



# TENET, INC'S TERMS AND CONDITIONS

The Estimate, these Terms and Conditions, and any related attachments constitute the entire agreement between you ("client") and Tenet, Inc. ("Tenet") with respect to the transactions contemplated in the Estimate.

## 1. **Definitions and Conditions of this Contract.**

- (a) *Services.* Tenet, Inc. will provide you with the painting services described in the "estimate".
- (b) *Fees.* The cost of the painting services rendered will be based on the initial "estimate" along with all agreed upon changes to the original "estimate".
- (c) *Billing.* Unless otherwise agreed in writing, we generally bill a 30% deposit when the estimate is accepted, we then bill a 40% progress payment when the job is at least 50% complete (only on jobs over \$10,000), and we then bill the remaining amounts due at the completion of the job. Invoices are due and payable within 15 days after receipt. Tenet, Inc. may also send you monthly Statements of Account, which summarize all outstanding amounts.
- (d) *Collection.* You agree to reimburse Tenet, Inc. for any collection costs and attorneys' fees incurred if we need to make efforts to collect payment of our invoices. A LATE PAYMENT CHARGE OF 18% PER YEAR (OR THE MAXIMUM ALLOWABLE RATE, IF LOWER) MAY BE ADDED TO ANY UNPAID INVOICES OVER (15) DAYS PAST DUE.
- (e) *Colors.* The client before commencement of work must choose colors. If, after the job starts, a color change is required, Tenet will charge for time and material expense accrued from any additional color(s).
- (f) *Unforeseen Conditions.* Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.
- (h) *Time Frame.* Delays caused by acts of God are beyond the control of Tenet and do not constitute abandonment of the job. Furthermore, such occurrences are not included in any calculation of time frames for performance and payment.
- (i) *Questions or Disputes.* You should bring questions or disputes concerning our invoices to the attention of the estimator responsible or the office manager within (7) days after receipt of the invoice. Dispute resolution procedures are available thru the Better Business Bureau's mediation/arbitration process.

## 2. **Limited Three -Year Warranty.**

- (a) *For a period of thirty-six months from the date the job is signed off, Tenet warrants against peeling and blistering due to defective workmanship. For the warranty to be effective, the client must:*
  - (1) Pay the full contract price;
  - (2) Complete and return the Limited Warranty Registration Card (please be sure to complete the Job Rating section);
  - (3) Retain a copy of the original contract;
- (b) *Under those conditions, Tenet will:*
  - (1) Perform repairs with no labor charge to the original purchaser.
  - (2) Perform any covered repairs during the summer and fall months so long as Tenet is notified before June 15<sup>th</sup>. In cases where Tenet is notified after June 15<sup>th</sup>, covered repairs will be performed the following summer.
  - (3) Perform any covered repairs to the level of surface preparation specified on the contract.
  - (4) Perform covered repairs only on the specific areas where peeling or blistering has occurred.
- (c) *What you, the consumer, should do to obtain warranty repairs:*
  - (1) Contact Tenet Painting by mail or phone before June 15<sup>th</sup> to have covered repairs performed during that summer.
  - (2) Tenet will arrange an inspection of your property and notify you as soon as the claim is approved.
- (c) *The following is not warranted unless these areas are specifically identified and initialed by an authorized Tenet representative:*
  - \_\_\_ The cost of paint. You should contact the paint manufacturer to obtain information regarding any warranties they may provide.
  - \_\_\_ Any conditions existing at the time the work was completed which a reasonable inspection of work would have revealed. (I.e., areas not painted).
  - \_\_\_ Failure due to moisture damage.
  - \_\_\_ Wooden gutters, painted or stained roofs.



- \_\_\_ Any work where client supplies the paint (unless authorized by Tenet).
- \_\_\_ Varnished and/or Lacquered surfaces.
- \_\_\_ Lap marks.
- \_\_\_ Fading, chalking.
- \_\_\_ Any surface that maintains a horizontal position (decks, railing, stairs, porches, etc.).
- \_\_\_ Galvanized metal.
- \_\_\_ Bleeding knots, rust, or cedar.
- \_\_\_ Mildew, which is strictly an environmental condition.
- \_\_\_ Failure due to settling, structural or design problems with the house.
- \_\_\_ Paint match. We will match the paint as closely as possible; however, repairs performed one to two years later are not likely to match perfectly.
- \_\_\_ Rotten wood, which should be replaced before painting and/or not painted.
- \_\_\_ Peeling of previous paint layers.

3. **No Other Warranty and Disclaimer.**

BEYOND THE FACE HEREOF, TENET MAKES NO EXPRESS OR IMPLIED WARRANTIES. THIS WARRANTY IS APPLICABLE ONLY TO PAINTING SERVICES PROVIDED TO THE ORIGINAL PURCHASER WHO IS IDENTIFIED ON THE PURCHASE ORDER. THE PURCHASER SHALL BE ENTITLED TO NO FURTHER OR ADDITIONAL REMEDIES. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR DAMAGES, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL.

The Warranty set forth herein constitutes the entire warranty and Tenet is not bound by any oral expression or representation made by an agent or party purporting to act for or on behalf of Tenet, or any commitment, arrangement, or representation not expressly specified in this Warranty.

4. **LIEN NOTICE**

- A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.
- B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE THEM FROM US UNTIL 120 DAYS AFTER THE COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE TIMELY NOTICE.

5. **NOTICE OF CANCELLATION**

YOU, THE PURCHASER, MAY CANCEL THIS PURCHASE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS PURCHASE. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Dated: \_\_\_\_\_

TENET, INC.  
7174 Shady Oak Road  
Eden Prairie, MN 55344

CLIENT:

By: \_\_\_\_\_

\_\_\_\_\_



**NOTICE OF CANCELLATION**

**Date of Transaction:** \_\_\_\_\_

**Painting Services**

**IF YOU DO NOT WANT THE GOODS OR SERVICES DESCRIBED ABOVE, YOU MAY CANCEL YOUR PURCHASE BY MAILING OR DELIVERING A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO TENET, INC. AT 7174 SHADY OAK ROAD, EDEN PRAIRIE, MINNESOTA 55344, NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ (third business day after the date of purchase). IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, ANY PROPERTY TRADED IN, AND ANY INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE WRITTEN INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.**

**IF THE SELLER DOES NOT PICK UP THE GOODS WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OR CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THEM WITHOUT ANY FURTHER OBLIGATION.**

**I HEREBY CANCEL THIS TRANSACTION**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Buyer's Signature**