Terms & Conditions and Warranty

Residential

(Revised: August 18, 2022)

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PRODUCTS

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TERMS & CONDITIONS AND WARRANTY

BELDON ROOFING COMPANY ("BELDON") and Buyer (homeowner, building owner, Buyer's Agent, Buyer, etc.) agree to these Terms & Conditions and Warranty:

SECTION 1: LIMITED STANDARD GENERAL CONDITIONS

1. BELDON shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. BELDON does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design, drainage and code compliance, including a determination as to whether and what type of a vapor or air retarder isneeded

2. BELDON reserves the right to stock materials on roof prior to starting job.

3. BELDON shall be provided direct access to the work site for the passage of trucks and materials anddirect access to the roof. BELDON shallnot be required to begin workuntil underlying areas are ready and acceptable to receive BELDON's work and sufficient areas of roof deck are clear and available and free from water or debris to allow for continuous full operation. The expense of any extra trips by BELDON to and from the job site, which results from the job not being ready for BELDON to start workafter BELDON has been notified to proceed, will be chargedas an additional cost to the job. Further, this Agreement is submitted under the assumption that BELDON will be provided use of and access to driveways and walks and reasonable roof access during business hours. BELDON, unless negligent, will not be responsible for any damage to driveways and walks caused by movement of trucks, men, equipment material and debris.

4. 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, FM Very Severe Hail (VSH) impact-resistance, LEED® Certified ENERGY STAR® Rating, International Green Construction Code (IGCC), 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** (and BELDON does not warrant) that the roof system will not experience uplift or blow-off as a result of wind or weather conditions.

5. BELDON's Agreement is based upon the current industry standards at the time of the submittal/signing of the Proposal and Agreement. Any industry changes after said date will result in a change order to the original contract.

6. Buyer warrants and represents that, whether or not the subject property is in an area specifically covered by a building code, the structure, drives, walks, etc. are built inaccordance with the 2018 International Building Code (or neweror other building code operative for the closest local area, which observes building codes. BELDON accepts no responsibility for any damage resulting from pre-existing structural or other defects in the property at which work is performed under this Agreement. BELDON is not responsible for remedying pre-existing structural defects in Buyer's property. Buyer(s) acknowledges that BELDON's products do not correct or cure structural problems. BELDON shall not be responsible for (a) any damages arising in whole or in part from strikes, fires, accidents, floods, governmental actions, or any other causes beyond control of

BELDON; (b) any incidental, consequential, special, or punitive damages including, without limitation, lost profits or reduction in value of Buyer's property arising from BELDON's delay in performing under this Agreement or due to BELDON's breach of this Agreement; and (c) unintentional damage to window treatments, landscaping, driveways, sidewalks, gas lines, electrical wiring, plumbing, telephone installations, collateral or incidental damage to interior walls and personal property, it being understood that Buyer(s) is responsible at Buyer's cost for all preparations, protection, and/or moving of such items prior to BELDON's commencement of work.

7. Buyer is responsible to ensure compliance with applicable codes and deed restrictions (including home owner association covenants) and to obtain any required approvals, and any fees, penalties, or fines imposed, except for municipal permits which require contractor to obtain.

8. Many structures incorporate 3/8" plywood as the roofing deck. 3/8" plywood is the minimum thickness which will meet building codes and it is subject to sagging between the rafters. BELDON assumes no responsibility for sagging or for aesthetic concerns caused by the use of 3/8" plywood or other roof deck materials.

9. Buyer warrants those structures on which BELDON is to work are in sound condition and capable of withstanding roofing construction, equipment and operations.

10. Buyer or Property Manager represent that they are not presently aware of any hazard or condition in, at or on the building which would endanger the life and safety of BELDON's personnel, that the structure and roof deck of the building is sufficient to support BELDON's personnel and equipment on the roof performing roof removal and replacement operations and they are not presently aware of any areas of deteriorated, rusted or unattached roof decking that present a safety hazard to BELDON's personnel or individuals and property within the building. If Owner or Property Manager deems it necessary, Buyer or Property Manager will retain a structural engineer to evaluate the safety of the structure prior to commencement of re-roofing operations.

11. BELDON is not responsible for existing insulation or deck. Unless this Agreement states specifically otherwise, **fasteners will puncture roof decking** and be visible underneath.

12. BELDON is not responsible for damage to conduit located below the roof deck (A/C, water, electrical, mechanical, plumbing, alarm, etc.). It is Buyer's responsibility to ensure that any conduit installed below the roof deck is installed in compliance with applicable codes. Fasteners will puncture roof decking and hidden conduit below the roof deck could be damaged. BELDON is also not responsible for any consequential damages which may result from damage to conduit located below the roof deck.

13. Buyer shall be solely responsible to first de-activate and/or turn-off any and all sprinkler or fire-retardant system(s) (dry or wet) during BELDON's performance of its work so as to reduce and/or eliminate any and all risks and resulting damage that may occur, if any, if such system(s) go off or are activated as a result of BELDON's work. Buyer agrees to indemnify and hold BELDON harmless from any and all claims, liabilities and damages that may result, in whole or in part, from any and all damages resulting there from.

14. BELDON is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because BELDON started work on a building or performed repair work.

15. Buyer agrees to indemnify and hold BELDON harmless against any claims, damages, or injuries as a result of the presence of any hazardous, toxic, lead or asbestos-containing materials; or any mold, fungus, mycotoxins, spores, or other infestations or contaminations in or on Buyer's building.

16. BELDON's price and this Agreement are based upon BELDON's not coming into contact with asbestos or asbestos-containing or toxic materials at Buyer's building. If asbestos or asbestos-containing or toxic materials are encountered, the contract price and time to complete the contract will be adjusted based upon the additional costs and time resulting from the presence of asbestos or toxic materials in the building.

17. Buyer acknowledges construction can cause a substantial amount of debris and that BELDON will, within reason, clean up and haul away all resulting exterior debris. However, BELDON is not responsible and will not haul off debris within structure.

18. When tearing off old roofs, or installing roofs on new construction in a construction environment, dust and other environmental particulates can settle on top of the newly installed BELDON roof. BELDON will endeavor to keep the new roof as clean as possible, however, the accumulation of dust, dirt, or other particulate matter from the environment on top of a new roof is not cause for rejection.

19. Buyer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris to fall into the interior. Buyer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. BELDON shall not be responsible for disturbance, damage, clean up or loss to interior property that Buyer did not remove or protect prior to commencement of roofing operations.

20. BELDON will use its best efforts to leave the area in which work was performed in a waterproof condition at the end of each day's work. Should leaks occur, during normal weather conditions, in such areas caused by BELDON's workmanship during the course of the work, BELDON agrees to be responsible for any resulting damages to the premises.

21. BELDON will install new flashing at all vent pipes and roof jacks where existing are not suitable for reuse, at Buyer's cost. BELDON to select appropriate material, unless this Agreement includes a manufacturer warranty. BELDON has no obligation to preserve manufacturer's warranty through use of manufacturer's suggested and/or required materials. (NOTE: NO WARRANTY ON ANY REUSED FLASHING; ONLY NEWLY INSTALLED FLASHING IS WARRANTED.)

22. BELDON **will not provide any warranty** on any reused metal flashing or vent bases.

23. Buyer acknowledges that BELDON's ladders, scaffolds, scissor lifts, man lifts, cranes, hoists and other equipment are for BELDON's sole use and Buyer will not use same without the prior expressed written consent of BELDON. Buyer agrees to expressly and unconditionally indemnify BELDON and hold BELDON harmless from any and all claims, liabilities and damages that may result, in whole or in part, from any use of such equipment by Buyer or Buyer's agent, invitees, and/or family members.

24. If existing skylights are re-used, BELDON shall take precautions to handle them with care. However, BELDON shall not be responsible for cracks in the domes of said skylights that may already exist or which may develop during the course of the project. Further, BELDON shall not be responsible for any leakage around these domes or leakage through the skylight frames. BELDON's sole responsibility in regard to such skylights shall be to assure there is no leakage at the juncture between the skylights and the roofing membrane.

25. BELDON will remove and reinstall all existing roof top TV and satellite antennas as specifically stated in this Agreement, if necessary, to reroof. However, BELDON will not be responsible, unless specifically stated in the Agreement, to realign or retune such antennas. BELDON will not be responsible to remove or reinstall any roof area vegetation, walkways, solar panel, HVAC units, or other items affixed to or near the roof work area; and Buyer shall be sure the roof work area is clear of all such items prior to BELDON being obligated to perform its work. Overburden removal (i.e., items resting and/or installed over the roof membrane) will be charged at BELDON's standard time and material rates ("T&M"). Please note any solar panel removal and reinstallation is the responsibility of the Buyer.

26. BELDON is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during roofing operations, including costs of clean-up and replacement of fireproofing.

27. Unless specifically stated in writing, BELDON's scope of work does not include cleaning of, and/or guarding against debris blocking, damming or clogging any gutter, scupper, downspout, and/or roof drain system (collectively "drainage"). Buyer is solely responsible for drainage, including ensuring and guarding against the accumulation of debris, refuse or leaves that may block, dam and/or clog drainage. Buyer is urged to periodically check drainage to clear any debris that may block, dam or clog drainage, especially if rain is forecast or expected. Buyer agrees to indemnify and hold BELDON harmless from any and all claims, liabilities and damages that may result, in whole or in part, from the blockage, damming or clogging of drainage.

28. The roofing material BELDON installs may cause substantial reflectivity and/or deflection of the sun's rays to the structure or even other structures located nearby. Further, Buyer is aware a reflective roof system may likely change, alter or impact the dynamics of the subject building(s); and Buyer, thus, assumes the responsibility to evaluate and make any necessary modifications to the mechanical and/or ventilation systems of the subject building(s) so as to avoid any "sick building" related conditions from developing at the subject building(s). Buyer shall be solely responsible and agrees to indemnify and hold BELDON harmless from any and all claims, liabilities and damages that may result, in whole or in part, from reflectivity, deflection of the sun's rays and the failure of the Buyer to make any necessary modifications to the mechanical and/or ventilation systems of the subject building(s) to as to avoid any "sick building" related conditions from developing.

29. Shingles will be installed per the manufacturer's recommendation. Width of top shingle course may be narrower than other courses depending upon rafter length.

30. If the existing double wall flue or vent flashing does not comply with code, it will be replaced at an additional cost and will be handled by Change Order. The amount will be determined using the mechanical contractor's invoice plus fifteen-percent (15%).

31. In order to comply with the EPA's Renovation, Repair and Painting Rule, BELDON may be required to test small paint samples from within the work area. Buyer authorizes this paint testing to be performed and Buyer agrees to hold BELDON harmless from any damage that might occur as a result of these tests. Further, if home was built prior to 1978, or still meets the equivalent standards, Buyer acknowledges BELDON representative provided them with their RRP2 brochure, also known as EPA's Renovate Right Brochure. Additional information can be found at the following website: https://www.epa.gov.

32. This Agreement excludes any work involving United States Environmental Protection Agency (EPA's) lead Renovating, Repairing, or Painting (RRP) requirements, effective April 22, 2010. This includes the testing as well. If lead is found, or testing is required because an area needs to be disturbed, **this will be handled by change order.**

33. Buyer shall allow BELDON to proceed with its work when BELDON is ready, willing and able to do so; and will not delay, cancel or interrupt BELDON's effort to perform same. In the event Buyer delays, cancels or interrupts BELDON's performance of its work, Buyer agrees to indemnify and hold BELDON harmless from any and all claims, liabilities and damages, including, but not limited to, mobilization and/or de-mobilization costs that may result, in whole or in part, from Buyer's conduct in delaying, cancelling or interrupting BELDON's attempt to perform its work.

34. From time to time, BELDON will need to access homeowner's/Buyer's utilities. BELDON will not reimburse Buyer for such usage.

35. With the consent of the Buyer, any rotten lumber or unsuitable substrate materials that are disclosed as the work progresses and which are not specifically mentioned in this Agreement will be replaced or made suitable and the charge for the labor and materials, pursuant to **Section 5 (Page 24)** will be in addition to the contract price.

36. If there is a dispute over a non-listed unit price, cost for change orders will be calculated using the latest published "Means Building Construction Cost Data Guide(s)" and will include total overhead recovery and profit.

37. BELDON recommends the use of vents and/or increased insulation. If requested, the cost for insulation will be presented under a separate agreement.

38. On structures with a concrete roof deck, BELDON's commencement of roof installation indicates only that BELDON has visually inspected the surface of the roof deck for visible defects. BELDON is not responsible for the structural sufficiency, quality of construction, undulations, fastening or moisture content of the roof deck or other trades' work or design and their effect on the roof and roofing materials.

39. BELDON is not responsible to test or assess the moisture content of the deck or evaluate the likelihood of condensation from moisture drive within the building. BELDON recommends that roofing not commence until probes in concrete decks show moisture content is no greater than seventy-five-percent (75%) relative humidity when there is no organic content within the roofing materials. Wood fiberboard, perlite and organic paper facers on polyisocyanurate insulation will generate mold with relative humidity as low as about 65% - 70%.

40. BELDON does not warrant the atmospheric conditions and/or materials located either: (a) below the roof deck; or (b) in the interior of Buyer's structure, such that condensation, moisture, relative humidity variances or other atmospheric conditions might exist to cause moisture-related damage to BELDON's work or the materials installed by BELDON. Further, the manufacturing and chemical properties of polyisocyanurate insulation and facers are beyond BELDON's control and may likely result in instability, shrinkage and/or de-lamination of such product(s); and BELDON makes no warranties as to the performance of such product(s). Additionally, BELDON specifically excludes all claims made by the manufacturers regarding gypsum or similar products and their ability to perform as described in their literature. Buyer agrees to indemnify and hold BELDON harmless from any and all claims, liabilities and damages that may result, in whole or in part, from any and all such atmospheric, moisture-related conditions and/or performance deficiencies resulting there from.

41. BELDON is not responsible for condensation, moisture migration from the building interior (or other building components), the location or size of roof drains, the adequacy of drainage, or the ponding of water on the roof due to deck or structural conditions.

42. BELDON shall not be liable for claims or damages arising from or related to deficiencies in roof drainage and consequences of water accumulating on the roof. It is the Buyer's responsibility prior to commencement of re- roofing to retain a licensed architect or mechanical engineer to determine and evaluate drainage design and compliance with applicable codes, including potential need for additional drains, scuppers, or overflow drains and it is the Buyer's responsibility to maintain drains so that they are not clogged and function properly. BELDON's work does not include evaluation of existing drainage, proper location or size of roof drains, drainage design, or adequacy of drainage. BELDON is not responsible for ponding and is not a cause for rejection in the end.

43. If the Buyer, Architect, Construction Manager or Contractor intends to retain a consultant or observer to monitor or evaluate BELDON's work during construction, BELDON shall be advised prior to execution of the roofing contract. If the roof monitor has concerns regarding the execution or quality of the work being performed by BELDON, those concerns should be promptly communicated to BELDON so that all such concerns can be discussed and addressed in a timely manner. BELDON shall be provided copies of all daily, weekly, or other reports issued by the roof consultant or monitor as they are prepared and issued.

44. 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.

45. Unpainted metal is not designed to be consistent in appearance. Accordingly, there may be color, sheen and/or pattern variation when using these products. Further, when galvanized metal is cut, the edge will develop a rust coating.

46. Manufacturer samples that may be reviewed or evaluated by the Buyer are **not** exact representations of materials to be used by BELDON and do **not** constitute representations of BELDON, in any way. BELDON does not warrant the features,

characteristics or ingredients of any manufacturer's samples, literature or product. BELDON has not made any independent finding or conclusion concerning the features, characteristics or ingredients of manufacturer's products; and Buyer agrees to indemnify and hold BELDON harmless from any and all claims, liabilities and damages that may result, in whole or in part, from any non-performance or defective performance of manufacturer's material.

47. All roofing materials change colors, fade, and collect dirt over time. Moreover, a white roofing system will not remain white.

48. BELDON does not warrant that identical or even similar replacement product will be available in the future to repair and/or replace initially installed product. Replacement product, especially shingles, tile, metal or other weathered materials, most likely will **not** match initially installed product. BELDON will use reasonable efforts to identify, substitute or replacement product, if needed, to repair or replace initially installed product; but BELDON does not warrant or represent that same will match or even look similar to initially installed product.

49. Single Ply Thermoplastic Roof Systems (PVC, TPO, etc.) are slippery when wet. Care should be taken when accessing the roof.

50. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, width, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

51. BELDON will not be responsible for cracks or damage in ceilings or walls that may develop or for attached pictures or light fixtures that may fall because of working on the roof, unless BELDON has performed negligent acts.

52. Buyer agrees to indemnify and hold BELDON harmless against any and all claims dealing with the dangers of walking on top of the insulation and rafters, unless BELDON has performed negligent acts.

53. Buyer agrees to indemnify and hold BELDON harmless against any and all claims as regards existing and/or new cracks in the rafters, lumber, ceiling, and walls, etc. as BELDON is unable to protect against such. Additionally, BELDON will not be responsible for cracks in ceilings or walls which may develop, or for inadequately attached pictures or light fixtures which may fall because of working in the attic, unless BELDON has performed negligent acts.

54. BELDON is not responsible for moving and/or covering owner's interior contents.

55. Buyer shall first crate, secure and/or keep indoors any and all of Buyer's pets during BELDON'S performance of its work. Buyer shall be **solely** responsible to guard against Buyer's pets accessing the areas in which BELDON is working.

56. Buyer agrees to indemnify and hold BELDON harmless from any and all claims, liabilities and damages that may result, in whole or in part, from the escape, sickness or death of any such pet(s) related to BELDON's use of and/or access to Buyer's property. Buyer further agrees to indemnify and hold BELDON harmless from any and all claims, liabilities and damages that may result, in whole or in part, from injuries to BELDON's employees resulting from any bite or attack inflicted by Buyer's pet(s).

57. In a situation where BELDON is roofing a building with tenants, Buyer shall notify occupants and tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Buyer agrees to hold BELDON harmless from claims of tenants who were not so notified and did not provide protection.

58. Certain types of roofing that BELDON installs utilize flammable materials in the installation process. BELDON will notify Buyer if this is the case. In these instances, it is the duty of the Buyer to notify all residents/tenants of the home/building that smoking within one-hundred (100) feet of BELDON's staging area and BELDON's work area should be prohibited during the installation timeframe.

59. If some portion of the property where BELDON is to work has been leased (such third party referred to herein as "Tenant"), Buyer agrees to indemnify and hold harmless BELDON for any claims brought by Tenant. Moreover, Buyer acknowledges it is responsible for providing notice to its Tenant concerning the work and ensuring that Tenant is properly prepared.

60. Buyer is aware that roofing products emit fumes, vapors and odors during the application process. Buyer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Some people are more sensitive to these emissions than others. Buyer shall hold BELDON harmless from all claims relating to fumes and odors that are emitted during the normal roofing process.

61. It is the responsibility of the Buyer and/or occupant(s) to ensure that interior connections to gas furnaces, heaters or water heaters are properly connected prior to, during and after the work is performed.

62. If insulation is being installed, BELDON warrants the insulation will be installed in a professional manner, but BELDON does not guarantee the aesthetics and/or final look ofproduct.

63. If HeatBloc Ultra™ is installed, BELDON does not represent that the emissivity will meet and/or exceed manufacturer's literature. Further, the HeatBloc Ultra™ will be installed in a professional manner but BELDON does not guarantee the aesthetics and/or BELDON will not be responsible for any "Faraday Cage" effect of the product.

64. Manufacturer's material warranty on shingles will be furnished at completion of job, if requested by Buyer.

65. Buyer understands that BELDON makes no guarantees that BELDON's Customer Website Portal will be operational at all times.

66. BELDON's sole responsibility in connection with this Agreement is the re-roofing of the structure and other specific work as agreed upon herein. BELDON assumes no responsibility for structural defects of the building, drives, walks, etc. and/or problems, unless such structural defects and/or problems are proximately caused by negligent acts on the part of BELDON.

67. No carpentry, painting, masonry, or any work other than that specified herein is contemplated in this Agreement. No oral commitments for additional work, material or other items have been made by representatives of BELDON. Buyer and BELDON have evaluated the risks and rewards associated with this project, including BELDON's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of BELDON (and its related corporations and employees) to Buyer and third parties granted reliance is limited to the

greater of twenty-five thousand dollars ($25,000.00) or the face value of the applicable proposal and agreement between BELDON and Buyer, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of BELDON's services or the Proposal & Agreement, along with these Terms & Conditions. Upon written request from Buyer, BELDON may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available insurance coverage cause(s) or the theory of liability, including negligence, indemnity or other recovery. This limitation shall not apply to the extent the damage is paid under BELDON's commercial general liabilitypolicy.

68. Purchase Orders: If Buyer issues a purchase order against this Agreement, Buyer acknowledges these Terms & Conditions apply and are hereby incorporated into said Purchase Order. Moreover, any terms contained in Purchase Order are null and void and shall not amend, replace, or supplement this Agreement.

69. This Agreement and these Terms & Conditions shall become a contract under the laws of the state where the work is to be done and will thereby be binding upon both BELDON and the Buyer. Further, this Agreement and these Terms & Conditions shall be the entire agreement between the parties, notwithstanding any previous communications or negotiations, whether oral or written, there being no covenants or agreements, inducements, guarantees, warranties or considerations, other than as set out herein. It is agreed that any changes to this Agreement or these Terms & Conditions must be approved in writing by BELDON at its office address shown in these documents. Buyer expressly and unconditionally agrees and acknowledges that Buyer has not and does not rely, at all, on any oral statement(s), promise(s) and/or representation(s) made by or on behalf of BELDON prior to Buyer entering into the written agreement with BELDON.

70. BELDON wants to ensure that BELDON and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies) are set forth in writing in the Agreement. **IF THERE ARE ANY STATEMENTS, REPRESENTATIONS OR UNDERSTANDINGS WHICH ARE MADE BY A BELDON SALES STAFF PERSON OR ANY OTHER REPRESENTATIVE OF BELDON WHICH ARE MATERIAL TO BUYER'S DECISION TO PURCHASE, BUYER MUST INSIST THAT ANY SUCH STATEMENT, REPRESENTATION OR UNDERSTANDING IS PUT IN WRITING AND CONTAINED IN THE AGREEMENT. BELDON RESERVES THE RIGHT TO REJECT THE AGREEMENT NOTWITHSTANDING THE INCLUSION OF ANY SUCH ITEM IN THE AGREEMENT.**

71. BELDON reserves the right to inquire with third parties as to Buyer's credit and pursuant to applicable law, BELDON reserves the right to cancel this Agreement with Buyer if BELDON, in its sole discretion, is not fully satisfied with such inquiry.

72. On non-residential projects, BELDON shall apply a 3% surcharge on invoices paid with a credit card. Buyer agrees to this surcharge as reasonable and can use other payment methods should he/she wish to avoid the credit card surcharge.

73. The failure of the Buyer to make any payment to BELDON when due shall, in addition to all other rights, constitute a material breach of agreement and shall entitle BELDON to suspend all work and shipments until payment is made. BELDON will present change order for demobilization/remobilization costs if BELDON is forced to stop work because of Buyer's failure to pay or Buyer orders BELDON to stop job for any reason. Buyer must sign a change order prior to remobilization.

74. If the Buyer fails to pay timely any monies due hereunder, said Buyer shall be liable to BELDON for interest thereon at the less

of 1.5% per month or the maximum rate allowed by law, if less, from the date said monies become due, until paid. In the event any monies become due and payable under this Agreement and are collected through probate, bankruptcy or other judicial proceedings by an attorney, or in the event it becomes necessary to employ an attorney to aid in the collection of any monies due BELDON, then the Buyer agrees and promises to pay to or on behalf of BELDON the attorney's fees and litigation expenses incurred by BELDON in connection with the Buyer's failure to make payment when due.

75. All warranties provided by BELDON, shall not be activated or in effect until Buyer timely pays all bills and/or invoices in connection with BELDON's work. In the event Buyer does not pay any and all such bills or invoices until more than thirty (30) days after substantial completion of the work, any and all such warranty(ies) shall **not** be effective, operative or activated unless and until BELDON first inspects the work and determines it to be in a warrantable condition; and Buyer further agrees to first pay the applicable BELDON inspection fee, if any, and all costs to bring such work into warrantable condition.

76. With the exception indicated below, upon substantial completion of BELDON's work under this Agreement, Buyer(s) shall pay BELDON all amounts due under this Agreement without any right of set-off or retention. Substantial completion is defined as the job being materially completed, functional as intended, and a final inspection, permit or occupancy certificate, as the case may be, having been obtained. If after paying all amounts due under this Agreement, Buyer(s) alleges that BELDON's work is defective in any respect, BELDON, without waiving any of its rights, shall cause an inspection of the work and perform any remedial work to the extent Buyer(s) is entitled to under this Agreement or BELDON's warranty at no cost to Buyer. Payment of 95% of the outstanding Balance Owed is due and payable on the day of installation. Buyer may withhold up to 5% (not to exceed $5,000.00) of the outstanding Balance Owed for any punch list items or for materials which need to be ordered from the manufacturer. The withheld sum is due and payable on the date that missing materials are furnished and punch work is completed.

77. At the time BELDON completes its work, the Buyer shall have the opportunity to inspect such work. If the Buyer believes such work is incomplete or unsatisfactory in some manner, the Buyer shall inform BELDON at that time. Otherwise, such work shall be deemed accepted. No formal written acceptance need be issued by the Buyer to constitute acceptance. Final payment or failure by the Buyer to inspect work within five (5) days of completion shall automatically constitute acceptance.

78. It is Buyer's obligation to provide written notice to BELDON of all workmanship or material inconsistencies with this Agreement or standard roofing practice within one-year of substantial completion; otherwise, BELDON will not have responsibility to repair.

79. If BELDON does temporary repair work and either BELDON or Buyer subsequently cancels this Agreement, Buyer shall be liable to BELDON for service charges in connection with such temporary repair work. Furthermore, in the event BELDON does make such temporary repairs, BELDON makes no representations that such repairs will stop leakage, does not provide any warranty for such temporary repairs, and specifically BELDON does not assume, and Buyer waives, liability for any consequential damages or punitive damages, whatsoever.

80. In accordance with the Uniform Commercial Code, each Buyer hereby authorizes BELDON, without notice to Buyer, to prepare and file such financing statements (including continuation statements) or amendments thereof or supplements thereto or other instruments as BELDON may from time to time deem necessary or appropriate in order to perfect and maintain a security interest in the goods provided under this Agreement.

81. Should a residential Buyer seek to cancel job after Buyer's three (3) day Right of Cancellation period has expired, and BELDON agrees to such cancellation, BELDON shall be entitled to a cancellation fee equal to fifteen percent (15%) of the contract price. Commercial Buyers shall also subject to this fifteen-percent (15%) cancellation fee but do not have a three (3) day Right of Cancellation period.

82. If the original form of payment was by a credit/debit card, a credit/debit card refund will be required if a contract is canceled. The bank who issued the Buyer's credit/debit card, and not BELDON, determines when the Buyer will actually receive the credit/debit card refund. The credit card industry provides guidelines that the issuing bank must comply with when issuing a credit/debit card refund. Once the cancellation has been approved, BELDON will initiate a request for a credit/debit card refund. The issuing bank will then withdraw the funds from BELDON's account and then ultimately apply the funds to the Buyer's account. The credit card industry allows the issuing bank up to thirty (30) days to apply the funds to the Buyer's account. BELDON has no control after it makes the original refund request. For further details, Buyer should refer to the issuing bank's terms and conditions for the Buyer's credit/debit card.

83. Buyer acknowledges and agrees that BELDON shall have the right to use photographs of Buyer's property for marketing purposes without paying any compensation to Buyer.

84. The parties mutually agree that with respect to any loss or damage that may occur to the premises, or any improvements thereto, or any other cause that could be insured against under the terms of any insurance policy, the party hereto carrying such insurance and suffering said loss, hereby releases the other from any and all claims with respect to such loss; and the parties further mutually agree that their respective insurance companies shall have no right of subrogation against the other party hereto on account of any such loss.

85. If Buyer is not the record Owner of the subject real property being improved, Buyer agrees to be unconditionally and primarily liable to BELDON for any and all bills, invoices, charges and change orders incurred; and further unconditionally guarantees payment to BELDON for same, without prior presentment to and/or default by Owner.

86. Any and all notices or demands, sent or communicated on behalf of Buyer intended to be delivered to BELDON, shall not be effective unless same are mailed, via certified mail, return receipt requested to BELDON, as follows: BELDON ROOFING COMPANY, P.O. Box 13380, San Antonio, TX 78213. Further, Buyer grants BELDON approval to contact Buyer, via phone and email, for the duration of the warranty, plus 180 days.

87. **Dispute Resolution: BELDON and Buyer(s) agree that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement or BELDON's performance hereunder, including by way of example and not as a limitation the validity of this Agreement or its terms, may, at the option of either BELDON or Buyer(s), be adjudicated by confidential and binding arbitration under one arbitrator in accordance with the Code of Procedure of the Forum in effect at the time the demand for arbitration is made. Notice of the demand for arbitration will be filed with the Forum (www.adrforum.com) by the party asserting the Claim, and the demand will be copied to the other party to this Agreement. If the Forum's rules conflict with this Agreement, this Agreement will control. Participation by any party in the arbitration may take place by telephone or video conference.**

It will be the responsibility of the party asserting the Claim(s) to commence the arbitration proceeding. The parties shall share equally in any applicable filing fees and costs of the arbitration, unless Buyer(s) can reasonably establish to BELDON that Buyer is financially burdened by paying the initial case or filing fees of the arbitration, then BELDON shall be responsible for the initial case or filing fees. The findings of the arbitrator shall be final and binding on all parties to this Agreement, and may include an award or reimbursement of filing fees that have been paid by one party or the other. Other than as required by law or as determined by the arbitrator in accordance with applicable law, each party shall be responsible for its own legal fees.

Buyer agrees that Buyer will assert a Claim only on behalf of Buyer's own self and not on behalf of, or as a member of, a class or group in either an arbitration proceeding, a private attorney general action or in any other forum or action. Notwithstanding any other language in this Agreement, only a court, not an arbitrator, will decide Claims about the validity, enforceability, coverage or scope of this specific paragraph or any part of this paragraph. However, any Claim that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. If a court determines that this specific paragraph is not fully enforceable, the court's determination shall be subject toappeal.

BOTH BELDON AND BUYER(S) ARE HEREBY AGREEING TO CHOOSE ARBITRATION, RATHER THAN LITIGATION OR SOME OTHER MEANS OF DISPUTE RESOLUTION, WITH THE EXPECTATION THAT THIS RESOLUTION PROCESS MAY BE MORE COST-EFFECTIVE AND EXPEDIENT FOR THE PARTIES THAN LITIGATION. THE PARTIES ARE GIVING UP <u>BOTH</u> THEIR CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE DECIDED IN A COURT OF LAW AND THE RIGHT TO HAVE A TRIAL BY JURY, OTHER THAN AS FOLLOWS: (a) Buyer may, in accordance with the rules of any applicable Small Claims court, choose to bring (and must then keep) Buyer's Claim in that Small Claims court and will waive any right to a jury. Second, BELDON can file a lawsuit in court to collect on the monetary obligation represented by this Agreement. Any Claim raised by Buyer in response to such a lawsuit shall stillbe subject to this Section including the arbitration an provisions herein.

88. Unless expressly prohibited by statute, San Antonio, Texas will be the proper place of venue with respect to any Agreement

entered into with BELDON.

89. Any legal action against BELDON alleging a breach of this Agreement or negligence by BELDON must be instituted no later than two (2) years after BELDON performed the roofing installation covered by this Agreement.

90. BELDON shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of war, terrorism, riots, revolutions, pandemics, medical emergencies that have resulted in a local, state or federal state of emergency, Coronavirus or similar viruses or illnesses requiring quarantine, strikes or other factors beyond the reasonable control of BELDON, failure or delay of transportation, shortage of or inability to obtain materials, equipment, and/or labor (each a *"Force Majeure* Event". In the event of a *Force Majeure* Event, BELDON agrees to give notice to Buyer which describes the *Force Majeure* Event and includes a good faith estimate as to the impact of the *Force Majeure* Event upon its responsibilities under this Agreement, including, but not limited to, any scheduling changes.

91. If roofing materials are delivered to Buyer's property, it is the responsibility of the Buyer to protect the materials from theft or damage. BELDON shall not be responsible for loss, damage or delay caused by theft of materials from Buyer's property. In the event of theft or damage to roofing materials, BELDON shall work with Buyer to file a claim with Buyer's insurance company to reimburse Buyer for the loss.

92. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

SECTION 2: LIMITED WARRANTY

(This warranty is not transferable except in accordance with attached Warranty Transfer Policy (*See* SECTION 3))

BELDON ROOFING COMPANY ("BELDON") hereby warrants to the original Buyer, subject to these Terms and Conditions set forth herein, that it will, at no cost to the Buyer, make repairs to correct roof leaks or roof-related leaks which result from defects in workmanship and materials furnished by BELDON, and as stated in this Agreement. (See Agreement for length of warranty):

1. In order to obtain performance of any warranty obligation, the Buyer must first notify BELDON in writing of any repairs required under this Limited Warranty ("Warranty"). BELDON shall make repairs as soon as practical upon notification of reported defects. In order to pursue any claim that BELDON has not honored this Warranty, notification of a leak must be given to BELDON in writing to the mailing address shown on the front page of this document.
2. In the event the Buyer reports leaks which are not covered by this Warranty, BELDON will endeavor to notify the Buyer that the reported leaks are not covered and will endeavor to provide the Buyer with an estimate to perform repair work if the repairs are of the type normally performed by BELDON and, if authorized, proceed with repair work as soon as practical, at Buyer's expense. Further, a service call fee, at the current rates, will be charged by BELDON if BELDON sends out service personnel in response to a call from Buyer reporting a leak, when the source of such leak is found to be other than the roof or outside Warranty Period. In certain circumstances, work will need to be performed. Thus, BELDON's work will be handled per unit pricing listed in Section 5 (Page 24).
3. Repairs made by anyone other than BELDON will void this Warranty unless approved in writing, in advance, by a corporate officer of BELDON.
4. **IF BELDON REUSES EXISTING FLASHING, THERE IS NO WARRANTY ON ANY REUSED FLASHINGS.**
5. Nothing in this Warranty shall render BELDON liable in any respect for any damage to the Buyer's premises or any contents thereof, including the roof decking, fascia and rafters. It is the responsibility of the Buyer to inspect ceilings and overhangs periodically for signs of leakage and to promptly report to BELDON any such leakage. Buyer acknowledges that this Warranty specifically excludes mold, fungus, mycotoxins, spores or other infestations or contaminations ("environmental conditions") caused by moisture, leaks, other water intrusions, or any contaminant. Further, this Warranty specifically excludes responsibility for any and all environmental conditions whether caused by BELDON's express negligence, intentional act, or the negligence of BELDON, its subcontractors, its employees, or agents.
6. BELDON will not be responsible for any leaks or damages caused by (a) lightening, gale force winds, hurricane, tornado, hail, earthquake, and other unusual phenomena of the elements; (b) structural elements of the building, including cracking, unusual movement, settlement, unusual deflection, nails, staples or other fasteners not part of BELDON's installation which have backed out of the roof deck, deterioration and decomposition of the walls, foundation or the roof deck; (c) parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the roofing work unless the leak is caused by faulty installation of accessories which was performed by BELDON or if such accessories were furnished by BELDON; (d) service to or maintenance of any roof top equipment or traffic of any nature on the roof; (e) leakage in air conditioning ducts unless such ducts have been sealed by BELDON; (f) abuse, misuse, accident or negligence by any person other than BELDON; (g) porous stucco or other non-waterproof wall surfaces; (h) varmint or pest damages; (i) roofing related work performed by others.

7. All alterations or additions by others, including but not limited to the installation of solar panels, to the roof surface after completion of installation by BELDON must be approved by BELDON, in writing, and BELDON shall have the right to submit its recommendations for any alterations, additions, new roofing or flashing materials required. Failure of the Buyer to allow BELDON to submit its recommendations or adhere to such recommendations will result in cancellation of this Warranty.

8. Because ponding and standing of water are caused by factors such as inadequate drainage, deflection and insufficient slope which are beyond the control of a roofing contractor, BELDON shall not be responsible for ponding or standing of water on the roof. Unless specifically stated in this Agreement, this Agreement DOES NOT include tapered insulation. However, BELDON does recommend positive drainage.

9. This Warranty is only transferable in accordance with BELDON's Warranty Transfer Policy as shown in SECTION 3 of this document. If property is sold, Buyer must execute transfer documents within ninety (90) days of closing or funding.

10. BELDON shall have no obligation pursuant to this Warranty until all bills for installation, supplies and services in connection with the roofing covered by this Warranty havebeen paid in full.

11. If any implied warranties are provided by law, they are limited in duration, so that they expire at the end of the term of this Warranty or by operation of law, whichever comes first. Some states do not allow limitations on how long an implied warranty may last, so the above limitations may not apply to you.

12. **Turbines, power vents, and other items installed by BELDON above the roofing system will only carry a one (1) year warranty by BELDON.** Any additional warranties will be directly between the Buyer and the item manufacturer. Further, BELDON does not investigate the warranty claims of any manufacturer of products used on any work performed by BELDON. BELDON expressly provides its own limited warranty for all work performed by BELDON and makes no representation, affirmation or promise to Buyer as to the accuracy or value of any claim, warranty, or representation made by any manufacturer, including quality, longevity or aesthetic appeal of any product.

13. BELDON makes no representations or warranties, express or implied, regarding the potential certification, efficiency, savings, tax credits, LEED credit, or any other environmental benefits or financial incentives desiredof the roof system. BELDON shall not be responsible for any defect or deficiency inherent in the green measures selected by Buyer and/or its Owner and Design Professional and shall not be held liable for any delay or failure of the Project to achieve Green Certification or any intended sustainable building practice goals or environmental benefits.

14. BELDON's obligation to make repairs to roof leaks during the term of this Warranty is its sole obligation to the Buyer. This Warranty and this Agreement, along with these Terms & Conditions of which this Warranty is a part, constitute the entire agreement between BELDON and the Buyer, and no other representations or agreements pertaining to the work performed by BELDON have been made. BELDON shall have no obligation with respect to the roof upon the expiration of this Warranty period set forth above which begins on the date of substantial completion of the work as determined by BELDON.
15. Buyer and BELDON have evaluated the risks and rewards associated with this project, including BELDON's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of BELDON (and its related corporations and employees) to Buyer and third parties granted reliance is limited to the greater of twenty-five thousand dollars ($25,000) or the face value of the applicable proposal and agreement between BELDON and Buyer, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of BELDON's services or the Proposal & Agreement, along with these Terms & Conditions. Upon written request from Buyer, BELDON may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available insurance coverage cause(s) or the theory of liability, including negligence, indemnity or other recovery. This limitation shall not apply to the extentthe damage is paid under BELDON's commercial general liability policy.
16. If repair work is performed in conjunction with re-roofing, the Warranty for the repair work shall be as stated in this Agreement and shall not exceed one (1) year from the date of substantial completion. Further, the warranty for such repair work is not transferable.
17. All roofs require periodic inspection and maintenance in order to perform as designed and to provide an effective service life. Periodic inspection and maintenance are also required to keep BELDON's warranties in full force and effect. Prompt and regular maintenance of any such roof should be undertaken; and then only by qualified persons who are familiar with safe roofing practices and roof maintenance standards. All Warranty obligations of BELDON will be null and void if Buyer fails to use reasonable care in inspecting and/or maintaining the roof, during the term of such Warranty(ies). BELDON can provide inspections and/or maintenance, at an additional cost, if so desired.
18. BELDON's Limited Warranty terminates and is null andvoid when property (house or building) is transferred unless warranty is transferred pursuant to BELDON's warranty transfer policy in effect at the time property is transferred. Further, BUYER hereby indemnifies BELDON for any claim brought by a new owner of the property where BELDON's warranty transfer policy was not followed or completed or for any cause of action that would be limited or prohibited by the limitation contained in these terms and conditions.

SECTION 3: WARRANTY TRANSFER POLICY FOR REROOFS & BELDON'S *ROOFEXTEND*™ PROGRAMS

(Applicable to Limited Warranties only; not applicable to roof repair work products.)

Transfer is at the complete, sole discretion of BELDON ROOFING COMPANY ("BELDON"). Further, the Limited Warranty **does not** automatically transfer to subsequent owner(s) of home or commercial building. All procedures set forth in this Warranty Transfer Policy must be followed:

1. Any warranty transfer will be for the remaining time of the original BELDON warranty and will be subject to the terms and conditions set forth in BELDON's Limited Warranty form in effect at the time of such transfer request.
2. Warranty transfer is available for residential or commercial re-roofing or new construction roofing jobs, but **not** for any roofing repair jobs.
3. Warranty transfer is only available if Buyer's account is in good standing.
4. The Warranty is eligible for transfer only one time, *i.e., from the original Buyer of the roof to the **new owner** of the property.*
5. BELDON's workmanship warranty **DOES NOT TRANSFER** to the new owner of the property.
6. **REQUEST TO TRANSFER WARRANTY MUST BE MADE WITHIN NINETY (90) DAYS OF NEW OWNERSHIP IN ORDER TO AVOID REINSTATEMENT FEES**: If request for warranty transfer is not made within the first ninety (90) days of new ownership, but up to three hundred sixty-five (365) days of new ownership, a monthly reinstatement fee of fifty dollars ($50.00) for residential roofs or one-hundred dollars ($100) for commercial roofs (back to the closing date) will apply. This monthly reinstatement fee is exclusive of the evaluation fee and any other costs associated in repairing roofs that have been altered or abused. Roofs that are found to have been altered or abused will need to be repaired, by BELDON, in order to bring roofs back into a warrantable condition. Requests for warranty transfers after one (1) year of new ownership will not be honored.
7. Residential and Commercial warranties are eligible for transfer only after a mandatory BELDON evaluation and performance of necessary repairs by BELDON. To ensure original roof installation has remained unaltered, a BELDON representative will evaluate the condition of the roof to see what maintenance repairs are necessary to bring the roof up to warrantable standards. The roof could have been subject to abuse, new penetrations, abnormal wear and tear, etc. If any such problems exist, repairs will be made and charged for at BELDON's current repair rates. At the sole discretion of BELDON, any alleged defects in BELDON's labor and/or material will be repaired at no charge. Following is BELDON's current fee schedule, which is subject to change:
    - Residential Evaluation Fee: $300 within Bexar County
    - Commercial Evaluation Fee: $500 within Bexar County
    - Additional $1.00 per mile outside Bexar County
8. If, after the evaluation, the new owner(s) elects not to have the warranty transferred, the evaluation fee will not be refunded and the Warranty will not be eligible for transfer again, thereby voiding the existing Warranty.
9. All fees are waived if transferred within the first year of original roof installation. (Roofs which have been altered or abused are still subject to necessary maintenance repairs and will be charged for at BELDON's current repair rates.)
10. Any transfer is contingent upon the new owner(s) first executing and delivering to BELDON an Acknowledgment of Limited Rights & Remedies and all additional warranty transfer documents.

SECTION 4: Unit Pricing
(Page 21)

SECTION 5: Lead-Safe Work Practices – RRP3
(This section applies to all projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978.)
(Page 22)

SECTION 4: UNIT PRICING

(Subject to signed Change Order. All unit pricing is for standard (non-specialty) work and is subject to applicable sales taxes. If there is a dispute over a non- listed unit price, cost for change orders will be calculated using the latest published "Means Building Construction Cost Data Guide(s)" and will include total overhead recovery and profit.)

For current Unit Pricing, please visit: https://www.beldon.com/contractdocuments/unitpricing.pdf

SECTION 5: LEAD-SAFE WORK PRACTICES - QUALIFICATION FORM

(BELDON's Form RRP 3)

EXEMPT

- POST 1977 HOUSING– House on which work will be performed was constructed after 1977 and the proof of age has been verified through a third-party.
- PAINT FREE SURFACE – Contractor's representative has personally examined the area where work and any demolition is to be performed and determined that no painted surfaces will be disturbed in the process.
- ZERO BEDROOM DWELLING – The property where work is being performed is a dormitory, studio apartment or similar structure.
- MINOR REPAIR & MAINTENANCE – Contractor's representative has personally examined the area where work is being performed and/or where the work area will be disturbed and determined that ALL the following are true and correct:
    - **UNDER** six (6) square feet (SF) (for interior renovation) and/or twenty (20) SF (for exterior renovation) of painted surface area will be disturbed.
    - **NO** demolition of painted surfaces.
    - **NO** prohibited work practices will be performed (i.e., no open flame burning or torching of painted surfaces; no high-speed sanding or grinding; no abrasive blasting, sand blasting or other prohibited operations).

NON-EXEMPT

- Housing does not meet qualifications for being EXEMPT
    - Pre-1978 Housing or unable to verify age of housing
    - More than six (6) square feet (SF) (for interior renovation) and/or twenty (20) SF (for exterior renovation) of painted surface area will be disturbed.

Thanks You
For Your Trust In Us.