

Refund and Return Policy

At **MEMPHIS MAINTENANCE GROUP LLC**, we are committed to ensuring the satisfaction of our clients throughout every stage of the construction process. This Refund and Return Policy outlines the terms and conditions under which refunds, returns, or adjustments may be issued. Please read this policy carefully to understand your rights and responsibilities.

1. General Principles

- 1.1. **Client-Centric Approach:** Our primary goal is to deliver high-quality construction services that meet or exceed client expectations. We strive to address any concerns promptly and fairly.
- 1.2. **Transparency:** All terms related to refunds, returns, or adjustments will be clearly outlined in the contract agreement signed between **MEMPHIS MAINTENANCE GROUP LLC** and the client.
- 1.3. **Compliance:** This policy complies with applicable local, state, and federal laws governing construction contracts and consumer rights.

2. Eligibility for Refunds or Adjustments

2.1. **Project Scope Changes:** If a client requests changes to the project scope after the contract has been signed, any adjustments to the cost, timeline, or deliverables will be documented in a written change order. Refunds or credits may be issued if prepaid funds exceed the revised project cost.

2.2. Cancellation of Services:

- If a client cancels a project before work commences, a refund of any prepaid amounts, minus administrative fees (if applicable), will be issued within 30 business days.
- If a project is canceled after work has begun, refunds will be calculated based on the percentage of work completed, materials purchased, and any non-recoverable costs incurred.

2.3. **Unsatisfactory Workmanship:** If the completed work does not meet the agreed-upon standards outlined in the contract, **MEMPHIS MAINTENANCE GROUP LLC** will rectify the issue at no additional cost. If rectification is not possible, a partial or full refund may be issued at the company's discretion.

3. Guaranteed Maximum Price (GMP) Projects

3.1. **Cost Overruns:** In GMP projects, if the final project cost exceeds the guaranteed maximum price due to unforeseen circumstances, **MEMPHIS MAINTENANCE GROUP LLC** will absorb the additional costs, provided the overrun is not caused by client-requested changes

or delays.

3.2. **Cost Savings:** If the final project cost is below the guaranteed maximum price, the savings will be refunded to the client or applied as a credit toward future services, as agreed in the contract.

4. Design-Build Projects

4.1. **Design Approval:** Once the design phase is approved by the client, any subsequent changes may incur additional costs. Refunds will not be issued for design work already completed unless the design fails to meet the agreed-upon specifications.

4.2. **Construction Phase:** If issues arise during the construction phase due to design flaws, **MEMPHIS MAINTENANCE GROUP LLC** will bear the cost of rectification.

5. Traditional Bid Projects

5.1. **Fixed Pricing:** In traditional bid projects, the agreed-upon price is fixed unless changes are requested by the client or unforeseen circumstances arise (e.g., site conditions, regulatory changes).

5.2. **Refund Eligibility:** Refunds may be issued if prepaid funds exceed the final project cost, or if **MEMPHIS MAINTENANCE GROUP LLC** fails to meet the contractual obligations.

6. Materials and Equipment

6.1. **Defective Materials:** If materials or equipment provided by **MEMPHIS MAINTENANCE GROUP LLC** are found to be defective, we will replace them at no additional cost. If replacement is not possible, a refund for the cost of the materials will be issued.

6.2. **Client-Supplied Materials:** If the client supplies materials that are defective or unsuitable for the project, **MEMPHIS MAINTENANCE GROUP LLC** will not be responsible for replacement costs or delays caused by such materials.

7. Dispute Resolution

7.1. **Mediation:** In the event of a dispute regarding refunds or returns, both parties agree to engage in good-faith mediation before pursuing legal action.

7.2. **Arbitration:** If mediation fails, the dispute will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (or relevant local authority).

8. Limitations of Liability

8.1. **Maximum Liability:** **MEMPHIS MAINTENANCE GROUP LLC's** maximum liability for any claim related to refunds, returns, or adjustments shall not exceed the total amount paid by the client for the specific project in question.

8.2. **Indirect Damages:** **MEMPHIS MAINTENANCE GROUP LLC** shall not be liable for any indirect, incidental, or consequential damages arising from the project, including but not limited to lost profits, delays, or reputational harm.

9. How to Request a Refund or Adjustment

9.1. **Written Request:** All refund or adjustment requests must be submitted in writing to **MEMPHIS MAINTENANCE GROUP LLC**'s customer service department at support@memphis-maintenance.com or 921 TALL SPRUCE LN, COLLIERVILLE, TN, 38103.

9.2. **Documentation:** Clients must provide supporting documentation, including the contract, invoices, and evidence of the issue (e.g., photos, reports).

9.3. **Processing Time:** Refund requests will be processed within 30 business days of receipt. Approved refunds will be issued via the original payment method or as agreed upon.

10. Amendments to This Policy

10.1. **MEMPHIS MAINTENANCE GROUP LLC** reserves the right to amend this Refund and Return Policy at any time. Clients will be notified of any changes via email or through our website.

11. Contact Information

For questions or concerns regarding this policy, please contact us at:

- **Phone:** 863-329-0554
- **Email:** gary@memphis-maintenance.com
- **Address:** 921 TALL SPRUCE LN, COLLIERVILLE, TN, 38103

Thank you for choosing **MEMPHIS MAINTENANCE GROUP LLC**. We value your trust and are committed to delivering exceptional service and results.