



Uretek ICR South Texas, LLC

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Sales Contract

Submitted to: Mr. Charlie Espinosa	Date: 4-27-2020
Address: 212 N 12 th Edinburg, Texas 78539	URETEK ICR South Texas' Representative: Pepe Filippone
Attention: Mr. Charlie Espinosa	Job Address: same

BUYBOARD #555-18

URETEK ICR South Texas, LLC ("URETEK ICR") and the individuals or entities designated as Owner(s) below (collectively, the "Owner") enter into this agreement (the "Agreement") and hereby agree as follows:

1. URETEK ICR South Texas will provide all labor, assorted materials, insurance and supervision to:
 - 1) install 14 hydraulically pressed concrete pier pilings in approx. areas shown on drawing provided
 - 2) utilize The URETEK METHOD™ to lift the settled interior patio of the back porch of above located home
 - a. Injections will be made by drilling 5/8" holes. Some holes may be required to be drilled in tiled areas. The holes resulting from the drilling will be sealed with grout (as applicable) upon completion of the work. #400 pounds of material

Owner hereby understands and accepts while care will be taken to protect the items listed below, foundation correction is being completed and all responsibility for and agrees that URETEK ICR South Texas is not responsible for any damage to or resulting from damage to, (1) plumbing, (2) sheetrock, (3) wall covering, (4) carpet, (5) flooring, (6) door and/or window frames, (7) any other rigid material(s) and/or (8) any other damage resulting from URETEK ICR South Texas' work. _____ (Initials)

URETEK ICR South Texas will: 1) install 14 new hydraulically pressed concrete pier pilings in areas (see enclosed drawing for approx. location of piers to be installed) to be used as bases to lift the load bearing beam in the areas installed 2) lift the load bearing beam in the area piers are installed to a satisfactory level 3) utilize the URETEK Method and lift as much as possible and stabilize the interior foundation in the areas described above using #400 pounds of material and as shown on the drawing provided for a cost of:...**Twelve thousand eight hundred dollars and no 100/00** This cost includes all labor and materials for project described above, (400 pounds of patented URETEK ICR injected material) (\$12,800.00)

If permits are required, Inspection Report by certified Inspector requested and an Engineer's stamp and Sign Off sheet(s) are requested add.....\$650.00.

Payment is due upon completion of project.

Payments made by *Credit Card* will require pre-approval of the *Credit Card* to be used and customer agrees that all *Credit Card* charges incurred by URETEK ICR South Texas as a result of the use of the *Credit Card* will be paid by the customer and be included in the total amount charged to the *Credit Card*.

Please Note:

- 1) Our work will require access provided by the customer to 110 volt electrical service.
- 2) While care will be taken to preserve plants, bushes, etc., our work involves correcting concrete foundation settlement issues and we will not guaranty the survival of plants removed and replanted during the process. We have found that grass, plants, bushes, etc., watered significantly 7 days prior to a foundation repair project, have a greater chance of survival.

URETEK ICR South Texas' lifetime transferable warranty for pier pilings has been provided to you in a separate document titled Exterior Piering Warranty and General Notes. The injection work completed by URETEK ICR South Texas has a 1 year guaranty not to resettle due to normal conditions. Normal conditions do not include plumbing leaks, fire, changing the structural integrity of the home by remodeling or acts of God. URETEK ICR material injected by URETEK ICR South Texas has a ten year warranty against deterioration or degrading. This warranty only applies to the initial injection locations. In the event of material deterioration and settlement does occur in an area of initial injection Uretek ICR, upon receipt of written notice, will attempt to adjust the settled area without further cost to Owner if Owner has paid in full all monies previously invoiced by URETEK ICR South Texas. This warranty applies only to initial injected areas originally injected. SUBJECT TO THIS LIMITED WARRANTY, OWNER AGREES THAT THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE BY URETEK ICR CONCERNING THE WORK CONTEMPLATED BY THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, URETEK ICR HEREBY DISCLAIMS, AND OWNER HEREBY WAIVES, ALL IMPLIED WARRANTIES RELATING THE WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, CONDITION, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ADEQUACY OF THE PLANS. ANY IMPLIED WARRANTIES WHICH CANNOT LAWFULLY BE DISCLAIMED ARE LIMITED IN DURATION TO ONE (1) YEAR DURATION FROM THE DATE OF URETEK ICR'S INITIAL-INJECTIONS, NOT WORK COVERED BY CHANGE ORDER OR WARRANTY, TO THE EXTENT PERMITTED BY LAW.

Any disputes arising out of or in any way related to this Agreement or URETEK ICR South Texas' work will be resolved by binding arbitration in Nueces County, Texas, as administered by the American Arbitration Association in accordance with the Association's Construction Industry Arbitration Rules using a one-arbitrator panel.

This proposal is void ninety (90) days from April 27,2020 if not accepted.

AGREED:
URETEK ICR SOUTH TEXAS, LLC

Pepe Filippone 4-27-2020

Authorized Agent / Date

Customer Signature / Date

Customer Signature / Date