METAL ROOF PROS

Terms & Conditions, Disclosure of Lien Rights, Construction Defect Notice

These Terms & Conditions are incorporated into and form part of the accepted Estimate between Kauai Carports & Consulting, LLC DBA Metal Roof Pros ("Contractor") and the person or entity identified as the customer on the accepted Estimate ("Customer"). The property identified in the accepted Estimate is referred to as the "Project" or "Property," and the roofing and related services described in the accepted Estimate are referred to as the "Work." The accepted Estimate, including the Scope of Work, Product/Services, and Payment Schedule contained therein, together with these Terms & Conditions, the Disclosure of Lien Rights, the Construction Defect Notice, applicable Change Orders, and the Metal Roof Pros Three (3) Year Workmanship Warranty, collectively constitute the "Agreement."

HAWAII HOMEOWNER CONTRACT INFORMATION

For residential home construction or improvement work subject to applicable Hawaii law, the following information applies:

Contractor: Kauai Carports & Consulting, LLC DBA Metal Roof Pros
Address: P.O. Box 154, Koloa, HI 96756
License No.: CT-38361
Classification: Roofing Contractor
Scope of Work and Materials: As stated in the accepted Estimate.
Warranty Offered: Metal Roof Pros Three (3) Year Workmanship Warranty only, subject to all terms, exclusions, limitations, and remedies in this Agreement.

The Contract Price, Payment Schedule, and other project-specific information are set forth in the accepted Estimate and are incorporated into this Agreement by reference. The parties intend the accepted Estimate and these incorporated Terms & Conditions to be read together as one written Agreement.

DEPOSITS, PAYMENT SCHEDULE & SCHEDULING

A deposit is required before materials are ordered and before a project is placed on the installation schedule. The payment schedule is contained within the accepted Estimate.

PROJECT SCHEDULE

Estimated Start Date: As stated in the accepted Estimate.

Estimated Project Duration: As stated in the accepted Estimate.

Start and completion dates are estimates only and are not guaranteed. Scheduling may change due to weather, material availability, shipping delays, delays affecting previously scheduled projects, unforeseen site conditions, change orders, permitting or inspection delays, or other circumstances beyond Contractor's reasonable control.

RIGHT TO SUSPEND WORK FOR NON-PAYMENT

Contractor may suspend work immediately for non-payment.

DEFAULT & OPPORTUNITY TO CURE

Material defaults include non-payment, denial of access, or breach of the Agreement.

CHANGE ORDERS & ADDITIONAL WORK

Additional work requires a written Change Order.

CONCEALED CONDITIONS

Hidden conditions may require additional work at Customer expense.

PERMITS, APPROVALS & HOA REQUIREMENTS

Unless expressly included in Contractor's written Scope of Work, Customer is responsible for obtaining and paying for all required permits, governmental approvals, HOA or association approvals, and other authorizations for the Project.

Customer is responsible for obtaining approval of all roofing materials, profiles, colors, and finishes before materials are ordered.

Customer is responsible for costs resulting from failure to obtain required approvals, including material changes, restocking, additional labor, and remobilization.

Contractor shall not be responsible for delays caused by permitting authorities, inspectors, HOAs, other approving entities, or Customer's failure to timely obtain required approvals. Such delays may result in rescheduling based on Contractor's then-current availability.

TITLE, OWNERSHIP & RISK OF LOSS

Risk of loss for materials passes upon delivery to the project site.

ACCESS TO PROPERTY

Customer shall provide reasonable access for work, inspections, and warranty service.

PHOTO & PROJECT DOCUMENTATION AUTHORIZATION

Contractor may photograph and document the project for documentation, training, quality control, warranty, and marketing purposes.

FORCE MAJEURE

Contractor shall not be liable for any delay, interruption, failure to perform, or increased cost caused by circumstances beyond its reasonable control, including but not limited to hurricanes, tropical storms, severe weather, flooding, fire, natural disasters, acts of God, labor shortages, strikes, material shortages, supplier or manufacturer delays, shipping or transportation delays, port disruptions, utility interruptions, governmental actions, permitting or inspection delays, emergencies, epidemics or pandemics, or other events beyond Contractor's reasonable control. Any such event shall extend the time for performance for a reasonable period. Contractor shall not be considered in default or breach of the Agreement as a result of such delay or interruption.

SUBSTANTIAL COMPLETION

For purposes of this Agreement and the Three (3) Year Workmanship Warranty, "Substantial Completion" means the date Contractor determines that the Work is sufficiently complete for its intended use, notwithstanding minor punch-list, adjustment, or corrective items that do not materially prevent use of the completed roofing work.

METAL ROOF PROS THREE (3) YEAR WORKMANSHIP WARRANTY

Contractor warrants its workmanship only for a period of three (3) years commencing upon Substantial Completion of the Work.

This warranty covers defects directly resulting from Contractor's installation or workmanship within the Product/Services and Scope of Work performed by Contractor under the Agreement.

This is a workmanship warranty only. It is not a material, manufacturer, product-performance, or separate leak warranty. Contractor does not warrant conditions, materials, components, penetrations, structures, or work outside Contractor's Scope of Work.

If a covered workmanship defect occurs during the warranty period, Contractor's obligation is limited to correcting the defective workmanship in accordance with the Warranty Claim Procedure & Right to Repair, Workmanship Warranty Exclusions, and Exclusive Warranty Remedy provisions below.

Warranty inspection, service, repair, or corrective work does not extend, renew, or restart the original three (3) year warranty period.

WARRANTY CLAIM PROCEDURE & RIGHT TO REPAIR

Customer shall notify Contractor in writing within the warranty period and within a reasonable time after discovering an alleged workmanship defect. The notice should identify the Property, describe the condition, and include photographs or other reasonably available information.

Customer shall provide Contractor reasonable access and an opportunity to inspect the alleged defect. Contractor shall have the first right to evaluate and correct any condition claimed to be covered by this warranty.

Except for emergency measures reasonably necessary to prevent immediate property damage, Customer shall not authorize another contractor or third party to repair, alter, investigate, test, remove, or modify the affected area before Contractor has been given a reasonable opportunity to inspect and correct the condition.

Unauthorized third-party work may void warranty coverage for the affected area to the extent that such work interferes with Contractor's ability to determine the cause of the condition or perform the covered repair.

If emergency measures are reasonably necessary to prevent immediate property damage, Customer shall notify Contractor as soon as reasonably practicable and, when reasonably possible, preserve photographs, videos, removed materials, invoices, and other available documentation of the condition and emergency work performed.

WORKMANSHIP WARRANTY EXCLUSIONS

The Three (3) Year Workmanship Warranty does not cover conditions caused by or resulting from matters other than Contractor's workmanship, including:

• Defective, deteriorated, or failed roofing materials or manufacturer defects;
• Normal wear, aging, fading, chalking, oxidation, corrosion, salt-air exposure, ultraviolet exposure, or other coastal/environmental conditions;
• Hurricanes, tropical storms, high winds, wind-driven rain, flooding, lightning, fire, or other acts of God or extreme weather;
• Structural movement, settlement, framing or decking movement, pre-existing conditions, concealed conditions, or building deficiencies;
• Ponding or standing water, drainage conditions, clogged gutters or drains, or lack of maintenance;
• Damage caused by animals, pests, vegetation, falling objects, debris, or other outside forces;
• Solar panels, plumbing, HVAC, antennas, skylights, vents, satellite equipment, or other roof-mounted equipment installed, removed, serviced, or modified by others;
• Penetrations, alterations, repairs, coatings, modifications, or other work performed by

anyone other than Contractor; or
• Customer's failure to properly maintain the roof or promptly report a condition that could result in additional damage.

EXCLUSIVE WARRANTY REMEDY

For a valid workmanship defect covered by this warranty, Contractor's sole obligation and Customer's exclusive warranty remedy shall be, at Contractor's option, to repair or correct the defective workmanship or replace only the portion of the Work reasonably necessary to correct the covered workmanship defect.

This warranty is a repair warranty, not a roof replacement warranty. A localized workmanship defect does not entitle Customer to replacement of the entire roofing system.

Removal and replacement of roofing materials is included only to the extent reasonably necessary for Contractor to access and correct the covered workmanship defect.

Contractor shall not be responsible for upgrading the roofing system, replacing unaffected portions of the roof, or providing new materials or finishes solely because an exact color, finish, profile, or product match is no longer available.

COASTAL CONDITIONS DISCLOSURE

Customer acknowledges that exposure to salt air, moisture, humidity, wind, ultraviolet radiation, airborne contaminants, and other environmental conditions may accelerate corrosion, oxidation, fading, chalking, finish degradation, weathering, and wear of roofing materials and components.

Such conditions are inherent to the location and shall not be considered defects in workmanship, product defects, or grounds for warranty claims against Metal Roof Pros.

METAL ROOFING DISCLOSURE

Oil canning, surface waviness, thermal expansion and contraction, expansion noises, color variation, sheen variation, manufacturing tolerances, and minor cosmetic irregularities are normal characteristics of metal roofing products and shall not be considered defects.

WARRANTY CLAIM PROCEDURE & RIGHT TO REPAIR

Claims under the Metal Roof Pros Three (3) Year Workmanship Warranty must be submitted in writing during the three (3) year workmanship warranty period.

EXCLUSIVE WARRANTY REMEDY

In the event of a valid workmanship defect, Contractor's sole obligation and Customer's exclusive remedy shall be, at Contractor's sole option, to repair the defective workmanship, correct the defective workmanship, replace the affected portion of the Work, or refund the amount paid for the specific defective portion of the Work.

Under no circumstances shall this workmanship warranty require Metal Roof Pros to replace the entire roofing system due to a localized workmanship defect.

This workmanship warranty is a repair warranty and not a roof replacement warranty.

INTERIOR DAMAGE LIMITATION & LIMITATION OF LIABILITY

Contractor shall not be responsible for interior damage, contents damage, mold remediation, temporary housing, business interruption, loss of use, loss of profits, diminution in property value, or similar consequential damages except to the extent caused by Contractor's gross negligence or willful misconduct.

To the fullest extent permitted by law, Contractor's total liability shall not exceed the amount paid under the Agreement.

HAZARDOUS MATERIALS, MOLD & ENVIRONMENTAL CONDITIONS

Contractor is not responsible for discovering, testing, reporting, removing, or remediating mold, mildew, asbestos, lead-based paint, hazardous materials, or environmental contamination unless specifically included in the scope of work.

BOND DISCLOSURE

Contractor does not provide a performance or payment bond for the Project unless expressly agreed to in writing. Customer acknowledges that no bond is included in the Estimate or Contract price.

Customer is advised that Customer may request or demand bonding where applicable. Any bond would be subject to availability, surety underwriting requirements, additional cost, and a separate written agreement. This written disclosure does not replace any verbal bonding disclosure required by applicable Hawaii law.

DISCLOSURE OF LIEN RIGHTS

Customer is advised that under Hawaii law, a contractor, subcontractor, laborer, or material supplier who furnishes labor or materials to improve the Property and is not paid may seek a mechanic's and materialman's lien against the Property under HRS Chapter 507, even if Customer has paid the prime contractor in full. Customer may take steps to reduce lien risk, including verifying contractor licensure, requiring appropriate lien releases, and considering a performance and payment bond. Customer acknowledges receipt of this written lien-rights disclosure. The parties further acknowledge that HRS §444-25.5 requires the licensed contractor, before or at contract signing, to verbally explain in detail the lien rights of the parties performing under the contract.

PAYMENT NOTICE: Customer is advised that payments should be made only to Contractor in the manner directed by Contractor. Customer assumes the risk of loss for any payment made to a sales representative or other person who is not authorized by Contractor to receive payment.

CONSTRUCTION DEFECT NOTICE

NOTICE REQUIRED BY HRS CHAPTER 672E – CONTRACTOR REPAIR ACT

CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

Customer further acknowledges that HRS Chapter 672E governs the pre-litigation construction-defect process. The written notice of claim must identify and describe the alleged defect and resulting damages in sufficient detail, and available supporting evidence

should accompany the notice. Contractor shall be given the inspection, testing-observation, response, and repair opportunities provided by applicable law.

MEDIATION REQUIREMENT

Parties agree to good-faith mediation before litigation.

WAIVER

Failure to enforce any provision shall not constitute a waiver.

SEVERABILITY

If any provision is unenforceable, the remaining provisions remain in effect.

MERGER / INTEGRATION CLAUSE

The Agreement constitutes the entire agreement between Contractor and Customer concerning the Project and supersedes all prior or contemporaneous oral or written discussions, negotiations, representations, proposals, promises, and understandings concerning the same subject matter. Customer acknowledges that Customer is not relying upon any representation, promise, or statement that is not contained in the Agreement. No amendment, modification, or waiver of the Agreement shall be effective unless made in writing and accepted by the parties, including through an approved written or electronic Change Order.

INDEMNIFICATION

To the fullest extent permitted by law, Customer shall defend, indemnify, and hold harmless Contractor and its owners, employees, agents, and subcontractors from claims, damages, losses, liabilities, costs, and expenses, including reasonable s' fees, arising out of or relating to conditions or activities not caused by Contractor's negligence or willful misconduct, including pre-existing conditions, hazardous materials, acts or omissions of Customer or third parties, Customer-supplied materials, unauthorized roof penetrations or modifications, and Customer's failure to comply with this Agreement. This provision is intended to apply only to the fullest extent enforceable under applicable Hawaii law.

NOTICE PROVISION

Any notice required or permitted under this Agreement shall be in writing and may be delivered by personal delivery, certified or registered mail, recognized overnight courier, email, or electronic transmission through an electronic project-management or contracting platform used by Contractor. Notice shall be sent to the addresses or contact information provided in the accepted Estimate or subsequently provided in writing. Electronic notice

shall be deemed received when transmitted to the email address or electronic account provided by the receiving party, subject to applicable law.

LIMITATION OF LIABILITY; LIABILITY CAP

To the fullest extent permitted by applicable law, the total aggregate liability of Metal Roof Pros arising out of or relating to the Agreement, Project, Work, warranties, or services performed by Contractor, regardless of the legal theory asserted, shall not exceed the total amount actually paid to Contractor by Customer under the Agreement. This limitation applies to the aggregate of all claims arising out of or relating to the Project and is not a separate liability limit for each individual claim, occurrence, alleged defect, or cause of action. Contractor shall not be liable for consequential, incidental, indirect, special, exemplary, or punitive damages, including loss of use, loss of profits, business interruption, temporary housing or relocation expenses, diminution in property value, interior damage, damage to contents or personal property, or mold or mildew remediation, to the fullest extent permitted by applicable law. Nothing in this provision is intended to exclude or limit liability that cannot lawfully be excluded or limited under applicable Hawaii law.

PAYMENT DURING DISPUTES & WARRANTY CLAIMS

A warranty claim, punch-list item, alleged defect, or dispute concerning a portion of the Work shall not relieve Customer of the obligation to timely pay amounts due for completed and undisputed Work. Customer may not withhold payment for completed and undisputed Work solely because a separate warranty claim, punch-list item, or dispute remains pending, except as otherwise required by applicable law.

DISPUTES; GOVERNING LAW & VENUE

This Agreement and any dispute, claim, controversy, or cause of action arising out of or relating to the Agreement, the Project, the Work, or the relationship between Contractor and Customer shall be governed by the laws of the State of Hawaii. Subject to any mediation, notice, right-to-repair, or other pre-litigation requirements contained in this Agreement or required by applicable law, any lawsuit, legal proceeding, or other judicial action arising out of or relating to the Agreement or the Work shall be brought exclusively in a court of competent jurisdiction located in the County of Kauai, State of Hawaii, to the fullest extent permitted by law. Contractor and Customer consent to jurisdiction and venue in Kauai County, Hawaii.

VERBAL HAWAII DISCLOSURES

Customer acknowledges that, before entering into or at the time of signing this Agreement, Contractor will provide any verbal disclosures required by applicable Hawaii law concerning lien rights and Customer's option to request or demand bonding. Contractor

does not provide a performance or payment bond unless expressly agreed to in writing, and no bond is included in the Estimate or Contract price.

EXECUTION BEFORE WORK

This Agreement shall be executed before Contractor performs home construction or improvement work where required by applicable Hawaii law. These Terms & Conditions are an attachment to and incorporated into the accepted Estimate. The electronic signatures or other legally valid acceptance appearing on the accepted Estimate apply to the entire Agreement, including these Terms & Conditions and all incorporated disclosures.

ACKNOWLEDGMENT

By accepting and signing the Estimate, Customer acknowledges receipt of and agrees to the accepted Estimate, including the Scope of Work, materials, Contract Price, Payment Schedule, and project schedule contained therein; these Terms & Conditions; the Disclosure of Lien Rights; the Bond Disclosure; the Construction Defect Notice / HRS Chapter 672E Contractor Repair Act notice; the Metal Roof Pros Three (3) Year Workmanship Warranty and all exclusions, limitations, coastal conditions disclosures, Right to Repair provisions, and remedies; and any approved Change Orders. No separate signature on this Terms & Conditions attachment is required; the signatures or legally valid electronic acceptance on the accepted Estimate apply to the incorporated Agreement.