

WEST COAST AWNING, INC.

19869 Nordhoff St, Northridge, CA 91324 | (818) 773-1729 | www.westcoastawning.com

TERMS AND CONDITIONS OF SALE — COMPLETE AGREEMENT

1. Purchaser's Responsibilities

The Purchaser is responsible for supplying water and electrical access to the property. The Purchaser must keep up with progress payment due dates as listed in this contract. All goods delivered to the property, whether installed on existing property or not, shall be deemed personal property of 'WCA' (West Coast Awning, Inc.). In order for 'WCA' to extend credit to the Purchaser, the Purchaser shall provide full performance of all obligations arising under this contract.

As such, 'WCA' shall be deemed a secured party as that term is defined in Division 9 of the California Uniform Commercial Code ('UCC'). This security interest allowed the holder of the security interest under that Division. Without limiting the foregoing, 'WCA' may, at its sole option, after Purchaser's default and without notice to Purchaser (except when required by law), re-take possession of all listed and attached items, and no refund of any payment shall be issued.

Purchaser agrees that in the event of any default in the making of any installment payment, or in the performance of any of the provisions herein, and except in the instance where Purchaser files a petition in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or if Purchaser makes any assignment for the benefit of creditors, or if 'WCA' deems itself insecure, all sums shall become immediately due and payable. In the event of nonpayment, Purchaser agrees, on demand, to deliver said goods to 'WCA'.

2. Manufacturing and Installation

'WCA' will manufacture all goods required in approximately 3 weeks. The 4-hour wait time for installation: 'WCA' will complete all work in a workmanlike manner. Within 10 days of completing work, Purchaser will notify 'WCA' of any defect in materials or workmanship. Within 10 days of said notification, 'WCA' will inspect the work and determine if the plans and specifications are adequate to accomplish the agreed scope of work. Purchaser's selection or purpose of the goods is the sole responsibility of the Purchaser. 'WCA' makes no warranties regarding soundness, quality, safety, appearance, legality, or longevity of Purchaser's underlying structure, nor does 'WCA' guarantee that once installed, the items will be level, plumb, or a perfect fit.

3. Delay

'WCA' shall be excused from any delay in completion of the contract caused by Acts of God, stormy weather, labor disputes, acts of public difficulty, actions by public bodies or inspectors, extra work ordered by Purchaser, or any other contingencies unforeseen by 'WCA' or beyond the reasonable control of 'WCA'. A failure by 'WCA' to complete work within the number of calendar days from the commencement date approximated on the reverse is a violation of the Business and Professions Code Section 7159.

4. Collection

In the event action is taken by 'WCA' against Purchaser for collection of any amounts due hereunder, Purchaser agrees to pay all collection fees and attorney's fees, along with court costs and interest at the legal rate incurred.

5. Construction Permit

Should the Purchaser, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, a change order to the work shall be added to the contract price. Requirements must be submitted in writing, or 'WCA' shall have the right to stop work if any payment is not made when due. A work stoppage shall not waive 'WCA's' right to any payments due. Purchaser agrees to pay interest at the maximum legal rate until all payments are received.

6. Warranty

If no warranty is specified in writing, products are sold as-is (No Warranty). Warranty terms may be specified in writing (maximum 4 years). Purchaser may purchase an extended warranty upon request. Materials warranty may be specified in writing (maximum 4 years).

In order for Purchaser to qualify for this warranty, the coating must not fade, chip, peel, or crack within the warranty period. Normal wear and tear, whether soiling or stains from environmental conditions, do not apply. 'WCA' is not liable for injuries or deterioration of any kind due to abusive use, malfunction, negligence, vandalism, modifications by others, or Acts of God.

There is no warranty on colors, unless specified, for hanging balances or gazebos. There are no warranties on rain protection products; they must be closed in windy and rainy conditions. This warranty is not transferable. Proof of purchase must be available for all warranty claims within 30 days of any warranty work performed.

Light-colored acrylic fabrics do not last as long as dark colors. A light color will also show dirt more readily.

7. Liability

'WCA' is not liable for injuries or damages to persons or property, including but not limited to any consequential or incidental damages resulting from fire, wind, rain, tornado, hail, explosion, riot, vandalism, vehicles, smoke, earthquake, flood, war, or similar perils, including any and all Acts of God or Nature. Purchaser assumes all responsibility for any such occurrences.

8. Plans and Permits

Permit fees and architectural drawings are not included as part of the contract unless expressly itemized and separately priced. Purchaser agrees to contact 'WCA' for permit services, and Purchaser has represented to 'WCA' that Purchaser has the authority to sign any and all required permits and licenses at Purchaser's time and expense.

9. Cancellation

Purchaser may cancel this transaction at any time prior to midnight of the fifth business day after the date of this transaction. Cancellation must be made by sending a written notice of cancellation by certified mail or email, or by delivery of the attached Notice of Cancellation form explaining this right.

10. Declaration

Purchaser declares that he or she has read this contract, that the signer hereto is executing this contract on behalf of his or her entity or of a co-partnership, and that he or she is duly authorized to execute this contract. Purchaser further declares that there has been no verbal agreement between the parties and that there are no other terms or provisions, either expressed or implied, other than those contained in this written contract. For work to be done on property not owned by the Purchaser, the Purchaser agrees to secure the approval or permission of the building owner for the work and to inform the owner of all terms, conditions, and warranties related to this contract. The Purchaser also agrees to hold 'WCA' harmless from any claims or damages brought by the building owner as a result of the work arising from or related to the performance of this contract.

NOTICE REQUIRED BY LAW

"Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors' State License Board, Post Office Box 26000, Sacramento, CA 95826."

MECHANICS' LIEN WARNING

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property where the work has been performed and to sue you in court to obtain payment. This means that after a court hearing, your home or other property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full, if the subcontractors, material suppliers, or laborers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required, with a document called a 'Preliminary Notice,' to notify contractors and laborers who contract with owners directly. Generally, the contractor is not required to send a Preliminary Notice. A Preliminary Notice is not a lien against your property; its purpose is to notify you that a person or entity may have the right to file a lien against your property if they are not paid. Generally, to preserve their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder's office within a specific number of days after completing work on your project. Generally, the maximum time allowed for filing a mechanics' lien against your property is 60 days after substantial completion of your project."

11. Contractor-Supplied Payment Bond

To protect yourself, you may require your contractor to provide a payment bond (not a license bond), which provides that the bonding company will either complete the contract or pay damages up to the amount of the bond. This contract and performance bond, as well as a copy of the construction contract, should be filed with the county recorder's office for your protection. The payment and performance bond will typically cost 1 to 5% of the contract amount, depending on the contractor's bonding ability. This cost and obligation may be passed on to you as an additional line item in the contract.

12. Final Payments

Final payments must be made directly to subcontractors and material suppliers through a lien control. Funding services may be available for a fee in your area, which will establish vouchers or other means of payment to your contractor. These services help ensure that the subcontractors and suppliers are paid. Any lien control or escrow agreement should include the addendum approved by the registrar.

You may also protect yourself from recorded liens by getting a list of each subcontractor or material supplier involved in the project. The lien checks should be made payable jointly to your contractor and each subcontractor or supplier. Some of these individuals or entities have indicated that they may have lien rights on your property; therefore, you should protect yourself. This will help to ensure that all persons due payment are actually paid.

13. Making Payments on Completed Work

Upon making payment on any completed phase of the project, and before making any final payments, it is strongly recommended that you obtain properly executed 'Waiver and Release' forms signed by each material supplier, subcontractor, and laborer who has provided work or materials to your property. The requirements for these lien releases are set forth in Section 3262 of the Civil Code. Most title companies, escrow companies, and lien control services will provide these forms for you. The material suppliers, subcontractors, and laborers providing work on your project may obtain lien release forms from your contractor. If, upon making improvements to a single-family residence or a duplex owned by the Purchaser, the Purchaser obtains these releases, the Purchaser loses the right to file a mechanics' lien claim against your property. In addition, a performance and completion bond may still be important until the work is fully complete.

To protect yourself under this option, you must be certain that all material suppliers and subcontractors have been paid. If a mechanics' lien has already been filed against your property, it can only be voluntarily released by a recorded 'Release of Mechanics' Lien' signed by the person or entity that filed the mechanics' lien against your property. Until that lien is released, the title to your property is affected. You should withhold final payments until any and all such liens are released. You should consult an attorney if any liens are filed against your property.

PRODUCT WARRANTY SCHEDULE — The following warranty terms apply to each material or service. If no warranty is specified in writing, products are sold as-is. All stated warranties are limited and prorated, and do not cover abusive use, malfunction, negligence, vandalism, or Acts of God. Labor is covered for 1 year.

1. Sunbrella Fabric

4 (Four) Years — Manufacturer's Limited and Prorated Warranty.

Note: Lighter colors will get dirty and will not last as long. 'WCA' does not offer cleaning services.

2. All Types of Vinyl Fabric

4 (Four) Years — Manufacturer's Limited and Prorated Warranty.

Note: Lighter colors will get dirty and will not last as long. 'WCA' does not offer cleaning services.

3. All Types of Mesh Fabric

4 (Four) Years — Manufacturer's Limited and Prorated Warranty.

Note: Lighter colors will get dirty and will not last as long.

4. All Types of Clear Plastic

1 (One) Year — Manufacturer's Limited and Prorated Warranty.

Note: Clear plastic becomes yellowish and loses visibility over time.

5. All Electronics

1 (One) Year — Manufacturer's Limited and Prorated Warranty.

Note: Includes: Motors, Remote Controls, Wind and Sun Sensors, Switches, and Solar Panels.

6. All Metal Frames

1 (One) Year — Limited and Prorated Warranty against rust.

7. Leaks on Fabric Awnings

0 (Zero) Years — No Warranty against leaks.

Note: Awnings are designed for shade. They may provide some rain protection depending on the design.

8. Leaks on W-Pan Patio Covers

1 (One) Year — Manufacturer's Limited and Prorated Warranty.

Note: Warranty does not include gutter cleaning. Leaves will get stuck inside the gutter.

9. Leaks on Flat Pan Patio Covers

1 (One) Year — Manufacturer's Limited and Prorated Warranty.

Note: Warranty does not include gutter cleaning. Leaves will get stuck inside the gutter.

10. Leaks on 3" Insulated Patio Covers

1 (One) Year — Manufacturer's Limited and Prorated Warranty.

Note: The interlocking seams may allow leaks between the panels. Gutter cleaning is relatively easy.

11. Operable Louver Patio Covers (also known as Adjustable Louver Patio Covers and Roll X Louvers)

5 (Five) Years — Limited Warranty on the structure.

2 (Two) Years — Limited Warranty on the motor.

1 (One) Year — Limited Warranty on electronics.

Note: This louver system has a gutter all around, but is not considered a waterproof product. Overflow is possible in heavy rain.

12. Leaks in the Back Wall

0 (Zero) Years — No Warranty against leaks through stucco.

Note: If stucco is not applied correctly and the above waterproofing paper is not overlapped, leaks are possible and the wall underneath will become wet. This is a separate process not included in this contract. This type of leak is present in about 1% of our projects.

13. Fading

0 (Zero) Years — No Warranty against fading.

Note: Approximately 4% per year of fading is normal.

14. Electrical Work

1 (One) Year — Limited and Prorated Warranty.

15. Retractable Awnings

2 (Two) Years — Manufacturer's Limited and Prorated Warranty.

Note: Retractable awnings are not designed for wind or rain protection and must be closed in windy and rainy conditions. A center support will be installed on units 20 feet or more in width. A center support will wear the fabric much sooner. If a center support is installed, that will void the warranty. If we replace the fabric on an existing motorized retractable awning, approximately 50% of the time the motor stops working or the limit switches will not work. We are not responsible for the motor in such cases.

16. Drop or Roller Shades

0 (Zero) Years — No Warranty on any vertical operable roller shades.

Note: Purchaser is responsible for closing and taking care of the unit during windy conditions. These products are not designed for wind protection.

17. Umbrellas

0 (Zero) Years — No Warranty on any umbrellas.

Note: Purchaser is responsible for closing and taking care of the unit during windy conditions. Umbrellas are not designed for wind protection.

18. Professional Advice

Choosing a Sunbrella fabric color is important. You, the consumer, should know that a light color fabric will show dirt and mildew more than a dark color. Light color fabric is impossible to keep clean. A dark color will not have a light transparency, while some light color fabrics do have some light transparency. A dark color will also last longer than a light color. Stripe fabric in some cases may not match.

19. Labor

1 (One) Year — Limited and Prorated Warranty for all labor.

20. Wrinkles

All free-hanging valances will have wrinkles. When fabric gets wet, wrinkles may temporarily appear.

21. Salesperson or Installers

Verbal or written promises are not valid unless they are approved and documented in writing by the CEO of West Coast Awning, Inc.