

**MAKING PROPERTY GREAT, LLC (“MPG”)
CUSTOMER TERMS AND CONDITIONS OF SALE**

The following are the standard terms and conditions (“Terms”) applicable to a customer (“Customer”) purchase from MPG under an accepted estimate or proposal (“Estimate/Proposal”) provided by MPG:

1. **Application of Terms and Conditions.** These Terms apply to all purchases by a Customer from MPG of goods or services contained in an Estimate/Proposal issued by MPG which has been accepted by Customer. By approving an Estimate/Proposal from MPG for goods or services, Customer acknowledges review of these Terms which are applicable to the transaction described in the Estimate/Proposal and are incorporated into the Estimate/Proposal.
2. **Controlling Effect.** These Terms supersede and control over any contrary or similar terms contained in any document provided by Customer unless written exception is made by MPG.
3. **Performance by MPG.** MPG agrees to provide Customer with the goods and to perform for the Customer the services, as applicable, in accordance with the Estimate/Proposal.
4. **Prices for Goods and Services.** The prices for goods and/or services provided by MPG for Customer are as set out in the Estimate/Proposal. Hours worked by MPG or its representatives and employees shall be the obligation of Customer at the time the work is performed at the rates reflected in the Estimate/Proposal.
5. **Delivery Schedule.** The dates for delivery of goods or services by MPG for Customer will be established at the time of acceptance of the Estimate/Proposal based on current material availability and weather conditions.
6. **Effectiveness of Issued Estimate/Proposal.** An Estimate/Proposal issued by MPG to Customer is effective for a period of only 30 days from the date of its issue unless accepted by Customer within such period.
7. **Delivered Goods.** Goods delivered to Customer’s project site by or for MPG pursuant to an Estimate/Proposal become the property of Customer at the time of delivery.
8. **Exclusion for Hazardous Materials.** MPG will not move, transport or remove any hazardous materials, including but not limited to containers of unknown substances, explosive materials, and environmental toxins, and such items are specifically excluded from the transaction described in the Estimate/Proposal.
9. **Property Disposal.** To the extent the Estimate/Proposal requires removal or disposal of property from Customer’s project site, MPG is authorized to remove and dispose of such property without compensating Customer or any other party for property removed or disposed.
10. **Limited Warranty.** MPG warrants that the goods and services provided by it will be free from defects in the goods as delivered and the workmanship as provided by MPG to Customer for a period of 90 days from date of delivery.

11. **Disclaimer of Other Warranties.** Except for the Limited Warranty described above, MPG disclaims any and all other warranties of any kind, implied or express, including warranties of merchantability or fitness for a particular purpose.
12. **Cancellation by Customer.** Customer may cancel all or part of the provision of goods or services by MPG under an Estimate/Proposal, provided such cancellation is made in writing and delivered to MPG; however, Customer shall remain liable for, and will pay MPG for, all labor expended, materials obtained, and expenses incurred by MPG in complying with the Estimate/Proposal up to the date of receipt by MPG of the written cancellation.
13. **Payment.** Customer agrees to pay MPG for the goods and services provided by MPG under the Estimate/Proposal, plus any applicable taxes (if not included in the Estimate/Proposal) within the time set forth in the Estimate/Proposal to the address set out for MPG in the Estimate/Proposal.
14. **Interest.** At MPG's election, interest will accrue on any unpaid balance owed by Customer after its due date at the rate of eighteen percent (18%) per annum and will be due and payable by Customer in addition to the unpaid balance owed.
15. **Venue.** Venue for any action related to an Estimate/Proposal, the goods or services covered by the Estimate/Proposal, and payment for the goods and services shall be in either the County where the goods or services are provided to Customer or in the County of Customer's domicile or residence.
16. **Applicable Law.** Texas law shall be applicable to any transaction under an Estimate/Proposal and these Terms.
17. **Severability.** If any covenant or provision contained in these Terms is determined to be invalid, illegal, or incapable of being enforced in full or in part, it will not be deemed to affect or impair the validity of any other covenant or provision of the Terms. If any covenant or provision of these Terms is determined to be invalid, illegal, or incapable of being enforced in full or in part, the Terms shall be construed as if such covenant or provision had never been contained herein, provided that such provision shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.