



EXPERT CONCRETE CARE LLC.

Sealing – Epoxy Coating – Coloring – Crack-filling

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Standard Terms & Conditions

Terms & Conditions

Version 2026.06.07

NOTICE: By signing any proposal, estimate, invoice, work order, electronic document, or by authorizing work to proceed, Customer acknowledges that these Terms & Conditions are incorporated into and form part of the Agreement.

Deposit

A deposit may be required for projects exceeding \$2,000, projects scheduled more than three (3) months in advance, special-order materials, pool installations, or at Contractor's discretion.

Conditions

Customer shall provide reasonable access to the project site, including water and electrical service if required. Unforeseen conditions including rock, groundwater, buried utilities, hidden defects, unsuitable soils, customer-requested changes, or conditions not reasonably visible at the time of quoting may require additional work and cost.

Limited Warranty

Contractor warrants workmanship for one (1) year from substantial completion. This warranty is limited solely to repair or replacement of defective workmanship.

Material warranties, if any, are provided solely by the manufacturer. Warranty obligations apply only after payment in full and after Contractor has been provided reasonable notice and opportunity to inspect and repair.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Concrete Disclaimer

Concrete is a natural product. Variations in color, texture, finish, aggregate exposure, appearance, and shade are normal.

Hairline cracking, crazing, pop-outs, efflorescence, minor discoloration, shrinkage cracking, and natural weathering are not defects and are not covered by warranty. Control joints help manage cracking but do not prevent it. No guarantee is made that concrete will remain crack-free.

Contractor is not responsible for damage resulting from freeze-thaw cycles, deicing salts, chemicals, improper drainage, standing water, settlement, soil movement, misuse, abuse, lack of maintenance, or acts of God.

Pool Installation & Excavation

Excavation and construction activities may uncover rock, groundwater, buried debris, undocumented utilities, unsuitable soils, or other unforeseen conditions requiring additional work and cost.

Pool dimensions, depths, elevations, and capacities are approximate and subject to construction and manufacturer tolerances. Customer is responsible for maintaining proper water levels and water chemistry following installation.

Existing Improvements

Contractor shall not be responsible for cracking, settlement, movement, heaving, drainage changes, discoloration, or failure of existing concrete, pool decks, patios, driveways, sidewalks, retaining walls, landscaping, irrigation systems, underground utilities, structures, or other improvements resulting from excavation, soil disturbance, compaction, vibration, construction activities, groundwater conditions, or existing site conditions.

Repair or replacement of existing improvements is excluded unless specifically included in writing.

Payment & Collection

Payment is due within seven (7) days for residential customers and fifteen (15) days for contractors unless otherwise agreed in writing.

Past due balances may accrue interest at 1.5% per month, compounded monthly. Customer agrees to pay all costs of collection, including attorney fees, collection agency fees, witness fees, court costs, and related expenses. Payments shall be applied first to collection costs, then interest, then principal.

Cancellation

Customer may cancel within five (5) calendar days of signing.

Thereafter, Customer agrees to pay a cancellation charge equal to twenty-five percent (25%) of the contract amount, plus all material, engineering, permitting, design, scheduling, and administrative costs incurred.

Deposits required for projects beginning within five (5) days are non-refundable.

Schedule

All start dates and completion dates are estimates unless specifically guaranteed in writing.

Weather, labor availability, permitting, inspections, material shortages, site conditions, and other circumstances beyond Contractor's control may affect scheduling. Delays resulting from such circumstances shall not constitute breach of contract.

Epoxy Disclaimer

Concrete coatings may be affected by moisture vapor transmission, slab movement, settlement, cracking, expansion, contraction, or substrate conditions beyond Contractor's control.

No warranty is provided against coating failures resulting from such conditions.

Color Disclaimer

Exact color matching is not guaranteed. Variations may occur due to materials, aggregates, weather, curing conditions, application methods, lighting, and existing substrate conditions.

Sealing, Cleaning & Pressure Washing Disclaimer

Cleaning, pressure washing, grinding, and surface preparation may reveal pre-existing defects including scaling, spalling, pop-outs, weak surface paste, freeze-thaw damage, salt damage, improper finishing, excessive water addition, inadequate curing, hidden deterioration, or other latent defects.

Contractor utilizes industry-standard cleaning methods and equipment not exceeding 4,000 PSI. Properly constructed exterior concrete should withstand such cleaning. Cleaning operations may expose existing conditions but shall not be considered the cause of those conditions.

Contractor is not responsible for deterioration, aggregate exposure, scaling, spalling, pitting, flaking, discoloration, or other damage resulting from defective, aged, improperly installed, improperly cured, under-strength, or previously damaged concrete.

Chemical Use Disclaimer

Certain services require the use of chemicals that may affect plants, landscaping, pets, or surrounding surfaces. Customer accepts these risks and is responsible for identifying sensitive areas before work begins.

Safety Data Sheets are available upon request.

Electronic Acceptance

Electronic signatures, emailed approvals, online proposal acceptance, text message approvals, and acceptance through electronic contracting platforms shall have the same force and effect as an original handwritten signature.

These Terms & Conditions may be provided electronically, by hyperlink, or by reference to Contractor's website and are incorporated into any proposal, estimate, invoice, work order, or agreement referencing them.

Limitation of Liability

To the fullest extent permitted by law, Contractor's total liability arising from any claim related to the work shall not exceed the amount paid under the applicable contract.

In no event shall Contractor be liable for indirect, consequential, incidental, special, punitive, emotional distress, loss-of-use, diminution-in-value, or lost-profit damages.

Governing Law

Any dispute arising from this Agreement shall be governed by the laws of the State of Wisconsin. Venue for any legal action shall lie exclusively in Dane County, Wisconsin.

Acceptance

By signing a proposal, estimate, invoice, work order, electronic agreement, or authorizing work to proceed, Customer acknowledges that they have read, understand, and agree to these Terms & Conditions, which constitute the entire agreement between the parties.

Any customer who signs an estimate has read and agreed to all terms and conditions.

