Terms & Conditions and Warranty

(Revised: August 24, 2018)

BELDON ROOFING COMPANY
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NON-LIFETIME 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 reserves the right to stock materials on roof prior to starting job.
2. BELDON shall be provided direct access to the work site for the passage of trucks and materials and direct 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 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 work after BELDON has been notified to proceed, will be charged as an additional cost to the job. Further, the Proposal and 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.
3. Unless specifically stated otherwise, the roofing system installed **will not meet** any of the following standards, ratings or certifications: UL2218 (hail resistant certification), Factory Mutual (FM) Global wind-uplift pressure resistance, LEED® Certified ENERGY STAR® Rating, 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.
4. Buyer warrants and represents that, whether or not the subject property is not in an area specifically covered by a building code, the structure, drives, walks, etc. are built in accordance with the 2012 International Building Code or other building code operative for the closest local area, which observes building codes. Accordingly, BELDON assumes no liability for damages caused by its personnel, subcontractors or agents working on or using said structure, drives, walks, or any other property, fixture, improvement ("Improvements") where non-compliance with building codes is a proximate cause of any such damage. Further, BELDON'S personnel are not professional engineers and BELDON makes no representations regarding the structural condition or integrity of the Improvements. Buyer is responsible for obtaining any approvals required by deed restrictions or other subdivision rules (if applicable) prior to installation.
5. 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.
6. BELDON is not responsible for existing insulation or deck. Unless the Proposal and Agreement states specifically otherwise, fasteners will puncture roof decking and be visible underneath.
7. 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.

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 acknowledges construction can cause 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.
10. BELDON will install new flashing at all vent pipes and roof jacks where existing are not suitable for reuse, at customer’s cost. BELDON to select appropriate material, unless the Proposal and 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.)
11. 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.
12. 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.
13. 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.
14. BELDON will remove and reinstall all existing roof top TV and satellite antennas as specifically stated in the Proposal and Agreement, if necessary, to reroof. However, BELDON will not be responsible 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.
15. 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 the Proposal and Agreement will be replaced or made suitable and the charge for the labor and materials, pursuant to Section 8 (page 21) will be in addition to the contract price.
16. Oil canning is a phenomenon of standing seam metal roofs and metal flashings over which BELDON has little control. Oil canning and other aesthetic imperfections will occur and are inherent by design; however, these are not causes for panel rejection. BELDON’S obligation is to endeavor to install metal roofing in a professional and workmanlike manner.

17. 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.
18. All roofing materials change colors, fade, and collect dirt over time. Moreover, a white roofing system will not remain white.
19. 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.
20. Roofing installations may emit unpleasant fumes. BELDON will take precautions to minimize the inconvenience; however, BELDON will not be responsible for relocating the owner and/or tenant.
21. Single Ply Thermoplastic Roof Systems (PVC, TPO, etc.) are slippery when wet. Care should be taken when accessing the roof.
22. BELDON'S sole responsibility in connection with the Proposal and 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.
23. The Proposal and 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, the Proposal and 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 the Proposal and 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.
24. BELDON reserves the right to inquire with third parties as to Buyer's credit and BELDON reserves the right to cancel the Proposal and Agreement with Buyer if BELDON, in its sole discretion, is not fully satisfied with such inquiry.
25. 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 change order prior to remobilization.
26. 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.
27. Should a Residential Buyer cancel job subsequent to Buyer's three (3) day Right of Cancellation, BELDON shall be entitled to a cancellation fee equal to fifteen percent (15%) of the contract price. Commercial Buyers are also subject to the 15% cancellation fee but have no three (3) day Right of Cancellation.

28. 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% per month or 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 the Proposal and 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.
29. 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.
30. 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.
31. 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. 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).
32. If BELDON does temporary repair work and either BELDON or Buyer subsequently cancels the Proposal and 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.
33. 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.
34. It is Buyer's obligation to provide written notice to BELDON of all workmanship or material inconsistencies with the Proposal and Agreement or standard roofing practice within one-year of substantial completion; otherwise, BELDON will not have responsibility to repair.

35. 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.
36. Purchase Orders: If Buyer issues a purchase order against the Proposal and 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. From time to time, BELDON will need to access homeowner's/Buyer's utilities. BELDON will not reimburse Buyer for such usage.
42. 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.

43. 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.
44. Shingles will be installed per the manufacturer's recommendation.
45. Width of top shingle course may be narrower than other courses depending upon rafter length.
46. BELDON **WILL NOT PROVIDE ANY WARRANTY** on any reused metal flashing or vent bases.
47. **The Proposal and 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.**
48. Manufacturer's material warranty on shingles will be furnished at completion of job, if requested by Buyer.
49. BELDON recommends the use of vents and/or increased insulation. If requested, the cost for insulation will be presented under a separate proposal.
50. Buyer understands that BELDON makes no guarantees that BELDON'S Customer Website Portal will be operational at all times.
51. 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. Additionally, 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. Lastly, BELDON is not responsible for moving and/or covering owner's contents.
52. 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 product.
53. 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.
54. 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: http:/www.epa.gov

55. 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.
56. 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 15%.
57. 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.
58. 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.
59. 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.
60. Buyer acknowledges and agrees that BELDON shall have the right to use photographs of Buyer's property for marketing purposes. Until Buyer requests to opt out, BELDON can market to Buyer other products and/or services that BELDON provides.
61. No carpentry, painting, masonry, or any work other than that specified herein is contemplated in the Proposal and Agreement. No oral commitments for additional work, material or other items have been made by representatives of BELDON.
62. Consumer credit: NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
63. 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 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.

64. Prior to the initiation of any action, the parties agree to participate, in good faith, in a minimum half day mediation with a mediator either chosen by agreement between the parties or as assigned by the American Arbitration Association. In the event the dispute is not resolved by mediation, any claim or controversy arising out of or relating to this Agreement or breach thereof, or to any action by an employee or agent of BELDON, shall be settled by litigation in a state court. The parties agree that the court has jurisdiction over the parties and subject matter. The parties also agree that the judge/jury shall NOT have the authority to award any additional damages, punitive damages, and/or any other damages. Further, the prevailing party shall be the party whose last offer or demand is closest to the verdict. The parties agree that all mediation expenses will be shared equally. The prevailing party shall also be entitled to attorney fees and all costs of litigation. Buyer and BELDON hereby waive their right to a jury and agree to allow the judge to determine all facts and issues of law.
65. Unless expressly prohibited by statute, San Antonio, Texas will be the proper place of venue with respect to any Agreement entered into with BELDON.
66. 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."
67. 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.

68. Statements Made by Sales Staff and Brokers. 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 in purchasing the Property) 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. SELLER RESERVES THE RIGHT TO REJECT THE AGREEMENT NOTWITHSTANDING THE INCLUSION OF ANY SUCH ITEM IN THE AGREEMENT.
69. BELDON OR ITS AGENTS MAY CONTACT BUYER BY TEXT MESSAGE (SMS) OR VOICE CALL USING THE TELEPHONE NUMBER(S) BUYER PROVIDES TO BELDON, IRRESPECTIVE OF WHEN BUYER PROVIDED THE TELEPHONE NUMBER(S) TO BELDON OR WHETHER BUYER PROVIDED IT BEFORE OR AFTER THE TRANSACTION THAT BELDON OR ITS AGENTS MAY BE CONTACTING BUYER ABOUT. BUYER AUTHORIZES BELDON AND ITS AGENTS TO CONTACT BUYER BY TEXT MESSAGE (SMS), TELEPHONE CALL, AUTOMATIC TELEPHONE DIALING SYSTEM, ARTIFICIAL OR PRERECORDED VOICE, OR OTHER COMMUNICATION METHODS DIRECTED TO BUYER'S TELEPHONE NUMBER(S). BUYER AUTHORIZES BELDON OR ITS AGENTS TO USE THESE COMMUNICATION METHODS TO CONTACT BUYER WITH RESPECT TO ANY AND ALL PRODUCTS OR SERVICES YOU CURRENTLY HAVE WITH BELDON, FORMERLY HAD WITH BELDON OR OBTAIN FROM BELDON IN THE FUTURE, INCLUDING TELEPHONE SOLICITATIONS FOR PRODUCTS THAT BELDON MAY OFFER TO YOU. BELDON OR ITS AGENTS WILL USE THE CURRENT TELEPHONE NUMBER(S) IN YOUR CUSTOMER PROFILE, WHICH MAY BE MODIFIED BY BUYER PRIOR TO, DURING, OR AFTER ANY TRANSACTION WITH BELDON AND BUYER AGREES TO BE CONTACTED BY BELDON OR ITS AGENTS AT THIS TELEPHONE NUMBER(S) EVEN IF IT IS LISTED ON THE NATIONAL DO-NOT-CALL REGISTRY AND/OR STATE DO-NOT-CALL REGISTRIES.

    THE CONTENT OF BELDON COMMUNICATIONS MAY RELATE TO COLLECTION OF PAYMENT FOR BUYER'S PROJECT(S) (INCLUDING VIA THE USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM AND/OR ARTIFICIAL OR PRERECORDED VOICE CALLS), PRODUCT SOLICITATIONS, QUALITY ASSURANCE, ADVERTISING OR TO DELIVER OTHER INFORMATION TO BUYER REGARDING BUYER'S PROJECT(S). CARRIER MESSAGE, DATA, AND CALL RATES MAY APPLY; BELDON IS NOT RESPONSIBLE FOR CHARGES RESULTING FROM BELDON'S EFFORTS TO CONTACT BUYER AT THE TELEPHONE NUMBER(S) BUYER PROVIDED TO BELDON. IF BUYER DOES NOT WISH TO RECEIVE ANY COMMUNICATIONS UTILIZING BUYER'S PHONE, BUYER MAY REMOVE BUYER'S PHONE NUMBER FROM BUYER'S CUSTOMER PROFILE. IF BUYER WOULD LIKE TO SET AND MODIFY BUYER'S TEXT MESSAGING PREFERENCES, BUYER MAY DO SO BY RESPONDING TO A MESSAGE WITH THE WORD "STOP".

Section 2: LIMITED WARRANTY

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

Additionally, warranty for repair work is not transferrable.)

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 the Proposal & Agreement. (See Proposal & 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 8.
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 ALL 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 SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES. Buyer's sole remedy under this Warranty is the right to have BELDON repair, at no cost to the Buyer, roof leaks which result from defects in workmanship or materials furnished by BELDON during the Warranty Period. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. However, the exclusions and limitations contained herein are permitted by Washington law.

7. BELDON will not be responsible for any leaks or damages caused by (1) lightning, gale force winds, hurricane, tornado, hail, earthquake, and other unusual phenomena of the elements; (2) 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; (3) 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; (4) service to or maintenance of any roof top equipment or traffic of any nature on the roof; (5) leakage in air conditioning ducts unless such ducts have been sealed by BELDON; (6) abuse, misuse, accident or negligence by any person other than BELDON; (7) porous stucco or other non-waterproof wall surfaces; (8) varmint damages; (9) roofing related work performed by others.

8. 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.

9. 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 proposal, the proposal DOES NOT include tapered insulation. However, BELDON does recommend positive drainage.

10. 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.

11. 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.

12. 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 lasts, so the above limitations may not apply to you. However, the limitations contained herein are permitted by Washington law.

13. **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. Also, 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.

14. 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.
15. At specific roof planes where DOW® Powerhouse solar shingles are installed, BELDON'S Warranty is for two (2) years. See DOW'S® warranty for remaining warranty obligations. Further, BELDON will not be responsible for the manufacturer's claims regarding aesthetics and/or performance.
16. 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 the Proposal and 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.
17. 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 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.
18. If repair work is performed in conjunction with reroofing, the Warranty for the repair work shall be as stated in the Proposal and Agreement and shall not exceed one (1) year from the date of substantial completion. Further, the warranty for such repair work is not transferable.
19. All roofs require periodic inspection and maintenance in order to perform as designed and to provide an effective service life. Periodic inspection and maintenance is 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.
20. BELDON'S Limited Warranty terminates and is null and void 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 *KISS*™ PROGRAMS

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

Transfer is at 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 reroofing 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. **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 365 days of new ownership, a monthly reinstatement fee of $50.00 for residential roofs or $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 year of new ownership will not be honored.
6. 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
7. 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.
8. 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.)
9. 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.

LIMITED LIFETIME PRODUCTS

Section 4: Limited Lifetime Standard General Conditions
(page 17)

Section 5: Limited Lifetime Warranty
(page 17)

Section 6: Limited Lifetime Warranty Transfer Policy
(page 18)

DISCLAIMER: The documents referred to as “Limited Lifetime Products” (on pages 17 and 18) are only for contracts that included the Limited Lifetime Warranty(ies). Your contract will state whether or not you purchased a Limited Lifetime Product.

Section 4: LIMITED LIFETIME STANDARD GENERAL CONDITIONS

The Limited Standard General Conditions (Section 1: 1 through 69) are incorporated herein by reference. In Addition:

1. If payment is received after 30 days, warranty period reverts back to standard 10 year warranty and will not qualify for the Limited Lifetime Warranty.
2. Buyer agrees to allow BELDON to service roof for the duration of the warranty. Further, Buyer agrees to assign any manufacturer's warranty payments for the duration of BELDON's warranty.
3. Buyer must enter into and maintain a preventative maintenance program (the BELDON KISS™ PROGRAM), at the time of entering into contract, and must maintain the BELDON KISS™ for the duration of the Limited Lifetime Warranty period. *(Does not apply to Limited Lifetime Warranty on Repairs).*
4. BELDON's Limited Lifetime warranty, for reroofs, is only applicable if the entire roof is replaced.
5. The term "Limited Lifetime" is defined as follows:
   - Residential Reroofs: For the length of period that an individual owns his/her home.
   - Commercial Reroofs or Roofs in Residential Trusts: As defined by the maximum length of depreciation allowed by the IRS (see Publication 946) which is currently 39 years. The term of the Limited Lifetime Warranty is what is in effect at the time the Proposal and Agreement is signed.
   - Roof Repairs: For life of existing roof and is limited to the extent of the repair. The warranty does not cover the entire roof.

   Neither AttiCAT™ nor HeatBloc Ultra™ qualifies for a Lifetime Warranty from BELDON. These products are only warranted for their workmanship for a period of one (1) year from installation.

Section 5: LIMITED LIFETIME WARRANTY

(This LIMITED LIFETIME WARRANTY is not transferable except in accordance with Warranty Transfer Policy in Section 6.)

The Limited Warranty (Section 2: 1 through 17) are incorporated herein by reference. In addition:

BELDON hereby warrants to the original Buyer, subject to these Limited Lifetime 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 the Proposal & Agreement.

1. This LIMITED LIFETIME WARRANTY will not cover damage and/or deterioration resulting from "ponding water" as defined by the National Roofing Contractors Association.
2. Buyer MUST enter into and maintain a preventative maintenance agreement (BELDON KISS™ PROGRAM) for the duration of the Limited Lifetime Warranty period.
3. Buyer agrees to make BELDON beneficiary (including proceeds) of any manufacturer warranty purchased for property.
4. Repairs are only warranted for the life of the existing roof. Also, LIMITED LIFETIME WARRANTY is only for the area which BELDON is contracted for in the Proposal and Agreement.

Section 6: LIMITED LIFETIME WARRANTY TRANSFER POLICY

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

1. LIMITED LIFETIME warranty transfer requests for **reroofs** will be for a total of ten (10) years if requested within the first two (2) years of new home or building ownership; or for a total of two (2) years for any transfer requested after the first two (2) years of new home or building ownership. Requests for LIMITED LIFETIME warranty transfers will be subject to the terms and conditions set forth in BELDON'S LIMITED LIFETIME WARRANTY form in effect at the time of such transfer request.
2. LIMITED LIFETIME warranty transfer requests for **roofing repairs** will be for a total of six (6) months if requested within the first three (3) years of home or building ownership.
3. Warranty transfer is available for all LIMITED LIFETIME warranties and only if Buyer's account is in good standing.
4. The LIMITED LIFETIME Warranty is eligible for transfer only one time, *i.e. from the original purchaser (Buyer) of the roof to the **new buyer** of the property.*
5. **REQUEST TO TRANSFER LIMITED LIFETIME WARRANTY MUST BE MADE WITHIN NINETY (90) DAYS OF NEW OWNERSHIP IN ORDER TO AVOID REINSTATEMENT FEES**: If request for LIMITED LIFETIME warranty transfer is not made within the first ninety (90) days of new ownership, a monthly reinstatement fee of $50.00 for residential roofs or $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.
6. Residential and Commercial LIMITED LIFETIME 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. If, after the evaluation, the new owner(s) elects not to have the LIMITED LIFETIME warranty transferred, the evaluation fee will not be refunded and the LIMITED LIFETIME warranty will not be eligible for transfer again, thereby void the existing LIMITED LIFETIME Warranty. Following is BELDON'S current fee schedule, which is subject to change:

    A. Residential Evaluation Fee: $300 within Bexar County
    B. Commercial Evaluation Fee: $500 within Bexar County
    C. Additional $1.00 per mile outside Bexar County

7. Any transfer is contingent upon the new owner(s) first executing and delivering to BELDON an Acknowledgment of Limited Rights & Remedies and all additional transfer documents.

KISS™, UNIT PRICING, LEAD INFORMATION & MISCELLANEOUS

Section 7: KISS™ Limited Conditions & Warranty
(If you purchased a KISS™ program, this document (pages 19-20) applies to your KISS™ program.)
(page 19)

Section 8: Unit Pricing
(page 21)

Section 9: 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 10: Lead-Safe Renovations – RRP4
(This section applies to all projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978.)
(page 23)

Section 7: BELDON *KISS*™ LIMITED CONDITIONS & WARRANTY

1. This is in addition to the Standard General Conditions & Warranty found in the previous sections and the appropriate section is hereby incorporated by reference.
2. With the consent of *Buyer*, any rotten lumber or unsuitable substrate materials which are disclosed as the work progresses and which are not specifically mentioned in the BELDON *KISS*™ Agreement will be replaced or made suitable and will be charged at BELDON'S standard TIME AND MATERIAL rates less 10%.
3. *Buyer* acknowledges that no known leaks are existing at the time of entering into the BELDON *KISS*™ Agreement. If it is determined that leaks existed within six (6) months prior to such Agreement, the cost to repair such leaks will be charged at BELDON'S standard TIME AND MATERIAL rates less 10%.
4. The BELDON *KISS*™ 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.
5. *Buyer* acknowledges that the annual observation is not an inspection, but an assessment at the time of that particular observation. Further, the *Buyer* acknowledges that BELDON'S observations do not include roof mounted equipment, such as chillers, HVAC, gas lines, conduit, exhaust fans, etc.
6. *Buyer* acknowledges that BELDON owns all collected data (roof information); however, at the Buyer's request, at the completion of any term, BELDON will provide the data to the *Buyer* in an electronic format. If *Buyer* cancels the BELDON *KISS*™ Agreement, he/she agrees that all set up fees would apply if he/she elects to re-enter the program at a later date.
7. In order to obtain performance of any BELDON *KISS*™ obligation, the *Buyer* must first notify BELDON of any repairs required under the Agreement. BELDON shall make repairs as soon as practical upon notification of reported leaks. In order to pursue any claim that BELDON has not honored the BELDON *KISS*™ Agreement, 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 BELDON *KISS*™ Agreement, 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 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.
8. BELDON'S obligations to make repairs are its sole obligation to the *Buyer*. The BELDON *KISS*™ Agreement, the *KISS*™ Conditions and these Terms & Conditions constitute the entire Agreement between BELDON and the *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 *KISS*™ Agreement.
9. The BELDON *KISS*™ Agreement will automatically renew, for the same duration, minimum of one (1) year, on January 1st each year, unless 90 days' notice is provided in writing, by either party.
10. Buyer agrees that this BELDON *KISS* 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."

11. Storm related work (i.e., acts of God) will be charged at BELDON'S standard TIME AND MATERIAL rates. (No discount applies to storm related work.)
12. Buyer agrees that the scope of this BELDON *KISS*™ 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 *KISS*™ Agreement.
13. The BELDON *KISS*™ Agreement will automatically cancel if payment is not received monthly. In addition, if payment is received past 30 days from due date and Buyer wishes to reinstate the *KISS*™ Agreement, Buyer agrees to pay the set up fees as outlined in the *KISS*™ Agreement.

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Section 8: UNIT PRICING

(Subject to signed Change Order. All unit pricing 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.)

- Replacement of 1.5" thick type "A", "B", or "F" metal decking (if needed) - $5.00 per square foot: minimum of sixteen (16) square feet per location
- Replacement of ½", 3/8", or 5/8" plywood decking (if needed) - $3.25 per square foot: minimum of sixteen (16) square feet per location
- Replacement of lightweight concrete decking (if needed) - $3.50 per square foot: minimum of sixteen (16) square feet per location
- Replacement of Loadmaster® decking (if needed) - $12.25 per square foot: minimum of sixteen (16) square feet per location
- Replacement of gypsum decking (if needed) - $13.25 per board foot: minimum of sixteen (16) square feet per location
- Installation of spun aluminum slide in replacement of roof drain, up to 4" in diameter (if needed) - $250.00/each; if greater than 4" in diameter - $500.00/each (Typical would be Olympic's Hercules RetroDrain)
- 2x treated wood nailers (if needed) - $4.50 per board foot (Minimum of 10 BF)
- Installation of additional pitch pan (up to 8", if needed) - $100.00 each (based on completion during the roofing operations).
- Painting of lumber or metal (if needed) - $2.00 per linear foot (Minimum $50)
- Additional **residential** work (if needed), beyond the scope of our contract will be charged at material cost plus 15% and a labor rate of $55.00 per man-hour. (Note: does not apply to repairs or KISS program)
- Additional **commercial** work (if needed), beyond the scope of our contract will be charged at material cost plus 15% and a labor rate of $65.00 per man-hour. (Note: does not apply to repairs or KISS program)
- Prime top side of steel deck with red oxide – if necessary - $1.25 per linear foot
- Install roof drain (plumbing by others) - $1,500 for concrete deck; other decks: $1,300
- 1 x 6 or 1 x 8 wood decking - if necessary - $3.00 per linear foot
- 1 x 2 wood trim, primed - if necessary - $2.00 per linear foot
- 3/8" BC plywood soffit - if necessary - $3.50 per square foot: minimum of sixteen (16) square feet per location
- Replacement of wall flashings, if necessary - $9.50 per linear foot
- Remove additional layer of shingles - $20.00/square
- Remove additional layer of felt - $12.00/square per ply
- Temporary repair - $350 (per required location – not to exceed 10' x 10'

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Section 9: 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 distributed 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** 6 square feet (for interior renovation) and/or 20 square feet (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
    - Pre 1978 Housing or unable to verify age of housing
    - More than 6 square feet (for interior renovation) and/or 20 square feet (for exterior renovation) of painted surface area will be disturbed

IMPORTANT:

ACKNOWLEDGEMENT OF EXEMPT OR NON-EXEMPT IS FOUND IN THE RENOVATE RIGHT BROCHURE.

Section 10: LEAD-SAFE RENOVATIONS

LEAD PAINT FACTS HOMEOWNERS SHOULD KNOW

(BELDON'S Form RRP 4)

LEAD PAINT BANNED IN 1978

- Prior to 1978 lead paint was often used in/on houses and apartments.
- Lead was commonly added to paint because it helped the paint to dry faster and last longer.
- It was discovered that if inhaled or ingested, lead was very harmful to your body (especially to young children and older adults).

EPA REQUIRES THAT CUSTOMERS MUST BE INFORMED

- If your home was constructed before 1978, your contractor must provide you with an Environmental Protection Agency (EPA) pamphlet entitled "The Lead-Safe Certified Guide to Renovate Right".
- This should be done before any work is begun on your home; therefore, a paint hazard can be avoided.

PAINT TESTING REQUIRED

- If your home was constructed before 1978, before any work can be done which might affect older painted surfaces, a contractor is required to test one or more paint samples from the space to determine if lead paint is present.
- The tests can only be approved by an EPA Certified Renovator.

"LEAD-SAFE WORK PRACTICES" REQUIRED

- If, after testing the lead paint samples, lead paint is determined to be in the work area, then the contractor must perform his work utilizing "lead-safe work practices" as prescribed by the EPA.
- Only EPA certified Renovators with specially trained personnel can conduct lead-safe work on your home.
- They are especially qualified and utilize special techniques and equipment to reduce the risk of lead paint dust resulting from the work.

EXEMPTION & EXCLUSIONS

- Sometimes lead-safe work practices may not have to be utilized if it is determined that the area to be affected by the work is too small to present a lead paint hazard (normally under 6 sq. ft. interior or 20 sq. ft. exterior).

"LEAD-SAFE WORK PRACTICES" FEES

- If it is determined that there is a lead paint hazard in the work area, the construction will necessarily take more time and could involve more expense than similar construction where no hazards exist.
- When lead-safe practices are required to complete the job safely, your contractor may add a "Lead-Safe Practices Fee" to the cost of the work.

PROPER DOCMENTATION

- If your home was constructed before 1978, your contractor should provide you with copies of any paint samples which were tested by an EPA Certified Renovator or copies of any exemption or exclusion forms used.
- If lead-safe practices were required in conjunction with your work you should be provided with a certificate signed by the Certified Renovator showing all lead safe practices were performed properly upon completion of work.

IMPORTANT:

ACKNOWLEDGEMENT OF EXEMPT OR NON-EXEMPT IS FOUND IN THE RENOVATE RIGHT BROCHURE.



Thanks You For Your Trust In Us.