ADVANCED DRAINAGE SOLUTIONS

STANDARD DRAINAGE WORK AGREEMENT

& LIMITED WARRANTY

A d/b/a of Advanced Pressure & Gutter Cleaning Inc. | 1051 Hayes Industrial Drive, Marietta, Georgia 30062 | 770-977-6870

This Agreement for Work ("Agreement") is entered into by and between Advanced Drainage Solutions, a d/b/a of Advanced Pressure & Gutter Cleaning Inc., hereinafter referred to as "Advanced," "Contractor," "We," or "Our," and the customer identified on the corresponding estimate or work order, hereinafter referred to as "Customer" or "You."

The Customer desires to have certain improvements made to their property as specified in the accompanying estimate or work order ("Project"), and Advanced agrees to provide the labor, materials, and equipment necessary to perform the contracted work, subject to the terms and conditions contained herein.

By approving the estimate and authorizing the work, the Parties agree to the following:

1. WORK TO BE PERFORMED BY CONTRACTOR

Advanced will provide all labor, materials, and equipment reasonably necessary to accomplish and perform the work described in the approved estimate or work order.

The specific scope of work, materials, quantities, and services to be provided shall be outlined in the corresponding estimate. Any services not expressly identified in the estimate are excluded unless subsequently agreed to in writing by both Parties.

2. SCHEDULING OF WORK

Work shall be scheduled in line with Advanced's existing projects and operational schedule. Scheduling dates are approximate and may be affected by other projects, weather conditions, material availability, and other circumstances outside Our control.

Advanced reserves the right to adjust scheduling as reasonably necessary to accommodate these conditions.

3. CANCELLATION OF WORK

The Parties agree that maintaining an efficient work crew and labor schedule requires reasonable commitment to scheduled projects.

All cancellations must be submitted through confirmed email with at least 72 hours' notice before the scheduled work date.

The Customer may cancel within the final 72 hours before the scheduled work date; however, the Customer agrees to pay a cancellation fee equal to the greater of five percent (5%) of the total project cost or $500.

All proposals remain subject to review by Advanced. Advanced reserves the right, at its sole discretion, to pause, reschedule, reevaluate, or cancel a proposed project for any reason.

4. PRODUCTS USED

In the interest of installing high-quality drainage systems, Advanced shall generally use thick-wall SDR35 PVC piping for drainage systems unless otherwise specified in the estimate.

French drains, where applicable, will be constructed using Schedule 80 perforated PVC pipe specifically intended for French drain applications.

Any deviations from these materials will be identified in the project estimate or otherwise communicated to the Customer.

5. UNDERGROUND UTILITIES

Advanced will arrange for applicable public utilities to be marked before installation begins and will take reasonable precautions when working around existing utilities.

Generally, public utility locating services identify utilities up to the meter. Additional private utilities may exist on the property, including auxiliary gas lines, underground electrical lines, irrigation systems, landscape lighting, septic systems, field lines, and

other privately installed systems.

The Customer is responsible for identifying, marking, or otherwise providing information regarding the existence and location of all private underground utilities before work begins.

Advanced reserves the right to make reasonable changes to the proposed drainage system, including adjustments to pipe routes and drainage structure locations, when necessary to work around existing utilities or other site conditions. Advanced will communicate material changes to the Customer.

In the event of utility damage outside of minor issues, or when repairs are best handled by the appropriate utility provider, Advanced will make reasonable efforts to assist in coordinating timely repairs.

As a courtesy, Advanced may attempt to identify and repair minor issues involving irrigation, low-voltage lighting, and similar systems that arise during installation. However, Advanced does not guarantee that such repairs can be performed as part of the contracted project.

The condition and configuration of existing underground systems cannot always be determined before excavation.

Any additional utility protection or repair arrangements expressly purchased by the Customer shall be governed by the terms of the applicable service or assurance program.

6. PAYMENT – PROCEDURE

Unless otherwise specified in the approved estimate, Advanced does not require an upfront payment. The entire project balance is due upon substantial completion of the contracted work.

Advanced will invoice the Customer, generally by email, and payment shall be made upon substantial completion for all amounts properly due under this Agreement.

Acceptable payment methods include check, cash, credit card (subject to an additional 3% processing charge), or an approved third-party financing arrangement. Any financing arrangement must be established and approved before the project begins.

Definition of Substantial Completion

Substantial completion occurs when the project has reached a stage at which the contracted drainage improvements are sufficiently completed for their intended use.

Minor corrections, adjustments, cosmetic concerns, or incidental touch-ups do not constitute grounds for withholding, delaying, or reducing payment for substantially completed work.

Any remaining adjustments or corrections related to the contracted drainage solution may be documented on a project punch list and addressed as reasonably promptly as possible.

Payment and Warranty Eligibility

Payment in full for all amounts due is required in accordance with this Agreement. Failure to pay amounts due upon substantial completion will result in the suspension or voiding of applicable warranty coverage as provided herein.

Advanced reserves the right to defer non-emergency warranty evaluations, service visits, and other post-installation assistance while an account remains delinquent, subject to applicable law and nonwaivable obligations.

The Customer acknowledges that Advanced is entitled to payment for substantially completed contracted work regardless of whether the Customer has requested, or Advanced has voluntarily agreed to provide, additional cosmetic touch-ups or work outside the original project scope.

If the entire balance is not paid upon substantial completion, a late fee equal to 10% of the total invoice value or $500, whichever is greater, may be applied.

Should Advanced be required to seek legal counsel to collect amounts properly due under this Agreement, the Customer agrees to pay reasonable attorney's fees and collection costs to the extent permitted by applicable law.

7. CONTRACTOR'S INSURANCE

Advanced maintains Workers' Compensation and General Liability Insurance for the protection of the Customer, the Customer's property, and the work crew.

Certificates of insurance may be provided upon request.

8. LIMITED WARRANTY – MECHANICAL DRAINAGE SYSTEM

Advanced warrants the mechanical aspects and workmanship of the drainage system installed by Advanced for a period of five (5) years from the installation completion date, unless otherwise specified in the project estimate.

The mechanical aspects of the system include the installed pipes, connections, and overall system function and flow.

This limited warranty applies exclusively to the mechanical performance and workmanship of the installed drainage system, subject to the conditions and exclusions contained in this Agreement.

IMPORTANT – LIMITATION OF COSMETIC AND LANDSCAPING RESPONSIBILITY

The warranty provided by Advanced is strictly limited to the mechanical performance and workmanship of the installed drainage system. It does not constitute a warranty or guarantee of landscaping, cosmetic appearance, lawn condition, vegetation establishment, or restoration of the property to its exact pre-installation condition.

Ground disturbance, soil displacement, settling, changes in soil composition or compaction, variations in surface appearance, and other cosmetic conditions associated with drainage installation are not covered under this warranty.

Advanced makes no guarantee that disturbed areas will maintain their original appearance or that existing grass, sod, vegetation, or landscaping will recover or continue to grow following installation.

The warranty does not cover:

- Damage caused by abuse, misuse, or mishandling of the installed system.
- Maintenance items described in this Agreement.
- Components or systems dependent upon other systems not installed by Advanced.
- Cosmetic conditions, landscaping, ground disturbance, or vegetation concerns as described in this Agreement.
- Modifications or repairs to the drainage system performed by parties other than Advanced, which may void the warranty at Advanced's discretion.
- System backups or reduced flow caused by acts of nature or acts of God, including extreme weather, flooding, hurricanes, or excessive water volumes, when the system otherwise appears to be operating properly.

The warranty is transferable to future homeowners provided written notification is received by Advanced within 45 days of the property's closing date. Transfer fees may apply.

Failure to make payment for all amounts due in accordance with the payment provisions of this Agreement may void applicable warranty coverage, subject to applicable law.

Nothing in this section limits Advanced's responsibility to correct defective drainage installation or mechanical workmanship covered by this limited warranty.

9. LANDSCAPING, GROUND COVER, AND COSMETIC CONDITIONS

9.1 General Landscaping Disclaimer

Drainage installation frequently requires excavation, trenching, digging, movement of soil, removal or displacement of existing vegetation, and disturbance of existing landscaping.

Advanced will make reasonable efforts to work carefully and minimize unnecessary disturbance to the property. However, the Customer understands that some degree of landscaping and ground disturbance is an inherent and unavoidable part of underground drainage installation.

Advanced does not guarantee that the property will be returned to its exact original cosmetic or landscaping condition following completion of the drainage work.

9.2 Surface Restoration and Appearance

Unless specifically identified as a separate, itemized service in the project estimate, professional landscaping restoration, finish grading, lawn renovation, sod replacement, and cosmetic restoration are not included in the drainage installation scope.

Advanced may, at its discretion and as part of its normal installation practices, perform basic surface restoration such as returning excavated soil, replacing salvaged sod, tamping disturbed areas, or applying seed and straw.

These efforts are intended to provide reasonable incidental cleanup or stabilization associated with the installation process. They do not constitute a separate landscaping service or a guarantee of a particular cosmetic result.

Customers acknowledge that the final appearance of disturbed areas may vary depending on existing site conditions, soil composition, moisture, saturation, weather, slope, tree roots, shade, sunlight exposure, existing vegetation, and other environmental or property-specific conditions.

9.3 No Guarantee of Vegetation or Ground-Cover Establishment

Advanced does not guarantee the successful germination, establishment, thickness, uniformity, continued growth, or long-term health of grass, seed, sod, straw, or other vegetation.

Where seed, straw, sod, or other ground-cover materials are provided or installed, their continued health and establishment are the Customer's responsibility.

Environmental and site conditions, including insufficient sunlight, heavy shade, wooded surroundings, soil quality, clay content, excessive moisture, drought, weather conditions, and inadequate irrigation or maintenance, may prevent successful vegetation growth.

Advanced shall not be responsible for repeated seeding, additional sod installation, replacement vegetation, fertilization, irrigation, landscaping maintenance, or other measures required to achieve the Customer's desired lawn or ground-cover appearance.

9.4 Additional Landscaping and Cosmetic Work

Any landscaping, finish grading, sod replacement, lawn renovation, additional seeding, ground-cover installation, or other cosmetic improvements requested beyond the specific services expressly included in the project estimate shall be considered separate work.

The Customer is responsible for arranging and paying for any additional landscaping or cosmetic services desired following completion of the drainage installation. Advanced recommends that Customers consult with a qualified landscaping professional when additional restoration or improvements are desired.

Advanced shall have no obligation to make repeated return visits to address cosmetic concerns, vegetation growth, soil settling, or landscaping conditions that are not related to a covered defect in the mechanical drainage system.

9.5 Separately Contracted Landscaping Services

If a project estimate expressly includes a specific landscaping or ground-cover service, Advanced will perform that service to the extent and within the scope specifically described in the estimate.

The inclusion of such a service does not create a warranty of vegetation establishment, long-term appearance, matching of existing landscaping, or continued plant health, unless expressly agreed to in writing.

This section does not relieve Advanced of its obligation to perform expressly contracted services or correct defective workmanship covered by this Agreement.

10. SPRAY PAINT APPLICATION AND OVERSPRAY DISCLAIMER

As part of certain drainage installations, Advanced may apply spray paint to exposed downspout connectors, drainage fittings, and other visible components to help them blend naturally with the surrounding landscaping.

Earth-tone colors are generally selected for this purpose.

Advanced will make reasonable efforts to prevent overspray and protect surrounding surfaces during the application process. However, the Customer acknowledges that incidental overspray may occur.

Advanced is not responsible for repainting, refinishing, or performing cosmetic touch-ups to surrounding surfaces or property that may be affected by incidental overspray. Any desired repainting or corrective cosmetic work shall be the responsibility of the Customer and should be arranged through the Customer's preferred painting contractor.

CUSTOMER OPT-OUT PROVISION

Customers who do not wish to have spray paint applied to downspout connectors, drainage fittings, or other components must notify their assigned Advanced Drainage Solutions Project Manager before the work is performed.

Upon receiving this notification, Advanced will refrain from applying spray paint to the designated components.

By proceeding with the project without providing such notification, the Customer acknowledges and accepts the use of spray paint as part of Advanced's standard installation practices, subject to the reasonable precautions described above.

Nothing in this section relieves Advanced of responsibility for damage resulting from negligence or other liability that cannot legally be disclaimed.

11. SATURATION OR SOGGY YARD CONCERNS

Advanced's drainage solutions are designed to collect and relocate as much water from problem areas as reasonably possible.

In cases involving soil saturation, the proposed drainage solution may improve conditions without completely eliminating saturation.

This is particularly relevant in low areas where soil relieves hydrostatic pressure from surrounding higher areas, or where springs, wet-weather springs, or temporarily elevated localized water tables fully saturate the ground during periods of wet weather.

General soil conditions, airflow, sunlight conditions, and other environmental factors may also affect ground saturation.

For these reasons, Advanced cannot guarantee that a proposed drainage solution will completely prevent yard saturation or eliminate all soggy-yard conditions.

12. EXPECTED MAINTENANCE

Drainage systems may contain different products and components. Advanced's goal is to install the lowest-maintenance system reasonably available to accomplish the Customer's drainage objectives.

Some systems require little or no maintenance, while others contain products that require periodic attention.

Basic maintenance requirements are the responsibility of the Customer and are not covered by this warranty.

Maintenance items may include, but are not limited to:

- Keeping drain grates, drain boxes, channel drains, atrium grates, and other collection points reasonably clear of debris.
- Periodically cleaning French drains when necessary to keep aggregate reasonably clear of sediment and allow water to enter the system.
- Keeping drain line exits unobstructed.
- Ensuring that covers, vegetation, or debris do not block drainage outlets.

Solid debris may move through these systems from gutters, downspouts, and other collection points. Covers or obstructions placed over drain line exits can trap debris and interfere with proper drainage operation.

Failure to perform required maintenance may affect system performance and warranty coverage.

13. EXTERIOR DRAINAGE CORRECTIONS AND WATER ENTRY

Advanced frequently addresses exterior conditions that, when left unchecked, may contribute to water entry into structures.

Correcting exterior drainage conditions is often the most effective and advisable first line of defense against water entry.

However, it is not possible to provide an absolute warranty against water entry due to the potential presence of other conditions outside Advanced's control.

Examples may include:

- Underground springs.
- Underground water veins associated with stumps, rootstocks, or rock structures.
- Dug-out basements.
- Septic or field line issues.
- Broken or compromised storm drain or water main lines.
- Other unknown or concealed property conditions.

Advanced does not guarantee against water entry into any structure unless specifically noted otherwise in the project estimate.

14. STANDARD CONTRACTOR'S DISCLAIMER

Contractor will not be responsible for the following, except to the extent resulting from Contractor's negligence or other liability that cannot legally be disclaimed:

- (a) Damage to roots and trees resulting from digging beneath the ground.
- (b) Damage to underground and unmarked utilities, drainage systems, field lines, irrigation systems, and other subterranean features that were not properly identified or marked by the utility company or Customer.
- (c) Cracks or breaks to driveways, sidewalks, stonework, asphalt, or other impervious surfaces on or near the property, except where otherwise required by applicable law.
- (d) Landscaping damage during repairs performed by others.
- (e) Damage to landscape lighting systems not properly identified or marked before work begins.
- (f) Damage to furniture or personal items not removed from the work area before commencement of work.

Advanced will make reasonable efforts to protect against these kinds of issues during installation.

15. IRRIGATION SYSTEMS

It is the responsibility of the Customer to notify Advanced of any existing irrigation system and ensure that the locations of irrigation lines have been clearly marked or otherwise identified before installation.

Advanced will take reasonable precautions when working around identified irrigation systems.

Advanced will not be responsible for the cost of repairs made to the Customer's irrigation system by a third-party contractor engaged by the Customer, except where otherwise required by applicable law or where Advanced has expressly agreed in writing to assume such responsibility.

16. LANDSCAPE LIGHTING

It is the responsibility of the Customer to notify Advanced of any existing landscape lighting systems and ensure that the locations of associated wiring and components have been clearly marked or otherwise identified before installation.

Advanced will take reasonable precautions when working around identified landscape lighting systems.

Advanced will not be responsible for the cost of repairs made to the Customer's landscape lighting by a third-party contractor engaged by the Customer, except where otherwise required by applicable law or where Advanced has expressly agreed in writing to assume such responsibility.

17. PERMITTING AND HOA APPROVALS

While most projects do not require permitting, the Customer is responsible for obtaining any necessary permits or approvals from local municipalities, homeowner associations, or other governing entities that may be required for the project.

Advanced is happy to assist by providing supporting documents reasonably necessary to facilitate the approval process.

18. BASIS FOR THESE RECOMMENDATIONS

The recommendations provided by Advanced are based on Our opinions, experience, training, and learned knowledge, and are derived from Our review of the property and the information collected through conversations with the Customer during the proposal and consultation process.

Errors or omissions may occur due to incomplete information, poor communication, lack of communication, concealed site conditions, or other human error.

Advanced therefore makes no guarantees regarding the specific performance of a proposed repair beyond the express Limited Warranty provided in this Agreement.

19. LIMITATION OF LIABILITY

To the extent permitted by applicable law, the Parties agree that Contractor's total liability for claims arising out of or relating to this project shall not exceed the total price of this Agreement.

Nothing in this section limits liability for matters that cannot legally be limited or waived under applicable law.

20. PEER REVIEW

An in-house peer review may be performed for more complex drainage solutions to help ensure that the Customer receives an effective solution.

This process may require an additional on-site visit to evaluate the project.

Any resulting changes to the scope of work or project pricing will be communicated to the Customer in writing before the additional work begins.

21. ORAL STATEMENTS AND MODIFICATIONS

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, concerning the contracted work.

Any revisions or additions to the original scope of work, whether verbal or written, must be documented and approved in writing by both Parties.

Failure to obtain written approval from both Parties will result in this Agreement and the approved estimate remaining the governing documents for the project.

22. SEVERABILITY

If any provision, section, subsection, or portion of this Agreement or Limited Warranty is determined by a court or other authority of competent jurisdiction to be invalid, unlawful, or unenforceable, that determination shall not affect the validity or enforceability of the remaining provisions. The remaining terms shall continue in full force and effect to the fullest extent permitted by applicable law. Any invalid or unenforceable provision shall be interpreted or modified to the minimum extent necessary to make it enforceable, where legally permissible, while preserving the original intent of the Parties as closely as possible.

23. WARRANTY REVISIONS AND UPDATES

Advanced Drainage Solutions reserves the right to revise, update, or modify its Standard Drainage Work Agreement and Limited Warranty from time to time, including changes to warranty terms, conditions, exclusions, procedures, and coverage.

The version of the Agreement and Limited Warranty provided to the Customer and incorporated into the approved estimate shall generally govern the applicable project. Advanced may apply later revisions to previously completed projects only to the extent permitted by applicable law and the terms of the original Agreement, and only where such revisions do not unlawfully impair or eliminate rights or obligations that have already vested.

No revision shall be interpreted to waive or reduce any right or protection that applicable law prohibits Advanced from waiving or limiting. Any revision applicable to a particular project shall be interpreted consistently with applicable law.

CUSTOMER ACKNOWLEDGMENT AND ACCEPTANCE

ADVANCED DRAINAGE SOLUTIONS

STANDARD DRAINAGE WORK AGREEMENT & LIMITED WARRANTY

This Standard Drainage Work Agreement & Limited Warranty is incorporated into and made part of the estimate approved by the Customer for the project identified in that estimate. The Agreement applies to the work described in the approved estimate and supplements the estimate's scope, pricing, and project-specific terms. The current Agreement is made available to the Customer through the URL included in the warranty acceptance line item on the estimate. The Agreement is not required to be attached to the proposal.

ACCEPTANCE THROUGH APPROVAL OF ESTIMATE

The Customer's signature or other documented approval of the estimate constitutes the Customer's acknowledgment that the Customer has been provided access to the Agreement through the URL included in the warranty line item, has had the opportunity to review it, and accepts and agrees to be bound by its terms and conditions. No separate signature or initials on this Agreement are required. The approved estimate, including the warranty acceptance line item and its URL, together with this Agreement, constitute the agreement between Advanced and the Customer.

IMPORTANT CUSTOMER ACKNOWLEDGMENT – LANDSCAPING AND COSMETIC CONDITIONS

The Customer acknowledges and understands that:
1. The primary purpose of the contracted work is installation and improvement of the property's drainage system, not professional landscaping or lawn restoration.
2. Underground drainage installation may result in unavoidable cosmetic changes, soil disturbance, and landscaping disruption.
3. Advanced does not guarantee restoration of the property to its exact pre-installation cosmetic condition.
4. Advanced does not guarantee successful establishment, thickness, uniformity, or continued health of grass, seed, sod, straw, or other vegetation.
5. Additional landscaping, lawn restoration, or cosmetic improvements desired beyond the expressly itemized project scope are the Customer's responsibility.
6. Advanced's five-year limited warranty applies to the mechanical drainage system and covered workmanship, not general cosmetic or landscaping conditions.

These landscaping and cosmetic limitations are material terms of the Agreement and are accepted when the Customer approves the estimate as described above.

SPRAY PAINT ACKNOWLEDGMENT

The Customer acknowledges that Advanced may use earth-tone spray paint on exposed drainage components and that incidental overspray may occur despite reasonable precautions. The Customer understands that desired cosmetic repainting or touch-ups are the Customer's responsibility, subject to applicable law. Customers who do not want spray paint applied must notify their Advanced Project Manager before application. By approving the estimate without providing that notice before application, the Customer acknowledges and accepts this standard practice.

ESTIMATE LINE ITEM TO BE INCLUDED WITH EACH PROPOSAL

Acceptance of Standard Drainage Work Agreement & Limited Warranty

Customer's approval of this estimate confirms that the Customer has been provided access to, has had the opportunity to review, and accepts the Advanced Drainage Solutions Standard Drainage Work Agreement & Limited Warranty, available at the URL provided in this line item. The Agreement is incorporated into and made part of this estimate by reference. Approval of this estimate constitutes acceptance of the Agreement; no separate agreement signature or initials are required.