

Terms & Conditions

These terms and conditions (this "Agreement") are between Iron Wolf Inc., a North Carolina corporation ("we" or "us") and you and your affiliated entity(s) ("you" or "Customer"), and apply to all projects requested by you and performed by us.

All Projects:

__ By approving a proposed estimate, you are agreeing to the scope of work and pricing that is described for your given project.

__ Customer is responsible for obtaining any/all permits and approvals (such as HOA) required by local authorities before commencing work. If you wish for us to obtain any permit requirements on your behalf, we can do so for an additional fee.

__ Customer is responsible for having PRIVATE utilities clearly marked and must disclose their presence to us prior to the start of construction. If you are unable to mark them, we can do so for you for an additional fee.

__ We will take proper steps to have public utilities marked if needed for your project, as necessary.

__ Any change orders, including but not limited to the scope of work and materials, after the agreed-upon quote, will be shown in the proper invoice draw. This may result in an increase or decrease in the amount due.

__ If a contract is terminated for any reason, Customer is responsible for paying for all costs incurred up to the time of termination. Contractor shall keep a proportionate amount of its anticipated profits corresponding to the progress at the time of termination.

__ You acknowledge and understand that settling of ground and materials is natural and can take place over time. We are not responsible for any displacement.

__ We use heavy machinery for the majority of projects. When using heavy machinery on projects, Customer accepts that the ground covering of working area and access area may be damaged. We can quote ground covering replacement options when needed. If you wish to have permanent ground covering, we require that it be installed within 15 days from the completion of our project, or we cannot warranty our work that has been done.

__ Any permanent ground coverings that are live (i.e., seed straw, sod, etc.) are susceptible to a variety of environmental and maintenance factors. We cannot guarantee the longevity of any live plant growth. We recommend hiring a local landscape maintenance company to properly care for your landscaping.

__ Payment of the full invoice is due on the day of completion, unless other draws are due prior as stated in the relevant scope of work or estimate. Any outstanding invoice over 15 days will accrue a late fee of 5%. Any amounts not paid shall accrue interest at a rate of 1.5% per month until paid. Contractor may suspend performing further services until all past due amounts and interest thereon have been paid in full.

__ Customer will provide us with access to the site and ensure that it is free from any obstructions that may hinder the work.

__ We shall not be liable for any additional costs incurred as a result of delays caused by weather conditions.

__ Any additional costs due to the suspension and resumption of work (due to weather, client scheduling etc.) not budgeted will be added to final invoice. These may include, but are not limited to, equipment rental, additional labor, etc.

__ We are not liable for any damage to neighboring properties due to work done on project site.

Excavation:

__ Unexpected obstructions unearthed during excavation that exceed the capability of the equipment used for the job will be subject to an increase in invoicing. This may also cause a delay in the schedule depending on the obstruction. Customer understands and acknowledges that we are unable to determine sub-terranean obstructions prior to the start of any project.

__ Customer accepts that some disturbance of the ground near the excavation will occur because of normal operation of equipment and/or soil displacement. Landscaping repairs are not included unless specifically stated on the estimate.

Demolition:

__ Customer accepts that some disturbance of the ground near demolition will occur as a result of normal operations of equipment. Reasonable precautions will be taken to minimize damage to areas not intended to be demolished, but repair/replacement of unintended damage to the job site is not included in the contract unless specifically stated.

__ All estimates for concrete slab demolition assume slab thickness of 4" unless otherwise stated in estimate. Slab over 4" thick are subject to price adjustment.

__ All materials included in the demolition contract will be removed from the job site. All other items removed from the job site require separate pricing.

Hardscaping:

__ All hardscaping projects (retaining wall, fencing, etc.) require a 50% deposit to secure a start date on our calendar and to begin ordering your job materials.

__ Any order change on materials AFTER the order is placed will require a 25% restocking fee on the total project amount.

__ We will ensure proper installation and care of materials during construction process. Once construction is complete (final invoice is sent) we are no longer responsible for the maintenance and care of the product.

Drainage:

__ Some drainage projects may have a 1-time reservice warranty within a fiscal year of the start of the project. Reservicing will occur due to land settling and other natural conditions. This excludes any extreme weather conditions such as flash floods, heavy winds, tornadoes, tropical storms/hurricanes, and extreme natural occurrences.

__ Unless otherwise specified, standard drainage materials is installed with corrugated pipe. PVC can be an optional upgraded install.

Miscellaneous:

- A. Neither party's waiver of a breach or a default under any of the provisions of this Agreement, nor its failure to enforce any of the provisions of this Agreement shall thereafter be construed as a waiver of any subsequent breach or default, or of any rights or privileges provided hereunder or by law.
- B. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED BY EACH PARTY EXCEPT AS STATED IN THIS AGREEMENT. Contractor's maximum aggregate liability, whether for breach of contract or in tort, including negligence, will be limited to the amount received by Contractor under this Agreement during the six (6) months immediately preceding the action or omission giving rise to any such claim.
- C. If a court holds that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. Failure or delay by either party in enforcing any provision of this Agreement will not be a waiver of any of its rights under the Agreement.
- D. This Agreement may not be assigned by Customer without the prior written consent of Contractor. Contractor may assign this Agreement to (i) any corporation, partnership, limited liability company, or other entity or person (a "Person") which controls, is controlled by, or under common control with Contractor or (ii) any Person that merges with or acquires all or substantially all of the assets of Contractor.
- E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement. Both parties agree to accept digital signatures that are encoded, verified, and date and time-stamped through DocuSign or similar software used to execute this Agreement and any past or future statements of work or estimates and agree that such digital signature shall be given full force and effect.
- F. Contractor shall not be liable for delay or failure to perform under this Agreement which results from any occurrence of events which were beyond Contractor's reasonable control, including, but not limited to, accident, actions of the elements, acts of God, civil commotions, enemy action, epidemic, pandemic or other public health emergency,

explosion, fire, flood, insurrection, strike, walkout or other labor trouble or shortage, natural catastrophe, riot, unavailability or shortage of material, equipment or transportation, war, act, demand or requirement of law, or the government of the United States of America or any other competent governmental authority, acts of the other party, or any other similar cause beyond such party's control.

- G. If Contractor is required to file any claims of lien or take other legal action to collect payment owed under this agreement, Client agrees to cover for each occurrence all reasonable attorneys' fees and collection costs associated therewith which shall be the greater of Three Thousand Dollars (\$3,000.00) or fifteen percent (15%) of the amount owed or in dispute. Client expressly waives its rights to any notice prior to the collection of all amounts owed, including attorneys' fees. If any party institutes legal action of any nature to collect any amounts due, or to interpret and/or enforce any terms or provisions herein, the prevailing party shall be entitled to collect from the other party all reasonable costs and expenses of collection and of such legal action, including but not limited to all reasonable attorneys' fees incurred at all trial and appellate tribunal levels. In the event legal action of any nature is instituted, interest shall accrue on the amount of the judgment ultimately rendered from the date of the breach or dispute which gives rise to such legal action until any judgment obtained therefrom is satisfied in full at the rate of eight per cent (8%) per year, compounded annually.
- H. This Agreement shall be construed and governed by the laws of the State of North Carolina, both as to interpretation and performance, except that the North Carolina conflict of laws provisions shall not be invoked to apply the laws of another state or jurisdiction. The parties hereto agree that each and every provision of this Agreement is reasonably necessary for the protection of the rights and interests of each party and her heirs or assigns, and accordingly shall be valid and binding between the parties as specified. The parties desire to avoid and settle without litigation any future disputes that may arise between them under this Agreement. Accordingly, the parties hereby agree to engage in good faith negotiations to resolve any such dispute. In the event that they are unable to resolve any such dispute after good faith negotiations, then any dispute arising out of or in connection with this Agreement or the breach thereof shall, at the option of any party thereto, be decided by the courts located in Wake County, North Carolina. Nothing contained herein shall preclude the parties from pursuing all equitable remedies available to them, including preliminary injunctive relief against the other in the event warranted by applicable legal principles.

This Agreement, including any addendum and all past or future statements of work and estimates arising under this Agreement, constitutes the entire agreement between the parties related to the subject matter hereof, and cancels and supersedes all prior or contemporaneous agreements, whether oral or written, related to the subject matter of this Agreement. No amendment or change in this Agreement shall be valid unless made in writing. If any term, clause, paragraph, or provision of this Agreement is stricken as being invalid, unenforceable, or void, such stricken portion shall not affect any other term, clause, paragraph, or provision, and the remaining terms of this Agreement shall continue in full force and effect. It is the express desire of the parties that any service(s) performed by Contractor be governed by this Agreement.