

Restoration/Build Agreement

Thank you, for choosing GenTek Performance LLC for the restoration/build of your automobile. It is our desire that the process of restoring your car will be an enjoyable and satisfying one.

In order to provide guidance for the process of restoring automobiles for our customers, the following policies have been developed to minimize ambiguities during the restoration.

1. **Estimate:** Because of the comprehensive nature of the restoration process, the estimate provided is only a "bare bones" base total of the restoration project after a full classic car inspection has been completed. Many times when work begins, issues arise with previously hidden damage or deterioration, which require unforeseen costs. These additional parts/labor will be noted and communicated with the customer. Parts or additional labor needed that is not included in the original estimate will be added to the weekly invoice. _____**(Buyers Initials)**

2. **Deposit:** An initial deposit of $10,000.00, along with payment in full for all parts included on the initial estimate, is due upon acceptance of the estimate and prior to commencement of the build. The $10,000.00 deposit will be held and credited toward the Customer's final invoice upon completion of the build.

If the Customer requests that the project be placed on hold, fails to make required progressive payments, fails to pay the final balance when due, abandons the project, or otherwise causes the project to be cancelled or terminated, GenTek Performance LLC reserves the right to apply all or any portion of the deposit toward outstanding labor, parts, materials, storage charges, administrative costs, or other amounts owed on the Customer's account. Any remaining balance of the deposit, if applicable, will be handled in accordance with the terms of this agreement. **Buyer's Initials:** _____

3. **Invoicing**: Restoration charges apply to "time and materials". Quality, comprehensive restorations of automobiles take time, and will be expensive. Time spent on projects is documented by time clock. A list of parts and materials used within the billing cycle are included on the invoice.

We invoice every Friday for work performed that week and payment is due on receipt. A text or email invoice will be sent to the customer at the end of day Friday. A payment link for credit card payments will also be sent. Customers may pay by cash, check, credit card or venmo (@ngenery). Additional Parts and material purchased by the shop are due for reimbursement at the end of each billing cycle.

a. **Labor Rates are as follows**: Mechanical/Electrical/Wiring Labor $185/hr, Fabrication/Welding/Metalwork $185/hr, Diagnostics/Troubleshooting $205/hr, Sandblasting $85/hr. Powder coating is by part or lot. Pricelist can be found on website.
b. **Consumable Fees**: An additional 2% of labor billed is added to cover the cost of consumables, which will include such items as misc hardware, bondo, putty, guide coat, cleaning solvents, rags, HazMat costs, etc. These items are impossible to quantify, but are clearly related to the cost of restoration.
c. **Credit Card Processing Fee**: An additional 3% of invoice total is added to cover credit card processing fees, which will be removed if paying cash, check or venmo.
d. **NSF Fees**: $30.00 non-sufficient funds fee will be added on returned checks.
e. **Late Fees**: Weekly invoices that are not paid within 5 days will be charged a 2% late fee of the outstanding balance per week.
f. **Halt in Work**: Invoices past 5 days will constitute a halt in work on the project until the balance is paid.
g. **Non-Payment Cancellation of Project**: Outstanding balances over 30 days will result in cancellation of the project, movement of vehicle to outside storage and will result in daily storage fee of $55.00 per day from date of unpaid invoice until vehicle is picked up. _____**(Buyers Initials)**

4. **Updates**: Weekly progress pictures will be uploaded to the customer portal for review when invoice is sent. At no time are updates not posted a reason for non-payment. Updates can be requested at any time by customer. _____**(Buyers Initials)**

5. **Holds on Work**: In the event of a customer initiated "hold" on work, request must be made in writing and delivered or emailed to GenTek Performance. A $600.00 per month

storage fee will be assessed until customer is ready to begin work again. If the car is completed and left at the shop, after 4 weeks a charge of $400.00/month will be assessed and car will be stored outside. See #7. _____ **(Buyers Initials)**

6. **Rust**: Rust repair on vehicles used as normal transportation will not be guaranteed. _____**(Buyers Initials)**

7. **Storage**: While GenTek Performance will make every effort to keep vehicles inside, due to space limitation this is not always possible. Non-payment / customer initiated holds / Completion non-pickups may result in vehicles being stored outside. Customer will be notified and required to provide a car cover to keep car protected from the elements. It is the customer's responsibility to provide a car cover. GenTek Performance is not responsible for any damage due to weather when car is moved outside. Vehicles stored outside will be locked at all times (if door locks are available on vehicle). _____**(Buyers Initials)**

8. **Work Performed by Other Shops:** GenTek Performance is not responsible for work completed by any other person or shop. Diagnostics/troubleshooting of another person/shops work will be added to the invoice as needed. _____**(Buyers Initials)**

9. **Cancellation**: All cancellation requests must be made in writing and delivered in person to GenTek Performance at 3839 Perkiomen Ave. Reading Pa 19606. Payment for any service work or parts purchased by GenTek Performance prior to receiving the cancellation request are due immediately upon receipt of cancellation request. Vehicle must be picked up during business hours within 72 hours of cancellation. Refusal to sign final invoice does not constitute cancellation of service or reason for non-payment. Return of parts purchased from GenTek Performance are accepted in New-unused condition within 15 days of purchase date with purchase receipt. There will be a 25% restocking fee for any parts that are returned. Custom ordered parts or fabricated parts are not returnable. _____**(Buyers Initials)**

11. **Warranty:** GenTek Performance will warranty all parts and functionality for 6 months after completion and received by buyer, warranty covers bumper to bumper build related items only, damage caused by buyer is not covered and will be at the discretion of GenTek

Performance. Due to the strain racing puts on a vehicle, work performed on cars that will be raced on the track, is not warrantied. _____**(Buyers Initials)**

12. **Tuning:** Dyno tuning requires a signed dyno tuning waiver before vehicle can be tuned.

13. Please be advised when you place your deposit you agree to and understand the terms of this agreement , deposits are not refundable, Payments are non-refundable when deposits are placed you agree to the terms and enter a legal bonding agreement please note agreement is effective immediately receipt will be mailed, e-mailed, or texted for customer copy, customers are to print out and sign this agreement and send to GenTek Performance any work performed the exceeds your deposit will have to be paid in full before car is released, cars will not be released if there is a balance remaining**.** _____ **(Buyers Initials)**

Signed:

_____, Car Owner

Date_____

_____, GenTek Performance

Date_____