

STRONG CLIENT GUIDELINES

REMODELING

Remodeling can be a major cause of anxiety for many people, but it doesn't need to be. The keys to a successful project are careful planning, active communication, and realistic expectations as the project unfolds. As with any joint venture, mutual cooperation will ensure quality, efficiency, and success. We would like to provide you with some insight into this process in order to clarify everyone's job and responsibility.

THE JOB SITE SIGN

We will have a Brothers Strong sign in your yard for the duration of the project, mainly to help direct trade contractors and suppliers to the proper address. Of course, we are also proud of our work, and we want your neighbors to know that you have hired the very best!

LOCK BOX

Before we start your project, we will request a key for a lock box. The lock box will be attached to one of your entrance doors so that no one has to worry about your key floating around.

DURING THE COURSE OF CONSTRUCTION

For your safety—and in the interest of efficiency—please keep interruptions during the workday to a minimum. The best time to visit us is in the morning when we are setting up, or when we are cleaning up at the end of the day.

You should expect a great deal of disruption. When you return from work to find the clean and tidy home you are accustomed to is a construction zone, you may understandably feel agitated (even though you have been preparing yourself and your family for this event). Somehow, in all of the excitement over the planning of the project, you never really thought it would be like this.

By selecting Brothers Strong as your contractor, you have chosen to put faith and trust in our abilities to professionally execute the described work. We do not expect or assume blind trust; we are willing to demonstrate that we are worthy of it by being attentive to you, your home, and your family. We go to great lengths to employ only the most professional, courteous, and knowledgeable people in the field. Brothers Strong has built a reputation for providing superior service and quality construction to our clients.

We take pride in our work and will make every effort to assure your satisfaction. But please keep in mind that by its very nature, remodeling is an adventure and that ups and downs are inevitable.

The key to a happy and successful project are careful planning, active communication, and your realistic expectations as the project unfolds.



ABOUT THE CONSTRUCTION PROCESS

Our workday in your home usually starts at 8:00 a.m. and ends at 5:30 or 6:00, although daily clean-up and overnight security measures may take longer. The craftsmen on the project will be using power tools, which create noise and dust. The majority of this disruption will be confined to the work area, and will be protected with barriers of plastic or temporary walls, but it is virtually impossible to isolate all areas from dust migration. We strongly recommend, therefore, that costly rugs, fabrics, and furnishings be removed or covered during the entire project. To have your once secure and stable home environment invaded by strangers with tools and materials can be quite a traumatic experience, but we will make every attempt to minimize the chaos.

CHILDREN AND PETS

Many remodeling efforts are to expand or improve space in a growing household, and we know kids are naturally curious about what is going on. For their safety, please be firm in enforcing a few rules of common sense:

- ◆ Stay clear of the work area at all times during the day.
- ◆ Never touch any power tools or extension cords.
- ◆ Do not climb on ladders, piles of lumber, or equipment.
- ◆ Do no play in dumpster or around trash piles.

DUMPSTERS

A construction dumpster or trailer may be placed on your property during the project to facilitate trash removal. We often combine trash from more than one job since waste hauling is very expensive. If you have been meaning to clean out your garage, attic, or yard, or if you have trash from work not contracted by us, please ask the project manager if an arrangement can be made. Please make your own plans to dispose of items such as furniture, appliances, or recyclables. Do not put food or other household rubbish in our dumpster.

EXTRA MATERIAL

Most items “left over” at the end of a project belong to us. We usually order extra as to not risk running short. Products like nails, screws, caulk, or adhesives are often purchased in bulk. Our price does not reflect time for a carpenter to drive around looking for things when he should be finishing up. Prudent conservation of valuable resources allows us to provide you with the best possible product at the best possible price.

CHANGES COST MORE

This shouldn't be a surprise to anyone. Creative ideas occur to all of us as a project moves into full swing. We see changes as opportunities to get more out of a project by

We will make every attempt to stay away from your dinner hour.

making insightful decisions that might make a dramatic difference. And we always balance cost and value in the decision-making process.

We also try to nail down as many details as we can before a project starts to ensure efficient job flow. Although it is very time-consuming for a carpenter or production manager to discuss possible alternatives with a client, our staff wants to help you get the most out of your home. Sometimes extras are the result of hidden conditions that we could not reasonably expect to predict.

We bid a project to be performed for a set contract price, rather than an “estimate”. And while we pride ourselves on the thoroughness of our pre-proposal investigations, we don’t have x-ray vision!

PROBLEMS

If you are unhappy or upset about something, please let us know right away—if you don’t, we can’t possibly fix things or help you. We are always on call at 281-469-6057.

REFERRALS

If you are happy with our work, please say so. We proudly depend on qualified referrals to keep our company strong. Although we are a professional, innovative remodeling firm, the majority of our business comes to us the old-fashioned way—by word of mouth from the hundreds of satisfied clients we have served. If your friends and neighbors are curious and you want to show them around, please feel free. We’d love to be introduced to them!

We see changes as opportunities to get more out of a project by making insightful decisions that might make a dramatic difference.



LIMITED WARRANTY

As set forth in the "Labor, Material and Services Agreement, "Brothers Strong, Inc. ("Brothers Strong" or "Company") offers the owner named on the accompanying certificate ("Owner") a Limited Five-Year Warranty on the remodeling done at the owner's residence ("Home"). The coverage term of this warranty begins and ends as stated on the certificate.

LIMITED WARRANTY COVERAGE

Brothers Strong warrants that during the warranty period, the remodeling work performed by Brothers Strong for the original Owner as described in the Agreement between the Owner and the Company will be free from defects due to noncompliance with the standards established in the National Association of Home Builders publication "Residential Construction Performance Guidelines For Professional Builders and Remodelers." Consequential Damages are not covered by this Limited Warranty. This warranty is non-transferable.

REMEDY

If a defect occurs in an item which is covered by this Limited Warranty, Brothers Strong will repair, replace or pay the Owner the reasonable cost of repairing or replacing the defect. The choice of repair, replacement or payment is solely that of Brothers Strong. In any case, Brothers Strong's total liability for deficiencies under this Limited Warranty is limited to the contract price of the remodeling work done as stated on the second page of the Contract. Any steps taken by Brothers Strong to correct defects under the Limited Warranty shall not extend the time of this Limited Warranty.

EXCLUSIONS

Failure by the Owner or by anyone other than, not oilier This Limited Warranty shall not extend to or include or be applicable to:

1. Any damage to the extent it is caused or made worse by:
 - a. Negligence, improper maintenance or improper operation by anyone oilier than Brothers Strong, its employees, agents or subcontractors.
 - b. Failure by the Owner or by anyone oilier than Brothers Strong, its employees, agents or subcontractors to comply with the warranty requirements or manufacturers of appliances, fixtures, structural components and items of equipment installed by Brothers Strong as part of the remodeling work.
 - c. Failure by the Owner to give proper notice to Brothers Strong of any defects within a reasonable time.



- d. Changes of the grading of the ground by anyone other than Brothers Strong, its employees, agents or subcontractors.
- e. Changes, alterations or additions made to the remodeling work by anyone other than Brothers Strong, its employees, agents or subcontractors after the Limited Warranty Commencement Date stated on the certificate.
- f. Dampness or condensation due to the failure of Owners to maintain adequate ventilation.
2. Loss or damage that the Owner has not taken timely action to minimize.
3. Any defect in, caused by; resulting from, materials or work supplied by anyone other than Brothers Strong, its employees, agents or subcontractors.
4. Normal wear and tear or normal deterioration.
5. Loss or damage, not otherwise excluded under this Limited Warranty; which does not constitute a defect in the construction of the remodeled portion of the project by Brothers Strong, its employees, agents or subcontractors.
6. Loss or damage caused by or resulting from accidents, windstorm, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, floods, mud slide, earthquake, volcanic eruption, wind driven water and changes in the ground water table which were not reasonably foreseeable.
7. Insect or pest damage.
8. Loss or damage that arises while the home is being used primarily for non-residential purposes.
9. Failure of Brothers Strong to complete the work as a result of client interference or non-payment.
10. Any ice or water damage as a result of ambient freezing temperatures less than 15 degrees below zero Fahrenheit.
11. Any condition which does not result in actual physical damage to the remodeled portion of the Home, including but not limited to: inhabitability or health risk due to the presence or consequence of unacceptable levels of radon gas, formaldehyde, or other pollutants and contaminants; or the presence of hazardous or toxic on-site materials.
12. Bodily injury or damage to personal property.
13. Loss or damage caused by or resulting from abnormal loading on floors by the Owner which exceeds design loads as mandated by codes.
14. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience during repairs.
15. Consequential damages (except where required by state law).
16. Any request for warranty performance or insurance claim not filed in a manner set forth below under the heading "Warranty Service."

WARRANTY SERVICE

REQUESTS FOR WARRANTY SERVICE

The Owner with a warranty request should contact the office of Brothers Strong by phone during normal business hours Monday through Friday; and give the person answering the phone the information regarding the specific warranty request. Unless the requested warranty repair is an emergency; a "Warranty Repair Service Request" form will be mailed immediately to the Owner. This short form must be filled out completely; signed and returned to Brothers Strong before Warranty work is scheduled. Requests for warranty work which are received after the warranty period has expired will be treated as a Work Authorization.

RIGHTS OF ACCESS

The Owner must provide Brothers Strong with reasonable workday access to the Home in order to perform the warranty service required under this Limited Warranty. This access includes but is not limited to having the property available for service work between 8 a.m. and 4:30 p.m. Monday through Friday; having the work space cleared of personal belongings, removing pictures and the like from shelves and walls, etc. Failure of the Owner to provide such access will relieve Brothers Strong of its obligation under this Limited Warranty.

DEFINITIONS

Except as otherwise provided, the terms in this Limited Warranty shall have the meanings assigned below:

A. "Appliances, Fixtures and Items of Equipment" -Includes but is not limited to: furnaces, heat pumps, boilers, oil tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, microwave ovens, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, water filtration or softening equipment, bathtubs, whirlpools, toilets, faucets and fittings, lighting fixtures and circuit breakers.

B. "Home" -A single family attached or detached structure as named in this Limited Warranty under "address" on the Warranty Certificate.

C. "Brothers Strong" or "Company" -Brothers Strong, Inc., 12315 Ann Lane, Houston, Texas 77064, a Texas corporation.

D. "Owner" -The person (or persons) who owns the Home and contracted with Brothers Strong to perform the remodeling work in the Labor, Material and services Agreement.

E. "Performance Standards" -The locally acceptable building codes, state codes, locally accepted building practices and performance standards and the "Residential Construction Performance Guidelines for Professional Builders and Remodelers" by the National Association of Home Builders Remodelers Council.

E "Systems" -Exclusive of appliances, fixtures and items of equipment, include the following:

- a. "Plumbing System" -Gas supply lines and fittings, water supply; waste and vent pipes and their fittings, septic tanks and their drain field; water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system.
- b. "Electrical System" -All wiring, electrical boxes, switches, outlets, and connections to the public utility connections.
- c. "Heating, Cooling and Ventilation Systems" -All duct work, steam, water and refrigerant lines, registers, connector, radiation elements and dampers.

OTHER CONDITIONS

This Limited Warranty is independent of the contract between Brothers Strong and the Owner for the remodeling work except for the payment requirements stated therein.

WARRANTY ONLY ON FULL CONTRACT PAYMENT

This Limited Warranty is strictly conditional on Brothers Strong's receipt of full payment for all work done including extras under the remodeling contract. Under no circumstances will Brothers Strong be obligated to perform work under this Limited Warranty without full and final payment.

LIMITED WARRANTY TERM

The coverage term of this Limited Warranty begins upon substantial project completion or receipt of the project draw schedule payment, whichever occurs first and ends exactly 60 months later.

A. Should any provision of this Limited Warranty be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.

B. This Limited Warranty is to be binding on Brothers Strong and the Owner, their heirs, executors, administrators, successors and assigns.

C. This Limited Warranty is to be covered by and construed in accordance with the laws of the State of Texas.

