Terms & Conditions and Warranty

(Revised: May 24, 2023)

BELDON ROOFING COMPANY
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PRODUCTS

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TERMS & CONDITIONS AND WARRANTY
SECTION 1: LIMITED STANDARD GENERAL CONDITIONS

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

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 vapor or air retarder isneeded

2. BELDON reserves the right to stock materials on the roofprior to starting thejob.

3. BELDON shall be provided direct access to the work site for the passage of trucks and materials anddirect access to the roof. BELDON shall not be required to begin work until underlying areas are ready and acceptable to receive BELDON's work and sufficient areas of the 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 the 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 in accordance 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 the control of BELDON; (b) any incidental, consequential, special, or punitive damages including, without limitation, lost profits or reduction in the 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 is 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 homeowner association covenants) and to obtain any required approvals, and any fees, penalties, or fines imposed, except for municipal permits which require the contractor to obtain.

8. Many structures incorporate 3/8" plywood as the roofing deck. 3/8" plywood is the minimum thickness that 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 the 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 the 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 any conduit located below the roof deck.

13. In the event that BELDON encounters water-damaged OSB sheathing or OSB that has a moisture content in excess of normal tolerances, BELDON, in its sole discretion, may replace the OSB with either new OSB or plywood. Buyer agrees to pay for the cost of any such replacement at the time and materials basis identified in the contract.

14. 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 of such system(s) go off or is 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 therefrom.

15. 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.

16. 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.

17. 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 on the additional costs and time resulting from the presence of asbestos or toxic materials in the building.

18. BELDON'S price and this Agreement are based upon BELDON not being required to use a third-party construction portal (e.g., PlanGrid, Procore, Viewpoint, etc.). Should BELDON be required to use a third-party construction portal, the price will be added to the contract price via a Change Order which Buyer agrees to reimburse BELDON for any such cost.

19. 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 the structure.

20. 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 a cause for rejection.

21. Buyer acknowledges that re-roofing of an existing building may cause a disturbance, dust, and 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 the disturbance, damage, clean up, or loss to interior property that Buyer did not remove or protect prior to the commencement of roofing operations.

22. 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.

23. 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.)

24. BELDON **will not provide any warranty** on any reused metal flashing or ventbases.

25. 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.

26. 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.

27. BELDON will remove and reinstall all existing rooftop 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.

28. 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.

29. Unless specifically stated in writing, BELDON's scope of work does not include cleaning, 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.

30. 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.

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

32. If the existing double wall flue or vent flashing does not comply with the 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%).

33. 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 the 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.

34. 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.**

35. 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, canceling, or interrupting BELDON's attempt to perform its work.

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

37. 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.

38. If there is a dispute over a non-listed unit price, the 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.

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

40. 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.

41. 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%.

42. 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 therefrom.

43. 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.

44. 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 the commencement of re-roofing to retain a licensed architect or mechanical engineer to determine and evaluate drainage design and compliance with applicable codes, including the 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.

45. 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.

46. 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.

47. 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.

48. Galvanized steel is coated with zinc for corrosion resistance. Under quality standards of the Metal Construction Association Certification program, G90 is the recommended minimum grade of galvanized steel and AZ50 is the recommended minimum grade of Galvalume if it is to be painted. AZ55 is recommended for Galvalume if it is to be mill-finished or have a clear coat. BELDON will follow these recommendations.

49. 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 the 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.

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

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

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

53. In the event the scope of work requires direct adhesion of a single-ply system without the use of a cover board, BELDON disclaims liability for any damage that may occur as a result including, without limitation, facer delamination.

54. 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.

55. 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.

56. 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.

57. 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, 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.

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

59. 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.

60. 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).

61. In a situation where BELDON is roofing a building with tenants, the 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.

62. 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.

63. 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, the Buyer acknowledges it is responsible for providing notice to its Tenant concerning the work and ensuring that Tenant is properly prepared.

64. 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.

65. 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.

66. 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 of the product.

67. If HeatBloc Ultra™ is installed, BELDON does not represent that the emissivity will meet and/or exceed the 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.

68. The manufacturer's material warranty on shingles will be furnished at the completion of the job if requested by the Buyer.

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

70. 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.

71. 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 liability policy.

72. 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 the Purchase Order are null and void and shall not amend, replace, or supplement this Agreement.

73. 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.

74. 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.**

75. 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.

76. 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.

77. 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 a change order for demobilization/remobilization costs if BELDON is forced to stop work because of Buyer's failure to pay or if Buyer orders

BELDON to stop the job for any reason. Buyer must sign a change order prior to remobilization.

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

79. 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 ten (10) 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 warrantablecondition.

80. 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.

81. 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.

82. It is the 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 a responsibility to repair.

83. If BELDON does temporary repair workand 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.

84. 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.

85. Should a residential Buyer seek to cancel the job after the 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 be subject to this fifteen-percent (15%) cancellation fee but do not have a three (3) day Right of Cancellation period.

86. 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 that 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, the Buyer should refer to the issuing bank's terms and conditions for the Buyer's credit/debit card.

87. 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.

88. 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.

89. 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.

90. 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, the Buyer grants BELDON approval to contact the Buyer, via phone and email, for the duration of the warranty, plus 180 days.

91. **<u>DISPUTE RESOLUTION:</u> 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 and any related documents, loans, security instruments, accounts, or notes, including by way of example and not as a limitation: (i) the relationships resulting from this Agreement and the transactions arising as a result thereof; (ii) the terms of this Agreement; or (iii) the validity of this Agreement or the validity or enforceability of this arbitration provision may, at the election of either party, be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing Construction Industry and Consumer Arbitration Rules of the American Arbitration Association ("AAA"), to be held and arbitrated in San Antonio, Bexar County, Texas. Buyer(s) agrees that Buyer(s) will not assert a Claim on behalf of or as a member of, any group or class. 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 to appeal.**

The findings of the arbitrator shall be final and binding on all parties to this Agreement. 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. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount.

This agreement to arbitrate, and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. Any arbitration proceeding brought under this Agreement, and any award, finding, or verdict of or from such proceeding shall remain confidential between the parties and shall not be made public. If elected by a party, BELDON and Buyer(s) agree to arbitrate a Claim, rather than litigate the Claim or pursue some other means of dispute resolution. The parties believe this will allow for a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, 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, and instead are accepting the use of arbitration.

The following provisions regarding discovery shall apply to any arbitration proceeding: (i). Limited Discovery: The parties agree that the scope of discovery in the arbitration shall be limited to the maximum extent permitted by the Texas Arbitration Act and other applicable laws. The arbitrator(s) shall have the authority to regulate and restrict the discovery process to ensure its efficiency and fairness; (ii). Exchange of Information: Each party shall promptly provide relevant documents and information within their possession, custody, or control that are directly related to the Dispute. However, the parties shall not be required to engage in extensive or burdensome discovery procedures, such as depositions, interrogatories, or requests for admission, unless specifically ordered by the arbitrator(s) for good cause shown; (iii). Confidentiality: All documents, testimony, and information disclosed during the arbitration, including any documents exchanged during discovery, shall be treated as confidential and used solely for the purpose of the arbitration. The parties and the arbitrator(s) shall maintain the confidentiality of the proceedings and shall not disclose any information concerning the arbitration to third parties, except as required by law or with the prior written consent of all parties; (iv). Expedited Process: The parties intend for the arbitration process to be conducted in an expeditious and cost-effective manner. The arbitrator(s) shall use their best efforts to render a final decision within 90 days from the date of the commencement of the arbitration. The arbitrator shall agree to these limits prior to accepting the appointment; (v). Waiver of Formal Discovery Rules: The parties expressly waive any rights they may have to discovery procedures available in court proceedings, including but not limited to pretrial discovery conferences, formal requests for the production of documents, and written interrogatories. Depositions shall be limited to a maximum of 2 per party and shall be held within 30 days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. This arbitration clause is severable from the remaining provisions of this Retail Contract and shall survive the termination or expiration of this Contract.

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

93. 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.

94. 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, supply chain issues 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.

95. 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.

96. 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 the 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 that 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 the 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 Warrantyspecifically 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 partof 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 the 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 have been 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 desired of 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 extent the 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 and void when property (house or building) is transferred unless the 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.)

The transfer is at the complete, sole discretion of BELDON ROOFING COMPANY ("BELDON"). Further, the Limited Warranty does not automatically transfer to the subsequent owner(s) of the 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 a 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 with 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 the 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.

ROOFEXTEND™, 12-MONTH LIMITED WARRANTY – ALL ROOF SURFACES, UNIT PRICING, LEAD INFORMATION & MISCELLANEOUS

SECTION 4: RoofExtend™ Limited Conditions & Warranty

(If you purchased a Commercial Roof RoofExtend™ program, this document applies to your RoofExtend™ program.)

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SECTION 5: 12-Month Limited Warranty All Roof Surfaces

(Page 22)

SECTION 6: Unit Pricing

(Page 24)

SECTION 7: 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.)

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SECTION 4: BELDON *ROOFEXTEND™*

LIMITED CONDITIONS & WARRANTY (COMMERCIAL ROOFING ONLY)

A. Buyer's Individualized RoofExtend™ Prevention and Maintenance Plan Includes the Following:

1. Receive **priority** service as it relates to leak calls at the job address specified in the Agreement.
2. Provide visual inspection during any **RoofExtend™** site visit.
3. Provide written proposals for recommended repairs observed during the **RoofExtend™** inspection.
4. Inspect the roofing system two (2) times per year (bi-annual) as recommended by the manufacturer to maintain the roof warranty, if applicable.
5. Such **RoofExtend™** roof inspections will cover ancillary items which would normally affect roofing performance and longevity including flashings, roofing accessories, equipment, ducts; and,
   a. Provide a Field Observation Checklist (Inspection Report) to BUYER or BUYER'S representative and/or property manager at the completion of such observation; and
   b. Provide annual budgets, when requested; and,
   c. Steep slope roofs require inspections via a drone to ensure the safety of BELDON TEAM members.
6. Perform "Light" Preventative Maintenance with up to six (6) tubes of sealant per day/visit. As required, we will re-caulk open metal flashing, re-seal suspect mechanical and perimeter base flashing openings, and fasten drain clamps and vent pipe rings.
7. Remove small debris which fits within a single 55-gallon trash bag, per day/visit and/or clear roof surfaces roof drains, scuppers, and other drainage discharge points.

B. The Following Are NOT Included in the RoofExtend™ Plan, But May Be Purchased by Buyer Separately:

1. Annual drone inspection of the steep roof (non-infrared).
2. Annual drone inspection of the steep roof (infrared).
3. Repairs beyond Light Preventive Maintenance (Section A(6) above).

C. Buyer Agrees to the Following:

1. Provide to BELDON any reasonably accessible information relating to the original construction and any previous repair(s), maintenance or replacement of the roof.
2. Provide to BELDON, by email or written communication, the necessary data to develop a list of properties (and Owners of such) to be included in the BELDON **RoofExtend™** Agreement.
3. Promptly notify BELDON, by email or written communication, of any known or suspected leaks through the roof and cooperate in assembling information useful in determining the cause of the leaks.
4. Notify BELDON, by email or written communication, of any planned changes or additions to the roof, flashing, roofing accessories, equipment placed thereon, or changes in the occupancy or activity within the building. Incorporate details suggested by BELDON to improve roof performance where changes or additions are to be made.
5. BUYER to provide access and set up per BELDON's needs.
6. BUYER acknowledges that the **RoofExtend™** Terms & Conditions incorporate herein BELDON's Terms & Conditions, which may be found at www.beldon.com/contractdocuments/12132022.pdf.

7. **RoofExtend™** Agreement shall annually renew at the then current **RoofExtend™** investment and with the then current applicable **RoofExtend™** Terms & Conditions, plus a 3% annual investment increase, unless written notice of termination is received, at least thirty (30) days prior to expiration to BELDON, at P.O. Box 13380, San Antonio, TX 78213.
8. The BELDON **RoofExtend™** Agreement does not include the costs associated with replacing any wet insulation and/or decking of any kind. Further, BELDON is not responsible for any subsurface (below roof membrane) item.
9. This maintenance and service contract does not include an evaluation for code compliance or adequacy of existing roof drainage. If roof drains or scuppers are clogged at the time BELDON performs its maintenance inspection and work, BELDON will unclog the drains at that time. BELDON is not responsible if and when drains become clogged at other times. BUYER should regularly inspect roof drains to see that flow through drains is not impeded. 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. BUYER should retain an Architect, Mechanical Engineer or other design professional to evaluate and determine proper drainage design and compliance with applicable plumbing codes, including secondary drainage. BELDON's work does not include evaluation of drainage, proper location or size of roof drains, or code compliance. It is BUYER's responsibility to maintain drains so that they are not clogged and function properly. BELDON is not responsible for ponding, standing or accumulation of water on the roof.
10. In order to obtain performance of any BELDON **RoofExtend™** obligation, BUYER must first notify BELDON of any repairs required. BELDON shall make repairs as soon as practical upon notification of reported leaks. In order to pursue any claim, notification of a leak must be given to BELDON in writing at the address shown in the Proposal & Agreement. In the event BUYER reports leaks that are not covered by this Agreement, BELDON will endeavor to notify BUYER that the reported leaks are not covered and will endeavor to provide 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 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 leaks is found to be other than the roof.
11. BELDON's obligations to make repairs are its sole obligation to BUYER. The BELDON **RoofExtend™** Agreement, the **RoofExtend™** Conditions and these Terms & Conditions constitute the entire Agreement between BELDON and BUYER and no other representations or Agreement pertaining to the work performed by BELDON has been made. BELDON shall have no obligation, with respect to the roof upon the expiration of the BELDON *RoofExtend*™ Agreement.
12. BUYER agrees that this BELDON *RoofExtend* Agreement covers standard materials found at local distribution. BELDON will be compensated at total cost (including applicable sales taxes & freight), plus 15% for having to order any "special order" materials. Further, all prefinished metal is also considered "special order."
13. Storm related work (i.e., acts of God) will be charged at BELDON's standard TIME AND MATERIAL rates.
14. BUYER agrees that the scope of this BELDON **RoofExtend™** Agreement is limited to the roof and associated roofing flashings. It does not cover walls, windows, mechanical, ductwork, plumbing, stucco, brick or other exterior building materials. Further, it does not include roofs on eyebrows and/or mansards of less than ten feet (10') in width, unless specifically stated in the **RoofExtend™** Agreement.

SECTION 5: 12-MONTH LIMITED WARRANTY – ALL ROOF SURFACES

LIMITED CONDITIONS & WARRANTY

(COMMERCIAL ROOFING ONLY)

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 that 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. For current Unit Pricing, please visit: https://www.beldon.com/contractdocuments/unitpricing.pdf
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. 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.
5. 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 partof 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.
6. 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.
7. 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.
8. Buyer must maintain an active **RoofExtend™** for the duration of the twelve (12) month warranty.
9. 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 face value of the applicable 12-Month Limited Warranty 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 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 liability policy.

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.

SECTION 6: 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 7: 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.

Thank You
For Your Trust in Us.