

METAL ROOF PROS

TERMS & CONDITIONS

These terms & conditions apply to all services or products supplied by METAL ROOF PROS to or for the “Customer” (Named in estimate). These terms & conditions supersede all provisions of the Customer’s order relating to this Work (as defined in signed estimate) to the extent that such provisions are inconsistent with, differ from, are additional to, or limit these terms & conditions in any way.

1. WORK: For purposes of these terms and conditions the term “Work” means any labor, services or products to be supplied by Metal Roof Pros to or for Customer under contract or otherwise, including without limitation items identified in the “scope of work” description provision of the estimate for the supply of any services or products by Metal Roof Pros to or for the Customer.

2. SCOPE OF WORK: Metal Roof Pros agrees to entirety of “Scope of Work” as defined in signed estimate. In respect of the property located at the address listed on signed estimate. The Work will be performed Monday through Friday, statutory holidays excluded, unless the parties mutually agree otherwise, provided that the Services will be performed only if weather conditions are favorable, in order to ensure an acceptable finished product.

3. PAYMENT: The Parties agree to the total cost of the services in the signed estimate which will be in consideration for the Services to be performed by Metal Roof Pros. Customer shall pay Metal Roof Pros the full balance of the invoiced amounts (including change orders) within thirty (30) calendar days of the date of each invoice. Undisputed balances not paid within thirty (30) calendar days of the original invoice date (“Outstanding Balances”) shall accrue interest at 18% per annum, or the maximum rate permitted by law, whichever is less. Customer also agrees to pay all costs of collection, including without limitation, reasonable attorney’s fees and costs of court.

4. TITLE & RISK OF LOSS: Title to & risk of loss of products, passes to the Customer upon delivery to worksite.

5. WORKMANSHIP WARRANTY: Metal Roof Pros’ warranty shall be limited to defects in workmanship within the scope of work performed by Metal Roof Pros and which arise and become known within two (2) years from the date of completion of the Work. Products used in the Work shall be new.

6. MANUFACTURER’S WARRANTY: Metal Roof Pros does not warrant defect(s) in any parts, materials, products & equipment (“Products”). Upon payment in full of all amounts owed hereunder, Metal Roof Pros will assign to Customer all warranties on Products as provided by the applicable manufacturer.

7. MATTERS NOT WARRANTED: Metal Roof Pros shall not be responsible for any condition in Customer's premises undiscovered during the Work, any non-conformities or damage caused by other than normal & proper usage, or contributed to by improper maintenance, incorrect installation by Customer, misuse or abuse, alterations made without consent of Metal Roof Pros, faulty repairs made by any person other than Metal Roof Pros, or defects arising from materials supplied or designs stipulated by Customer. Damage done to the roof system through no fault of Metal Roof Pros are not warranted by Metal Roof Pros. Customer installation of solar panels shall void Metal Roof Pros' warranty as to that section of the roof where solar panels are installed.

8. DISCLAIMER: Except as otherwise provided for in these terms & conditions, and the Customer's hereby waives any representation or warranty, express or implied, as to any matter whatsoever, including without limitation workmanlike service, the design or condition of the work its merchantability; or for defects in customer's premises undiscovered by Metal Roof Pros during the Work.

9. REMEDY: Customer's sole & exclusive remedy for any defect under warranty shall be limited to, at Metal Roof Pros option, repair, or replacement by Metal Roof Pros of such part of the Work as Metal Roof Pros deems necessary to cure the defect or refund of the purchase price of the specific defective work.

10. LIMITATION OF REMEDY: Customer's sole & exclusive remedy for any defect under warranty shall be limited to, at Metal Roof Pros option, repair, or replacement by Metal Roof Pros of such part of the Work as Metal Roof Pros deems necessary to cure the defect or refund of the purchase price of the specific defective work.

11. LIABILITY INSURANCE: Metal Roof Pros agrees to maintain general liability insurance coverage & worker's comprehensive insurance in case of bodily or personal injury or property damage.

12. TIMELY CLAIM: This warranty is void & is of no force or effect with respect to any defect unless, within two (2) years from the date of completion of the alleged defective work, Metal Roof Pros receives from Customer a written claim fully describing the alleged defect.

13. FORCE MAJEURE: Metal Roof Pros shall not be liable for any failure of delay in the work resulting from any cause beyond the reasonable control of Metal Roof Pros; or from compliance by Metal Roof Pros with any law, regulations or order; or from acts of God, fires, or other casualty or accident, or from labor disputes, strikes or other disorder; or from the inability to obtain in sufficient quantity labor or materials or other supplies from the usual sources of Metal Roof Pros.

14. INDEMNITY: Customers agrees to indemnify, hold harmless & defend Metal Roof Pros against all liabilities, claims, demands, suits, losses, costs, damages, and expenses (including reasonable attorney's fees) which Metal Roof Pros may sustain or incur arising out of any claim based on the Customer's breach of these terms & conditions, or death of personal or damage to property arising out of or in any way connected with the sale or use of the Work, or incorporation

of the Work into any structure, or the sale of use of such structure. Customer shall have no obligation to indemnify, hold harmless, & defend Metal Roof Pros against liability for damages arising out of such services or out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of Metal Roof Pros or Metal Roof Pros' agents or employees, and the Customer or the Customer's agent or employees, is valid & enforceable only to the extent of the Customer's negligence.

15. PERMITS: Customer shall apply for an obtain such permits and regulatory approvals as may be required by the local/municipal/county/state government, the cost thereof shall be borne solely by Customer.

16. CHANGE ORDERS: Customer may make changes to the Scope of Work from time to time during the term of this Contract. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Order shall become part of this Contract. Customer agrees to pay any increase in the cost of the Services as a result of the Change Order. In the event that the cost of a Change Order is not known at the time a Change Order is executed, Metal Roof Pros shall estimate the cost thereof and Customer shall pay the actual cost whether or not it is in excess of the estimated cost.

17. ACCESS: Customer will allow free access to work areas for workers and vehicles and will allow for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Metal Roof Pros will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

18. DEFAULT: The occurrence of any of the following shall constitute a material default:

- a) The failure to make a required payment when due.
- b) The insolvency or bankruptcy of either party.
- c) The subjection of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- d) The failure to make available or deliver the Services in the time and manner provided for in this agreement.

19. REMEDIES: In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the agreement by providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have seven (7) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this agreement.

20. NOTICE: Any notice or communication required or permitted by this agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the Customer's signed estimate, or to such other address as one party may have furnished to the other in writing.

21. PHOTO RELEASE: Customer grants Metal Roof Pros permission to take photographs of the property and/or facility where the Services are performed for the purposes of documenting Metal Roof Pros' Services. Customer irrevocably authorizes Metal Roof Pros to edit, alter, copy, exhibit, publish or distribute such photographs for purposes of publicizing and promoting Metal Roof Pros' business and/or services or for any other related, lawful purpose. Customer waives any right to royalties or other compensation arising out of, or related to, the use of the photographs.

22. ENTIRE AGREEMENT: Except to the extent the parties otherwise agree in writing, these terms & conditions are the exclusive expression of the understanding of the parties about the Work. Any modification or amendment must be in writing and signed by all parties.

23. GOVERNING LAW: This agreement shall be construed in accordance with the laws of the State of Hawaii.

24. WAIVER: The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

Effective as of 2022-07-22