BELDON ROOFING & REMODELING CO. – STANDARD CONTRACT TERMS & CONDITIONS

BELDON Roofing Company's ("BELDON") acceptance of this Master Services Agreement is based upon the following terms and conditions, which shall become part of any Contract or Subcontract Agreement negotiated and/or entered into, based upon BELDON's bid. Any Contract or Subcontract Agreement entered into based in whole or in part with BELDON shall include these standard contract terms & conditions, and shall be added to any Master Subcontract Agreement:

1. BELDON does not make any representations that BELDON employs, and BELDON does NOT hold itself out as architects, engineers, and/or designers.
2. BELDON must be provided use of and access to all necessary means of ingress and egress, including all driveways and walks. BELDON will not be responsible for reasonable wear and tear to any surface areas (lawns, landscaping, driveways, walks, etc.) caused by movement of trucks, men, equipment material and debris.
3. BELDON reserves the right to stock materials on the roof prior to starting the job.
4. BELDON will accept a Subcontract with terms no more limiting than those contained in a BELDON approved AIA A401 (2017 Edition), with this proposal listed as an attachment, with no condition precedent pay if paid clause included.
5. Unless otherwise agreed in writing by the parties, all invoices are payable within thirty (30) days of the invoice date. Where Goods are delivered by installments, BELDON may invoice each installment separately and OWNER/CONTRACTOR shall pay such invoices in accordance herewith. Invoices not paid in accordance with terms are subject to interest charges at the rate of one and one-half percent (1.5%) per month, unless prohibited by law, in which event invoices will be subject to interest charges at the maximum legal rate. No dispute arising under the Contract nor delays beyond the reasonable control of BELDON shall interfere with OWNER/CONTRACTOR's prompt payment in full of any invoice. Time and terms of payment are essential hereto, and if any default therein be made by OWNER/CONTRACTOR, or if the financial responsibility of OWNER/CONTRACTOR shall at any time become impaired or unsatisfactory to BELDON, BELDON will have the right to terminate without notice or to defer or discontinue further shipments hereunder until past due payments are made or satisfactory assurance of OWNER/CONTRACTOR's financial responsibility is received by BELDON (without prejudice, however, to any claims or rights which BELDON may have in law or equity hereunder). Such right will continue irrespective of any prior failure on the part of BELDON to exercise such right. If BELDON is required to refer any order to an attorney for collection, OWNER/CONTRACTOR agrees that all costs, attorney fees, and expenses of said collection shall be added to the amount due BELDON from OWNER/CONTRACTOR.
6. Incorporation by reference of the Contract Documents, the prime contract, or any other documents is limited to the technical specifications directly relating to the scope of the work of OWNER/CONTRACTOR. Any references to Contract Documents, the prime contract, or any other documents shall be deemed to refer only to such technical specifications.
7. The Bid excludes any and all structural work, unless specifically outlined above or expressly stated in Bid.
8. Use of Release of Lien forms, which are acceptable to BELDON.
9. All change orders shall be subject to the mutual approval of BELDON and OWNER/CONTRACTOR.
10. BELDON's work being ready prior to starting roofing work, or prior to BELDON leaving the site. BELDON will be entitled to a reimbursement of remobilization costs plus 15% to include equipment rentals, equipment pickup and delivery fees, and crew drive time back to job site. A minimum of $1,500.00 per each return set up if all work is not ready for BELDON to complete, or if BELDON has to demobilize for actions other than BELDON's own cause.
11. No P&P Bond, "OCP" and/or "XCU" separate insurance policy is included but can be furnished for an additional cost. Please note, if a bond is required, our surety will not allow for automatic increases of the penal amount of the bond without consent of the surety.
12. BELDON is entitled to the same insurance coverages from the CONTRACTOR, as requested by the CONTRACTOR of the OWNER.
13. Naming OWNER, CONTRACTOR and/or any other person or entity as additional insureds on BELDON's insurance policies and/or making that coverage primary is intended to apply only to the extent that a negligent act or omission by BELDON causes a claim to be asserted or a loss to be sustained by OWNER/CONTRACTOR. Any additional insured endorsement is not intended and shall not be construed to cause BELDON's insurer to be liable either to defend or to indemnify OWNER/CONTRACTOR for claims against or losses sustained that are not due to the fault of BELDON.
14. OWNER/CONTRACTOR agrees to indemnify and hold BELDON harmless against any claims, damages, or injuries as a result of the presence of any hazardous, toxic or asbestos-containing materials in or on OWNER/CONTRACTOR's building.
15. When any liability is attributable to the joint negligence or fault of any other person or entity (including BELDON), BELDON's duty to indemnify shall be limited to BELDON's allocable share of such joint negligence or fault and shall not apply to liability attributable to any other person, party's or entity's concurrent negligent acts, omissions or strict liability and is specifically limited to only those damages resulting from bodily injury (including death) and/or damage to real or personal property

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to the extent caused by BELDON's negligence or willful misconduct.

16. All testing, pull testing, deck soundness, and the decks ability to function for intended purpose is to be verified by others. Additionally, BELDON excludes verification of the decking meeting any code compliance and/or its ability to work with the specified roofing system. BELDON reserve the right to reject the decking if it is not an acceptable substrate for our work. BELDON does not warrant that specified system would meet FM or UL design requirements.
17. Roofing materials can be extremely volatile and are subject to ignition if static electricity occurs during the roofing and/or re-roofing operation. It is the responsibility of the building owners and/or General Contractors on new construction to ensure the building is properly grounded. Owner and/or General Contractor agree to indemnify and hold BELDON harmless for all damages, losses, claims incurred, resulting from or caused by fires caused by static electricity.
18. Unless specifically stated otherwise, the roofing system installed will not meet any of the following standards, ratings or certifications: UL2218 (hail resistant certification), Factory Mutual (FM) Global wind-uplift pressure resistance, LEED® Certified ENERGY STAR® Rating and/or any other "Green'' related claim. The term or phrase "fully adhered" only refers to and describes the industry standards method of installation of a roof system and shall not imply or infer (and BELDON does not warrant) that the roof system will not experience uplift or blow-off as a result of wind or weather conditions which are beyond BELDON's control.
19. BELDON is not responsible for compliance with FM 4470. BELDON will provide a designed system and it is the responsibility of the designer to confirm the designed system, including specified fasteners, meets the FM 4470 standard. Further, BELDON is not responsible for verifying the deck's steel thickness and/or yield strength.
20. BELDON recommends the use of Coated Glass Facer (CGF) insulation in conjunction with adhered roofing systems. In the event the scope of work requires direct adhesion of a roofing system without the use of a Coated Glass Facer insulation, BELDON disclaims liability for any damage that may occur as a result including, without limitation, facer delamination.
21. BELDON does not guarantee passive venting of this roof system.
22. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by BELDON. The type of metal roofing panels specified can affect the degree of oil-canning. BELDON is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified
23. Any warranty, guarantee or representation as to the workmanship, materials, labor, or equipment is limited to the BELDON's standard warranty and is deemed incorporated as if fully set forth herein, unless an extended warranty is required per the contract documents.
24. OWNER/CONTRACTOR will carry Builder's Risk Insurance to cover the work-in-progress at the Jobsite.
25. Neither BELDON nor OWNER/CONTRACTOR may assign this agreement without the prior written consent of the other party.
26. OWNER/CONTRACTOR agrees to treat this Bid as confidential and will not disclose the existence of this Bid to any of BELDON's competitors. OWNER/CONTRACTOR acknowledges that any breach of this Confidentiality may cause injury to BELDON for which money damages may be an inadequate remedy and that, in addition to remedies at law, BELDON may be entitled to equitable relief as a remedy for such breach.
27. Anti-waiver: No term or provision of BELDON's Bid or any Contract or Subcontract Agreement entered based upon the same shall at any time be claimed by another party to have been waived, modified or varied unless any such waiver, modification or variation is evidenced in writing and signed by the party to be bound. The failure of any party to exercise any right under any such Agreement, or the waiver of any default of the other party, shall not operate as a waiver of said right or as a waiver of successive defaults unless evidenced in writing and signed by the party to be bound. All references in any such Agreement to the continuation of the rights of any party in its favor regardless of such occasional waivers shall apply equally to all parties.
28. Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay or assist the insured person's failure to pay the applicable insurance deductible.
29. All Contract and Subcontract Agreements are subject to BELDON's Terms & Conditions which may be reviewed online at the following:
    www.beldon.com/contractdocuments/12132022.pdf.

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