



Terms and Conditions

EXCEPT AS OTHERWISE AGREED IN WRITING, THESE TERMS AND CONDITIONS GOVERN ALL OUR CONTRACTS FOR SERVICE AND SALES OF MATERIALS. OUR QUOTATIONS AND ESTIMATES ARE NOT OFFERS CAPABLE OF ACCEPTANCE BY YOU, AND ANY ORDER PLACED BY YOU WILL ONLY BE ACCEPTED AND CONFIRMED BY RECEIPT OF YOUR PAYMENT OR SELLER'S WRITTEN CONFIRMATION OF SUCH ORDER.

Cancellation. It is understood and agreed to by you ("you" or "Customer") and your agents and Representatives that this order for enclosures is not subject to cancellation except by a written notice in accordance with the following: **YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF INITIATION OF THIS TRANSACTION (i.e. PAYMENT). SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Any other refusal following the ordering of materials and/or the fabrication of your order shall constitute a breach of these Terms of Service. Seller will not be liable for damages on account of delay by Customer, and Customer agrees to damages recoverable by the Seller for failure to accept delivery and shall be responsible for the balance of the full purchase price.

Payment and Credit. To initiate a confirmed order, a 50% deposit is required. If materials are shipped directly to you by Seller, the remaining balance due is required prior to being shipped. If installation is being performed by Southern Patio Enclosures, final payment is due on the day of installation. All goods shall remain the property of the Seller until delivered and/or paid in full.

Seller reserves the right prior to performing any Services, to require from Customer satisfactory security for performance of Customer's obligation. No failure of Seller to exercise any right accruing from any default of Customer shall impair Seller's right in case of any subsequent default of Customer.

Warranty of Products and Services; Disclaimer of Warranties. The Seller's products have not been designed to meet any specific building code requirements. Products provided by Seller are designed and intended solely for use as temporary structures and enclosures. Seller warrants that the Services shall be performed in a good and workmanlike manner and in conformance with Customer's written specifications. Customer's sole remedy for breach of this warranty is to have Seller re-perform the services at Seller's sole cost and expense. Seller's Warranty of Materials is provided the Warranty of Materials, attached hereto as Schedule

A. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS AND EXCLUDES, ANY WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTY CONTAINED HEREIN. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED BEYOND THAT WHICH IS DESCRIBED HEREIN.

Seller further does not warrant the use of any such products for any other purpose other than use as a sun shade and the deflection of median wind and inclement weather conditions. Seller assumes neither liability nor responsibility for any loss, destruction, damage, or injury to persons or property, direct, incidental or consequential that may be caused by acts of God or war, including, but not limited to, wind, rain, hail or the accumulation of snow, ice, and/or water.

Indemnity. Customer will indemnify, defend and hold Seller, its affiliated companies and their respective directors, officers, employees and agents harmless from any all liabilities, judgments, costs (including court costs, reasonable attorneys fees and costs of investigation), fines, penalties, expenses, damages, claims, suits and demands ("Claims") arising from any violation of law, gross negligence, or intentional misconduct of Customer or its Representatives. Seller will indemnify, defend and hold Customer Indemnified Parties harmless from any Claims arising from any violation of law, gross negligence, or intentional misconduct of Seller or its Representatives.

Notwithstanding any provision to the contrary, Customer is strictly liable for and releases, relinquishes and discharges, and indemnifies, holds harmless and defends Seller from all Claims for injury to, illness or death of any of Customer's Representatives or loss of or damage to any property of Customer or its Representatives occurring in connection with the provision of Materials hereunder. Notwithstanding any provision to the contrary, Seller is strictly liable for and releases, relinquishes and discharges, and indemnifies, holds harmless and defends Customer from all Claims for injury to, illness or death of any of Seller's Representatives or loss of or damage to any property of Seller or its Representatives occurring in connection with the performance of Services or provision of Materials hereunder.

Southern™ PATIO ENCLOSURES

The indemnities in this provision are limited to the extent necessary to comply with all applicable laws and this provision is deemed to be amended so as to comply with applicable laws to the extent such requirements are at variance with these Terms and Conditions. "Representatives" means the referenced party's officers, employees, agents and subcontractors, and any officers, employees and agents of its subcontractors.

Installation and Use. All claims for nonconforming installation must be made in writing to Seller within 30 days after date of final performance, or they are waived. Customer shall determine the intended end use and/or suitability of the product for its specific needs. Customer accepts full responsibility in determining levels of safe occupancy and evacuation procedures in the event of an emergency. Customer shall also assume full responsibility for reasonable care in handling, cleaning, and maintenance of any products. Care & Handling directions will be provided with your order and are available on Seller's website.

Seller reserves the right to modify designs and specifications due to the availability of materials and design criteria. All such changes will be subject to a "Change Order" and the Customer's written approval. Customer acknowledges that the Seller shall not be responsible or liable for any code violations, leaks, inadequate engineering, and/or construction defects relative to the structure to which its products are installed.

Seller will not be liable for any fines, fees, and/or unwarranted delays as the result of the Customer's decision to proceed with unwarranted construction. Customer assumes full responsibility for providing the Seller with the proper blueprints, approved engineering plans and building permits, if applicable. Seller may obtain such information or provide such additional services at an additional charge, if requested. Seller does not provide any carpentry, roofing, on-site

Your deposit is acceptance that you have read and understand these Terms and Conditions. We will make every effort to deliver the product in the condition outlined on our website and brochures. Seller shall not be held liable for damages caused by a delay in performance of the Terms and Conditions due to unforeseen circumstances and/or causes beyond the Seller's control.

Thank you for your business!

www.SouthernPatioEnclosures.com

welding, painting, caulking, flashing and/or concrete work unless requested and specified in your proposal or estimate and agreed to by Seller in writing. Seller warrants all standard installations performed by Seller agents and personnel. However, Seller shall not be responsible for any damage caused during installation considered customized or abnormal (i.e. inconsistent or deteriorating materials, delicate materials such as tile, glass, or polished surfaces) unless agreed to otherwise by Seller in writing or in a Change Order.

Severability. Any part of these Terms and Conditions declared invalid under any law shall be severable and these Terms and Conditions shall then be construed as though such part were not included.

Permission to Use Information in Marketing with Southern Patio Enclosures. By agreeing to these Terms and Conditions, you agree your name, logo, company name, trade dress, photos and/or videos, and general description may be used by Seller, Southern Patio Enclosures, in its promotional and marketing materials which are incident to the promotion of any installed products of Seller.

Governing Law, Jurisdiction and Venue. These Terms and Conditions are governed by the laws of the State of Texas, except for any such law that would direct the application of the law of a different jurisdiction. The parties consent to personal jurisdiction in any action brought in any federal or state court located in Travis County, Texas, and irrevocably waive any claim or objection that venue is not proper.

Amendment and Modification. These Terms and Conditions are subject to modification of Seller at any time without notice; provided however, that following acceptance of final payment of an Order, as it relates to the specific Order, these Terms and Conditions may not be amended or modified in any manner except by a Change Order or written document signed by both parties that expressly amends these Terms and Conditions.

NOTICE OF CANCELLATION

(enter date of transaction or date of payment -
if left blank, the date of transaction is the date of deposit payment)

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF THE MERCHANT DOES NOT PROVIDE INSTRUCTIONS REGARDING RETURN SHIPMENT WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL, E-MAIL, OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

Southern Patio Enclosures
721 Rohde Rd, # 10A
Kyle, TX 78640

NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE DATE OF TRANSACTION AS SET FORTH ABOVE.

I HEREBY CANCEL THIS TRANSACTION.

Customer's Signature: _____

Date: _____



SCHEDULE A - PRODUCT WARRANTY

Southern Patio Enclosures guarantees the materials and workmanship of its products to be of excellent quality. All materials are carefully selected to withstand most weather elements under normal use in accordance with its respective wind ratings. Southern Patio Enclosures will warrant any manufacturer defect for three years following the purchase of your enclosures. The warranty does not cover claims originated from faulty installations, hail, flood, fire, harmful chemicals and fumes, misuse, abuse, fading, chalking, oxidation, erosion of paint, acts of God, or causes beyond control of the manufacturer. The warranty is for the benefit of the original purchaser and is not transferable.

If you are ever concerned about the construction of your enclosure, please give us a call at 512-782-8787. If an onsite visit is required, there will be a charge for labor.

Hand Roll or Rope & Pulley Manual Patio Enclosures from Southern Patio Enclosures are rated to withstand winds up to 45mph. Motorized Patio Enclosures from Southern Patio Enclosures are rated to withstand winds up to 65mph in their deployed, secured position. **REPEATED EXPOSURE TO HIGHER WINDS IN THE DEPLOYED, SECURED POSITION WILL CAUSE DAMAGE TO THE CURTAINS AND WILL VOID ANY WARRANTY.** Southern Patio Enclosures recommends rolling up the curtains at the end of each use to protect the curtains from higher winds and maximize the life of your curtains. **HOWEVER**, if the temperatures are below 45 degrees Fahrenheit or winds over 15mph are present, we recommend leaving them in their current position to prevent cold cracking and to ensure safe handling.