

ALLIED FOUNDATION SPECIALISTS, INC. CONTRACT FOR SERVICES

A Sample Warranty is attached hereto as Addendum B. THE WARRANTY IS SUBJECT TO THE CONDITIONS AND LIMITATIONS CONTAINED THEREIN. There is no warranty given unless all amounts are paid in full when due and owing. This includes any amounts that may be due and owing under any supplement, addition, or modification of this contract. The lifetime fully transferable warranty shall be null and void under any of the following conditions:

- I. IF THE STRUCTURE SUFFERS FIRE, FLOOD OR STORM DAMAGES TO A SUBSTANTIAL DEGREE WHICH WOULD AFFECT LOADS ON THE FOUNDATION. FLOOD DAMAGE SHALL INCLUDE WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.
- II. IF THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT LOADS ON THE FOUNDATION OR ALTER ACCESS TO LOCATIONS OF ORIGINAL PIER INSTALLATION, WITHOUT PRIOR WRITTEN APPROVAL OF ALLIED.
- III. IF THE FOUNDATION HAS BEEN CONSTRUCTED OF SUBSTANDARD MATERIAL OR IS OF INADEQUATE STRUCTURAL STRENGTH TO PROPERLY TRANSFER THE LOAD IMPOSED BY UNDERPINNING, THERE CAN AND MAY BE AN ADJUSTMENT IN THE CONTRACT PRICE AND/OR WARRANTY, ALLIED WILL NOTIFY OWNER IF THIS CONDITION EXISTS AS SOON AS PRACTICABLE.
- IV. IF THERE IS REPAIR OR WORK DONE TO ANY PIERS ALLIED INSTALLED BY ANYONE OTHER THAN ALLIED.
- V. THERE IS NO WARRANTY FOR ANY PART OF THE FOUNDATION WHERE PIERS HAVE NOT BEEN INSTALLED BY ALLIED.

B. ALLIED DOES NOT WARRANT ANY PART OF THE FOUNDATION NOT ADDRESSED BY ALLIED OR PRESENTS AS NORMAL (LEVEL), OWNER ACCEPTS THOSE PARTS OF THE FOUNDATION AS IS AND ALLIED DOES NOT WARRANT ITS FUTURE VIABILITY. Any adjustment pursuant to warranty will be made to only the area of the repair outlined by this contract at no expense to the owner of the structure so long as all provisions of the agreement are met. There is no warranty on mud pumping/void filling. There is no warranty on tunneling.

C. MOLD, LEAD OR OTHER CONTAMINANTS

Allied and Owner expressly agree that Allied and its employees, officers, directors, shareholders, affiliates, and agents shall not be liable for damages or costs of any type and Owner shall hold harmless and indemnify Allied from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic containment including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any ways as a result of the services provided and work performed.

Allied is not responsible for water intrusion from patched concrete or any portion of the slab. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced. Allied does not seal such patches.

D. CHANGES AND CHANGE ORDERS

Allied may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the scope of work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require Owner and Allied to first sign a written Change Order that will become part of this agreement. Any Change Order must be clear in Scope and specify any additional payment that may be required. Following discovery of previously undisclosed/unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Allied may immediately ask for a Change Order or discontinue installations and terminate this Agreement without further obligations to you. If Owner does not agree to the changes and costs outlined in the Change Order, Allied may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and Warranty shall be void. If an Engineer or third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

E. LIMITS OF LIABILITY

Owner agrees, to the fullest extent permitted by law, that Allied's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Allied on this project. Such claims and causes include, but are not limited to negligence, strict liability, and breach of contract or warranty. Allied shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Allied's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in this agreement. If it is determined that damage was caused by Allied's negligence, Allied's liability is limited to making adequate repairs. Allied shall not be liable for the cost of new replacement or new construction. Both Owner and Allied hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Allied or authorized services provider to this agreement. To the extent Owner's state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION

In the event that Allied and the Owner cannot agree that the settlement has been controlled in the portion of the foundation underpinned by Allied Foundation, the Owner may retain a mutually agreed upon registered professional Engineer of Texas, engaged solely in the private practice of his profession, at the sole expense of the owner to act as mediator to attempt to resolve any disagreement. Notwithstanding any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement and warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties.

This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages from the performance of this agreement. If you have a complaint concerning a construction defect arising from the performance of this agreement and that defect has not been corrected through existing warranty service, you must provide notice regarding the defect to Allied by certified mail, not later than the 60th day before the date you file suit in a court of law. If requested by Allied, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004 of the Texas Property Code.

CANCELLATION

OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO ALLIED BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT.

This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to Harris County as jurisdiction.

Owner also promises to pay court costs and other costs and attorney's fees if this contract is placed in the hands of an attorney to collect or enforce the terms of the contract. Owner will pay Allied these expenses on demand at the place for payment or such a place designated. These expenses will become part of this contract and enforceable as such.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND THAT YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN, THAT THEY ARE SATISFACTORY, AND THAT YOU AUTHORIZE ALLIED TO PERFORM WORK AS SPECIFIED IN THIS AGREEMENT. This agreement contains all the terms and conditions agreed upon by the parties and no other representations, warranties, or agreements expressed or implied, shall vary the terms of this agreement and may not be changed except by an instrument in writing and signed by both parties.

IT IS SO AGREED,

Owner (Printed name): Syed S. Uddin
 Signature: Syed S. Uddin
 Date Signed: 10-01-18

Agent for Allied Foundation Specialists, Inc.

Name: Ali Reza
 Title: _____
 Signature: [Signature]