

Either party may terminate this contract for material breach upon written notice. In the event of termination, Client shall pay Contractor for all Work performed up to the date of termination, plus reasonable demobilization costs.

16. Dispute Resolution

Any controversy or claim arising out of or relating to this contract shall first be submitted to mediation. If mediation does not resolve the dispute, it shall be settled by binding arbitration in Ada County, Idaho, in accordance with the rules of the

American Arbitration Association. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

17. Independent Contractor

Contractor is an independent contractor and not an employee, partner, or agent of Client. Nothing in these Terms creates a partnership, joint venture, or employment relationship.

18. Notices

All notices required under these Terms shall be in writing and delivered by hand, certified mail, or email with confirmation of receipt to the addresses set forth in the proposal or such other address as a party may designate in writing.

19. Severability and Waiver

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The failure of either party to enforce any provision shall not constitute a waiver of that provision or any other provision.

20. Assignment

Neither party may assign its rights or obligations under this contract without the prior written consent of the other party, except that Contractor may assign its rights to payment.

21. Entire Agreement and Governing Law

These Terms, together with the attached proposal, estimate, specifications, and any Change Orders, constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements. This agreement shall be governed by and construed in accordance with the laws of the State of Idaho.